Ocala City Council Agenda - Final
Tuesday, November 18, 2025

Meeting Information

Location
Ocala City Hall
110 SE Watula Avenue
Second Floor - Council Chambers
Ocala, Florida

https://www.ocalafl.gov/meetings

Time
4:00 PM

Council Members
Kristen Dreyer, Council President
Ire Bethea Sr., Pro Tem
James P. Hilty Sr.
Barry Mansfield
Jay A. Musleh

Mayor
Ben Marciano

City Manager
Peter Lee

Mission Statement

The City of Ocala provides fiscally responsible services consistent with the community's current and future expectations.

City Council's Strategic Priorities

Priority 1: Economic hub
Priority 2: Fiscally sustainable
Priority 3: Engaged workforce
Priority 4: Operational excellence
Priority 5: Quality of place

WELCOME!
Citizens are encouraged to participate in City of Ocala meetings. Speakers wishing to provide public comments to the City Council should complete a written public comment form and shall submit said form to the City Clerk prior to the meeting being called to order. Unless otherwise permitted, no person shall be permitted to provide public comments to City Council if they have not completed and submitted a public comment card prior to the meeting being called to order. Speakers will be limited to 3 (three) minutes. Additional time may be granted by the Council President. When recognized, state name and address. Citizen groups are asked to name a spokesperson.

The City of Ocala encourages civility in public discourse and requests that speakers limit their comments to specific motions and direct their comments to the Council. Cell phones should be turned off or set to vibrate.

The order of agenda items may be changed if deemed appropriate by City Council.

Citizens are encouraged to provide comments in writing to the City Clerk before meetings for inclusion into the public record. Citizens may also provide input to council members via office visits, phone calls, letters and e-mail that will become public record. In some instances, i.e., Quasi-Judicial Hearings, these particular contacts may be prohibited.

APPEALS
Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is made.

ADA COMPLIANCE
If reasonable accommodations are needed for you to participate in this meeting, please call the City Manager's Office at 352-629-8401 at least 48 hours in advance so arrangements can be made.

1. **Call to Order**
2. **Roll Call**
3. **Public Notice**
4. **Proclamations and Awards**

   4a. Presentation of the Mayor's Citizen Recognition Award to Matt Wilkerson

   4b. Presentation of the Annual Red Kettle Campaign Proclamation to Salvation Army Majors Jason and Melissa Smith

5. **Presentations**

   5a. Update from Ocala Mainstreet

6. **Consent Agenda**

   Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

   6a. One-year agreement with North Florida Container & Truck Repair, LLC, for dumpster painting and repair services in an amount not to exceed $72,703

   Presentation By: Darren Park

   6b. Two-year agreement with Solo Cats Services, LLC, for grounds maintenance services on rights-of-way and medians along State Road 40 East with an expenditure of $52,752

   Presentation By: Darren Park

   6c. Heath Preserve Phase 3 Amendment to Developer's Agreement

   Presentation By: Aubrey Hale

   6d. Utilization of grant funds from the Florida Department of Law Enforcement and a TIPS Cooperative Agreement for the purchase of two drones from Skydio, Inc., in an amount not to exceed $49,877

   Presentation By: Clint Welborn

   6e. Budget Resolution 2026-113 to amend the Fiscal Year 2025-26 budget to accept and appropriate funds from the Florida Department of Law Enforcement for the purchase of two drones in the amount of $49,877 **BR-2026-113**

   Presentation By: Clint Welborn

6f. Workers' compensation settlement in the matter of Patricia Mraz versus the City of Ocala, Florida, with a proposed settlement amount of $96,250

Presentation By: William E Sexton

6g. November 4, 2025 City Council meeting minutes

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

8. Introduction and First Readings of Ordinances

(Second and Final Reading - December 2, 2025)

8a. Ordinance 2026-1 to amend the code of ordinances for permitted uses in the M-1, Light Industrial, zoning district to include churches/places of worship located on major and minor arterial roadways subject to supplemental regulations (COD25-0003) **ORD-2026-1**

8b. Ordinance 2026-2 to change the future land use designation on approximately 10.36 acres (Parcel 21454-000-00) located at 2500 NW 31st Avenue from Medium Intensity/Special District to Employment Center (Case LUC25-0005) (Quasi-Judicial) **ORD-2026-2**

8c. Ordinance 2026-3 to rezone approximately 10.36 acres (Parcel 21454-000-00) located at 2500 NW 31st Avenue from R-1, Single-Family Residential and R-2, Two-Family Residential to M-1, Light Industrial (Case ZON25-0012) (Quasi-Judicial) **ORD-2026-3**

9. Public Hearings / Second and Final Readings / Adoption of Ordinances

9a. The sale of beer, wine and liquor for off-premises consumption for Virwa, Inc., doing business as, Spot on Liquors located at 1500 W Silver Springs Blvd Unit 1 (Parcel 28520-000-00)(Quasi-Judicial)

Presentation By: Endira Madraveren

10. General Business

10a. Cooperative purchasing agreement to Geograph Technologies, LLC, for the acquisition of CrescentLink fiber network design software and related services with an aggregate expenditure of $106,200

Presentation By: Kenneth Jamerson

10b. One-year renewal of contract with SHI for Palo Alto Firewall hardware and software with an estimated expenditure amount of $166,655

Presentation By: Joshua Sasso

10c. One-year renewal of the contract with PCN-Strategies for Getac in-car video and body camera computer aided hardware and software with an estimated expenditure amount of $229,280

Presentation By: Joshua Sasso

10d. Reallocation of over-collected Power Cost Adjustment funds to mitigate the impact of un-anticipated increase in the bulk power cost expenditures incurred during Fiscal Year 2025, in the amount of $3,701,630

Presentation By: Doug Peebles

10e. Budget Resolution 2025-114 to amend the Fiscal Year 2024-25 budget to offset unanticipated bulk power expense by transferring the power cost adjustment over-collection to the Electric Utility Reserve in the amount of $3,701,630 **BR-2026-114**

Presentation By: Doug Peebles

10f. Piggyback agreement with USSI, LLC for inflow abatement and related services with an estimated aggregate expenditure of $190,000

Presentation By: Sean Lanier

10g. Third amendment to the Agreement for Legal Services with Allen, Norton & Blue, P.A., extending the contract for an additional three year term in an amount not to exceed $150,000

Presentation By: Todd Swanson

10h. Renewal of five-year Lytx DriveCam hardware lease and product subscription in an amount not to exceed $1,010,160

Presentation By: Todd Swanson

10i. Interlocal Agreement for the Collection and Expenditure of Impact Fees (Emergency Medical Services)

