

EXHIBIT A – SCOPE OF WORK/SERVICES

20-0404

PORTABLE TOILETS, RENTAL AND SERVICE

The purpose of this solicitation is to establish a contract to provide portable restrooms on a rental basis, along with related services, on an as needed basis in conjunction with the County's needs. The units will be located at various parks and other County locations in Lake County as described herein.

This is an indefinite quantity term contract with no guarantee services will be required. A minimum volume is not guaranteed. Actual quantities shall be those ordered by participating County offices as needs are determined by each office. Orders will be issued by email/phone/fax and/or purchase order throughout the contract period as needs are determined. Quantities, if or when given, are for evaluation purposes only.

Vendor shall notify the County's office representative whether the pick-up of portable toilets should be made prior to emergencies, such as hurricanes or any other natural disasters. Lake County will not be responsible for damages to portable toilets due to such disasters.

All units supplied shall be delivered undamaged, in clean, sanitary condition with all facilities operable. Upon delivery of the portable toilets, the Vendor and the County's office representative shall fully inspect all units for proper flushing, chemical level and structure mass. Each unit shall have a lockable door, non-skid floors, good lighting and proper ventilation. All handicap units shall be ADA compliant. Any units not meeting these standards shall be refused and Vendor shall be required to deliver acceptable units within five (5) hours at no additional cost to the County.

Mobile Toilet Trailer Facilities (twenty foot (20') and twenty-eight (28') foot crowd-pleasers), if or when requested, must be provided for men and women. All Mobile Toilet Trailer Facilities must be ADA compliant. Fiberglass or wood constructed trailers may be offered that provide completely separate and individual units for men and women, or that have split facilities in one system, to be utilized by both parties. Units shall be provided on trailer frame system to allow for ease in transporting and set-up at event site. Mobile Toilet Trailer Facilities must have flushing toilets, urinals (where applicable), sinks with running water and soap, towel dispenser and paper towels, working air conditioning units, interior lighting, interior exhaust fans, electrical and water hook-ups, fully self-contained except for external electrical and water requirements (set-up to include supplying enough hose to reach water supply) and all units must be equipped with solid staircases secured to each unit including reflector tape for night use.

Delivery, pick-up, installation, and/or any initial service fee are to be included in firm bid price. Weekly pumping portable toilets, as required, are to be included in firm bid price. Vendor shall respond to request for additional pump-outs within four (4) hours whereupon Lake County agrees to pay an additional pump-out charge.

Pumping and servicing of the units shall be performed in a professional and sanitary manner once every week that unit is on site unless otherwise mutually agreed by vendor and Project Manager. The units shall be thoroughly cleaned, scrubbed, toilet seat and urinal area completely

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disinfected and all supplies replenished. Chemical solution shall be of a quality to act as an effective germicide, killing germ and insects, discouraging rodents and to dissipate odors. All waste material shall be disposed of in accordance with State and Federal regulations.

Vendor shall deliver additional port-a-lets within forty-eight (48) if additional units are needed.

The County shall not be responsible for any damaged, destroyed, and/or lost equipment; the vendor shall be solely responsible for any and all expenses, costs and/or charges whatsoever associated with damage, destruction, or loss of its equipment with the exception of removable graffiti. Any graffiti will be removed or painted over at each cleaning by the Vendor.

In instances when a portable unit is rented on a monthly basis, but is not needed the entire month, a pro-rated amount will be calculated for that month. Calculation of the amount owed for a partial month will be calculated as follows:

Example: Unit rented for two (2) months but is only needed for one (1) month and fifteen (15) days.

Monthly Rate: \$50.00/month

Days in the month: 30

Example Charges: \$50.00 for first month

\$1.666 per day x 15 days = \$25.00 for second month

Special Events

The successful Vendor shall provide all labor, transportation, equipment and materials for delivery, proper set-up and take down, and removal of all rental units. Each event shall require one person on-site per each crowd pleaser (i.e., if three (3) crowd-pleasers are ordered, vendor shall provide three (3) attendants) during special event hours to clean, restock and supply units. Pump truck must be on site at all times to empty units or the truck must be scheduled to empty units on a regular basis. The schedule must be approved in advance by Lake County's office representative.

Portable toilet units shall be utilized at sponsored special events to be located in designated locations. It shall be the responsibility of the successful bidder to deliver the units in a clean, good condition and to maintain and repair any damages to the units during the rental period. Weekend delivery, pump out and pick-up shall incur no additional cost to the County. Portable toilet units shall be removed by Vendor from location within twenty-four (24) hours after the end of the scheduled event.

There must be a supervisor on call who can be reached by telephone or portable phone in case equipment problems arise during special events. Supervisor on call must respond within fifteen (15) minutes of initial call. Any problems that arise concerning the operations of any unit must be corrected or an additional unit shall be made available at no cost to the County within one (1) hour after the initial call has been made.

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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.

ADDITIONAL FACILITIES MAY BE ADDED

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County office, department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, Vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract Vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract Vendor, or for other reasons at the County's discretion.

AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this solicitation is specific to a County Office, it is hereby agreed and understood that any County office, department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County office.

CLEAN-UP

All debris and/or waste resulting from the Vendor's activities during delivery or pickup of products shall be removed from the premises, and disposed of in an appropriate manner. The Vendor shall thoroughly clean up all areas where service has been performed as mutually agreed with the associated user department's project manager or representative.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

DELETION OF FACILITIES

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County office, department or agency may delete service for any facility(ies)

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when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

DELIVERY

The Vendor shall make deliveries within two (2) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the Vendor, except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the Vendor to whom the contract is awarded fail to deliver the required goods or services under a specific order in the number of days stated above, the County reserves the right to cancel the specific order under the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the specific order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the Vendor fails to honor these re-procurement costs, the County may terminate the contract in its entirety for default.

EMERGENCY SERVICE

The Vendor shall provide twenty-four (24) hour/seven (7) days per week emergency service, as required during events such as hurricanes or any other natural disaster, to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival

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.

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.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the Vendor

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during the term of this contract; and the Vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Vendor's operation on the property. In the event the Vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

RENTAL OF OTHER ITEMS NOT LISTED IN THIS SOLICITATION

While the County has listed all major items within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional similar items that must be rented by the County during the term of this contract. Under these circumstances, a County representative will contact the Vendor(s) and obtain a price quote for the additional like items. This County representative will also obtain price quotes from at least two (2) other sources, if available. The County reserves the right to award these additional like items to the Vendor under this contract, or another commercial source, based on the lowest price quoted. If the Vendor under this contract offers the lowest quotes, the award will be confirmed as a separate release or purchase order between the vendor and the County.

RISK OF LOSS

The Vendor assumes the risk of loss of damage to the County's property during possession of such property by the Vendor, and until delivery to, and acceptance of, that property to the County. The Vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The Vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The Vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

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