

**OPERATING LEASE AND MAINTENANCE AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA AND
DOBBS EQUIPMENT, LLC
FOR VARIOUS HEAVY EQUIPMENT
RFP #22-736**

THIS OPERATING LEASE AND MAINTENANCE AGREEMENT (“Agreement”) is made by and between Lake County, Florida, a political subdivision of the State of Florida (the “County”) and Dobbs Equipment, LLC, a foreign limited liability company authorized to do business in the State of Florida, its successors and assigns (the “Lessor”).

WITNESSETH

WHEREAS, the County publicly issued a Request for Proposal, RFP #22-736 to establish one or more long term operating leases and maintenance agreements for various heavy equipment, including: four (4) motor graders with fourteen foot (14’) blades, for use by the County’s Road Operations Division; and one (1) excavator with waste handler package for use by the County’s Solid Waste Department; and

WHEREAS, the County desires to lease the following equipment from the Lessor subject to the terms of this Agreement: four (4) motor graders with fourteen foot (14’) blades and one (1) excavator with waste handler package (the “Equipment”); and

WHEREAS, the Lessor desires to provide and maintain the Equipment subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated in this Agreement.
2. **Lease Term.** The Lease term for the Equipment identified in the Scope of Services and Equipment Specifications, attached hereto and incorporated herein, including all addenda, attached as **Exhibit A**, as well as the completed Submittal Form, attached hereto and incorporated herein as **Exhibit B**, will commence on its “Delivery Date”, which is the date the County takes possession of the Equipment, and will continue for a period of **forty-eight (48) months**, unless otherwise terminated. The County, **when leasing**, will not take title to the Equipment. The title will remain in the Lessor’s name at all times during the lease term set forth in this Agreement and renewal term, if any. The County will not maintain any equity or ownership in the Equipment. The County will not accept any U.C.C. (Uniform Commercial Code) filings. The County will not provide an IRS (Internal Revenue Service) Form 8038 / 8038G.
3. **Payments.** During the Lease term, the County shall make all lease payments on a timely basis, including lease payments that are required to be made in the renewal term, if any, pursuant to the Equipment and Payment schedule, attached hereto and incorporated herein as **Exhibit C**. The County will not be entitled to cancel or terminate this Agreement except as expressly provided in this Agreement. Any lease payment received from the County will be applied to this Agreement. Payments will be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

Invoices must be submitted in duplicate to Lake County Board of County Commissioners, Attention: Public Works Department, Solid Waste Division, P.O. Box 7800, Tavares, Florida 32778. Invoices must be itemized by equipment serial number and include the contract number. Failure to submit invoices in the proscribed manner will delay payment and the Lessor may be considered in default of this Agreement and this Agreement may be terminated.

4. Option to Purchase. If the County is not in default under this Agreement, the County may elect to purchase the Equipment at the end of the lease term at a fair market value if it is in the best interest of the County. The County requests a re-disclosed purchase price at fair market value for each lease term. Fair market value will be determined by reference to recent sales of used equipment of similar type and condition and by reference to the Green Guide Construction Equipment, published by PriMedia Books, current as of the time the County exercises the purchase option. If the parties cannot agree on the fair market value based upon sales of similar equipment or by use of the Green Guide Construction Equipment, the parties agree to have the Equipment valued by an independent appraisal company, mutually agreed upon, specializing in this type of equipment, and to equally divide the cost of such appraisal. To exercise the purchase option, the County must notify the Lessor sixty (60) days prior to the end of the initial Lease Term, or applicable renewal term.

5. Assignment.

A. No assignment of the payments under this Agreement, or assignment of any right or obligation under this Agreement may be made by the County or by the Lessor without the prior written consent of the other. In the event that the Lessor assigns this Agreement with permission of the County, the assignee must agree in writing to assume all obligations contained within this Agreement, including all maintenance responsibilities described in this Agreement upon failure of the Lessor to fulfill such maintenance obligations. Failure of assignee to assume all responsibilities under this Agreement will void the assignment. Lessor will remain liable for its performance under this Agreement regardless of any assignment. The County may review the assignment and will be provided a copy of any associated documents perfecting the assignment.

B. In no event will an assignment to a third party financing company be permitted unless such financing company agrees to assume all responsibilities set forth in this Agreement, including the assumption of all maintenance responsibilities. The County shall not make lease payments unless the party accepting the payments is contractually obligated to fulfill all maintenance responsibilities.

6. Service and Use of Equipment. The Lessor shall provide, at no cost to the County, operator training to County sufficient to ensure efficient operation of the Equipment and shall provide at least two (2) copies of service, parts and operator's manual to the County. The County will only be responsible for daily fueling, checking of fluid levels and adding fluid if necessary, greasing of fittings if required, and preventative maintenance costs or costs associated with any County negligence. Otherwise, all service, maintenance and repairs will be the responsibility of the Lessor and must be conducted in accordance with the following:

A. **Operational Condition.** The Equipment must be well maintained in top operating condition with 100% of all parts, components, and systems operational. All pin, hitches and moving parts must be tight and within manufacturer's standards or tolerances. Engines, transmissions, drive axles, and hydraulic systems must be in peak operational condition at all times absent of leaks, blowby, reduced hydraulic pressures or driveline noise.

B. Downtime. Should the Lessor fail to complete the required service, maintenance, or repairs and return the Equipment to duty, or should the Lessor fail to supply the necessary parts or labor to effect the repair within forty-eight (48) continuous hours, including holidays, Saturdays and Sundays, from telephonic notification, followed by written confirmation, by the County to the Lessor, a delay charge equal to eight hundred dollars (\$800.00) per calendar day, per unit will be deducted from any leasing charge or maintenance fee schedules. Lessor may furnish like equipment in lieu of the delay charge. Delay charges will not be charged when the delay is a result of a natural disaster.

C. Transportation. All transportation for service, maintenance and repair will be the responsibility of the Lessor, except that County will be responsible for transportation related to items not covered under the manufacturer's warranty, or items necessary because of any County negligence.

D. Inspection. The Lessor will be entitled to inspect the Equipment during regular business hours at County's place of business. The County shall not install any accessory or device on the Equipment, except for such as may be removed without affecting the originally intended function or use of the Equipment.