Presentation By: William E. Sexton

11. Internal Auditor's Report

12. City Manager's Report

13. Ocala Police Department Report

14. Ocala Fire Rescue Department Report

15. City Attorney's Report

16. Public Comments

17. Informational Items and Calendaring Items

- Thursday, November 27 and Friday, November 28, 2025 - Thanksgiving Holiday - City Offices closed
- Tuesday, December 2, 2025 - 3:30pm - CRA Board meeting - Council Chambers
- Tuesday, December 2, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, December 16, 2025 - 4:00pm - City Council meeting - Council Chambers
- Wednesday, December 24 and Thursday, December 25, 2025 - Christmas Eve & Christmas Day Holidays - City Offices closed
- Thursday, January 1, 2026 - New Year's Day Holiday - City Offices closed
- Tuesday, January 6, 2026 - City Council meeting - Council Chambers

17a. Fully Executed Contracts Under $50,000

18. Comments by Mayor

19. Comments by City Council Members

20. Adjournment

File #: 2026-0179 Agenda Item #: 4a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the Mayor's Citizen Recognition Award to Matt Wilkerson

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-0273 Agenda Item #: 4b.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Presentation of the Annual Red Kettle Campaign Proclamation to Salvation Army Majors Jason and Melissa Smith

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2026-0068 Agenda Item #: 6a.

Submitted By: Tiffany Stewart

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
One-year agreement with North Florida Container & Truck Repair, LLC, for dumpster painting and repair services in an amount not to exceed $72,703

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
Bid released to the public: September 17, 2025

BACKGROUND:
The City's Public Works Commercial Sanitation Division has an ongoing need for dumpster painting and repair services. The most common type of dumpster repair is bottom replacement, which extends the dumpster's lifespan. Generally, dumpster bottoms can be repaired two to three times before total dumpster replacement is required.

Outsourcing this service provides the City with an effective and efficient way to repair dumpster bottoms. The Public Works Commercial Sanitation Division is capable of performing minor repairs in-house but is not equipped to handle large-volume repairs in conjunction with other responsibilities.

FINDINGS AND CONCLUSIONS:
On September 17, 2025, the City issued Invitation to Bid (ITB) No.: PWD/250875 for dumpster painting and repair services. The solicitation closed on September 30, 2025, with two (2) responsive bids received. The results are as follows:

Bidder Name	Office Location	Total Bid Amount
North FL Container & Truck Repair LLC	**Ocala, FL**	**$72,703.00**
Eagle Fabrication & Metalworking Inc.	Ocala, FL	$195,510.00

North Florida Container & Truck Repair, LLC, was found to be the lowest responsive and responsible bidder. Staff recommends approval of the agreement with North Florida Container & Truck Repair, LLC for a one-year term, beginning November 18, 2025, and ending November 17, 2026, with two (2) optional one-year renewals.

FISCAL IMPACT:
Funding for this contract is budgeted in account 453-023-325-534-53-46010 for Fiscal Year 2025-26 in the amount of $66,644. Funding will be budgeted in account 453-023-325-534-53-46010 for Fiscal Year 2026-27 in the amount of $6,059.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

AGREEMENT FOR DUMPSTER PAINTING AND REPAIR SERVICES – AS NEEDED

THIS AGREEMENT FOR DUMPSTER PAINTING AND REPAIR SERVICES – AS NEEDED ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **NORTH FLORIDA CONTAINER & TRUCK REPAIR, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 45-4336283) ("Vendor ").

WHEREAS, on September 17, 2025, City issued an Invitation to Bid for the provision of dumpster painting and repair services on an as needed basis, ITB No.: PWD/250875 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by North Florida Container & Truck Repair, LLC was found to be the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide dumpster painting and repair services on an as needed basis (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-2)

      Exhibit B: Price Proposal (B-1)

      Exhibit C: Photos of Current Dumpsters (C-1 through C-2)

      If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C.

3. **SCOPE OF SERVICES.** shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Vendor an amount no greater than **SEVENTY-TWO THOUSAND, SEVEN HUNDRED THREE AND NO/100 DOLLARS ($72,703)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory

performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor 's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall invoice once a month. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Public Works Department**, Attn: **Dwayne Drake, 2100 NE 30th Avenue, Building 200, Ocala, Florida, 34470**, E-Mail: ddrake@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor ; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor 's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor 's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **NOVEMBER 18, 2025,** and continue in effect for a term of **ONE (1) YEAR**, through and including **NOVEMBER 17, 2026** (the "Term"). This Agreement may be renewed for up to **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Vendor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Vendor 's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Vendor 's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor 's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Vendor provides material that does not meet the specifications of the Agreement;

      (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

   B. **Vendor 's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor . Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor 's default prior to termination; and

      (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor ; or (ii) any other remedy as provided by law.

   D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this

Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor 's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor .

C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Vendor , its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1)

may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor , supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor :

    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

14. **WARRANTY.** Vendor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

    A. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **SIXTY (60) DAYS** from the date of Final Completion.

    B. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **SIXTY (60) DAYS** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.

    C. Vendor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Vendor shall waive and shall ensure that Vendor's insurance carrier waives all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result

from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Vendor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendors' duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

23. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Vendor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Vendor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.

24. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

25. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor , without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor 's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

26. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

27. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

28. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

29. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

30. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 Vendor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

31. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

32. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

33. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

34. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor 's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

35. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

36. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

37. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor , its agents, and employees.

38. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

39. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	North Florida Container & Truck Repair, LLC Attention: Chuck Blanton 4240 SE 95th Street Ocala, Florida 34480 Phone: 352-427-9970 E-mail: chuckblanton25@yahoo.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

40. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
41. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
42. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
43. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
44. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

45. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
46. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
47. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
48. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
49. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
50. **ELECTRONIC SIGNATURE(S).** Vendor , if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
51. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
52. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Kristen Dreyer
City Council President

NORTH FLORIDA CONTAINER & TRUCK REPAIR, LLC

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

Vendor shall provide all materials, labor, and equipment needed for dumpster painting and repair services for the City, as described and under the scope of services outlined in the Scope of Work.

EXPERIENCE AND REQUIREMENTS

Level II Background Check Requirement: Vendor's employees and all subcontractors working on-site must complete a Level II background check. Background checks shall be scheduled with the City Project Manager and shall be conducted by the Ocala Police Department.

VENDOR RESPONSIBILITIES

1. Vendor shall provide painting and repair services on front-load dumpsters. The Vendor shall pick up dumpsters from the City of Ocala Sanitation Division, located at 2100 NE 30th Ave., Building #200, and transport them off-site for painting and repairs.

2. **Painting:**

   The Vendor shall remove any loose paint, dirt, old logos, and rust from each dumpster. Vendor must smooth, prime, and paint the dumpster surface.

3. **Repair**:

   When the Vendor replaces dumpster bottoms, Vendor must remove the old bottom, replace it with a primed, fabricated bottom with runners on the bottom that cover from the front edge to the back edge, and include a continuous weld. Additionally, the new bottom must consist of one new threaded drain hole. After the new bottom is installed, dumpsters shall be primed and painted. Vendor shall prime any bare metal and paint the entire dumpster.

