



AMENDMENT NO.: 2
Contract No.: 25101900-21-STC
Contract Title: Agriculture and Lawn Equipment

This Contract Amendment to Contract No. 25101900-21-STC (“Contract”) is made by and between the State of Florida, Department of Management Services (“Department”) and Florida Coast, Inc. (“Contractor”), with its principal place of business located at 346 Pike Road, Unit 7, West Palm Beach, FL 33411-3819, collectively referred to herein at the “Parties.”

WHEREAS, the Department entered into a Contract with the Contractor for the provision of agriculture and lawn equipment, effective January 15, 2021;

WHEREAS, the Contract may be amended by mutual agreement as provided in Section 6.9, Modifications and Severability, of Attachment 1, Special Contract Conditions, of the Contract; and

WHEREAS, the Contractor’s name as listed in the Contract must be amended to reflect the Contractor’s registered corporation name listed as active with the Florida Department of State, Division of Corporations;

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment. The Contract shall be amended as follows:

a. Contractor. Following the effective date of this Amendment, the term “Contractor” as used in the Contract shall refer to Florida Coast Equipment, LLC. Florida Coast Equipment, LLC, agrees to be bound by and fully perform all obligations, duties, and responsibilities, and to abide by all terms and conditions specified in the Contract as awarded to Florida Coast Equipment, Inc.

b. Section 3.7 Transaction Fees, of Attachment 1, Special Contract Conditions is hereby deleted in its entirety and replaced with the following:

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting

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of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

c. Section 13.2 E-Verify, of Attachment 1, Special Contract Conditions is hereby deleted in its entirety and replaced with the following:

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security’s (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department’s Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department’s obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

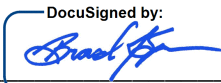
II. Conflict. To the extent any of the terms of this Amendment conflict with any other terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

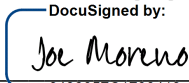
IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. The effective date of this Agreement shall be the date of the final signature to this Amendment.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed and incorporated into the Contract by their duly authorized undersigned officials.

State of Florida:
Department of Management Services

By: 
235E9FAF0CBC456...
Name: Brandon Spencer
Title: State Purchasing, Deputy Director
Date: 4/25/2023 | 4:01 PM EDT

Contractor:
Florida Coast Equipment, LLC

By: 
6438057C1790413...
Name: Joe Moreno
Title: Government Sales
Date: 4/25/2023 | 3:47 PM EDT

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