7. Service, Maintenance and Repair.

A. General. The Lessor will be responsible for all service, maintenance and repair, both scheduled and unscheduled, of the Equipment during the Lease Term in accordance with the following:

1) This Agreement includes all parts, filters, oils, and other fluids (excluding top-off lubricants and fuel), delivery freight charges, labor travel time and mileage charges to complete any repairs covered by warranty during the contract term.

2) Special arrangements may be made to complete repair work on Saturdays, Sundays, or holidays if the County grants permission to access the Equipment during those days. Lessor must approve all requests for overtime labor before work begins.

3) Lessor shall furnish all tools and equipment necessary for normal field adjustment of the Equipment.

4) Parts orders received by Lessor Monday through Friday, 7:30 am to 1:30 pm, will be shipped the same day. Parts required for warranty repair are shipped for delivery the next business day, excluding Saturdays, Sundays, and holidays.

5) Lessor will assume that cosmetic damage is normal wear and tear, and since all maintenance and repair is the responsibility of the Lessor, no claim for damages based upon abnormal wear and tear must be made. Cosmetic damage must include minor scratches or dents, but will not include the following specifically limited items: (1) large dents covering 25% or more of the individual parts surface area in the sheet metal; (2) guards; (3) broken glass; or (4) broken lights so long as such things are not caused by the negligence of the Lessor. The following will also apply:

- a. Lessor must provide immediate inspection at the time the Equipment is returned to Lessor by the County, or else Lessor waives any claims it may have regarding damage to the Equipment.
- b. Lessor must provide an estimate to repair the non-cosmetic damage to the Lessee.

- c. County has the right to fix the non-cosmetic damage within a reasonable amount of time if Lessor's repair estimate is deemed unacceptable by the Lessee.

6) The County will be responsible for costs associated with preventative maintenance, replacement of wear items such as tires, tracks, cutting edges, batteries, belts hoses, etc., and any repairs resulting from negligence of the County.

B. Repair Requests.

- 1) All requests for scheduled service or repairs will be directed to the Lessor.
- 2) Requests for preventative maintenance service must be requested a minimum of one week prior to the next scheduled interval and will be completed during normal business hours.
- 3) If repairs are required, the Lessor will arrange on-site service response and will notify County immediately if the Equipment is inoperable.

8. County's Responsibilities.

A. The County will only be responsible for daily fueling, checking of fluid levels and adding fluid if necessary, greasing of fittings if required, and preventative maintenance costs or costs associated with any County negligence.

B. The County will be responsible for completing mandatory daily and weekly maintenance and inspection requirements as outlined in the Lessor's service manual and the engine manufacturer's maintenance schedule.

C. The County is required to report any failure of the Equipment's hour meter.

9. Return of Equipment. With respect to the Equipment, upon termination of this Agreement, or any renewal of this Agreement, or if the above option to purchase is not exercised, the County shall return the Equipment, at the Lessor's expense, to Lessor at a location designated by the County, and subject to the terms and conditions set forth in this Agreement.

10. Disclaimer. The County agrees that the Equipment has been selected by the County; the Equipment has been inspected by the County and County is satisfied that the Equipment is suitable for its purpose; Lessor is not the manufacturer of Equipment; and Lessor has not made any express warranties regarding this Equipment.

11. Insurance. Lessor shall provide an original certificate of insurance reflecting coverage in accordance with the requirements of this section within five working days of such request. It must be received and accepted by the County prior to contract execution and before work begins. Lessor shall provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Lessor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the Lessor under the terms and provisions of the Agreement without cost or expense to the County during the entire term of this Agreement. Lessor is responsible for timely provision of certificates of insurance to the County at the Certificate Holder address evidencing conformance with the Agreement requirements at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, must ensure the Lessor in accordance with the following minimum limits:

A. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Coverage must be provided on a per project basis.

B. Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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C. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the Lessor must provide a notarized statement to not hold the County responsible for any payment or compensation.

D. Employers' Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as the County's interest may appear on all applicable liability insurance policies. With regards to General Liability, additional insured for ongoing operations (CG 2010 or equivalent) and products and completed operations (CG 2037 or equivalent) must be provided.

The certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the Lessor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the County.

Lessor must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. (**Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements**).

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate Holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance must evidence a waiver of subrogation in favor of the County, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Lessor will be responsible for subcontractors and subcontractors' insurance. Subcontractors must provide certificates of insurance to the Lessor evidencing coverage and terms in accordance with the Lessor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the Lessor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The County will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the Lessor or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Agreement for default.

Neither approval by the County of any insurance supplied by the Lessor or subcontractors, nor a failure to disapprove that insurance, will relieve the Lessor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this Agreement.

12. Loss or Damage. All risk of loss or damage to the Equipment will be the responsibility of the County, with exception of loss or damage resulting from the failure of Lessor to maintain the Equipment in accordance with this Agreement. If any unit becomes stolen, destroyed or irreparably damaged from any cause other than from acts of the Lessor during the Lease Term, the County shall give Lessor prompt notice of such loss or damage. The County may, in its sole discretion, elect to use the proceeds from any insurance claim to be applied to the repair of the Equipment or to payment of any obligation under this Agreement.

13. Fees and Taxes. Unless otherwise provided in this Agreement, the County will not be responsible for any taxes or fees. All fees, assessments, and taxes, including but not limited to tangible personal property taxes, which may now or ever become due or are imposed upon the ownership of the unit are the sole responsibility of the Lessor.

14. Event of Default. A party will be in default of this Agreement by failing to perform or observe any covenant or condition contained in this Agreement that such party is required to perform and where such failure continues for a period of ten (10) days after written notice of default is sent to the defaulting party by the non-defaulting party.

15. Remedies. Upon default by either party under this Agreement, the non-defaulting party may avail itself of any remedy available pursuant to Florida law, including terminating the remainder of this Agreement.

16. Termination.

A. This Agreement may be terminated by the County upon thirty (30) days advance written notice to the Lessor.

B. Termination for Cause. Termination by the County for cause, default, or negligence on the part of the Lessor will be excluded from the above provision. Termination costs, if any, will not apply. The thirty (30) calendar days' written notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be terminated immediately upon written notice by the County to the Lessor and the Lessor will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services provided under this contract. No right of action or damage will accrue to the benefit of Lessor. If the provisions of this section are used by the County, the County agrees to notify

Lessor, or its assigns, immediately if funds are not budgeted and to surrender peaceably possession of the equipment to Lessor.

