

**AGREEMENT FOR
ANNUAL-LOCKSMITH HARDWARE, PARTS AND EQUIPMENT**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Independent Hardware, Inc., a Pennsylvania corporation authorized to do business in the State of Florida, whose address is 14 South Front Street, Philadelphia, PA 19106, and whose federal tax identification number is 23-1723845, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase locksmith hardware, parts, and equipment from the Vendor in connection with "Annual- Locksmith Hardware, Parts, and Equipment" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B170485GWT on November 3, 2017; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended decision on January 18, 2018; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of B170485GWT, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue on an "as needed basis" for a one (1) year period. There may be an option to extend this Agreement as

specified in the Scope of Services upon written approval of both the County and the Vendor at the time of extension or renewal for three (3) additional one (1) year periods.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B170485GWT, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement 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 the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely delivery of product, inadequate product delivered, or inadequate product performance and the Vendor shall comply with such demand within 15 days.
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If

this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or

addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:	
Name:	<u>Frank Stanco</u>	Names:	<u>Roger Desjarlais Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager Director of Procurement Management</u>
Address:	<u>14 South Front Street, Philadelphia, PA</u>	Address:	<u>P.O. Box 398</u>
			<u>Fort Myers, FL 33902</u>
Telephone:	<u>800-346-9464</u>	Telephone:	<u>239-533-2221 239-533-8881</u>
Facsimile:	<u>215-922-6552</u>	Facsimile:	<u>239-485-2262 239-485-8383</u>
E-mail:	<u>FSJ@INDEPENDENT HARDWARE.COM</u>	E-Mail:	<u>rdesjarlais@leegov.com mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation No. B170485GWT
 - 4. Vendor's Submittal in Response to Solicitation No. B170485GWT

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

INDEPENDENT HARDWARE, INC.

Signed By: Arleen McCabe

Signed By: [Signature]

Print Name: Arleen McCabe

Print Name: FRANK STANCO

Title: PRESIDENT

Date: 3/27/2018

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 6-13-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2

BY: [Signature]
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

SCOPE OF WORK AND SPECIFICATIONS LEE COUNTY, FLORIDA LOCKSMITH HARDWARE, PARTS AND EQUIPMENT

Scope

Lee County, Florida seeks a contractor to provide locksmith hardware, parts and equipment for repair and replacement of all types of locks in County owned and occupied facilities.

Pricing for the following manufacturers is requested:

A-I	HPC	RCI
Ace	ILCO	Rixson
Adams-Rite	Ingersoll-Rand	Rytan
Air Teq	Jackson	S. Parker
American Lock	Kaba Simplex	Sargent
Assa	LAB	Sargent and Greeceleaf
Best	LCN	Schlage
Brinks	Linear	Securitron
Command Access	Locknetics	Security and Safety
CompX	Lucky Line	Simplex
Corbin Russin	Mag Security	Southco
Detex	Major	Southern Folger
Don-Jø	Masterlock	Southern Steck
Door-o-matic	Multiflock	Supra
Dorma	National	Tiffin Metal Products
ESP	Norton	Trine
Folger Adams	NSP	Von Duprin
HES	Olympus Lock	Yale

EXHIBIT A SCOPE OF SERVICES

BASIS OF AWARD

Vendors meeting the requirements of these specifications will receive an award. It is the county's intent to award to a pool of vendors; this will allow individual departments and divisions to use the vendor that has the needed product that best supports their locksmith hardware, parts and equipment at the most reasonable price. Lee County reserves the right to purchase the product or service listed in this bid elsewhere in an emergency. The basis of award for this bid will be the bidder(s) meeting specifications; who offers the best percentage discount off catalog list prices for locksmith hardware, parts and equipment. The discount bid must apply across the entire product line. All rebates, volume discounts, etc. shall be included in the price bid. Lee County reserves the right to award to multiple vendors per manufacturer product line.

DESCRIPTION & ESTIMATED EXPENDITURE

Lee County intends to purchase locksmith hardware, parts and equipment under this invitation to bid, for various sites located throughout Lee County. The need exists to have a proper source of supply that is responsive, readily available and able to meet Lee County requirements with minimum delay in acquisition and/or delivery. Since the departments of Lee County maintain a minimal inventory, these items are procured on an "as required" or "emergency" basis only, and delays in acquisition are not acceptable.

Expenditures for the last fiscal year have been estimated at \$ 35,000. This figure is given strictly as an estimate for potential bidders and for bidding purposes only. A wide variance in actual expenditures can be expected due to "as necessary" or "emergency" procurement habits. Therefore, no guarantee is given or implied as the total quantity or dollar values of this bid. Lee County is not obligated to place any order with vendors participating in this bid. Contract awards will only guarantee a specific source of supply for Lee County and will not guarantee or obligate total dollar expenditure.

All departments will be encouraged to refer to websites, catalogs and discounts of participating vendors of this bid, in their attempt to fill their requirements at the lowest net prices.

