

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: Professional Services

SUBJECT: Project known as: Schneider Scada Pack Panels for Utilities
Between Lee County and Consolidated Electrical Distributors, Inc.

② MF

Reference: Department Director approval: N/A
County Administrator approval: N/A

Reference: Board action approving contract/agreement

Board Date: 5/15/2018 Agenda Item No.: 29 KLC

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement on behalf of Utilities
Project Sponsoring Department

____ Recommendation to execute

____ Not recommending execution for the following reason(s):

Date received: _____ Date returned/forwarded: _____
Signed: _____

(2) **By Procurement Management:**

Recommending execution

____ Not recommending execution for the following reason(s):

Procurement Contract Reviewed by: _____ Date: _____

Date received: _____ Date returned/forwarded: 5-23-18

Signed: Jennifer Brewer-Davis

(3) **By the Risk Management**

Recommending execution

____ Not recommending execution for the following reason(s)

Date received: my 23, 2018 Date returned/forwarded: my 23, 2018

Signed: _____

(4) **By the County Attorney:**

Recommending execution

____ Not recommending execution for the following reason(s)

Date received: 5/24/18 Date returned/forwarded: _____

Signed: Chuck Lira

(5) **Board**

(6) **Clerk's Office, Minutes Department**

(7) **Procurement Management**

05/30/2018 MF
Kathy Ciccarelli
MISSY FLINT

RECEIVED BY
LEE COUNTY ATTORNEY
2018 MAY 21 AM 8:42
5/24/18

2018 MAY 29 PM 4:32
RECEIVED
MINUTES OFFICE



AGENDA ITEM REPORT

DATE: May 15, 2018
DEPARTMENT: Utilities
REQUESTER: Pamela Keyes
TITLE: Award Contract for the Supply of Schneider SCADA Pack Panels for Utilities

I. MOTION REQUESTED

- A) Award Invitation to Bid No. B170501KLC Schneider SCADA Pack Panels for Utilities to Consolidated Electrical Distributors, Inc. (CED) to provide Schneider USPS 13060 SCADA Pack Panels on an as needed basis, as approved in the department's annual adopted budget, for an initial period of two years.
- B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
- C) Grant the Director of Procurement Management the authority to negotiate renewals of the contract, including changes in price, for up to three additional one-year periods, and/or to extend the contract, and to execute all associated documents, with County Administration approval, as approved in the departments' annual adopted budgets, if doing so is in the best interest of Lee County.

II. ITEM SUMMARY

Award a contract to Consolidated Electrical Distributors, Inc. (CED) to provide Schneider Supervisory Control and Data Acquisition (SCADA) Pack Panels for Lee County Utilities. SCADA Pack Panels are part of the communication system that allows staff to monitor and control remote facilities, such as Lift Stations, well sites, and water tanks. Anticipated annual spend rate for this equipment is \$500,000 and within the department's annual adopted budget.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

On November 17, 2017, the Department of Procurement Management advertised Invitation to Bid No. B170501KLC Schneider SCADA Pack Panels for Utilities to solicit bids from authorized distributors in the Lee County area to provide Schneider USPS 13060 SCADA Pack Panels. SCADA Pack Panels are part of the communication system that allows staff to monitor and control remote facilities, such as Lift Stations, well sites, and water tanks. The existing equipment is an obsolete analog system that can no longer be purchased or maintained.

There are only two authorized distributors in the area. See attached letter from Schneider Electric. On the bidding deadline, Procurement Management received bids from the two authorized distributors: Consolidated Electrical Distributors (CED) and Graybar Electric Company Inc. Utilities reviewed the bids and staff is recommending that the Board award the contract to Consolidated Electrical Distributors (CED). Anticipated annual spend rate for this equipment is \$500,000 and within the department's annual adopted budget.

B) Policy Issues

C) BoCC Goals

D) Analysis

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	See comments below.
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	Yes
F)	Fund: Utilities Capital Improvement Program: Capital Improvement Project: Remote Telemetry Replacements Account Strings: 20762348730.506410	
G)	Fund Type?	Enterprise
H)	Comments: Expenditures will be as needed and within the department's annual adopted budget.	