   Repairing dumpsters extends their useful life at a lower cost than buying new ones. The main repair involves replacing the bottoms, which tend to wear out before the rest of the dumpster. These repairs let us replace the bottom two or three times before needing to replace the entire dumpster.

PAINT REQUIREMENTS AND LEAD TIME

1. **Paint specifications**
   Vendor shall use the specified paint (or a City-approved equivalent):

   - Industrial enamel paint, a high gloss water reducible alkyd product #73-5126C, Premium Dark Green from Sheboygan Paints.
   - Primer numbers #71-3123 Gray or #71-71886 Red Oxide. Thickness must be five (5) mm when wet, and one and one-half (1.5) mm when dry. The paint must match, or closely match, the current dumpsters.

- New dumpster bottoms need to be the same thickness as the bottoms that are being replaced.

Lead time and scheduling

The scheduling of services shall be coordinated with the City's Project Manager, Cloretha McReynolds, 352-351-6633. The normal work hours are Monday through Friday from 7:00 am to 3:30 pm, excluding City-observed holidays.

- Painting and repairs on a small load (1-3 dumpsters) shall be completed within **five (5)** business days.
- Painting and repairs on standard loads (4-7 dumpsters) shall be completed within **ten (10)** business days.

SAFETY

Vendor shall be responsible for all damages to buildings, curbing, landscaping or irrigation systems caused by the delivery or removal of materials.

OCALA
Procurement

Exhibit B - Price Proposal

ITB# PWD/250875 Dumpster Repair Services

VENDOR NAME	LOCATION
North Florida Container & Truck Repair, LLC	**Ocala, FL**

Item	Description	Estimated Quantity	Unit Price
Painting (Outside of Dumpsters Only)			
1	Two (2) Cubic Yard Dumpster	1	$45.00
2	Four (4) Cubic Yard Dumpster	1	$60.00
3	Six (6) Cubic Yard Dumpster	1	$81.00
4	Eight (8) Cubic Yard Dumpsters	1	$96.00
Repairs			
5	Two (2) Cubic Yard Dumpster	1	$300.00
6	Four (4) Cubic Yard Dumpster	1	$330.00
7	Six (6) Cubic Yard Dumpster	1	$430.00
8	Eight (8) Cubic Yard Dumpsters	1	$450.00

CLOSE LIDS
CITY OF OCALA C 6
PUBLIC WORKS
SOLID WASTE
CAUTION
NO HAZARDOUS WASTES ACCEPTED
CAUTION
DO NOT PARK
CLOSE DOORS
CLOSE
DOORS

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Dumpster Painting and Repair Services**
ProRFx ID: ITB09152500000111
Notifications Sent: 19171
Bids: 2

Solicitation: **ITB# PWD/250875**
Buyer: Louis Joseph
Buyer Email: ljoseph@ocalafl.gov
Buyer Phone: 352-629-8260

10/6/2025 **Notice of Intent to Award** to **North FL Container & Truck Repair, LLC.,** pending City Council approval.

Bidder Name	Office Location	Total Bid Amount
North FL Container & Truck Repair, LLC	Ocala, FL	**$ 72,703.00**
Eagle Fabrication & Metal Working, Inc.	Ocala, FL	$ 195,510.00

Item	Description	Qty	UOM	Unit Price	Total
1	**Two (2) Cubic Yard Dumpster (Painting)**	**1**	**Each**		
	North FL Container & Truck Repair, LLC	1	Each	$ 45.00	$ 45.00
	Eagle Fabrication & Metal Working, Inc.	1	Each	$ 320.00	$ 320.00

Item	Description	Qty	UOM	Unit Price	Total
2	**Four (4) Cubic Yard Dumpster (Painting)**	**7**	**Each**		
	North FL Container & Truck Repair, LLC	7	Each	$ 60.00	$ 420.00
	Eagle Fabrication & Metal Working, Inc.	7	Each	$ 380.00	$ 2,660.00

Item	Description	Qty	UOM	Unit Price	Total
3	**Six (6) Cubic Yard Dumpster (Painting)**	**12**	**Each**		
	North FL Container & Truck Repair, LLC	12	Each	$ 81.00	$ 972.00
	Eagle Fabrication & Metal Working, Inc.	12	Each	$ 430.00	$ 5,160.00

Item	Description	Qty	UOM	Unit Price	Total
4	**Eight (8) Cubic Yard Dumpster (Painting)**	**21**	**Each**		
	North FL Container & Truck Repair, LLC	21	Each	$ 96.00	$ 2,016.00
	Eagle Fabrication & Metal Working, Inc.	21	Each	$ 510.00	$ 10,710.00

Item	Description	Qty	UOM	Unit Price	Total
5	**Two (2) Cubic Yard Dumpster (Repairs)**	**4**	**Each**		
	North FL Container & Truck Repair, LLC	4	Each	$ 300.00	$ 1,200.00
	Eagle Fabrication & Metal Working, Inc.	4	Each	$ 780.00	$ 3,120.00

Item	Description	Qty	UOM	Unit Price	Total
6	**Four (4) Cubic Yard Dumpster (Repairs)**	**38**	**Each**		
	North FL Container & Truck Repair, LLC	38	Each	$ 330.00	$ 12,540.00
	Eagle Fabrication & Metal Working, Inc.	38	Each	$ 880.00	$ 33,440.00

Item	Description	Qty	UOM	Unit Price	Total
7	**Six (6) Cubic Yard Dumpster (Repairs)**	**37**	**Each**		
	North FL Container & Truck Repair, LLC	37	Each	$ 430.00	$ 15,910.00
	Eagle Fabrication & Metal Working, Inc.	37	Each	$ 980.00	$ 36,260.00

Item	Description	Qty	UOM	Unit Price	Total
8	**Eight (8) Cubic Yard Dumpster (Repairs)**	**88**	**Each**		
	North FL Container & Truck Repair, LLC	88	Each	$ 450.00	$ 39,600.00

	Eagle Fabrication & Metal Working, Inc.	88	Each	$ 1,180.00	$ 103,840.00

File #: 2026-0069 Agenda Item #: 6b.

Submitted By: Tiffany Stewart

Presentation By: Darren Park

Department: Public Works

FORMAL TITLE:
Two-year agreement with Solo Cats Services, LLC, for grounds maintenance services on rights-of-way and medians along State Road 40 East with an expenditure of $52,752

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
Bid released to the public: September 11, 2025

BACKGROUND:
The Public Works Department's Streets Division has a continuing need for grounds maintenance services along East State Road 40, including the rights-of-way (ROW) and medians, from NE 25th Avenue to the median east of NE 49th Terrace. Mowing is based on a set number of cuts per month for each month of the calendar year. Scheduled mowing ensures an acceptable appearance and an attractive gateway into the City of Ocala.