TERM OF BID

If awarded, the terms of this bid shall be in effect for one year. The county reserves the right to renew this bid, for up to three additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

CONTRACTOR PERFORMANCE

Contractor(s) shall maintain an acceptable level of satisfactory service throughout the duration of the contract. To ensure the security of this level of performance, Lee County reserves the right to withhold any monies owed to a contractor who is not performing satisfactorily, fails to provide specific services, or any reason deemed necessary by Lee County. Reason for any withholdings will be provided to the contractor in writing along with an acceptable time frame the contractor has to fulfill any and all of the reasons to bring the level of service back to satisfactory. If services are not corrected within the time frame allocated by the ordering department or its designee, then contract may be terminated. Furthermore, Lee County has the right to subcontract any costs incurred to Lee County from the invoices or monies owed due to the unsatisfactory performance of contractor. The withholding of any monies and the subtraction of cost/fees incurred will be used at the discretion of Lee County. If no monies are owed to a contractor and performance levels are below satisfactory then termination of contract as outlined in this bid will apply.

B170485GWT Annual Locksmith Hardware, Parts and Equipment

EXHIBIT A SCOPE OF SERVICES

DELIVERY

NOTE: The bid percentage/net price for the parts and supplies shall include INSIDE DELIVERY, F.O.B. Ft. Myers, FL to any county location as directed.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number, which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

PRICE ESCALATION/DESCALATION

Offers shall be submitted with the understanding that no price increases shall be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of each 365 calendar days and only where verified to the satisfaction of the Lee County Procurement Department. The vendor must provide no less than a 60-day advanced written notice prior to the end of the 365 calendar days and each 365 calendar day period thereafter.

Any approved price change will be effective only at the beginning of the contract effective date for that year. The vendor shall document the amount and proposed effective date of the change in price. Documentation shall be supplied with vendor's request for increase, which will: (1) verify that the requested price increase is general in scope and not applicable just to the county; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others is not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. Procurement Management may make such verification as deemed adequate. An increase, which Procurement Management determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract. Lee County Procurement Management will notify using agencies and vendor(s) in writing of the effective date of any increase, which is approved.

The vendor shall fill all purchase orders received prior to the effective date of any price adjustments at the old contract prices. The vendor is further advised that price decreases, which affect the cost of materials, labor and transportation, are required to be passed on to the county immediately. Failure to do so will result in action to recoup such amounts.

REPLACEMENTS

Replacements of discontinued or extended (extended meaning longer than 45 calendar days) out-of-stock items may be replaced with the same product that is being replaced. Contractor shall provide written documentation for acceptance by Lee County department authorized designee prior to substitution.

BACKORDERS

Backorders shall be held to a minimum. It shall be expected that 90% of backordered items be shipped within 5 days after receipt of the first order.

RETURN POLICY

Lee County requires the ability to return any and all new and unused items purchased under this bid to the awarded vendor within 60 calendar days after receipt without a restocking fee.

RFI: B170485GWT Annual Locksmith Hardware, Parts and Equipment

EXHIBIT A SCOPE OF SERVICES

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all county departments. This person or contingency shall be readily available during normal work hours by phone or in person and shall be knowledgeable of the terms and procedures involved.

SUB-CONTRACTORS

The use of sub-contractors under this bid is not allowed without prior written authorization from the county representative.

REGULAR DISTRIBUTER

Bids will be considered only from firms, which qualify as a "regular distributor".

A "regular distributor" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the equipment, materials and/or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

End of Scope of Work and Specifications Section

EXHIBIT B FEE SCHEDULE

INDEPENDENT HARDWARE INC.

14 S. FRONT STREET
PHILADELPHIA, PF 19106

TEL# 800-346-9464

FAX# 215-922-6552

EMAIL: FSJ@INDEPENDENTHARDWARE.COM

LEE COUNTY SOLICITATION # B170485GWT

ANNUAL-LOCKSMITH HARDWARE, PARTS AND EQUIPMENT

MANUFACTURE NAME	PERCENTAGE OFF CURRENT MSRP
Column 1	Column 2
A-1	50%
ACE	50%
ADAMS RITE	59%
AIR-TEQ	10%
AMERICAN LOCK	54%
ASSA	48%
BEST	60%
R.R. BRINKS	20%
COMMAND ACCESS	53%
COMPX	53%
CORBIN RUSSWIN	55%
DETEX	58%
DON JO	57%
DOOR-O MATIC (FALCON)	60%
DORMA	57%
ESP	50%
FOLGER ADAMS	20%
HES	57%
HPC	15%
ILCO	51%
INGERSOLL-RAND (ALLEGION)	57%
JACKSON	50%
KABA SIMPLEX (DORMA-KABA)	54%
LAB	53%
LCN	54%
LINEAR	5%
LOCKNETICS (SCHLAGE)	56%
LUCKY LINE	52%
MAG SECURITY	40%
MAJOR	45%
MASTER LOCK	54%
MUL-T-LOCK	53%
NATIONAL (STANLEY/NATIONAL)	50%
NORTON	55%
NSP	10%
OLYMPUS LOCK	52%
RCI	56%
RIXSON	55%
RYTAN	5%
S. PARKER	58%
SARGENT	55%
SARGENT & GREENLEAF	20%
SCHLAGE (MECHANICAL)	59%
SECURITRON	56%
SECURITY & SAFETY	5%
SIMPLEX E-PLEX (DORMA-KABA)	59%
SOUTHCO	5%
SOUTHERN-FOLGER	20%
SOUTHERN STEEK	5%
SUPRA	5%
TIFFIN METAL PRODUCTS	5%
TRINE	52%
VON DUPRIN	54%
VALE	55%