17. Notices. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to Lessor:

Benjamin W. Richmond
Chief Financial Officer/Vice President
Dobbs Equipment, LLC
2730 S. Falkenburg
Riverview, Florida 33578

6070 Poplar Avenue
Suite 750
Memphis, Tennessee 38119

If to County:

County Manager
Lake County Administration Bldg.
Post Office Box 7800
315 West Main Street, Suite 308
Tavares, Florida 32778-7800

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail notice of election to change such address.

18. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their Lease, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made.

19. Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

20. Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

21. Public Records.

Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County will be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the Lessor's office or facility. The Lessor will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the

close out of this Agreement, the Lessor will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County's Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, Lessor will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the County to perform the services identified herein.
- ii. Upon request from the County's custodian of public records, 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 for by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Lessor does not transfer the records to the County.
- iv. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Lessor or keep and maintain public records required by the County to perform the service. If Lessor transfers all public records to the County upon completion of the Agreement, Lessor will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of the Agreement, Lessor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

C. IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, Lessor shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If Lessor receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Lessor shall continue to maintain all service records until final resolution of the dispute or litigation.

22. E-Verify. The Lessor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Lessor during the term of this Agreement.

The Lessor shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

23. Right to Audit. The County reserves the right to require the Lessor to submit to an audit by any auditor of the County's choosing. The Lessor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Lessor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. Lessor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

A. If the Lessor provides technology services, Lessor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the Lessor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Lessor.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Lessor to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the Lessor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Lessor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed 90 calendar days, from presentation of the COUNTY'S audit findings to the Lessor.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by Lessor in performance of any work under this Agreement.

24. Prices Will Be Fixed. All pricing will remain fixed for the length of the term of this Agreement.

25. Delivery. Time is of the essence in delivery of these units. Previously used units that are acceptable to the County may be provided until delivery of a new unit is completed for a period not to exceed five (5) months. The Lessor shall include a complete delivery ticket with the equipment to be delivered in conjunction with this Agreement.

26. Acceptance of Equipment. The equipment to be provided under this Agreement must be delivered to the County, maintained as applicable to this Agreement, and in full compliance with the specifications and requirements set forth in this Agreement. If a product provided by the Lessor is determined to not meet the specifications and requirements of this Agreement, or upon initial inspection, the item will be returned, at Lessor expense, to the Lessor. The Lessor shall provide a direct replacement for the item. The Lessor shall not assess any additional charges for any conforming action taken by the County under this clause.

27. Warranty. The Lessor agrees that the products and services furnished under this Agreement will be covered by the most favorable commercial warranty the Lessor gives to any customer for comparable quantities of products and services, and the rights and remedies provide in this Agreement

are in addition to the warranty and do not limit any right afforded to the County by any other provision of this Agreement.

28. Additional Equipment. The County may require the Lessor to add additional equipment to the Equipment to comply with applicable safety laws and procedures at no additional cost to the County. The County may also add additional equipment to enhance the effectiveness of the unit at the County's expense. Such enhancements may be removed from the unit at the end of the lease period at the County's expense, provided that such removal does not significantly alter the unit or diminish its value.

29. Compliance with Federal Standards. All items to be leased under this Agreement must 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).

30. Return of the Equipment. The Equipment will be returned to Lessor, in the condition in which they were operated, promptly at the end of the lease period with normal service wear and tear assumed. Lessor will assume also that cosmetic damage is normal wear and tear, and since all maintenance and repair is the responsibility of the Lessor, no claim for damages based upon abnormal wear and tear will be made. Cosmetic damage will include minor scratches or dents, but will not include the following specifically limited items: (1) large dents covering 25% or more of the individual parts surface area in the sheet metal; (2) guards; (3) broken glass; or (4) broken lights so long as such things are not caused by the negligence of the Lessor. The Equipment may include damage repair. Hours will be guaranteed not to exceed an average of 1,250 hours annually per motor grader and 3,000 hours annually for excavator.

The Lessor will be solely responsible for any costs related to inspection of the unit at the end of the lease term. The Lessor may schedule an end of lease inspection with the Road Operations Division Manager (or designee) within thirty (30) days of the end of the lease period.

The Lessor will be solely responsible for all costs related to the pickup, loading and transporting the unit to and from the County's designated sites.

31. Right to Inspect. Lessor may during reasonable business hours inspect the Equipment to confirm compliance with the terms of the Lease. Since the Equipment may be used at locations throughout the County or at controlled access sites, the Lessor shall make an appointment at least two (2) business days prior to the inspection.

32. "Equal" Product Can Be Considered. If a product or service provided pursuant to this Agreement has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. An alternate product may be accepted if such product is clearly identified in the proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

If the Lessor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished must be clearly identified. The determination as to acceptability of the alternate product or service will be the responsibility of the County and will be based upon information furnished by the Lessor. The County will not be responsible for locating or securing any information which is not included in the proposal. To ensure that sufficient information is available, the Lessor shall furnish as part all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

33. Omission from the Specifications. The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, will be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification will be made upon the basis of this Agreement.

34. Factory Scheduling Delays. Factory scheduling delays must be reported to the County within twenty-four (24) hours of notification to the Lessor.

35. Literature. The Lessor shall provide all descriptive literature and complete specifications covering the Equipment.

36. Purchase Option - Maintenance Agreement. In the event the County elects to purchase the Equipment as set forth in this Agreement at the end of the lease period, a maintenance agreement will be made available to the County after the expiration of the Equipment lease period. Pricing, terms and conditions of this maintenance agreement will be negotiated at that time.

37. Purchase Option – Warranty. In the event the County elects to purchase the Equipment at the end of the lease period, the Lessor shall furnish a comprehensive parts and labor warranty of not less than two (2) years. The time period for the warranty will commence on the date of conversion to purchase and County acceptance.

38. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

39. Governing Law and Venue. This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. The Lessor hereby waives its right to a jury trial for any action arising from the Agreement.

