



**AMENDMENT No.: 1**

Contract No.: 25101600-21-STC

Contract Name: Medium and Heavy Trucks

**This Contract Amendment No. 1** ("Amendment") to Contract No. 25101600-21-STC, Medium and Heavy Trucks ("Contract"), is made by the State of Florida, Department of Management Services ("Department"), located at 4050 Esplanade Way, Tallahassee, FL 32399, and Tampa Truck Center, LLC ("Contractor"), with its principal place of business located at 7528 US HWY 301 N., Tampa, FL 33637, collectively referred to herein as the "Parties."

**WHEREAS**, the Parties entered into the Contract, effective October 1, 2021, for the provision of medium and heavy trucks;

**WHEREAS**, the Contract may be amended by mutual agreement as provided in Contract Exhibit D, Special Contract Conditions, Section 6.9, Modification and Severability; and

**WHEREAS**, the Parties wish to amend the Contract to allow the Contractor to request the inclusion of surcharges due to market conditions.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract, the Parties agree to amend the Contract as set forth herein.

**I. Price Quotes.** Contract Exhibit A, Scope of Work, Section 16, Price Quotes, is hereby deleted in its entirety and replaced as follows:

**16. Price Quotes**

The Contractor prepares and submits to the Customer a price quote for the requested Commodity(ies) using Exhibit E, Price Quote Form (PQF). All requested Representative Model(s), Options (including aftermarket options) and Options discount(s) shall be itemized on the PQF, along with the applicable pricing information. Options shall be listed separately and include specific brand and model information, along with labor charges and installation charges listed separately. The price quoted for the Representative Model(s) and Options discount shall not exceed the current Contract's prices and discounts, unless approved in writing by the Department's Contract Manager pursuant to Section 27.2, Additional Surcharges. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's Request for a Quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

**II. Ceiling Prices.** Contract Exhibit A, Scope of Work, Section 27, Ceiling Prices, is hereby deleted in its entirety and replaced as follows:

**27. Ceiling Prices**

The Representative Model Price for each Representative Model listed in the Contractor's submitted Price Sheet (C.4), shall be the not-to-exceed Ceiling Prices under the Contract, unless additional surcharges are approved in writing by the Department's Contract Manager pursuant to Section 27.2, Additional Surcharges. The Options discount listed in the Contractor's submitted Price Sheet (C.4) shall be the minimum discount applied to Options.

**27.1 Charges and Fees**

With the exception of additional surcharges approved pursuant to Section 27.2, Additional Surcharges, the ceiling prices are inclusive of all charges and fees, including but not limited to, the following:

1. Administrative;
2. Environmental;
3. Title Application and Registration;
4. License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes;
14. Profit; and
15. Installation (for Options, including aftermarket Options).

**27.2 Additional Surcharges**

Additional market condition surcharges may be applied to the Net Price provided that the Contractor has presented documentation from the Manufacturer and

received prior approval from the Department's Contract Manager. The Contractor must explain the changes in market conditions that resulted in the surcharge, identify the entity that determines and will receive the surcharge (e.g., Manufacturer, etc.), and provide the methodology used to determine the amount of the surcharge extended to Customers. The Contractor shall provide additional supporting documentation upon the Department's request. The Department reserves the exclusive right to approve or deny any surcharge request. Any surcharge request will be reviewed separately and accepted or rejected on an individual basis. In the event surcharges are approved by the Department's Contract Manager, the Contractor shall identify the surcharges as a separate line item on the Price Quote Form. The Customer shall have the right to cancel any order that has had additional surcharges applied to it without penalty. The Department reserves the right to remove this provision at any time during the life of the Contract in accordance with the changes in market conditions. If the Contractor becomes aware of the surcharges no longer being charged, the Contractor shall notify the Department's Contract Manager immediately.

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

**IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

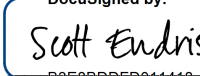
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**Name:** Pedro Allende

**Title:** Secretary

**Date:** 8/2/2022 | 9:46 AM EDT

**Contractor:**  
**Tampa Truck Center, LLC**

By:  DocuSigned by:  
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**Name:** Scott Endris

**Title:** Municipal Fleet Mgr.

**Date:** 7/22/2022 | 3:33 PM CDT