FINDINGS AND CONCLUSIONS:
On September 11, 2025, the City issued Invitation to Bid ("ITB") No.: PWD/250941. Fifteen bids were received with the following results:

Bidder Name	Office Location	Total Bid
Solo Cats Services, LLC	**Ocala, FL**	**$52,752.00**
Squeekie Klean Landscaping	Reddick, FL	$62,352.00
North Central Florida Landscaping & Lawncare, LLC	Ocala, FL	$62,400.00
Pure Cuts Lawn & Maintenance, LLC	Ocala, FL	$64,512.00
Sulter Precision Cuts	Ocala, FL	$69,600.00
Southern Lawn Care Mid Florida, Inc	Anthony, FL	$71,760.00
Extreme Enterprises of Marion County, Inc	Ocala, FL	$79,200.00
2nd Miles M.C., LLC	Palm Bay, FL	$79,200.00
BWC Services USA, LLC	Ocala, FL	$79,200.00
Industrial Cleaning & Sanitizing, LLC	Jacksonville, FL	$79,200.00
Lake Arthur Landscaping, LLC	Groveland, FL	$79,968.00
Calloway & Clark Enterprises, LLC	Saint Cloud, FL	$86,160.00
Kelly Klean, LLC	Macclenny, FL	$86,400.00
Florida Greenscapes Management	Ocoee, FL	$140,000.76
Native Tree of Central Florida, Inc	Ocala, FL	$143,400.00

Solo Cats Services, LLC, was found to be the lowest responsive and responsible bidder. Staff recommends approval of the agreement with Solo Cats Services, LLC for a two-year term beginning January 1, 2026, and ending on December 31, 2027, with two (2) optional one-year renewals.

FISCAL IMPACT:
Funding for this contract is budgeted in account 158-023-430-538-53-34010 for Fiscal Year 2025-26 in the amount of $20,881. Funding will be budgeted in account 158-023-430-538-53-34010 for Fiscal Year 2026-27 in the amount of $26,376 and for Fiscal Year 2027-28 in the amount of $5,495.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – RIGHTS-OF-WAY AND MEDIANS HWY 40

THIS AGREEMENT FOR GROUNDS MAINTENANCE SERVICES – RIGHT-OF-WAY AND MEDIANS HWY 40 ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SOLO CATS SERVICES, LLC,** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 86-3502551) ("Contractor").

WHEREAS, on September 11, 2025, City issued an Invitation to Bid for the provision of grounds maintenance services, ITB No.: PWD/250941 (the "Solicitation"); and

WHEREAS, fifteen (15) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Solo Cats Services, LLC was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide grounds maintenance services in rights-of-way and medians along East State Road 40 (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
   Exhibit A: Scope of Work (A-1 through A-6)
   Exhibit B: Price Proposal (B-1)
   Exhibit C: Grounds Maintenance Location Map (C-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor an amount no greater than **FIFTY-TWO THOUSAND, SEVEN HUNDRED FIFTY-TWO AND NO/100 DOLLARS ($52,752)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory

performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Contractor's proposed price increases. Contractor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Contractors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall invoice once a month. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Public Works Department**, Attn: **Charlie Varney, 1805 NE 30th Avenue, Building 300, Ocala Florida 34470**, E-Mail: cvarney@ocalafl.gov or **Tom Casey** E-Mail: tcasey@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to

Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **JANUARY 1, 2026,** and continue in effect for a term of **TWO (2) YEARS**, through and including **DECEMBER 31, 2027** (the "Term"). This Agreement may be renewed for up to **TWO (2)** optional **ONE (1) YEAR** periods by written consent between City and Contractor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means,

methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

      (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

      (2) Contractor provides material that does not meet the specifications of the Agreement;

      (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or

      (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

   B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

   C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

      (1) City shall be entitled to terminate this Agreement without further notice;

      (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;

      (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

(4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.

C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the

convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

14. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned

automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

17. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

19. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

    B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

    C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue

after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

20. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons that may be affected thereby;

B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

23. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to

create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

25. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

28. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency 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.

    C. 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 Contractor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

29. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

30. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

31. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

32. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

35. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers

may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Solo Cats Services, LLC Attention: Zackery Grimmo 4850 NW 46th Avenue Ocala, Florida 34482 Phone: 207-520-1685 E-mail: zackgrimmo@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

43. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

48. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

50. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

CITY OF OCALA

_____
Kristen Dreyer
City Council President

SOLO CATS SERVICES, LLC

_____

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Contractor shall provide grounds maintenance services along East State Road 40, including the rights-of-way (ROW) and medians from NE 25th Avenue in front of the Campus USA Bank at 2444 East Silver Springs Blvd., through to the median immediately East of NE 49th Terrace, approximately 540'. The median/island at NE 3rd Street is included as indicated in **Exhibit C - Grounds Maintenance Location Map**.
2. Contractor shall be responsible for ground maintenance services, including, but not limited to, mowing, edging sidewalks and curbs, litter removal, and herbicide applications.
3. All work shall be coordinated with the City Project Manager Charlie Varney, cvarney@ocalafl.gov, (352)351-6789.

EQUIPMENT REQUIREMENTS

Contractor must possess and properly maintain (for the duration of this Agreement) all equipment necessary to perform services described herein, which minimally shall include the following equipment:

- Two (2) weed eaters
- Two (2) edgers
- Two (2) backpack blowers
- One (1) three-wheel blower (for parking lots)
- Three (3) mowers, which shall include a combination of push and zero-turn mowers
- Two (2) trucks/trailers Two
- Two (2) backpack sprayers

DEFINITIONS

1. **Trash:** Trash is defined as anything loose and useless (examples but not limited to) bottles, cans, paper, plastic bags, plastic bottles, plastic wrappers, and Styrofoam cups and plates.
2. **Debris:** Debris is defined as objects lying on the ground in an area to be mowed that are mostly organic (examples but not limited to): tree limbs less than six inches (6") in diameter and smaller than six feet (6') in length, tree branches, twigs, hedge clippings, and sapling trimmings. One or two broken concrete blocks would qualify as debris, but an abundance of blocks would be the City's responsibility to remove.

   If Contractor finds large items such as old tires, concrete blocks, old chairs or sofas, dead car batteries, etc., on a site to be mowed, Contractor shall contact the City Project Manager to report the findings, and the City will remove and properly dispose of the debris. Otherwise, it is the Contractor's responsibility to remove and properly dispose of debris before mowing.