V. RECOMMENDATION
 Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
<u>Vendor Executed Contract</u>	4/24/2018	Contract

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Tucker, Mary	Approved	5/1/2018 - 7:58 AM
Utilities	Keyes, Pamela	Approved	5/1/2018 - 8:02 AM
Budget Services	Guttery, Angela	Approved	5/2/2018 - 11:50 AM
Budget Services	Winton, Peter	Approved	5/2/2018 - 1:09 PM
County Attorney	Swindle, Amanda	Rejected	5/2/2018 - 2:41 PM
Utilities	Keyes, Pamela	Approved	5/2/2018 - 3:01 PM



CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

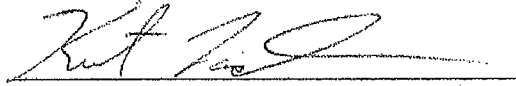
1920 WESTRIDGE DRIVE, IRVING, TEXAS 75038
TELEPHONE: (972) 582-5300

COUNTY OF DALLAS

STATE OF TEXAS

Kurt Lasher being duly sworn disposes and says that he is the President of Consolidated Electrical Distributors, Inc. a corporation organized and existing under and by virtue of the laws of the state of Delaware and having its principal office at 1920 Westridge Drive, Irving, Texas 75038. Affiant further says that he is familiar with the records, minute books and by-laws of Consolidated Electric Distributors, Inc. Affiant further says that **Joe Russell**, Manager of the Corporation, is duly authorized to sign contracts, agreements and purchase orders to supply Lee County with B170501KLC Schneider Pack Panels.

Given under my hand and seal as of this 12th day of January, 2018.

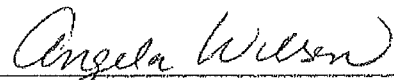

Kurt Lasher, President

Corporate Seal

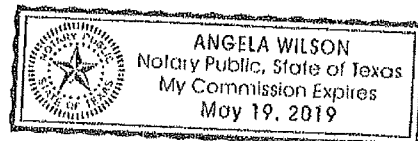
State of Texas
County of Dallas

Subscribed and sworn to before me this 12th day of January, 2018 Kurt Lasher proved to me on the basis of satisfactory evidence to be the person who appeared before me.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


Angela Wilson, Notary Public

My Commission expires May 19, 2019





Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by FEI/EIN Number

Foreign Profit Corporation

CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

Filing Information

Document Number	F0100000019
FEI/EIN Number	77-0559191
Date Filed	01/02/2001
State	DE
Status	ACTIVE
Last Event	NAME CHANGE
AMENDMENT	
Event Date Filed	02/09/2001
Event Effective Date	NONE

