# AGREEMENT FOR "PIGGYBACK" PURCHASE

### Contract Ref. #24-0226-PB Vehicle and Equipment Replacement

This Agreement ("Agreement") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("County") and EFE Inc dba Everglades Equipment Group whose primary address is 5090 Ulmerton Road, Clearwater, FL 33760 ("Contractor") (jointly, the "Parties").

**WHEREAS**, the County is authorized to procure goods and services based on the contract terms and pricing received by other governmental competitive solicitation processes which are made available to local public procurement units; and

**WHEREAS, following a competitive procurement process**, Florida Sheriffs Association, entered into Agreement FSA23-EQU21.0 for Heavy Equipment, effective October 1, 2023 (the "Florida Sheriffs Association Agreement"); and

**WHEREAS**, the County has elected to utilize resulting contract terms and pricing of the cooperative procurement or solicitation as reflected in the Florida Sheriffs Association Agreement; and

**WHEREAS**, Contractor represents that it has the experience and expertise to provide the Goods and Services as set forth in this Agreement.

### NOW THEREFORE, the Parties agree as follows:

- A. **Documents Comprising Agreement**. The Agreement consists of this document and the Florida Sheriffs Association Agreement. All terms and conditions of the Florida Sheriffs Association Agreement, including any amendments, are incorporated herein as if set forth in full, except as modified herein. If there is a conflict between this document and the Florida Sheriffs Association Agreement, this document will prevail.
- B. Term. This initial term of this Agreement is effective from the Effective Date through 9/30/2024. The parties may extend this agreement in conjunction with any extensions made to the cooperative procurement by a mutually agreed upon written amendment to this Agreement. If the parties desire to extend past the expiration date of the Sourcewell Agreement, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. The Agreement will not automatically renew.
- C. **Expenditures Cap**. County expenditures under the Agreement will not exceed \$1,081,443.00 for the Contract term without a written amendment.
- D. Price Schedule Attached as Exhibit A
- E. Modifications to the Florida Sheriffs Association Agreement.
  - 1. The County as the Contracting Party. All references within the Florida Sheriffs Association Agreement to the Florida Sheriffs Association will be interpreted as pertaining to the County. It is understood that wherever the words "FSA," or "FSA CPP," or other references to the Florida Sheriffs Association appear in the Florida Sheriffs Association Agreement, they shall be read as "Pinellas County." Any term in the Florida Sheriffs Association Agreement that is applicable in law or fact solely to the Florida Sheriffs Association that cannot be reasonably applied to the County is severed from the Agreement, with no effect on the remaining terms.

- 2. Paragraph 1.04 (Jurisdiction) is revised to state that this Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
- 3. **Paragraph 1.03 (Term of Contract)** is revised to clarify that, as between the County and Contractor, the "Effective Date" is the date listed above. Should the Florida Sheriffs Association Agreement terminate before the end of the term of the Agreement between the County and Contractor, all applicable terms of the conditions of the Florida Sheriffs Association Agreement incorporated herein will remain in full force and effect.
- F. **Non-Exclusive Agreement**. Entering into an Agreement imposes no obligation on the COUNTY to utilize the CONTRACTOR for all goods and/or services of the type contracted for which may develop during the agreement period. All agreements are non-exclusive. During the term of any Agreement the COUNTY reserves the right to contract with another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. Independent CONTRACTOR Status and Compliance with the Immigration Reform and Control Act. CONTRACTOR is and will remain an independent contractor and is neither agent, employee, partner, nor joint venturer of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions will be considered a material breach of the Agreement.
- H. **Termination for Convenience**. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.
- I. Conflict of Interest. The CONTRACTOR represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest will be employed by CONTRACTOR during the agreement term and any extensions. The CONTRACTOR must promptly notify the COUNTY in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the CONTRACTOR is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the CONTRACTOR may undertake and request an opinion from CONTRACTOR's legal counsel, at CONTRACTOR's sole expense, as to whether the business association, interest or circumstance, interest or circumstance constitutes a conflict of interest or circumstance if entered into by the CONTRACTOR.