MOWING AND EDGING

1. Contractor shall mow at a maximum height of two inches (2") for Bahia grass and three inches (3") for St. Augustine grass.
2. Mowing and all related services shall be started and completed on the same day (weather permitting).
3. All mowing will be completed between the hours of 7:00 AM and 5:00 PM, Monday through Friday. Any change to days and/or times must be approved by the City Project Manager, Charlie Varney,

cvarney@ocalafl.gov (352) 351-6789. There will be no mowing on City-observed holidays or weekends. Please refer to the section labeled HOLIDAY SCHEDULE for City-observed holidays.

4. The City will set specific mowing days and dates. The Contractor must follow the City noise ordinance when planning mowing times. **The start date for this contract is January 2026.**

5. Contractor shall mow all grass areas in accordance with the frequencies indicated below:

Month	Cuts per Month*
January	1
February	1
March	1
April	2
May	2
June	3
July	3
August	3
September	3
October	2
November	2
December	1
Total cuts per year:	**24**

**The City anticipates mowing frequencies as outlined above; however, the City reserves the right to adjust these frequencies as needed.*

6. The City does not include an allowance for delays caused by inclement weather; however, the City will grant time extensions on a day-to-day basis for delays caused by the effects of rain or other inclement weather conditions.

   A. No additional compensation will be made for delays caused by the inclement weather. Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.

   B. Weather days shall be reconciled with each monthly pay application for the time period in which the application is submitted and shall be final.

   C. Contractor performance and prosecution of work will be considered in the determination for granting additional days.

7. **Edging shall be required** along curbs, sidewalks, and gutters, the edges of asphalt roads, sidewalks, the entire perimeter of each median, and the outer edge of each right-of-way.

   A. Sidewalks shall be edged, and where there are cracks in the sidewalks or curbing with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide.

   B. After the vegetation is dead, it shall be removed with a weed-eater or similar string device.

8. Contractor shall pick up trash and debris in and around the area to be mowed (to include fence lines) before mowing and properly dispose of it so it is not chopped up by the mower. Contractor shall be responsible for a clean area (free of trash and debris) with neat appearance, even cutting, and no clumps

of grass to remain in the mowed areas. All mowed areas will be inspected by the City. Debris shall be removed from the site and not thrown under trees.

9. Contractor shall be responsible for all damages incurred to any water sprinkler systems, fences, shrubs, trees, value boxes, etc., while performing ground maintenance. Contractor shall straighten any signs and/or bollards leaning due to contact with equipment. Any damaged ground sprinklers shall be repaired immediately to comply with water conservation regulations. All damages shall be immediately reported to the City, which will make the final decision for replacement and/or repair.

10. Backflow assemblies are located in various areas throughout the City. In the event a backflow assembly unit is damaged or destroyed by the Contractor, the Contractor shall be liable for all damages and shall be responsible for any costs associated with the repair or replacement of the unit(s). The Contractor's employees shall always have a wrench in their possession to shut off the water should damage occur. Contractor shall report any damage to backflow assemblies to the City Project Manager **within 15 minutes of such damage.**

11. Water meter damage shall be reported to the Water Resources Department at (352) 351- 6772. Repairs shall be made within 48 hours of damage occurrence, except for utility-related repairs, which shall be completed as soon as possible.

12. All equipment must be properly maintained with sharp blades, so the grass is cut and not torn, causing damage to the grass plants. Tires must be equally inflated to avoid uneven cuts, etc. Contractor shall be responsible for operating the equipment at speeds that result in proper cuts.

TRIMMING AND WEED CONTROL

1. Trimming shall be done in areas inaccessible by mowers (fence lines, trees, signs, etc.).

2. When using chemicals to treat fence lines, special care shall be used to ensure chemicals are not sprayed onto adjacent private property. No blue dies with herbicide.

3. A three-inch (3") swath must be sprayed on either side of the fence to maintain grass and weed control, providing the adjacent side of the fence is not private property. If the adjacent side is private property, only a three (3) inch swath must be sprayed on the City property. Once the vegetation has been treated with chemicals, the dead grass, weeds, and vines shall be removed with a weed eater or similar device down to ground level, and the remaining dead vegetation removed from the fence.

4. A three-inch (3") diameter area from the base of trees must be maintained when trimming around trees. Contractor shall chemically kill or retard the growth directly under trees using Roundup or other suitable and equally effective herbicide. When chemically trimming around trees, Contractor must not spray the suckers growing from the ground around the tree; this may damage or kill the tree. Removal of the bark greater than 25% of the diameter of the tree would require the tree to be replaced. This is common around Crape Myrtles and not normally found around oaks and other common hardwood trees.

5. Grass debris shall never be blown into roadways. Grass clippings shall be blown away from roadways, but not into retention ponds. Contractor should ensure all cuttings are kept off the streets and sidewalks.

6. Sidewalks, curb and gutter, edge of asphalt road, the entire perimeter of each median, and the outer edge of the ROW shall be edged per cut. Where there are cracks in the sidewalks with grass and weeds growing through the cracks, the vegetation shall be sprayed with an approved herbicide. After

the vegetation is dead, the Contractor must remove it with a weed-eater or similar string device. Concrete medians shall be sprayed for weed control or edged per cut.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
3. At least one (1) crew member must communicate fluently in English.
4. Contractor's employees shall wear shirts or have a badge that identifies the company, and all trucks belonging to the Contractor must display the company's name.
5. When working near roadways, the employee shall wear a Florida Department of Transportation (FDOT) approved vest and place FDOT-approved safety cones and FDOT-approved "Men Working Signs" in front of, and behind, company vehicles.
6. Sinkholes: Contractor shall immediately report any sinkholes found to the Public Works Department: 352-351-6733.
7. Properties having gates: Properties having gates - Contractor shall report any gates needing repair for failure to close, open, or lock to the department responsible for that area. All gates must be closed and locked when they are finished mowing each area.
8. Weekly Report: Contractor shall submit a weekly report to the City Project Manager. The weekly report must list the properties mowed and identify any problems or issues at any of the sites, as well as the Contractor's recommendations to resolve any issues or problems.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. An employee roster shall be provided to the City Project Manager.
2. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
3. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours, or voicemail must be available to take a message.
4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in his or her employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
5. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good an appearance as the job conditions permit.
6. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site and be solely responsible for the acts or omissions of their employees.

7. No smoking is allowed on City property or projects.
8. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.

SAFETY

1. Contractor shall be fully responsible for meeting all OSHA, local, state, and federal codes concerning safety provisions for their employees, subcontractors, staff, public, etc.
2. Contractor shall be responsible for all damage to buildings, curbing, pavement, landscaping, or irrigation systems caused by the delivery or removal of materials.
3. In no event shall the City be responsible for any damages, loss, destruction, or theft of materials, equipment, or clothing.
4. Any emergencies must be reported immediately to the City Project Manager.
5. All mower operators shall be trained and properly certified to operate mowing equipment.
6. It shall be the responsibility of the Contractor to supply all necessary training. The Contractor shall be familiar with all construction signage for roadway safety.

MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

1. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 100 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.
   A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during work.
   B. Provide any other special requirements for safe and expeditious movement of traffic.
   C. MOT/TTC includes all facilities, devices, and operations as required for the safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where operations will not affect existing roads.
   D. Do not obstruct or create a hazard to any traffic during the performance of the work. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).

HOLIDAY SCHEDULE

1. The City of Ocala recognizes the following holidays:

New Year's Day	January 1st
Dr. Martin Luther King, Jr.	3rd Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September

Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Thanksgiving Day (day after)	4th Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

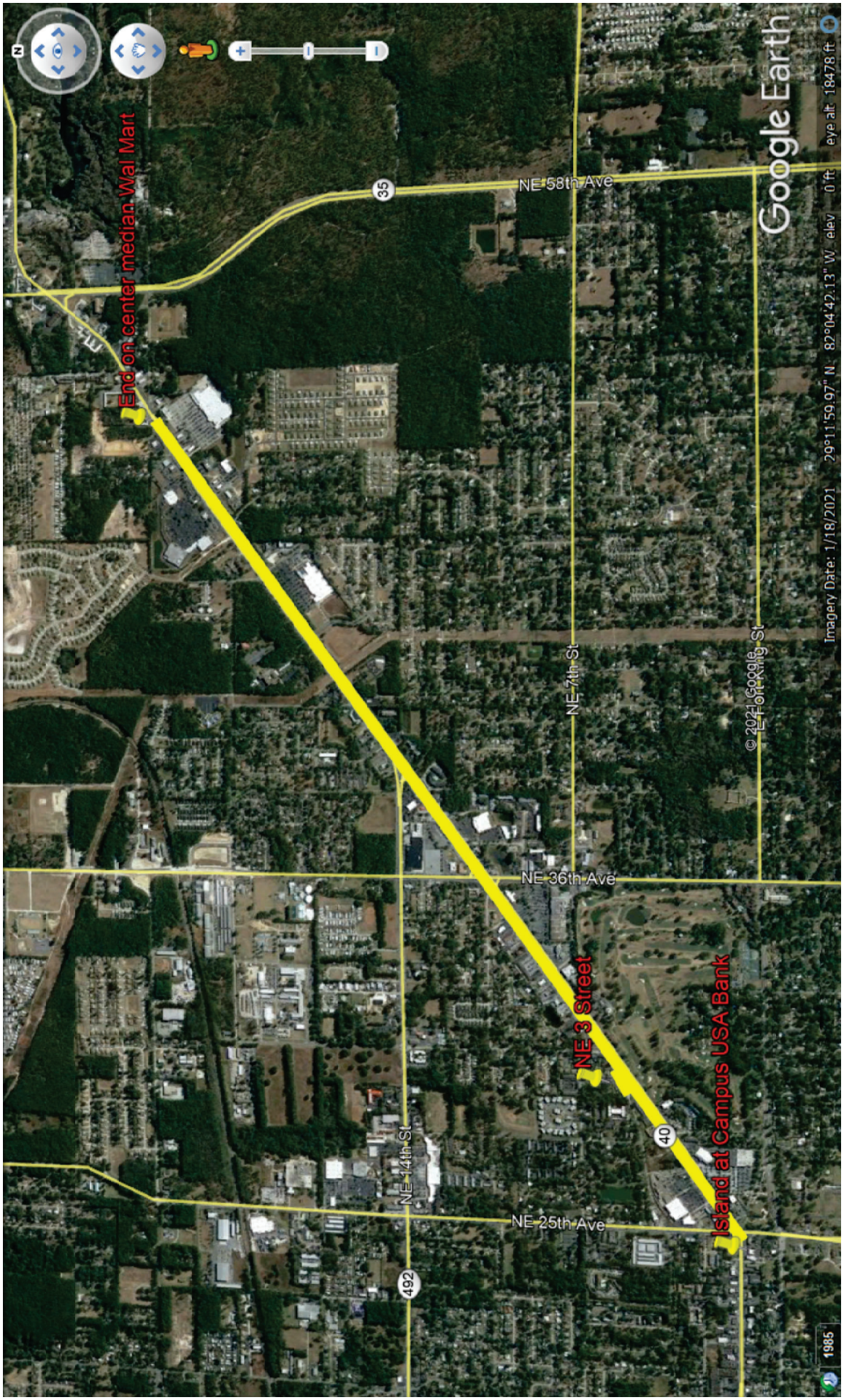
2. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City Manager.

Exhibit B - PRICE PROPOSAL		CONTRACT# PWD/250941
	CONTRACTOR NAME	**LOCATION**
	Solo Cats Services, LLC	Ocala, FL

Ground Maintenance Services for Right-of-Ways and Medians (HWY 40)

NE SECTION

ITEM	DESCRIPTION	UOM	#CUTS	UNIT COST
NE-001	Lump Sum Per Cut for areas outlined in Exhibit C Location Map	EA	1	$ 1,099.00


End on center median Wal Mart
NE 58th Ave
35
NE 7th St
NE 36th Ave
NE 3 Street
40
Island at Campus USA Bank
NE 14th St
NE 25th Ave
492
Google Earth
Imagery Date: 1/18/2021 29°11'59.97" N 82°04'42.13" W elev 0 ft eye alt 18478 ft
© 2021 Google
Fort King St

BID TABULATION & NOTICE OF INTENT TO AWARD

Bid Name: **Grounds Maintenance Services for Right-of-Ways & Medians (HWY 40)**
ProRFx ID: ITB08282500000110
Notifications Sent: #19142
Bids: #15

Solicitation: **ITB# PWD/250941**

Buyer: Louis Joseph
Buyer Email: ljoseph@ocalafl.gov
Buyer Phone: 352-629-8260

9/30/2025 **Notice of Intent to Award** to **Solo Cats Services,** Pending City Council Approval.

