

Purchase Order

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Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 250662 - 01

Delivery must be made within doors of specified destination.

Phone: 352-351-6652 Fax: 352-351-6718

ENDOR

Ocala, FL 34470

THE WASS COMPANY LLC 4720 VINE CREEK DRIVE ACWORTH, GA 30101

WATER RESOURCES- Billing 1805 NE 30th Avenue; Bldg 600

Email: lacosta@ocalafl.gov

Email: <u>DONNA.RALEY@THEWASSCO.COM</u>

WATER RECLAMATION FACILITY #1

1220 NW 4th Avenue Ocala, FL 34475

Email: lhornberger@ocalafl.gov

Phone: 352-629-8355 Fax: 352-401-3961

Vendor Phone Number Vendor Fax				Vendo	Vendor Contact		Vendor Email					
770-917-6090					DONNA RALEY			DONNA.RALEY@THEWASSCO.COM				
Date Ordered Vendor Number Date Requi			ed				City Department/Location					
07/31/2025 8573 07/31/2029					5	250653			WATER RESOURCES			
City Project Manager Phone								City Project Manager				
352-572-0421								Luis Acosta				
Item#	m# Description/Partl					0		QTY	UOM	Unit Price	Extended Price	
Item #: TT20 3HP 3PH SS 36 TITUS® TWISTER® Mixing City Project Manager: <u>lacosta@ocalafl.gov</u>												
1 Item #: TT20 3HP 3PH SS 36 TITUS® TWISTER® Mixing Aerator Ozone Enhanced, 12"Ø x 60" high Head, 3hp Blower (3-phase Stainless Steel Enclosure, Control Panel, Disconnects, Ozone Generator complete with Primary Module (Adjustable up to 10gph) and Secondary Module (as back up or to provide additional 10gph). Required Stainless Steel pipe from enclosure to head NOT included. To be provide by others. (see operating parameters for req'd pipe size)							1	1.0	EACH	\$42500.0000	\$42,500.00	
2	ADDED	: Freight	Frei	ght:	\$830	0.00		1.0	EACH	\$0.0000	\$0.00	

	308-030-483-535-53-46010 \$43,33											

By: <u>(Uphru M.Roursov)</u> Contracting Officer Total Ext. Price
Total Freight
Total Discount
Total Credit

PO Total

\$42,500.00
\$830.00
\$0.00
\$0.00
\$43,330.00



CITY OF OCALA- GENERAL TERMS AND CONDITIONS OF PURCHASE

<u>CHANGES</u>. No modifications of this order shall be binding upon the City unless approved in writing by an authorized representative of the City's Procurement Department, or authorized in writing by the designated City Project/Contract Manager.

SHIPPING TERMS. Unless otherwise specified, all shipments shall be F.O.B. Destination, Freight Prepaid. Orders must be delivered to the "ship to" address as stated on the purchase order. The City will not be responsible for any lost shipments caused by improper shipment.

<u>PAYMENT TERMS</u>. By accepting this order, the Seller agrees that payment terms shall be as set forth in accordance with Florida's Prompt Payment Act.

QUANTITIES. Quantities specified in the order cannot be changed without prior written approval of the City. Goods shipped in excess of the quantity designated may be returned at the Seller's expense. If no packing list accompanies the shipment, the City's count will be accepted.

<u>TAXES</u>. The City is exempt from Federal and State taxes, both excise, sales and use taxes, and any other like taxes. The City's Florida sales tax exemption # is: 85-8012621655C-9.

CONTRACT RESULTING FROM A BID. If this purchase order is a result of a competitive bid award, all conditions, provisions, and specifications of the solicitation shall become a part of and are incorporated in this order.

LEGAL VENUE. The legal venue for any civil action or legal proceeding arising out of this order shall be the state or federal courts of Marion County, Florida.

FORCE MAJEURE. Seller will not be held responsible for delays in delivery due to Acts of God, fire, extreme weather, strikes, accidents, war, and common carrier transportation delays provided the Seller notifies the City's Contracting Officer immediately in writing of the pending delay. In the event of documented delays, the date of delivery will be extended for a period equal to the time lost due to force majeure.

INSPECTION. All materials and good will be received "subject to inspection and acceptance." Materials or goods found defective or not in accordance with City's instructions, specifications, drawings, or other data, will remain the property of the Seller. The City will cancel the purchase order and the materials or goods will be returned at the Seller's expense. The receipt of, or payment for materials and goods shall not be deemed as an acceptance thereof.

DEFAULT. In the event of default by the Seller, the City may procure the articles or services covered by this purchase order from other sources. The following shall constitute a default: 1) Failure to make complete deliveries within the promised time. 2) Unauthorized substitution, or delivery of goods deemed by the City to be inferior. 3) Inability of the Seller to fulfill the terms and conditions of this Order.

TERMINATION. A) This Purchase Order may be canceled by the City's Contracting Officer in whole or in part at any time the interest of the City requires such termination. B) If the City determines the performance of the Seller is not satisfactory, the City shall have the right to immediately terminate the Purchase Order. C) If the City requires termination of the Purchase Order for reasons other than unsatisfactory performance, the City shall notify the Seller of such termination, and the Seller will be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress shall become the property of the City, and shall be turned over promptly by the Seller.

INDEMNIFICATION AND INSURANCE. Seller agrees to indemnify, save, and hold harmless the City, its employees, elected officials, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any negligent act or omission by the Seller, or its employees, agents, subcontractors, or assignees arising out of the services or goods provided under this Purchase Order. Seller agrees to maintain insurance in accordance with the City's insurance standards established by the Risk Department. All insurance certificates and endorsements listing the City of Ocala as additional insured must be mailed to the Procurement & Contracting Office, 110 SE Watula Ave, 3rd FL, Ocala, FL 34471.