- County Confidential Information Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- 2. Contractor Confidential Information All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor Shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- 3. **Audit**. The COUNTY reserves the right to conduct an audit of the CONTRACTOR's records related to this Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2. The CONTRACTOR must retain any such records for five (5) years following Contract completion and must provide the COUNTY or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion. This provision does not entitle COUNTY to audit any records that are not related to the Agreement.
- 4. **Confidential Records & Information**. Each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of the Agreement.
- 5. **Cooperation with the Inspector General**. CONTRACTOR will fully cooperate with the Pinellas County Clerk of the Circuit Court's Inspector General in any investigation, audit, inspection, review, or hearing initiated by the Inspector General on behalf of the COUNTY that is associated with the administration or performance of the Agreement, including but not limited to providing timely access to records, authorizing interviews of CONTRACTOR agents or employees, and responding to requests for information. CONTRACTOR will include and enforce this requirement in any subcontractor agreement.
- 6. **Public Records**. CONTRACTOR acknowledges that information and data it manages in relation to the Agreement may be public records in accordance with Chapter 119, Florida Statutes. CONTRACTOR agrees that prior to providing Services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws and regulations, including but not limited to Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the CONTRACTOR agrees to charge the COUNTY, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement. A CONTRACTOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.Upon request from the

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COUNTY's custodian of public records, CONTRACTOR will 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 in Chapter 119, Florida Statutes, or as otherwise provided by law. CONTRACTOR will 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 CONTRACTOR does not transfer the records to the COUNTY. Upon completion of the contract, the CONTRACTOR will transfer to the COUNTY, at no cost, all public records in possession of the CONTRACTOR, or will keep and maintain public records as required by law. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR 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.

# IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTYTO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES, AT (727) 464-3341,clerkinfo@mypinellasclerk.orgATTN: PUBLIC RECORDS LIASON315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756

The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that the CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONTRACTOR is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact the COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations. The COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

K. **E-Verify.** The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor,

Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

# L. Payment & Fiscal Obligations

- 1. Fiscal Non-Funding
  - A. The Agreement is not a general obligation of the COUNTY. It is understood that neither this Agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability will be incurred by the COUNTY, or any department, beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.
- 2. Invoices
  - A. Invoices (if applicable) must be submitted to the billing address indicated below, or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq.. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address. Any invoices must reference a valid contract or purchase order number and must include reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statues. When the Agreement is terminated, all amounts due will be pro-rated.
  - B. Invoices (if applicable) must be submitted to:
    - a. Clerk of the Circuit Court and Comptroller
    - b. Attn: Finance Division / Accounts Payable
      - c. PO Box 2438
    - d. Clearwater, Florida 33757
    - e. Phone: 727-464-8300
    - f. Email: <u>ClerkFinanceDivisionFixedAssets@mypinellasclerk.org</u>
    - C. The CONTRACTOR will provide the COUNTY with a completed IRS Form W-9 upon execution of the Agreement.
- 3. Refunds
  - A. The CONTRACTOR will, without delay, provide a full refund to the COUNTY of any payments made, upon failure to timely and completely provide the Services for which the payments were made. At the end of the initial term, pricing may be adjusted based on mutual agreement of the Parties.
- 4. Taxes
  - A. The COUNTY is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7 and the Federal Excise Tax

Exemption Number is 59-6000800. The COUNTY will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon CONTRACTOR or CONTRACTOR's assets, or upon the COUNTY in connection with the Agreement. Payments to County are subject to applicable Florida taxes, which will be the sole responsibility of CONTRACTOR.

- 5. Travel Expenses
  - A. No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

# M. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas COUNTY Board of COUNTY Commissioners (COUNTY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non. payment of a payment request or invoice the following Dispute Resolution process will apply:

- 1. Pinellas COUNTY will notify a vendor in writing within 10 days of receipt of an improper invoice. The notice will indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Such steps should include requiring the vendor to contact the requesting department to validate the invoice and receive a sign off from that entity that would indicate that the invoice in question is in compliance with the terms and conditions of the Agreement, and then resubmitting the invoice as a "Corrected Invoice" to the requesting department to initiate the payment timeline.
  - B. Requesting department for this purpose is defined as the COUNTY department for which the work is performed or to which goods are provided.
  - C. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas COUNTY.
- Should a dispute result between the vendor and the COUNTY about payment of a
  payment request or an invoice then the vendor should submit their dissatisfaction in
  writing to the Requesting Department. Each Requesting Department will assign a
  representative who will act as a "Dispute Manager" to resolve the issue at departmental
  level.
- 3. The Dispute Manager will first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures must be commenced no later than 30 days after the date on which the payment request or invoice was received by Pinellas COUNTY and will not extend beyond 45 days after the date on which the payment request or invoice was received by Pinellas COUNTY.