Bidder Name	Office Location	Total Bid Amount (initial 2 year contract
Solo Cats Services, LLC	**Ocala, FL**	**$ 52,752.00**
Squeekie Klean Landscaping	Reddick, FL	$ 62,352.00
North Central Florida Landscaping & Lawncare, LLC	Ocala, FL	$ 62,400.00
Pure Cuts Lawn & Maintenance, LLC	Ocala, FL	$ 64,512.00
Sulter Precision Cuts	Ocala, FL	$ 69,600.00
Southern Lawn Care Mid Florida, Inc	Anthony, FL	$ 71,760.00
Extreme Enterprises of Marion County, Inc	Ocala, FL	$ 79,200.00
2nd Miles M.C., LLC	Palm Bay, FL	$ 79,200.00
BWC Services USA, LLC	Ocala, FL	$ 79,200.00
Industrial Cleaning & Sanitizing, LLC	Jacksonville, FL	$ 79,200.00
Lake Arthur Landscaping, LLC	Groveland, FL	$ 79,968.00
Calloway & Clark Enterprises, LLC	Saint Cloud, FL	$ 86,160.00
Kelly Klean, LLC	Macclenny, FL	$ 86,400.00
Florida Greenscapes Management	Ocoee, FL	$ 140,000.76
Native Tree of Central Florida, Inc	Ocala, FL	$ 143,400.00

Item	Description	Qty	UOM	Unit Price	Total
NE-001	**Lump Sum Per Cut for areas outlined in Exhibit C Location Map**	**24**	**EA**		
	Solo Cats Services, LLC	24	EA	$ 1,099.00	$ 26,376.00
	North Central Florida Landscaping & Lawncare, LLC	24	EA	$ 1,300.00	$ 31,200.00
	Pure Cuts Lawn & Maintenance, LLC	24	EA	$ 1,344.00	$ 32,256.00
	Southern Lawn Care Mid Florida, Inc	24	EA	$ 1,495.00	$ 35,880.00
	Extreme Enterprises of Marion County, Inc	24	EA	$ 1,650.00	$ 39,600.00
	2nd Miles M.C., LLC	24	EA	$ 1,650.00	$ 39,600.00
	BWC Services USA, LLC	24	EA	$ 1,650.00	$ 39,600.00
	BWC Services USA, LLC	0	0	$ -	$ -
	Florida Greenscapes Management	0	0	$ -	$ -
	Industrial Cleaning & Sanitizing, LLC	0	0	$ 1,650.00	$ 39,600.00
	Kelly Klean, LLC	0	0	$ 1,800.00	$ 43,200.00
	Native Tree of Central Florida, Inc	24	EA	$ 2,987.50	$ 71,700.00
	Sulter Precision Cuts	24	EA	$ 1,450.00	$ 34,800.00
	Calloway & Clark Enterprises, LLC	24	EA	$ 1,795.00	$ 43,080.00
	Squeekie Klean Lanscaping	24	EA	$ 1,299.00	$ 31,176.00

File #: 2026-0199 Agenda Item #: 6c.

Submitted By: Karen Cupp

Presentation By: Aubrey Hale

Department: Growth Management

FORMAL TITLE:
Heath Preserve Phase 3 Amendment to Developer's Agreement

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Heath Preserve Phase 3 comprises 180 single-family lots, five tracts, and 1.32 miles of road on 63.82 acres, all zoned R-1AA.

The developers are Armstrong Land, LLC, and Millrose Properties Florida, LLC.

The amendment addresses the issuance of building permits in accordance with Florida Statutes, Section 177.073.

A probable cost estimate has been submitted and is under review by the Engineering Department. A letter of credit will be provided for 130% of the probable cost estimate.

The original developer's agreement was recorded in May of 2022 and will remain in effect except as amended by this agreement.

FINDINGS AND CONCLUSIONS:
The developer's agreement must be approved prior to recording the final plat.

Platting is required to create the individual lots.

Final plat approval is no longer required by the City Council and will be handled administratively.

Staff recommends approval of the developer's agreement.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

This instrument Prepared by:

Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

and Return To:

City of Ocala
Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, Florida 34471
Attn: Development Coordinator

AMENDMENT TO DEVELOPER'S AGREEMENT
HEATH PRESERVE

THIS AMENDMENT TO DEVELOPER'S AGREEMENT (this "Amendment") is made and entered into on the dates set forth below by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ARMSTRONG LAND, LLC**, a Florida limited liability company (the "Developer"), joined by **MILLROSE PROPERTIES FLORIDA, LLC**, a Florida limited liability company ("Millrose").

WITNESSETH:

WHEREAS, the Developer and the City entered into the "Developer's Agreement," recorded in, Official Records Book 7785, Page 145, Marion County Public Records (the "Developer's Agreement"); and

WHEREAS, the Developer and the City hereby wish to amend the Developer's Agreement to address the Improvements to be constructed within real property described on attached Exhibit "1" ("Phase 3"), which is a portion of the Property; and

WHEREAS, in exchange for the Developer posting of a Letter of Credit approved by the City, the City has agreed to issue building permits in accordance with Florida Statutes, Section 177.073 (the "Florida Statute"), for the Lots located within Phase 3, subject to the terms of this Amendment; and

WHEREAS, Millrose hereby joins this Amendment as the record title owner of Phase 3 of the Subdivision.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **INCORPORATION OF RECITALS**. The parties agree and confirm that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.

2. **COVENANTS OF CITY**. Subject to the terms of this Amendment, the City covenants and agrees, upon satisfaction of all other permitting requirements, it will issue building permits for the construction of residences, in accordance with Florida Statutes, for the Lots located in Phase 3 of the Subdivision, and will make all customary building inspections during the construction thereof, but the City will be authorized to withhold the issuance of certificates of occupancy for building structures constructed on Lots until (i) all supporting improvements for the Lots have been constructed and approved by the City; and (ii) the final Phase 3 Plat has been recorded.

3. **PHASE 3 BUILDING PERMITS**. The City shall cause the immediate issuance of building permits for the construction of residences for the Lots located within Phase 3 upon the Developer's satisfaction of the following conditions:

   3.1 **Cost Estimate**. Developer will submit to the City, and the City will review and approve, a "*Cost Estimate*" for the Phase 3 Improvements prepared by the Developer's Engineer.

   3.2 **Letter of Credit**. The Developer shall cause the Letter of Credit to be issued to the City, which shall be in the amount of one hundred twenty percent (130%) of the approved Cost Estimate, guaranteeing to the City the performance of the Developer's obligations with respect to the Improvements within Phase 3, as required by the Developer's Agreement (as applicable) and by this Amendment.

4. **INDEMNITY**. The Developer hereby agrees to indemnify and hold City harmless from any and all losses, claims, damages, expenses, judgments, litigation expenses, attorneys' fees or other liabilities of any nature incurred by the City as a result of this Agreement by the City to issue building or development permits for Phase 3 pursuant to this Amendment. This grant of indemnity will expressly survive the termination of the Developer's Agreement and the acceptance and recording of the Phase 3 Plat.

5. **RATIFICATION**. Except as expressly set forth herein, the Original Agreement is not amended or modified. All references in the agreement to such agreement shall be deemed to refer to such agreement as amended hereby.

[Signatures on the Following Page]

IN WITNESS WHEREOF the parties hereto have executed this AMENDMENT TO DEVELOPER'S AGREEMENT on the dates below.

AS TO CITY:

APPROVED AS TO FORM AND LEGALITY:

_____
WILLIAM E. SEXTON
City Attorney

CITY OF OCALA, A FLORIDA MUNICIPAL CORPORATION

By:_____
_____, President
Ocala City Council
Date: _____

ATTEST:

_____
Angel B. Jacobs, City Clerk

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this _____ day of _____, 20__, by Kristen M. Dreyer, as President of Ocala City Council, on behalf of the City of Ocala, a Florida municipal corporation.