40. Indemnity. The Lessor will indemnify and hold harmless County, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Lessor, its personnel, employees, and other person utilized by CONTRACTOR in the performance of this agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to County. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The County reserve the right to defend itself with its own counsel or retained counsel at Lessor's expense. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of County as set forth in Section 768.28, Florida Statutes.

41. Truth in Negotiations. Pursuant to Section 287.055, Florida Statutes, the contract pricing and any additions will be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments will be made within one year following the end of the contract.

42. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a Lessor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

This Agreement contains the following attachments, all of which are incorporated in this Agreement:

Exhibit A	Scope of Services, Addendum and Equipment Specifications
Exhibit B	Submittal Form
Exhibit C	Pricing and Payment Schedule

{Remainder of page intentionally left blank}

Agreement between Lake County, Florida and Dobbs Equipment, LLC for Lease of Various Heavy Equipment; RFP #22-736

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its Chair and by Lessor by and through its duly authorized representative.

LESSOR

DOBBS EQUIPMENT, LLC

Ben Richmond
Benjamin W. Richmond
Chief Financial Officer/Vice President

This 21 day of June, 2022.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Sean M. Parks
Sean M. Parks, Chairman

This 26th day of July, 2022.

ATTEST:

Gary Cooney
Gary Cooney, Clerk
of County Commissioners
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh
Melanie Marsh, County Attorney

EXHIBIT A

EXHIBIT A – SCOPE OF SERVICES HEAVY EQUIPMENT LEASE AND MAINTENANCE

22-736

1. SCOPE OF SERVICES

Contractor shall provide for a long-term lease and repair maintenance of various heavy equipment for Lake County's Public Works Road Operations and Solid Waste Divisions.

The equipment shall be new, of current production year and model, equipped with manufacturer standard operating equipment, and durable for the intended use of operation. Equipment utilized by the Solid Waste Division shall be reinforced or guarded to prevent breakage to various parts of the machine, including windshields, undercarriage, axles, etc. Altered units, prototypes, or custom-designed units will not be accepted.

Contractor shall submit pricing for maintenance based on the usage figures presented. Contractor(s) will be issued a blanket purchase order for the maintenance/service agreements. Vendors who submit a lump sum price for lease and all associated maintenance/repairs will not be considered.

Equipment shall meet all Federal, State, local laws, and applicable requirements of the American National Standard Institute (ANSI) Safety Standards as required by the Occupational Safety and health Administration (OSHA) at the time of manufacture.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide lease options for twenty-four (24) and forty-eight (48) months.
- 2.2. Provide Equipment within the specified timeframe.
- 2.3. Provide onsite operator and routine maintenance training at the time of delivery of the equipment.
- 2.4. Provide qualified tradesmen for all related maintenance, and repair services.
- 2.5. Provide transportation, tools, and equipment for normal field adjustment of the units at no additional cost.
- 2.6. Provide digital copies of service, parts, and operator's manuals for each group of machines.
- 2.7. Be entitled to inspection of the leased equipment at any time during regular business hours at the County's place of business.

3. COUNTY RESPONSIBILITIES

The County:

- 3.1. Reserves the right to award to one or more vendors that determines the best value for the County.
- 3.2. Reserves the right to add or remove equipment, repair maintenance, or service in conjunction with the County's needs.
- 3.3. Will provide for the daily maintenance such as but not limited to, daily fueling, checking fluid levels, and the addition of fluids if necessary.

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- 3.4. Will provide for any repairs and transportation NOT covered under the full lease term comprehensive warranty and preventative maintenance, replacement of wear items such as but not limited to tires, tracks, cutting edges, batteries, belts, and hoses, etc., and any repairs that result from County negligence.
 - 3.5. Will not install any accessory or device on the equipment unless the accessory may be removed without affecting the intended function or use of the equipment.
- 4. DELIVERY, ACCEPTANCE, AND RETURN REQUIREMENTS**
- 4.1. Contractor shall be responsible for all costs related to the delivery, pickup, loading, and transporting the unit to and from the County as it relates to initial delivery and end of lease final pickup.
 - 4.2. Equipment shall be delivered to the designated locations listed below:
 - 4.2.1. Road Operations Center 28598 Lady of the Lakes Av, Tavares, FL 32778.
 - 4.2.2. Solid Waste, 13130 County Landfill Rd, Tavares, FL 32778.
 - 4.3. Equipment shall not be accepted unless the County inspects, accepts, and agrees that the equipment is suitable for the intended use.
 - 4.4. Equipment that is determined to not meet the specifications for the intended use shall be returned at Contractor's expense.
 - 4.5. At the end of the lease period, the equipment shall be returned in the condition in which it was operated and guaranteed not to exceed the hours listed per specifications.
 - 4.6. The returned equipment may include repair of damages obtained during operation.
 - 4.7. Cosmetic damage is considered normal wear and tear. No claim for damages based upon normal wear and tear shall be made.
 - 4.8. Cosmetic damage shall include minor scratches or dents, but shall not include the following specifically limited items:
 - 4.8.1. Large dents covering twenty-five percent (25%) or more of the individual parts surface area in the sheet metal.
 - 4.8.2. Light guards, broken glass; or broken lights not caused by the negligence of the Contractor.
 - 4.9. Contractor shall schedule an end of lease inspection within thirty (30) days of the end of the lease period at no additional cost to the County.
- 5. INSURANCE AND REQUIRED DOCUMENTS**
- 5.1. The Contractor shall provide all required documentation as stipulated in Exhibit B – Insurance Requirements.
 - 5.2. The County will be responsible for the risk of loss or damage, except for loss or damage resulting from the Contractor not maintaining the equipment as stipulated.

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- 5.3. The County is self-insured and will provide applicable certificates upon request.
- 5.4. The County will not provide nor pay for additional commercial insurance for the unit.
- 5.5. The County will maintain public liability insurance on the equipment with the minimum liability limits:
 - 5.5.1. Bodily Injury / Including Death: \$1,000,000.00
 - 5.5.2. Property Damage: \$250,000.00
- 5.6. The County may elect to use proceeds from such insurance applied to the repair or payment of any obligation should the unit become stolen, destroyed, or irreparably damaged.

