

EXHIBIT A – SCOPE OF WORK/SERVICES

19-0453

APPLIANCE REPAIR SERVICES

SCOPE OF SERVICES

This is an indefinite quantity with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation.

The manufacturers of the appliances are, including, but not limited to, the following: Whirlpool, Maytag, Frigidaire, Imperial, GE, LG, Amana, Roper, Speedqueen, Samsung, Performa, Haier, Admiral, Hotpoint, Kenmore, Electrolux, Magic Chef, etc.

The contractor shall provide the services, work and/or items in a timely and proper manner in accordance with the contract including, but not limited to, the following:

- 1- Complete tasks such as troubleshooting, diagnosing or repair services on an as needed basis and with the County's approval.
- 2- Furnish at a minimum, all materials, labor, supervision, test equipment, tools, and/or replacement parts or refrigerant (if needed) to diagnose and repair any failed equipment.
- 3- Repair service shall include removal of damaged components without damaging working components and replacing damaged components with new components. Repair service shall also include unlimited replacement parts, labor and delivery and all ancillary costs. The contractor shall be responsible for all costs associated with parts acquisition, including parts acquired from the original manufacturer or other suppliers.
- 4- For any out of warranty parts purchased to be invoiced to the County, the contractor will provide detailed documentation including part purchased, purchase cost with separate line item showing the actual part cost and tax and shipping costs.
- 5- The contractor shall warrant all parts and components used to repair County equipment with standard manufacturer warranty and shall be indicated on invoice. Contractor shall warrant all labor work performed for a period of sixty (60) days upon completion of the repair.
- 6- No repair or service shall be charged to Lake County for equipment under warranty.
- 7- Contractor shall respond by phone or email within twenty-four (24) hours of contact by the County, in order to minimize downtime and inconvenience.
- 8- Provide a clear and legible copy of the work order showing all work performed, indicating the date and time of arrival and departure at the facility and include copies of material cost.

ACCIDENT PREVENTION AND BARRICADES

Precautions must be exercised at all times for the protection of persons and property. All vendors performing services under the contract must conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements will be borne solely by the responsible vendor. Barricades must be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

COST ESTIMATE FOR EACH PROJECT

The vendor(s) shall be required to submit a written estimate on each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the

EXHIBIT A – SCOPE OF WORK/SERVICES

19-0453

APPLIANCE REPAIR SERVICES

most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates shall not be accepted. The County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

FURNISH AND INSTALL REQUIREMENTS

The specifications and statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications or statement of work will not relieve the vendor from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor will also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, shipping and handling, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

KEY VENDOR PERSONNEL

In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the vendor must be able to promptly provide a qualified replacement. In the event the vendor wishes to substitute personnel, the vendor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

LABOR, MATERIALS, AND EQUIPMENT MUST BE SUPPLIED BY THE VENDOR

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment must be of a suitable type and grade for the purpose. All material, workmanship, and equipment must be subject to the inspection and approval of the County's Project Manager.

MATERIALS MAY BE MAINTENANCE CERTIFIED

The County hereby agrees that materials supplied by the vendor in conjunction with this contract may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) as long as they are warranted for merchantability, and carry a warranty equal to new products. In the event any of the

EXHIBIT A – SCOPE OF WORK/SERVICES

19-0453

APPLIANCE REPAIR SERVICES

materials supplied to the County by the vendor are found to be defective or do not conform to specifications, the County reserves the right to either (1) cancel the order and return such materials to the vendor at the vendor's expense; or (2) require the vendor to replace the materials at the vendor's expense. The vendor's supplier of maintenance certified equipment should be easily identifiable to the County.

PARTS REPLACEMENT REQUIREMENTS

1. The contractor must have sufficient parts depots/locations in order to provide parts to field repair person in a timely basis.
2. All parts installed in any piece of equipment must have been originally manufactured for that equipment or must be a certified equivalent. Deviations from the original or approved replacement part or revision level must be approved in writing by the County before that part is installed in any County owned equipment. Only new parts and materials are permissible where replacement of parts and materials is required in accordance with the manufacturer's guidelines to affect the necessary parts.
3. Non-compliant parts or components installed by the contractor are required to be replaced by the contractor with approved parts, at no expense to the County. Continued use of non-acceptable parts will be cause for complaint and may be cause for cancellation of contract.

REBATES AND SPECIAL PROMOTIONS

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

STAFFING

The contractor shall have certified repair persons specifically trained for one or more types of equipment specified in this RFP, and able to respond knowledgeably to any equipment failure. There must be a primary repair person and backups. Each primary and backup repair person must be trained on the equipment to which they are assigned.

PRICE REDETERMINATIONS

The contractor may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) calendar days of the anniversary date of the Agreement and only after the Agreement has been in effect for at least one (1) year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement.

- A. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total

EXHIBIT A – SCOPE OF WORK/SERVICES

19-0453

APPLIANCE REPAIR SERVICES

Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the [Statistics Site](#). The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor’s employees or subcontractors performing work or services pursuant to the Agreement.

- B. Fuel Price Redetermination. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303,” as such may be applicable to the Contractor’s operations in connection with the Contractor’s performance of the Agreement.

All Price Redeterminations shall be calculated as demonstrated in this example:

Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wage or fuel).

Current applicable PPI	\$200.50
Base index PPI	<u>- \$179.20</u>
PPI increase dollars	\$21.30
PPI increase percentage	11.9%
(\$21.30 ÷ \$179.20 = .1189)	
Unit cost of the service is:	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
\$30.00 × 11.9% =	\$3.57
New unit price is	\$103.57
(\$100 + \$3.57)	

- C. Expiration Upon Failure to Agree to Price Redetermination. If the County and the Contractor cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]