- 4. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas COUNTY's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas COUNTY representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager will perform the required investigation and arrive at a solution before or at the 45-day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The COUNTY Administrator or his or her designee will be the final arbiter in resolving the issue before it becomes a legal matter. The COUNTY Administrator or his or her designee will issue their decision in writing.
- 5. Pinellas COUNTY Dispute Resolution Procedures will not be subject to Chapter 120 of the Florida Statutes. The procedures will also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- Should the dispute be resolved in the COUNTY's favor interest charges begin to accrue 15 days after the final decision made by the COUNTY. Should the dispute be resolved in the vendor's favor the COUNTY will pay interest as of the original date the payment was due.
- 7. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party lf it is found that the non. prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

### N. Notices

Any notice or written communication pursuant to the terms of this Agreement must be delivered in person, by Certified Mail, Return Receipt Requested or private carrier express mail, or emailed to the person or persons designated in the Agreement. Notice will be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier. Either designated recipient will notify the other, in writing, if someone else is designated to receive notice.

### O. Acceptance of Deliverables

For all deliverables under the Agreement that require formal acceptance by the COUNTY, the COUNTY will have 10 calendar days to review the deliverable(s) after receipt or completion of same by CONTRACTOR, and either accept or reject the deliverable(s) by written notice specifying any required changes, deficiencies, and/or additions necessary. CONTRACTOR will then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the COUNTY, which will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that CONTRACTOR will not be responsible for any delays in the overall project schedule that result from the COUNTY's failure to timely approve or reject deliverable(s) in writing.

P. Entire Agreement. This Agreement constitutes the entire agreement between the Parties.

## O. Signatures

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For CONTRACTOR:

Signature Clint Vaughn

Print Name & Title Clint Vaughn - Governmental Division Manager

Date 02/19/2024

For COUNTY: Signature een

Print Name & Title Kathleen Peters, Chair

Date April 9, 2024.

ATTEST: KEN BURKE, CLERK By



APPROVED AS TO FORM By: <u>Keiah Townsend</u> Office of the County Attorney

# Exhibit A-Price Schedule

	Florida Sheriffs Contract Contract # FSA23-EQU21.0 ive Date: Oct 1, 2023 - Sept. 30, 2025		Good for 30 Days	Date RP prices on non-spec opt	10/12/2023
Enect	Ive Date: Oct 1, 2023 - Sept. 30, 2025		Discounts on MS	RP prices on non-spec op	ions per contract
Order Codes	Description	Up-Downgrade/Option		Contract Price per Unit	Total Contract Price
ltem# 111	John Deere 35 P Per Build Specs	BASE SPEC		\$ 49,000.00	\$ 49,000.00
				\$ -	\$ -
60 P	John Deere 60 P Cab Long Arm, Angle Blade	UPGRADE	1	\$ -	\$ 45,700.00
	Counter Weight			\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$-
	Asset 119692 119723 119391			\$-	\$-
Non-Contract:					
TAG Pkg	Helac Coupler w/ 42"Tilt/Swivel Ditching Bucket		1	\$-	\$ 12,800.00
	Hyd Thumb		1	\$-	\$ -
TAG Bkt	24" Bucket w/Straight Edge		1	\$-	\$ 1,900.00
Div-Valve	Diverter Valve-Hoses-Couplers/Install for Thumb/B	kt	1	\$-	\$ 3,000.00
Radio	Radio Installed		1	\$-	\$ 675.00
Trade-In:					
				\$-	\$-
				\$-	\$ -
				\$-	\$ -
				\$-	\$ -
				Equipment Price	\$ 94,700.00
			Non-Cont	ract Equipment (if applicable)	\$ 18,375.00
				Total Purchase Price	\$ 113,075.00
				Quantity Purchased	3
				Subtotal	\$ 339,225.00
				Less Trade in (If Applicable)	\$-
Municipal Lease? Yes No Contract #			Plus Tax:% (if applicable)		
Retail Note?	Yes No Contract #				
	nn Deere Authorized Vendor & Delivering FSA23-EQU21.0	g Dealer - FSA			
	ease submit tax exemption certificate with purch	ase order.		Total Contract Price	\$ 339,225.00