6. INVOICING AND PAYMENT

- 6.1. Invoicing for the lease of the equipment and the repair of the equipment shall be submitted on separate invoices.
- 6.2. Invoices for lease payments shall be made no greater than one month in arrears.
- 6.3. Invoices must be itemized with equipment serial number and include the contract number.
- 6.4. Payments shall be made in a timely manner less any delay fees incurred for equipment being inoperable due to repair and maintenance.

7. LEASE TERM / EQUIPMENT OWNERSHIP

- 7.1. Pricing shall remain fixed for the length of the lease term.
- 7.2. The lease term shall commence on the delivery date, which is the date that the County takes possession of the equipment after inspection and will continue for the specified lease term. Each group of equipment shall have the same commencement date.
- 7.3. The Contractor shall retain the title during the lease term and lease renewal, if any.
- 7.4. The Contractor shall assume all obligations, including repair and maintenance responsibilities as stipulated.
- 7.5. The County will NOT maintain any equity or ownership in the Equipment.
- 7.6. The County will NOT accept any U.C.C. (Uniform Commercial Code) filings or provide IRS Forms 8038/8038G.
- 7.7. Assignment of payments or any right or obligation under this agreement shall NOT be made without prior written consent.
- 7.8. Assignment to a third-party financing company will NOT be permitted unless the financing company agrees to assume all responsibilities of the agreement.

8. REPAIR, MAINTENANCE, AND SERVICE.

- 8.1. All requests for scheduled service or repairs shall be directed to the Contractor, although the County reserves the right to perform any repairs or maintenance as needed, at the County's expense.

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- 8.2.** Requests for preventative maintenance service shall be requested a minimum of one (1) week prior to the next scheduled interval and completed during normal business hours.
 - 8.3.** Contractor shall be responsible to complete all repair maintenance, and service both scheduled and unscheduled of the equipment in accordance with the following:
 - 8.3.1.** Each machine shall be well maintained in top operating condition with 100% of all parts, components, and systems operational.
 - 8.3.2.** Engines, transmissions, drive axles, and hydraulic systems shall be always in peak operational condition, absent of leaks, blowby, reduced hydraulic pressures or driveline noise.
 - 8.3.3.** Pins, hitches and moving parts shall be tight and within manufacturer’s standards or tolerances.
 - 8.4.** Contractor shall provide repair maintenance and service within forty-eight (48) hours of notification (including holidays, Saturdays, and Sundays) for all repairs restricting the use of the machine.
 - 8.4.1.** Failure to complete the required service, maintenance, or repairs, and return the unit to duty within the specified time frame shall be assessed a delay charge in the amount of eight hundred dollars (\$800) per unit, per calendar day for all repairs restricting the use of the machine.
 - 8.4.2.** Contractor shall be given the option of furnishing a like unit in lieu of delay charge.
 - 8.4.3.** If the delay charge is a result of natural disaster, charges will not be made.
 - 8.5.** Contractor shall be responsible for all damage and repair caused by machinery malfunctions, including fire damage, unless the damage is found to be caused by negligence of the County.
 - 8.6.** Preventative maintenance shall be completed in the field with a mobile service truck.
 - 8.7.** The Contractor shall keep the work site safe, clean, and orderly.
 - 8.8.** Cleanup and removal of any contamination resulting from the service activities shall be at the Contractor’s expense.
- 9. WARRANTY REQUIREMENTS**
- 9.1.** Contractor shall provide for any component of the drivetrain that fails, whether covered by warranty or not, unless the failure was determined to be caused by County negligence by the manufacturer.
 - 9.2.** The equipment shall have full comprehensive warranty and the most favorable commercial warranty the manufacturer gives to any customer for the duration of the lease term.
 - 9.2.1.** All items except for damages and wear items shall be covered under warranty at no cost to the County.

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Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Lease and Repair of Heavy Equipment

03/30/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1.** The pricing sheet does not specify if the price should be for one or all four pieces of equipment. For example, the loaders and graders, should the price be for each loader/grader or should we enter the pricing for all four?
- R1.** Pricing should be submitted by quantity requested. One bulldozer would be total cost for one piece of equipment. Four graders would be total cost for four pieces of equipment. Maintenance cost should be submitted per machine, per service.

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: Dobbs Equipment, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Ben Richmond*

Date: 4/5/2022

Print Name: Ben Richmond

Title: VP / CFO

Primary E-mail Address: Jack.Condrey@dobbsequipment.com

Secondary E-mail Address: Matt.Essig@dobbsequipment.com

FOUR (4) MOTOR GRADERS WITH 14' BLADES WITH ENCLOSED OPERATOR STATIONS	
The following specifications cover the requirements for Four (4) – Motor Graders with 14' blade for use by the Road Operations Division. The equipment shall be suitable for its intended use.	
Anticipated Annual Hours not to Exceed 1,250 each.	
1.0 ENGINE AND TRANSMISSION	
1.1	Six cylinder, turbocharged diesel engine designed and built by the manufacturer
1.2	Certified to EPA Final Tier 4 compliant
1.3	Minimum net 171 HP and net 540 lb-ft. torque engine
1.4	Daily check points accessible from one side and ground level
1.5	Under-hood air cleaner, dry taped, dual element with restriction sensor in-cab warning light Be able to access air cleaner without tools.
1.6	Equipped with a heavy-duty steel fuel tank guard
1.7	Have an auto-idle, auto-shutdown feature as standard equipment.
1.8	Engine compartment light for late night fuel and lube operations
1.9	Auto engine regeneration allowing manual activation without affecting work ability
1.10	Eight (8) forward and Eight (8) reverse gears that shift manually
2.0 COOLING SYSTEM	
2.1	Two sided access to all coolers for easy cleaning
2.2	Self-reversing cooling fan with adjustable intervals (20-40 minutes)
2.3	Fans shall have guards protecting the blades
2.4	Translucent overflow tank to monitor fluid levels
2.5	Isolated from engine compartment
3.0 WHEELS, TIRES, AXLES, AND BRAKES	
3.1	Axle breathers shall be elevated to reduce risk of oil contamination
3.2	Locking rear axles controlled from operators station
3.3	Service brake shall be sealed from all contaminants such as dirt, water, and mud
4.0 GENERAL SPECIFICATIONS	
4.1	Equipped with easy access drains for oil sampling
4.2	Machine operating weight shall be no less than 35,494 lbs
4.3	Equipped with 14.00-24 tires or approved equivalent
4.4	Equipped with rear hitch pull pin
4.5	Minimum 70 gallon fuel tank with ground level filling
4.6	Minimum 5 gallon DEF tank with ground level filling
4.7	Equipped with cross slope grade control
4.8	Must be able to travel at or above 28 MPH in forward gears
4.9	Equipped with either dual joystick controls or fingertip controls. No conventional controls will be accepted. All four units shall be the same configuration.
4.10	Twenty-two (22) degree articulation point
4.11	No greater than 11' tall from ground to tallest point
4.12	Equipped with 40" wide front or mid-mount scarifier and go 16" in depth.
4.13	Moldboard shall lift 17.5" above grade and drop 25" below grade
4.14	Shoulder reach of 6' 6" both left and right
4.15	14' moldboard
4.16	Moldboard side shift of 26" both left and right
4.17	Maximum turning radius of 26'
4.18	Shall not exceed 8' 6" in width from outside to outside of tires
5.0 OPERATORS STATION	
5.1	Equipped with a cab enclosure with ROPS/ROPS Level 1 protection.
5.2	3" retractable seatbelt in a florescent color

