



CITY OF OCALA

Purchase Order

Fiscal Year 2024

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UTILITIES WAREHOUSE- BILL
1805 NE 30th Avenue; Bldg 700
Ocala, FL 34470
Email: mstlaurent@ocalafl.org
Phone: 352-351-6705
Fax: 352-351-6611

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FERGUSON ENTERPRISES INC.
FERGUSON WATERWORKS
3501 SW 13TH STREET
#200
OCALA, FL 34474
Email: ACH@FERGUSON.COM

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

Purchase
Order #

240264

Delivery must be made within doors of specified destination.

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UTILITIES WAREHOUSE- SHIP
1805 NE 30th Avenue; Bldg 700
Ocala, FL 34470
Email: mstlaurent@ocalafl.org
Phone: 352-351-6705
Fax: 352-351-6611

Vendor Phone Number		Vendor Fax		Vendor Contact		Vendor Email		
813-627-1240				FERGUSON		ACH@FERGUSON.COM		
Date Ordered	Vendor Number	Date Required	Contract #			City Department/Location		
02/15/2024	1512	03/13/2024	240303			WAREHOUSE		
City Project Manager Phone					City Project Manager			
242563					MS			
Item#	Description/PartNo				QTY	UOM	Unit Price	Extended Price
1	REPLACEMENT PARTS/H-tech 986 sewer ARV City Project Manager: MS				5.0	EACH	\$670.3000	\$3,351.50
	FUNCTION UNIT W.O. FLG F/ MOD. 986 FOR H-tech 986 sewer ARV MFG: SP-H98645000 DEL: 4 WEEKS							
	***** GL SUMMARY *****							
	455-030-300-535-53-46010				\$3,351.50			

By: Daphne M. Robinson
Contracting Officer

VENDOR COPY

Total Ext. Price	\$3,351.50
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

PO Total **\$3,351.50**



CITY OF OCALA- GENERAL TERMS AND CONDITIONS OF PURCHASE

CHANGES. 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.

PAYMENT TERMS. 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.

TAXES. 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.