Principal Address

1920 WESTRIDGE DRIVE
IRVING, TX 75038

Changed: 04/25/2012

Mailing Address

1920 WESTRIDGE DRIVE
IRVING, TX 75038

Changed: 04/25/2012

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title President

LASHER, KURT
1920 WESTRIDGE DRIVE
IRVING, TX 75038

Title VP

BRADFORD, DAVID T

1920 WESTRIDGE DRIVE
IRVING, TX 75038

Title Secretary

BRADFORD, DAVID T
1920 WESTRIDGE DRIVE
IRVING, TX 75038

Title Treasurer

STEWART, KATHLEEN
1920 WESTRIDGE DRIVE
IRVING, TX 75038

Title Director

COLBURN, KEITH W
555 SKOKIE BLVD., SUITE 555
NORTHBROOK, IL 60062

Title Director

COLBURN, RICHARD W
555 SKOKIE BLVD., SUITE 555
NORTHBROOK, IL 60062

Title CHAIRMAN

BURSCH, DEAN H
1920 WESTRIDGE DRIVE
IRVING, TX 75038

Title DIRECTOR

GRIGOR, CAROL C
555 SKOKIE BLVD
SUITE 555
NORTHBROOK, IL 60062

Title ASSISTANT SECRETARY

VERBECK, DAVID
1920 WESTRIDGE DRIVE
IRVING, TX 75038

Annual Reports

Report Year	Filed Date
2015	04/20/2015
2016	04/26/2016
2017	04/26/2017

Document Images

04/26/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/20/2015 -- ANNUAL REPORT	View image in PDF format
04/17/2014 -- ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
04/25/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
04/19/2010 -- ANNUAL REPORT	View image in PDF format
04/20/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
04/10/2007 -- ANNUAL REPORT	View image in PDF format
04/24/2006 -- ANNUAL REPORT	View image in PDF format
04/21/2005 -- ANNUAL REPORT	View image in PDF format
04/19/2004 -- ANNUAL REPORT	View image in PDF format
05/23/2003 -- ANNUAL REPORT	View image in PDF format
05/14/2002 -- ANNUAL REPORT	View image in PDF format
02/09/2001 -- Name Change	View image in PDF format
01/02/2001 -- Foreign Profit	View image in PDF format

2017 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F0100000019

Entity Name: CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

Current Principal Place of Business:

1920 WESTRIDGE DRIVE
IRVING, TX 75038

Current Mailing Address:

1920 WESTRIDGE DRIVE
IRVING, TX 75038 US

FEI Number: 77-0559191

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name LASHER, KURT
Address 1920 WESTRIDGE DRIVE
City-State-Zip: IRVING TX 75038

Title VP
Name BRADFORD, DAVID T
Address 1920 WESTRIDGE DRIVE
City-State-Zip: IRVING TX 75038

Title SECRETARY
Name BRADFORD, DAVID T
Address 1920 WESTRIDGE DRIVE
City-State-Zip: IRVING TX 75038

Title TREASURER
Name STEWART, KATHLEEN
Address 1920 WESTRIDGE DRIVE
City-State-Zip: IRVING TX 75038

Title DIRECTOR
Name COLBURN, KEITH W
Address 555 SKOKIE BLVD., SUITE 555
City-State-Zip: NORTHBROOK IL 60062

Title DIRECTOR
Name COLBURN, RICHARD W
Address 555 SKOKIE BLVD., SUITE 555
City-State-Zip: NORTHBROOK IL 60062

Title CHAIRMAN
Name BURSCH, DEAN H
Address 1920 WESTRIDGE DRIVE
City-State-Zip: IRVING TX 75038

Title DIRECTOR
Name GRIGOR, CAROL C
Address 555 SKOKIE BLVD
 SUITE 555
City-State-Zip: NORTHBROOK IL 60062

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID VERBECK

ASSISTANT SECRETARY 04/26/2017

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title ASSISTANT SECRETARY
Name VERBECK, DAVID
Address 1920 WESTRIDGE DRIVE
City-State-Zip: IRVING TX 75038



CERTIFICATE OF LIABILITY INSURANCE

11/1/2018

DATE (MM/DD/YYYY)

11/1/2017

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).

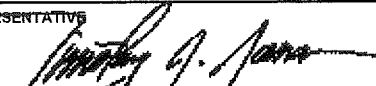
PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Property Casualty Co of America		25674
INSURER B : The Travelers Indemnity Company		25658
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CONEL07 **CERTIFICATE NUMBER:** 13635502 **REVISION NUMBER:** XXXXXXXX

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"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TC2JGLSA4252B431-17	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-4252B443-17	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A B B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2JUB4252B418-17 TRKUB4252B42A-17 (AZ/MA/WI)	11/1/2017 11/1/2017	11/1/2018 11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance as respects operations of the Named Insured. Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are named as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER 13635502 Lee County Board of County Commissioners P.O. Box 398 Fort Myers FL 33902-0398	CANCELLATION See Attachment 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 
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POLICY NUMBER: TC2JGLSA4252B431-17

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) This insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard".
3. This insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether on primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

COMMERCIAL GENERAL LIABILITY

- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance

provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. while that part of the contract or agreement is in effect; and
- c. before the end of the policy period.