FOUR (4) MOTOR GRADERS WITH 14' BLADES WITH ENCLOSED OPERATOR STATIONS	
The following specifications cover the requirements for Four (4) – Motor Graders with 14' blade for use by the Road Operations Division. The equipment shall be suitable for its intended use.	
Anticipated Annual Hours not to Exceed 1,250 each.	
5.3.	Tilt steering wheel
5.4.	Shall have fully adjustable air ride seat with ventilation and lumbar support.
5.5.	Minimum 2 cup holders and 1 small cooler holder
5.6.	Minimum 1 - 12 volt outlet in cab
5.7.	AM/FM radio with Bluetooth
5.8.	Climate control to include A/C and Heat with variable speed blower
5.9.	Windshield wipers mounted on front and rear windows with intermittent control
6.0 SAFETY AND ELECTRICAL	
6.1.	"Keypad" starting system in lieu of traditional key system
6.2.	Equipped with a master disconnect switch with lockable cover
6.3.	360 degree amber strobe light mounted on cab
6.4.	Equipped with driving lights with guards, cab mounted lights, LED turn signals and flashers, stop and tail lights mounted high in the rear grille
6.5.	Equipped with real time gauges or displays for: engine coolant temperature, transmission oil temperature, hydraulic oil temperature, fuel, engine oil pressure, engine rpm, odometer, transmission gear/direction indicator, speedometer, hour meter, fuel level, DEF level, and outside temperature
6.6.	Operator warning lights for: check engine, engine oil pressure, engine air restriction, battery voltage, transmission filter restriction, brake pressure, hydraulic oil filter, transmission fault, hydraulic oil temperature
6.7.	Rear vision camera with color display in cab. Camera shall be mounted recessed in the grille to protect it from damage.
6.8.	Full set of side and rear view mirrors. Side mirrors should fold manually
6.9.	Equipped with a manufacturer web based program to track the machines production, current information about the machine to include hours, service codes, exact location, and idle time. This shall be available to the county at no additional cost

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ONE (1) 54,000 – 57,800 lbs. EXCAVATOR WITH ENCLOSED OPERATOR STATION	
The following specifications cover the requirements for One (1) – 54,000 -57,800 LB Excavator with enclosed operator's station for use by the Solid Waste Division in its landfill operations.	
Anticipated Annual Hours not to Exceed 3,000 each.	
1.0 ENGINE AND TRANSMISSION	
1.1.	Four (4) or six (6) -cylinder, turbocharged diesel engine designed and built by the manufacturer
1.2.	Certified to EPA Final Tier 4 compliant
1.3.	Minimum net 155 - 213 HP
1.4.	Auto-idle mode to reduce engine speed, fuel consumption and noise
1.5.	Auto-shutdown capabilities with adjustable time limits to reduce fuel consumption and emissions
1.6.	Scheduled 500-hour interval oil change for reduced operating costs
1.7.	Automatic regeneration allowing manual activation when required without affecting work ability.
1.8.	Equipped with heavy duty engine air cleaner able to handle extreme dust conditions.
2.0 COOLING SYSTEM	
2.1.	Radiator and oil cooler shall be protected with a trash screen to protect against overheating
2.2.	Fans shall have guards protecting the blades
2.3.	Translucent overflow tank to monitor fluid levels
3.0 POWERTRAIN	
3.1.	Shall be equipped with two-speed with automatic shift propulsion system
3.2.	In low travel speed, the machine shall reach 2.2 mph and in high speed shall reach 3.4 mph
3.3.	The swing brake shall be multiple wet disk, spring applied and hydraulically released
3.4.	The propel brake shall be spring applied and hydraulically released
3.5.	Equipped with front and rear striker bars on tracks
4.0 HYDRAULIC AND MISCELLANIOUS	
4.1.	Open center, load sensing
4.2.	Main pumps shall be variable-displacement with maximum flow of 127 gpm.
4.3.	Auxiliary hydraulics plumbed to the end of the arm with proportional control from the RH pilot lever
4.4.	Boom and arm shall have reduced drift valves for greater stability and positioning
4.5.	Swing speed shall be no less than 11 rpm
4.6.	Swing torque shall be no less than 50,000 lb ft
4.7.	Boom shall have a minimum of three bulkheads for durability
4.8.	Joints behind the bucket will be protected from friction with reinforced resin thrust plates
4.9.	Boom shall be equipped with a quick connect coupler and a manual thumb.
4.10.	Shall include a hydraulic 4 over 5 tine brush claw, a 48" solid grading bucket, and solid bucket with no less than 5 teeth.
5.0 OPERATORS STATION AND UPPER AND LOWER STATION	
5.1.	The operator station shall be mounted on four silicone-filled cab mounts, or approved equivalent
5.2.	A "keypad" starting system in lieu of traditional key system
5.3.	Cab shall have an openable roof hatch with a sunshade
5.4.	Conveniently located tool to break the window in case of an emergency
5.5.	Cab air filter must be accessible from the outside at ground level and not require any tools for removal
5.6.	Cab shall have a 12 volt power outlet
5.7.	Seat shall be adjustable, with air suspension, headrest and adjustable armrests
5.8.	Control positions and seat can be adjusted independently of each other
5.9.	Cab shall have auto-climate control, A/C with heater, and AM/FM Bluetooth Radio.
5.10.	System shall retain and display active fault codes operating outside of the specified parameter
5.11.	The horn and travel alarm shall be operable while the machine is moving forward or in reverse
5.12.	The A/C filters shall have extended replacement intervals and no tool requirement for removal
5.13.	Cab shall have a cup and cooler holder

