

PURCHASE



Purchase Order

City of Cocoa
 65 STONE ST
 COCOA, FL 32922
 321-433-8833
 Purchasing@cocoafl.gov

**PURCHASE
 ORDER NO.
 081307**

P.O. Date : 08/31/2023
Change Order Date: 08/31/2023
Change Order No. : 2

VENDOR PHONE : (689)244-9515
VENDOR NUMBER : 10749
VENDOR ADDRESS : JET-VAC EQUIPMENT COMPANY, **SHIP TO** : CITY GARAGE
 LLC
 5746 BROAD STREET CITY GARAGE
 SUMTER, SC 29154 301 SHEARER BOULEVARD
 COCOA, FL 32922

*Above P.O. # **MUST** Appear on ALL Invoices, Packing Slip and Correspondence*

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY	
09/30/2023	0000046868	08/21/2023	TONY JONES	
FOB	ACCOUNT NUMBER		PROJECT #	BUYER
	42141255366400		CA2301	CHRISTINE SAVAGE

CHANGE ORDER

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	476,000.00 SUM	900-ECO 12 YARD TRUCK MOUNTED COMBINATION SEWER CL 001 001 Q2022-273 UPGRADE TO ROOTS 827 BLOWER (5000CFM @ 18"HG) 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Analog Vacuum Display (6) Tube / Tube Rack Boom: Telescoping Boom System Telescoping Reach 17' 2" to 27' 2" Hydraulic Powered Boom 180° Working Radius Boom Joystick Control Debris Tank: 12 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle (LIFT CYLINDER) Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door Water System: 1300 Gallon Capacity Water Tank Giant plunger style triplex UPGRADED TO 80 gpm @ 2500 psi w/ 30 min run dry	1.0000	476,000.00

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Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
		Black Duraprolene Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports Electrical: NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches Truck: (1) Alum Toolbox 24"x42"x100" - Behind Cab LED D.O.T. Approved Lighting Tow Hooks Hose Reel & Hose: Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls Accessories: (3) 8" x 6' Extension Tube 1300 Gallon Capacity Water Tank Giant plunger style triplex UPGRADED TO 80 gpm @ 2500 psi w/ 30 min run dry Black Duraprolene Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports Electrical: NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches Truck: (1) Alum Toolbox 24"x42"x100" - Behind Cab LED D.O.T. Approved Lighting Tow Hooks Hose Reel & Hose: Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls Accessories: (3) 8" x 6' Extension Tube (1) 8" X 4' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (6) Quick Clamps BB Hose Guide Tri-Star (chisel point) nozzle		

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		DD (high flow) nozzle Finned Nozzle extension Nozzle Rack (Mounted midship toolbox) 25' Fill Hose Upstream Pulley Guide Washdown gun Cleaner, Tip, Torch, Small (1) Hydrant Wrench (1) Paper Owner's Manual AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION FOOTAGE METER (mounted on jet hose reel) 500' x 1" I.D. x 2500 SEWER HOSE ADDITIONAL 200 GALLON DURAPROLENE WATER TANK W/ 1 YEAR WARRANTY - (between rails) DIGITAL WATER TANK LEVEL GAUGE WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons) FILL HOSE STORAGE RACK STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose) (Confirm chassis horsepower requirements) CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship) Additional Extension Wand w/ High Flow Quick Connect Additional Rotary Digging Wand w/ High Flow Quick Connect - 8GPM Linear Digging Wand w/ High Flow Quick Connect - 10GPM Rear toolbox group w/ (2) long handle tool storage tubes (includes (2) 24"x18"x18" boxes, (1) 63.75"x17.25"x12" cabinet and (2) 4" tubes) (2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder (2) ADDITIONAL 18"x18"x30" ALUMINUM TOOLBOX - (1 maximum mounted passenger side rail) BUMPER MOUNTED ALUMINUM TOOL BOX (1) 10"x12"x22" (mounted driver side front bumper) DEBRIS BODY PUMP OFF SYSTEM (4" hydraulic driven		

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		<p>pump rated @ 800 gpm located on rear door of debris box, includes swing out decant screen) (Torque PTO Bolts & Studs @ 50ft-lbs) DEBRIS LIQUID LEVEL AUDIBLE ALARM (level set point is adjustable) Manual/Electric Boom Control Valve (Control valves have built-in levers for manual boom control) (Located at midship control panel) Dual Variable Vacuum Control Valve (Located at both Hose Reel & Midship Stations) DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief on/off, boom up/down, boom left/right, boom extend/retract and module kill switch) WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck is taken out of neutral with remote is not in docking station) ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with split screen monitor in cab) (6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard) LED ARROW BOARD (factory standard) LED MANHOLE AREA WORK LIGHT LED CURBSIDE BODY MOUNTED WORK LIGHT LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard) LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR LED HANDHELD WIRELESS 12v/110v RECHARGEABLE LED SPOTLIGHT W/ STORAGE (4) RUBBER BUMPERS MOUNTED ON REAR BUMPER - (Recommended for use when dumping into containers) SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER</p>		

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		CENTRAL LUBRICATION SYSTEM HYDRAULIC TOOL CIRCUIT VIA CHASSIS TRANSMISSION PTO (rated @ 9.5gpm, system engaged via manual diverter valve and supplied with Parker 60 series connectors) Sourcewell Discount -10,836.87 -10,836.87 Western Star 4700 Detroit Diesel 450HP Tandem Axle		
		Change Order 1 & 2 issued to correct error in the extended description that prevent PO to print.		

TOTAL PURCHASE AMOUNT **\$476,000.00**

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Remit Invoice to:

CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

or
Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE - 
Purchasing/Contracts Manager

Florida Sales Tax Exemption No. 85-8012621548C-8

1. Do not invoice prior to shipment.
2. Partial shipments must be billed as separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions.
5. **IMPORTANT: Invoices and packing slips must bear City Purchase Order #.** Confirm Receipt of PO to Purchasing@cocoafl.gov.

TERMS and CONDITIONS

1. AGREEMENT:

Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE:

Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY:

With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS:

Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER:

The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS:

City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION:

Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION:

Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION:

City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled, notwithstanding City's knowledge of the nonconformity, its substantiality, or the ease of its discovery.

10. TAXES:

The City government is a non-profit operation and not subject to tax.

11. CONTINGENCIES:

Performance of any obligation under this Agreement may be suspended by either party, without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION:

Seller warrants that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another

source at a lower delivered cost than in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE:

No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements, or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD:

Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY:

The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT:

No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE:

The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:

Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION:

a) Specified Period.

Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.

b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled, and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER:

Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids may be rejected and made void by the City.

21. INDEPENDENT CONTRACTOR:

The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS:

In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY:

Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE:

If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. E-VERIFY:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.