Travelers Property Casualty Company of America

A.M. Best #: 004461 NAIC #: 25674 FEIN #: 362719165

Domiciliary Address

One Tower Square
Hartford, CT 06183
United States

Web: www.travelers.com

Phone: 860-277-0111

Fax: 860-277-7002



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

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058470 - The Travelers Companies, 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++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 05, 2017
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 05, 2017
Initial Rating Date:	April 18, 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: Gregory Dickerson

Director: Jennifer Marshall, CPCU, ARM

Disclosure Information

Disclosure Information Form

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

Press Release

A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries
October 05, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 1972.

Financial Strength Rating

Effective DateRating

10/5/2017	A++
7/22/2016	A++
5/28/2015	A++
5/23/2014	A++
5/30/2013	A+

Long-Term Issuer Credit Rating

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

10/5/2017	aa+
7/22/2016	aa+
5/28/2015	aa+
5/23/2014	aa+
5/30/2013	aa

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: 10/24/2017 (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	
Date	Title
Oct 05, 2017	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jul 22, 2016	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 28, 2015	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 23, 2014	A.M. Best Upgrades Ratings of The Travelers Companies, Inc. and Most of Its Subsidiaries
May 30, 2013	A.M. Best Revises Outlook to Positive for The Travelers Companies, Inc. and Most of Its Subsidiaries
May 10, 2012	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 26, 2011	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jun 08, 2010	A.M. Best Upgrades Issuer Credit Ratings of Travelers Group
Jun 03, 2008	A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries
Jun 18, 2007	A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries

1 2 Page size: 10 19 items in 2 pages

Find a Best's Credit Rating

Enter a Company Name

[Advanced Search](#)

How to Get a Best's Credit Rating

Best's Credit Ratings Mobile App

European Union Disclosures

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Australian Disclosures

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Important Notice: A.M. Best's Credit Ratings are independent and objective opinions, not statements of fact. A.M. Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. A.M. Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of Credit Rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Understanding Best's Credit Ratings](#).

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The Travelers Indemnity Company

A.M. Best #: 002520 **NAIC #:** 25658 **FEIN #:** 060566050

Domiciliary Address

One Tower Square
 Hartford, CT 06183
 United States

Web: www.travelers.com

Phone: 860-277-0111

Fax: 860-277-7002



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

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058470 - The Travelers Companies, 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++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 05, 2017
Initial Rating Date:	June 30, 1922
Long-Term Issuer Credit Rating View Definition	

Long-Term: aa+
Outlook: Stable
Action: Affirmed
Effective Date: October 05, 2017
Initial Rating Date: April 18, 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: Gregory Dickerson
Director: Jennifer Marshall, CPCU, ARM

Disclosure Information

Disclosure Information Form

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

Press Release

[A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries](#)
 October 05, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective DateRating

10/5/2017	A++
7/22/2016	A++
5/28/2015	A++
5/23/2014	A++
5/30/2013	A+

Long-Term Issuer Credit Rating**Effective DateRating**

10/5/2017	aa+
7/22/2016	aa+
5/28/2015	aa+
5/23/2014	aa+
5/30/2013	aa

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: 10/24/2017 (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>
Oct 05, 2017	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jul 22, 2016	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 28, 2015	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 23, 2014	A.M. Best Upgrades Ratings of The Travelers Companies, Inc. and Most of Its Subsidiaries
May 30, 2013	A.M. Best Revises Outlook to Positive for The Travelers Companies, Inc. and Most of Its Subsidiaries
May 10, 2012	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 26, 2011	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jun 08, 2010	A.M. Best Upgrades Issuer Credit Ratings of Travelers Group
Mar 13, 2009	A.M. Best Withdraws Ratings of Atlantic Insurance Company
Jun 03, 2008	A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries

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Page size: 10

23 items in 3 pages

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Best's Credit Ratings
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Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