	Florida Sheriffs Contract		Good for 30 Days	Date	10/12/2023
Effective Date: Oct 1, 2023 - Sept. 30, 2025			**Discounts off MSRP prices on non-spec op		tions per contract
Orden Cedee	Description	Un Deumenede/Ontion		Contract Drice non Unit	Total Contract Drice
Order Codes	Description	Up-Downgrade/Option		Contract Price per Unit	Total Contract Price
Item# 111	John Deere 35 P Per Build Specs	BASE SPEC		\$ 49,000.00	
				\$ -	\$-
50 P	John Deere 50 P Cab, Long Arm, Counter Weight	UPGRADE	1	\$-	\$ 33,175.00
	Angle Blade - Configure 0408				
Thumb	Hyd Clamp	Option	1		\$ 2,900.0
Discount	18" Bkt - BYT10979	10%	1	\$ 1,814.00	
	Angle Blade - Configure 0408			\$ -	\$-
	Configure 0408 w/Long Arm & Counter Weight			\$ 11,767.00	
	Configure 0407 wo/Long Arm & Counter Weight			\$ (10,149.00)	\$ -
		Credit		\$ (1,618.00)	\$ (1,618.00
	Asset 119691			\$-	\$-
				\$-	\$ -
Non-Contract:					
Radio	Radio Installed		1	\$ -	\$ 675.0
Trade-In:					
				\$ -	\$-
				\$-	\$-
				\$-	\$ -
				\$ -	\$ -
				Equipment Price	\$ 85,090.0
			Non-Cont	ract Equipment (if applicable)	
				Total Purchase Price	
				Quantity Purchased	
				Subtotal	\$ 85,765.0
				Less Trade in (If Applicable)	
Municipal Lease? Yes No Contract #				Plus Tax: % (if applicable)	· ·
	Yes No Contract #				
			1		
	nn Deere Authorized Vendor & Delivering	Dealer - FSA			
	SA23-EQU21.0	ana ardar		Total Contract Drive	¢ 05 765 04
i tax exempt ple	ease submit tax exemption certificate with purcha	ase order.		Total Contract Price	\$ 85,765.0

	Contract # FSA23-EQU21.0				
Effec	tive Date: Oct 1, 2023 - Sept. 30, 2025		**Discounts off N	ISRP prices on non-spec op	tions per contract
<u></u>					
Order Codes	Description	Up-Downgrade/Option		Contract Price per Unit	Total Contract Price
ltem# 433	John Deere 3035D Per Build Specs	BASE SPEC		\$ 21,750.00	\$ 21,750.00
				\$ -	\$-
3033R	John Deere 33HP Hydro Open Station R1-R4 Tires	UPGRADE	1	\$ -	\$ 7,250.00
	Dual Mid Hyd	STD	1	\$ -	\$ -
Canopy	For Open Station Tractors	Option	1	\$ -	\$ 1,000.00
1 SCV	3rd Rear SCV Installed	Option	1	\$ -	\$ 1,600.00
4th & 5th SCV	4000R Tractors-Installed	Option	1	\$ -	\$ 1,800.00
				\$-	\$-
320R	Loader for 3R tractors	Option	1	\$-	\$ 8,000.00
				\$-	\$-
375A	Backhoe for 3000R Tractors	Option	1	\$-	\$ 12,750.00
	Power Beyond Hydraulics - Req for Bhoe BLV10962	10%install	1	\$ 385.00	\$ 550.00
				\$ -	\$-
				\$-	\$-
	Asset 125377 & Weedon-New Asset			\$-	\$-
				\$-	\$-
Non-Contract:					
AY11H	60" Frontier 4-n-1 Bkt			\$-	\$ 3,500.00
	Hyd Lines/Hoses/Install for Grapple			\$-	\$ 380.00
				\$ -	\$-
				\$ -	\$-
				\$ -	\$-
Trade-In:					
				\$ -	s -
				\$ -	s -
				\$ -	s -
				\$ -	s -
				Equipment Price	
			Non-Co	ntract Equipment (if applicable)	
				Total Purchase Price	
				Quantity Purchased	• • • • • • • • • • • • • • • • • • • •
				Subtotal	\$ 117,160.00
				Less Trade in (If Applicable)	
Municipal Loace 2	Yes No Contract #				
Municipal Lease?				Plus Tax:% (if applicable)	
	nn Deere Authorized Vendor & Delivering I	Dealer - FSA			
Contract - # F	SA23-EQU21.0				
If tax exempt ple	ease submit tax exemption certificate with purchas	e order.		Total Contract Price	\$ 117,160.00