ONE (1) 54,000 – 57,800 lbs. EXCAVATOR WITH ENCLOSED OPERATOR STATION	
The following specifications cover the requirements for One (1) – 54,000 -57,800 LB Excavator with enclosed operator's station for use by the Solid Waste Division in its landfill operations.	
Anticipated Annual Hours not to Exceed 3,000 each.	
5.14.	Engine air cleaner restriction light shall be standard on the monitor
5.15.	The windshield washer/wiper will have constant and intermittent speed
5.16.	The right window of the cab must be glass or approved equivalent
5.17.	Right hand, left hand, and counterweight mounted mirrors shall be standard
5.18.	Rear camera will be standard with color display in cab
5.19.	Window bars shall be provided to prevent contact with a moving boom
5.20.	The cab door, fuel cap and service doors and tool box shall be lockable
5.21.	Manufacturer web based program to track the machines production, and current information to include hours, service codes, exact location, and idle time at no additional cost
5.22.	Equipped with Waste Handler Package to include boom hoses, undercarriage and cab guarding.
5.23.	Interior and Exterior mounted Fire Extinguishers shall be provided and maintained by the vendor.
5.24.	Master disconnect switch.
5.25.	Full LED lighting package on cab and boom.
6.0 OPERATING SPECIFICATIONS	
6.1.	Standard minimum operating weight shall be in the range of 54,000 to 57,800 LBS
6.2.	Overall height to top of cab shall be no more than 10 ft 8 in
6.3.	Counterweight clearance shall be no more than 3 ft 4 in
6.4.	The ISO arm digging force shall be no less than 23,962 LB
6.5.	The ISO bucket digging force shall be no less than 31,505 LB
6.6.	Maximum digging depth shall be not less than 21 ft 9 in
6.7.	Bucket shall be heavy duty and 1.7 – 1.85 CY.

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EXHIBIT B

ATTACHMENT 1 – SUBMITTAL FORM

22-736

The undersigned hereby declares that: Dobbs Equipment, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **LEASE AND REPAIR MAINTENANCE OF HEAVY EQUIPMENT** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The County will consider lease options for twenty-four (24) months or forty-eight (48) months. It shall be the County's sole determination which option to choose for each piece of equipment, based on which is deemed to be in the County's best interest.

The Contract will commence upon the date of equipment delivery and acceptance by the County. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 METHOD OF PAYMENT

The Contractor must submit an accurate invoice to the County's using department's mbrown@lakecountyfl.gov or tchavez@lakecountyfl.gov. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor will accept payment through the County Credit Card-based payment system: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. *Click or tap here to enter text.*

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number *Click or tap here to enter text.* and enter effective date *Click or tap to enter a date.* to date *Click or tap to enter a date.*

8.0 RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: Orlando, FL
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If “yes” is checked, provide supporting detail: *Click or tap here to enter text.*

9.0 GENERAL VENDOR INFORMATION:

Firm Name: Dobbe Equipment, LLC
 Street Address: 4333 N John Young Pkwy
 City: Orlando State and ZIP Code: FL 32804
 Mailing Address (if different): same
 Telephone: 407-299-1212 Fax: 407-297-1556
 Federal Identification Number / TIN: 82-2505079
 DUNS Number: 08-098-6683

10.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Ben Richmond*

Date: 4/5/2022

Print Name: Ben Richmond

Title: VP / CFO

Primary E-mail Address: Jack.Condry@dobbsequipment.com

Secondary E-mail Address: Matt.Essig@dobbsequipment.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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EXHIBIT C

DOBBS EQUIPMENT, LLC
SAVE AND SUBMIT AS AN EXCEL FILE

**LONG TERM OPERATING LEASE & MAINTENANCE AGREEMENT FOR FOUR (4) MOTOR GRADERS
W/ ENCLOSED CAB**

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services to County for the lease and maintenance of heavy equipment. Services will be performed in accordance with the specifications listed. Prices must be quoted per estimated hours. Actual hours are unknown and are estimated for evaluation purposes only.

Alterations to locked cells may result in disqualification of submission.

MANUFACTURER:	JOHN DEERE
MODEL:	620GP MOTOR GRADER
DELIVERY DATE:	December 2022 If Ordered Today

ITEM A: LEASE OPTIONS: Operating Lease (Hours not to exceed an average of 1,250 hours/year)

24 Month Lease	Lease Option 1: One Month, in arrears	Price per Month	Total Lease Price (Price per Month x 24 mos)	Price per Hour (each hr over 1,250 hr annual avg)
		\$19,824 (Total of 4 Machines)	\$475,776 (Total of 4 Machines)	\$48.00

48 Month Lease	Lease Option 1: One Month, in arrears	Price per Month	Total Lease Price (Price per Month x 48 mos)	Price per Hour (each hr over 1,250 hr annual avg)
		\$15,224 (Total of 4 Machines)	\$730,752 (Total of 4 Machines)	\$37.00

ITEM B: MAINTENANCE COSTS

Scheduled Maintenance Based on 500 hr intervals (all service shall be completed in accordance with the manufacturer's recommendations) Preventative Maintenance Cost shall be all inclusive and performed in the field and NOT included in the annual lease payments.

