

HEAVY EQUIPMENT SHORT TERM LEASE AND MAINTENANCE**1. SCOPE OF SERVICES**

Contractor shall provide for a short-term lease and repair maintenance of various heavy equipment as needed for Lake County's Public Works 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. Vendors shall submit a lump sum price for lease and all associated routine maintenance/repairs.

This is an indefinite quantity contract with no guarantee of the use of services. County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation. 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 for heavy equipment for short term leases not to exceed twenty-four (24) months.
- 2.2. Provide Equipment reinforced for the intended use 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 routine maintenance and 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 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 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. 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 may include repair of damages obtained during operation.
- 4.6. Cosmetic damage is considered normal wear and tear. No claim for damages based upon normal wear and tear shall be made.
- 4.7. Cosmetic damage shall include minor scratches or dents, but shall not include the following specifically limited items:
 - 4.7.1. Large dents covering twenty-five percent (25%) or more of the individual parts surface area in the sheet metal.
 - 4.7.2. Light guards, broken glass; or broken lights not caused by the negligence of the Contractor.
- 4.8. 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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