Florida Sheriffs			Good for 30 Days	Date	10/12/2023
Contract # FSA23-EQU21.0 Effective Date: Oct 1, 2023 - Sept. 30, 2025		**Die	**Discounts off MS	RP prices on non-spec op	tions per contract
Order Codes Description		Up-Downgrade/Option		Contract Price per Unit	Total Contract Price
Item# 424 John Deere 5105M	Open Station Per Build Specs	BASE SPEC		\$ 63,500.00	\$ 63,500.00
				\$-	\$-
5095M Cab John Deere 95HP	Cab, 16x16 PR Trans, R1 Tires	UPGRADE	1	\$ -	\$ 13,000.00
2 Mid SCV, 2 Rear	SCV, 540/540E PTO	STD	1	\$ -	\$-
Air Seat For 5M Series		Option	1	\$ -	\$ 1,000.00
Discount LH RH Mirrors - Fa	ctory Mount	Option	1	\$ 373.00	\$ 336.00
Radio		Option	1	\$ -	\$ 750.00
				\$ -	\$-
				\$ -	\$-
Parks - 119667, 119	9725			\$ -	\$ -
Non-Contract:					
				\$ -	\$-
				\$ -	\$-
				\$ -	\$-
				\$ -	\$-
				\$-	\$-
Trade-In:					
				\$ -	\$-
				\$ -	\$-
				\$ -	\$-
				\$ -	\$-
				Equipment Price	
			Non-Cont	ract Equipment (if applicable	
				Total Purchase Price	
				Quantity Purchased	
				Subtota	
				Less Trade in (If Applicable	
•	Contract #			Plus Tax:% (if applicable	)
Retail Note? Yes No Contr	ract #			[	
EFE Inc - John Deere Authori		) Dealer - FSA			
Contract - # FSA23-EQU21.0					

I	Florida Sheriffs Contract Contract # FSA23-EQU21.0		Good for 30 Days	Date	10/12/2023	
Effective Date: Oct 1, 2023 - Sept. 30, 2025			**Discounts off MS	RP prices on non-spec op	c options per contract	
Order Codes	Description	Up-Downgrade/Option		Contract Price per Unit	Total Contract Price	
ltem# 291	JOHN DEERE ZERO TURN RADIUS MOWER	BASE SPEC		\$ 11,500.00	\$ 11,500.00	
-	-			\$ -	\$-	
Z997R 72SD	Z997R 37HP DIESEL 72"SD 7 IRON DECK	UPGRADE	1	\$ -	\$ 11,750.00	
	_			\$ -	\$-	
				\$ -	\$-	
	Asset # - 131662, 131664, 131674			\$ -	\$-	
				\$ -	\$-	
		Multi-Unit Disc		\$ -	\$ (190.00)	
				\$-	\$-	
				\$-	\$-	
Non-Contract:						
	QWIKCHUTE FOR 72" DECK - INSTALLED		1	\$ -	\$ 525.00	
				\$ -	\$-	
				\$ -	\$-	
				\$ -	s -	
				\$ -	s -	
Trade-In:						
				\$-	s -	
				\$ -	s -	
				\$-	\$ -	
				\$ -	\$ -	
				Equipment Price		
			Non-Cont	ract Equipment (if applicable)		
			Non-Com	Total Purchase Price		
				Quantity Purchased	φ 23,303.00	
					¢ 70.755.00	
			+	Subtotal		
	No. No. Output //			Less Trade in (If Applicable)	- ÷	
Municipal Lease?				Plus Tax:% (if applicable)		
Retail Note?	Yes No Contract #		+			
	n Deere Authorized Vendor & Deliver SA23-EQU21.0	ing Dealer - FSA				
	ase submit tax exemption certificate with pur	chase order.		Total Contract Price	\$ 70,755.00	