Scheduled Service Rates	Total Price
500 hr Scheduled Preventative Maintenance Service	\$1,603.96
1,000 hr Scheduled Preventative Maintenance Service	\$1,887.86
1,500 hr Scheduled Preventative Maintenance Service	\$1,309.59
2,000 hr Scheduled Preventative Maintenance Service	\$3,555.77

2,500 hr Scheduled Preventative Maintenance Service	\$1,309.59
3,000 hr Scheduled Preventative Maintenance Service	\$1,887.86
3,500 hr Scheduled Preventative Maintenance Service	\$1,309.59
4,000 hr Scheduled Preventative Maintenance Service	\$5,079.15
4,500 hr Scheduled Preventative Maintenance Service	\$1,309.59
5,000 hr Scheduled Preventative Maintenance Service	\$1,887.86
Total Preventative Maintenance Cost	\$21,140.82
Unscheduled Service Rates for NON-WARRANTY ITEMS	
Hourly Service Rate - OFFSITE - Monday - Friday 7:00AM - 5:00PM	\$143.00
Hourly Service Rate - Vendor Facility - Monday - Friday 7:00AM - 5:00PM	\$143.00
Hourly Service Rate - OFFSITE - Monday - Friday 5:01PM - 6:59AM and Saturday and Sunday	Mon-Sat \$195 : Sun \$250
Hourly Service Rate - Vendor Facility - Monday - Friday 5:01PM - 6:59AM and Saturday and Sunday	\$195.00
Misc. Shop Charges per Invoice	\$99.00
Environmental Charges per Invoice	\$99.00
Parts Discount Percentage off List Price	2.00%

*Above unit costs shall only apply to machines associated with this Pricing Sheet.

MAINTENANCE SERVICE CONTACT INFORMATION:

SERVICE CONTACT INFORMATION	407-299-1212 Option 2 (service)
EMERGENCY SERVICE CONTACT INFORMATION	Afterhour 5PM- 7AM 407-299-1212
SERVICE FACILITY LOCATION	4333 North John Young Parkway Orlando FL 32807

DOBBS EQUIPMENT, LLC

SAVE AND SUBMIT AS AN EXCEL FILE

**LONG TERM OPERATING LEASE & MAINTENANCE AGREEMENT FOR ONE (1) EXCAVATOR
W/ENCLOSED CAB & WASTE HANDLER PACKAGE**

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services to County for the lease and maintenance of heavy equipment. Services will be performed in accordance with the specifications listed. Prices must be quoted per estimated hours. Actual hours are unknown and are estimated for evaluation purposes only.

Alterations to locked cells may result in disqualification of submission.

MANUFACTURER:	JOHN DEERE
MODEL:	210G LC EXCAVATOR
DELIVERY DATE:	September 2022 If Ordered Today

ITEM A: LEASE OPTIONS: Operating Lease (Hours not to exceed an average of 3,000 hours/year)

24 Month Lease	Lease Option 1: One Month, in arrears	Price per Month	Total Lease Price (Price per Month x 24 mos)	Price per Hour (each hr over 3,000 hr annual avg)
		\$7,150.00	\$171,600.00	\$29.00

48 Month Lease	Lease Option 1: One Month, in arrears	Price per Month	Total Lease Price (Price per Month x 48 mos)	Price per Hour (each hr over 3,000 hr annual avg)
		\$5,271.00	\$253,008.00	\$22.00

ITEM B: MAINTENANCE COSTS:

Scheduled Maintenance Based on 500 hr intervals (all service shall be completed in accordance with the manufacturer's recommendations) Preventative Maintenance Cost shall be all inclusive and performed in the field and NOT included in the annual lease payments.

Scheduled Service Rates	Total Price
500 hr Scheduled Preventative Maintenance Service	\$1,158.52
1,000 hr Scheduled Preventative Maintenance Service	\$1,938.36
1,500 hr Scheduled Preventative Maintenance Service	\$1,158.52
2,000 hr Scheduled Preventative Maintenance Service	\$2,268.91
2,500 hr Scheduled Preventative Maintenance Service	\$1,158.52

3,000 hr Scheduled Preventative Maintenance Service	\$1,938.36
3,500 hr Scheduled Preventative Maintenance Service	\$1,158.52
4,000 hr Scheduled Preventative Maintenance Service	\$2,331.84
4,500 hr Scheduled Preventative Maintenance Service	\$1,158.52
5,000 hr Scheduled Preventative Maintenance Service	\$3,157.60
5,500 hr Scheduled Preventative Maintenance Service	\$1,158.52
6,000 hr Scheduled Preventative Maintenance Service	\$2,695.66
6,500 hr Scheduled Preventative Maintenance Service	\$1,158.52
7,000 hr Scheduled Preventative Maintenance Service	\$1,938.36
7,500 hr Scheduled Preventative Maintenance Service	\$1,158.52
8,000 hr Scheduled Preventative Maintenance Service	\$2,331.84
8,500 hr Scheduled Preventative Maintenance Service	\$1,158.52
9,000 hr Scheduled Preventative Maintenance Service	\$1,938.36
9,500 hr Scheduled Preventative Maintenance Service	\$1,158.52
10,000 hr Scheduled Preventative Maintenance Service	\$3,157.60
10,500 hr Scheduled Preventative Maintenance Service	\$1,158.52
11,000 hr Scheduled Preventative Maintenance Service	\$1,938.36
11,500 hr Scheduled Preventative Maintenance Service	\$1,158.52
12,000 hr Scheduled Preventative Maintenance Service	\$2,695.66
Total Preventative Maintenance Cost	\$42,233.15
Unscheduled Service Rates for NON-WARRANTY ITEMS	
Hourly Service Rate - OFFSITE - Monday - Friday 7:00AM - 5:00PM	\$143.00
Hourly Service Rate - Vendor Facility - Monday - Friday 7:00AM - 5:00PM	\$143.00
Hourly Service Rate - OFFSITE - Monday - Friday 5:01PM - 6:59AM and Saturday and Sunday	Mon-Sat \$195 : Sun \$250
Hourly Service Rate - Vendor Facility - Monday - Friday 5:01PM - 6:59AM and Saturday and Sunday	\$195.00
Misc. Shop Charges per Invoice	\$99.00
Environmental Charges per Invoice	\$99.00

Parts Discount Percentage off List Price	2.00%
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***Above unit costs shall only apply to machines associated with this Pricing Sheet.**

MAINTENANCE SERVICE CONTACT INFORMATION:

SERVICE CONTACT INFORMATION	407-299-1212 Option 2 (service)
EMERGENCY SERVICE CONTACT INFORMATION	AFTER HOURS 5PM - 7AM 407-299-1212
SERVICE FACILITY LOCATION	4333 N JOHN YOUNG PARKWAY ORLANDO FL 32804