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**AGREEMENT FOR
SCHNEIDER SCADA PACK PANELS FOR UTILITIES**

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 Consolidated Electrical Distributors, Inc., a Delaware corporation authorized to do business in the State of Florida, whose address is 1920 Westridge Drive Irving, TX 75038, and whose federal tax identification number is 77-0559191, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Schneider USPS113060 Scada Pack Panels from the Vendor in connection with "Schneider Scada Pack Panels for Utilities" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B170501KLC on November 17, 2017 and,

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

WHEREAS, the County posted a Notice of Intended Decision, signed by Lee County Procurement Management, on February 1, 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 for the Purchase, a more specific description is set forth in the Scope of Work and Specifications Section of Solicitation No. B170501KLC, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170501KLC, 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

This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue through the delivery of the Purchase and the

associated warranty period as further described in this Agreement. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department the commodity or services on an "as needed basis" for a two-year (2) period. There may be an option to extend this Agreement as specified in the Scope of Services upon the written approval of both the County and the Vendor at the time of extension or renewal for up to three (3) additional one (1) year periods.

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 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 as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B170501KLC, 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.

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'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>Joe Russell</u>	Names:	<u>Roger Desjarlais Mary Tucker</u>
Title:	<u>Manager</u>	Titles:	<u>County Manager Director of Procurement Management</u>
Address:	<u>6200 Metroplex Drive Fort Myers, FL33966</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>239-334-4581</u>	Telephone:	<u>239-533-2221 239-533-8881</u>
Facsimile:	<u>239-332-5139</u>	Facsimile:	<u>239-485-2262 239-485-8383</u>
E-mail:	<u>jrussell@cedftmy.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. B170501KLC
 - 4. Vendor's Submittal in Response to Solicitation No. B170501KLC

[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:

Consolidated Electrical Distributors, Inc.

Signed By: *Joan Rimes*

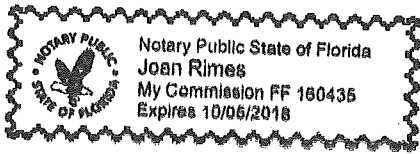
Signed By: *Joe Russell*

Print Name: Joan Rimes

Print Name: Joe Russell

Title: Manager

Date: 3-8-2018



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

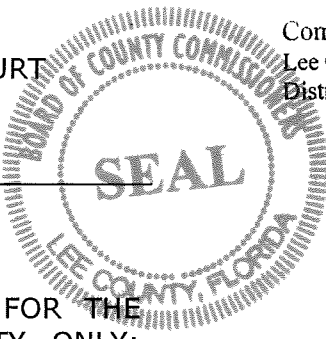
BY: *Cecil L. Pendergrass*
CHAIR

DATE: 5-29-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

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

BY: *Missy Flint*
DEPUTY CLERK



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

BY: *Lo Chuck Lira*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

Ver 11/07/2016

SCOPE OF WORK AND SPECIFICATIONS

Lee County Utilities is looking to purchase approximately 20 – 40 Schneider USPS113060 Scada Pack Panels each year for five years depending on what the budget will allow. They may purchase from one to 40 at a time, depending on need and budget, throughout the year. They may not purchase the whole forty at a time. The pricing should include delivery and all other ancillary costs.

Although no installation is required, the vendor will be required to offer support for Lee County Utilities with this project.

REPLACEMENT PANELS

Should some part of the panel or the complete panel become obsolete Lee County will negotiate the pricing with the vendor.

BASIS OF AWARD

The basis of award for this bid will be lowest most responsive responsible bidder meeting specifications.

NOTE: Lee County reserves the right to reject unbalanced bids (a bid where a normally low cost item is priced well out of the normal range).

PRICE ESCALATION/DE-ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Division of Procurement as provided herein. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.

The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Division of Procurement. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. 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 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. The Division of Procurement may make such verification as deemed adequate. However, an increase, which the Division of Procurement determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Procurement. The Division of Procurement will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases that 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.

End of Scope of Work and Specifications Section

**EXHIBIT B
FEE SCHEDULE**

Description	Cost Per Unit
Part No. USPS113060 Schneider Scada Pack Panels	\$16,315.00

**EXHIBIT C
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

EXHIBIT C
INSURANCE REQUIREMENTS

Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”

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.