	Florida Sheriffs Contract			Date	10/12/2023
Effecti	Contract # FSA23-EQU21.0		**Discounts off	MSRP prices on non-spec op	tiono nor contract
Ellecti	ive Date: Oct 1, 2023 - Sept. 30, 2025		Discounts on	MSRP prices on non-spec op	tions per contract
Order Codes	Description	Up-Downgrade/Option		Contract Price per Unit	Total Contract Price
ltem# 433	John Deere 3035D Per Build Specs	BASE SPEC		\$ 21,750.00	\$ 21,750.00
				\$ -	\$-
4066R	John Deere 46HP Hydro Open Station R1-R4 Tires	UPGRADE	1	\$ -	\$ 23,500.00
	Dual Mid Hyd	STD	1	\$ -	\$-
Canopy	For Open Station Tractors	Option	1	\$ -	\$ 1,000.00
1 SCV	3rd Rear SCV Installed	Option	1	\$ -	\$ 1,600.00
4th & 5th SCV	4000R Tractors-Installed	Option	1	\$ -	\$ 1,800.00
				\$ -	\$-
440R	Loader for 4R tractors	Option	1	\$ -	\$ 8,750.00
				\$ -	\$-
	Asset 119728, 119729			\$ -	\$-
				\$ -	\$-
Non-Contract:					
AY11E	72" Frontier 4-n-1 Bkt			\$ -	\$ 3,900.00
				\$ -	\$-
[				\$ -	\$-
				\$ -	\$-
				\$ -	\$-
Trade-In:					
				\$ -	\$-
				\$ -	\$-
				\$ -	\$ -
				\$ -	\$-
				Equipment Price	\$ 58,400.00
			Non-C	Contract Equipment (if applicable)	\$ 3,900.00
				Total Purchase Price	\$ 62,300.00
				Quantity Purchased	2
				Subtota	
				Less Trade in (If Applicable	
Municipal Lease? Yes No Contract #			Plus Tax:% (if applicable		
	Yes No Contract #				
EFE Inc - Joł	nn Deere Authorized Vendor & Delivering SA23-EQU21.0	Dealer - FSA			
If tax exempt ple	ease submit tax exemption certificate with purcha	ase order.		Total Contract Price	\$ 124,600.00

Florida Sheriffs Contract Contract # FSA23-EQU21.0			Good for 30 Days	Date	10/12/2023
Effecti	ive Date: Oct 1, 2023 - Sept. 30, 2025		**Discounts off MS	RP prices on non-spec op	ions per contract
Order Codes	Description	Up-Downgrade/Option		Contract Price per Unit	Total Contract Price
ltem# 424	John Deere 5105M Open Station Per Build Specs	BASE SPEC		\$ 63,500.00	\$ 63,500.0
				\$ -	\$ -
5095M Cab	John Deere 95HP Cab, 16x16 PR Trans, R1 Tires	UPGRADE		\$ -	\$ 13,000.0
	2 Mid SCV, 2 Rear SCV, 540/540E PTO	STD	1	\$ -	\$-
Air Seat	For 5M Series	Option	1	\$-	\$ 1,000.0
Discount	LH RH Mirrors - Factory Mount	Option	1	\$ 373.00	\$ 336.00
	Radio	Option	1	\$ -	\$ 750.00
				\$ -	\$-
	5120M in Lieu of 5095M - Same Specs	Upgrade	1	\$ -	\$ 9,867.00
				\$ -	\$-
				\$ -	\$-
	5120M Base Spec	\$85,264		\$ -	\$-
	5095M Base Spec	\$75,397		\$ -	\$-
	Price Difference	\$9,867		\$ -	\$-
				\$ -	\$-
	Asset 119665			\$ -	\$-
				\$ -	\$-
Non-Contract:					
				\$ -	\$-
				\$ -	\$-
				\$ -	\$-
				\$ -	\$-
				\$ -	\$-
Trade-In:					
				\$ -	\$-
				\$ -	\$-
				\$ -	\$-
				\$ -	\$-
				Equipment Price	\$ 88,453.00
			Non-Cont	ract Equipment (if applicable)	\$-
				Total Purchase Price	\$ 88,453.00
				Quantity Purchased	
				Subtotal	\$ 88,453.00
				Less Trade in (If Applicable)	\$-
Municipal Lease?	Yes No Contract #			Plus Tax:% (if applicable)	
Retail Note?	Yes No Contract #				
	nn Deere Authorized Vendor & Delivering SA23-EQU21.0	g Dealer - FSA			
	ease submit tax exemption certificate with purch	ase order		Total Contract Price	\$ 88,453.00

Pricing Summary

339,225.00 85,765.00 117,160.00 157,172.00 70,755.00 124,600.00 88,453.00 983,130.00

Unspecified	
10%	98,313.00

Total 1,081,443.00