EXHIBIT C INSURANCE REQUIREMENTS

Insurance Requirements

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease - policy limit

*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section



INDEP-1

OP ID: CC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W. T. Shevland & Assoc., Inc Chester County Commons 13 Mystic Lane Malvern, PA 19355 Philip S. Goldstein	610-647-3115	CONTACT NAME: Susanne Brennan CISR	
		PHONE (A/C, No, Ext): 610-647-3115	FAX (A/C, No): 610-647-8487
		E-MAIL ADDRESS: sbrennan@shevland.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Selective Ins Co of Southeast	39926
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED Independent Hardware Inc
and Independent Hardware South
Inc
Vincent Campagna
14 South Front St.
Philadelphia, PA 19106

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ELITE PAC <input checked="" type="checkbox"/> BLANKET AI/WAIVER GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		S 2142387	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		S 2142387	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		S 2142387	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9028187	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<input type="checkbox"/> BOP/POWER PAC			S 2142387	01/01/2018	01/01/2019	BPP/RC/SP 711,858
A	<input type="checkbox"/> IM/INSTALL/TRANSIT			S 2142387	01/01/2018	01/01/2019	\$100K BPP OFF/TRANSIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials will be named as Additional Insured on the General Liability policy, including Products and Completed Operations coverage.

CERTIFICATE HOLDER	CANCELLATION
LEECO-1 Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susanne M Brennan</i>

Selective Insurance Company of the Southeast

A.M. Best #: 002020 NAIC #: 39926 FEIN #: 561285899

Administrative Office
40 Wantage Avenue
Branchville, NJ 07890
United States

[View Additional Address Information](#)



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

Web: www.selective.com
Phone: 973-948-3000
Fax: 855-540-6760

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 058466 - Selective Insurance Group, Inc is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	p (Pooled)
Financial Size Category:	XIV (\$1.5 Billion to \$2 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 08, 2017
Initial Rating Date:	June 30, 1950

Long-Term Issuer Credit Rating View Definition

Long-Term: a+
Outlook: Stable
Action: Affirmed
Effective Date: September 08, 2017
Initial Rating Date: June 01, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Carl Altenburg
Director: Jacqualene Lentz, CPA

Disclosure Information

Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

Press Release

[A.M. Best Affirms Credit Ratings of Selective Insurance Group, Inc. and Its Subsidiaries](#)
 September 08, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 1950.

Financial Strength Rating

Effective Date Rating

9/8/2017	A
8/16/2016	A
5/28/2015	A
5/27/2014	A
6/13/2013	A

Long-Term Issuer Credit Rating

Effective Date	Rating
----------------	--------

9/8/2017	a+
8/16/2016	a+
5/28/2015	a+
5/27/2014	a+
6/13/2013	a+

Best's Credit Reports



Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 10/30/2017 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

[View additional news, reports and products for this company.](#)

Press Releases

<u>Date</u>	<u>Title</u>
Sep 08, 2017	A.M. Best Affirms Credit Ratings of Selective Insurance Group, Inc. and Its Subsidiaries
Aug 16, 2016	A.M. Best Affirms Ratings of Selective Insurance Group, Inc. and Its Subsidiaries
May 28, 2015	A.M. Best Affirms Ratings of Selective Insurance Group, Inc. and Its Subsidiaries
May 27, 2014	A.M. Best Affirms Ratings of Selective Insurance Group, Inc. and Its Subsidiaries
Jun 13, 2013	A.M. Best Affirms Ratings of Selective Insurance Group, Inc. and Its Subsidiaries
Jun 18, 2012	A.M. Best Downgrades Ratings of Selective Insurance Group, Inc. and Its Subsidiaries
May 27, 2011	A.M. Best Affirms Ratings of Selective Insurance Group, Inc. and Its Subsidiaries; Maintains Negative Outlook
May 20, 2010	A.M. Best Affirms Ratings of Selective Insurance Group, Inc. and Its Subsidiaries
May 20, 2009	A.M. Best Revises Outlook to Negative for Selective Insurance Group, Inc. and Its Subsidiaries
May 16, 2008	A.M. Best Affirms Ratings of Selective Insurance Group, Inc. and Its Subsidiaries

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