_____
Notary Public, State of Florida

Name:_____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

☐ Personally known OR ☐ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

AS TO THE DEVELOPER:

WITNESSES:

"DEVELOPER"

ARMSTRONG LAND, LLC, a Florida limited liability company

_____
Print Name: _____
Address: _____
_____

By:_____
Name: _____
_____
Title: Vice President

Address:

_____
Print Name: _____
Address: _____
_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as Vice President of ARMSTRONG LAND, LLC, a Florida limited liability company, on behalf of the company. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC, State of Florida at Large

Print Name _____

JOINDER

MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability company ("Millrose"), does hereby join in the Amendment to Developer's Agreement (the "Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Millrose agrees this Joinder is for the purpose of evidencing Millrose's acceptance of the Amendment and subjecting Phase 3 of the Subdivision to the terms of the Amendment, which shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned, being Millrose, has hereunto set its hand this _____ day of _____, 2025.

WITNESSES:

_____
Print Name: _____
Address: _____
_____
_____

_____
Print Name: _____
Address: _____
_____
_____

"MILLROSE"

MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability company

By: **LENNAR HOMES, LLC**, a Florida limited liability company, as authorized attorney-in-fact under Power of Attorney for MILLROSE PROPERTIES FLORIDA, LLC

By:_____
Name:_____
Title: Vice President
Address:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____ day of _____, 2025, by _____, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, as authorized attorney-in fact under Power of Attorney for MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability company, on behalf thereof. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC

Print Name _____

EXHIBIT "1"

PHASE 3 LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 9 AND 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE N.W. 1/4 OF SAID SECTION 10; THENCE ALONG THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, N.89°28'00"W., 1,306.15 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, N.00°59'22"E., 1,313.05 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, S.89°53'32"E., 1,296.49 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, S.89°43'39"E., 1,282.56 FEET TO THE WESTERLY BOUNDARY OF HEATH PRESERVE PHASE 1 AND 2, AS RECORDED IN PLAT BOOK 15, PAGES 135 THROUGH 145 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WESTERLY BOUNDARY THE FOLLOWING SEVENTEEN (17) COURSES: (1) S.29°52'38"W., 118.42 FEET; (2) THENCE S.17°47'45"W., 147.57 FEET; (3) THENCE S.00°55'29"E., 123.80 FEET; (4) THENCE S.01°15'45"W., 133.80 FEET; (5) THENCE N.69°14'01"W., 75.01 FEET; (6) THENCE N.66°14'33"W., 116.69 FEET; (7) THENCE S.49°50'09"W., 184.26 FEET; (8) THENCE S.25°03'36"W., 146.10 FEET; (9) THENCE S.37°06'48"W., 97.18 FEET; (10) THENCE S.00°33'34"E., 131.45 FEET; (11) THENCE S.51°18'26"W., 85.40 FEET; (12) THENCE S.62°48'08"W., 92.08 FEET; (13) THENCE S.59°16'16"W., 86.47 FEET; (14) THENCE S.66°15'56"W., 114.04 FEET; (15) THENCE S.66°49'43"W., 264.91 FEET; (16) THENCE S.45°00'00"W., 170.00 FEET; (17) THENCE S.72°56'27"W., 65.45 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 63.82 ACRES, MORE OR LESS.

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 05/19/2022 01:27:58 PM
FILE #: 2022074429 OR BK 7785 PGS 145-160
REC FEES: $137.50 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

This instrument Prepared by:
Lennar Homes, LLC
9440 Philips Hwy., Ste. 7
Jacksonville, FL 32256
and Return To:
City of Ocala
Growth Management Department
201 SE 3rd Street, 2nd Floor
Ocala, Florida 34471
Attn: Karen Cupp, Development Coordinator

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT is made and entered into on the dates set forth below by and between the **CITY OF OCALA**, a Florida municipal corporation ("**City**") and **ARMSTRONG LAND, LLC**, a Florida limited liability company (hereinafter the "**Developer**").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described on attached Exhibit "A" (the "**Property**"), which is located within the jurisdictional boundaries of the City; and

WHEREAS, Developer has previously filed an application for the approval of "HEATH PRESERVE", a residential subdivision (the "**Subdivision**") of the Property, which is located approximately along the west side of NW 44th Avenue and south of U.S. Highway 27; and

WHEREAS, the Property described on Exhibit "A" constitutes all of the real property in the Subdivision; and

WHEREAS, Developer has previously submitted to the City a conceptual plan and construction plans for the Subdivision, which depict the construction of the Improvements (as defined below) relating to the Subdivision. Copies of the construction plans shall be kept on record at the office of the City Engineer of the City and are, by reference, made a part of this Agreement; and

WHEREAS, The City's Planning and Zoning Commission has recommended approval of the conceptual plans for the Subdivision subject to the parties entering into a Developer's Agreement in accordance with the applicable provisions of the City's Code of Ordinances.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **INCORPORATION OF RECITALS.** The parties agree and confirm that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.

2. **DEFINITIONS.** The following definitions shall have the following meanings for the purpose of this Agreement:

2.1 "**Agreement**" – shall refer to this Developer's Agreement, as the same may be subsequently amended, modified, or supplemented pursuant to its terms and provisions.

2.2 "**City**" – shall refer to the City of Ocala, a municipal corporation existing under the laws of the State of Florida.

2.3 "**Code**" – shall refer to the City's Code of Ordinances, as the same may be subsequently amended, modified, or supplemented.

2.4 "**Common Elements**" – shall refer to those portions of the Subdivision that will be either owned by or maintained by a Homeowners' Association.

2.5 "**Developer**" – shall refer to Armstrong Land, LLC, a Florida limited liability company.

2.6 "**Development Regulations**" – shall refer to the Land Development Regulations of the City. This definition will include any promulgated construction or design specifications of the City.

2.7 "**District**" – shall refer to the Southwest Florida Water Management District, a public entity created under the laws of the State of Florida.

2.8 "**Homeowners' Association**" – shall refer to the Florida not-for-profit Corporation which will be incorporated for the benefit of the owners of Lots in the Subdivision, and which will become owner of the Private Improvements for the purposes of ownership and maintenance of the Private Improvements

2.9 "**Improvements**" – shall refer to those roadways, stormwater conveyance system improvements, stormwater retention areas, sanitary sewer mains, sanitary sewer lines, water mains, water lines, water meters, fire hydrants, traffic control devices, streetlights/yard lights, sidewalks and grading and appurtenances which are depicted upon the Plans for the Subdivision which have been filed by the Developer with the City.

2.10 "**Lot**" – shall refer to an individual lot shown on the Plat of the Subdivision.

2.11 "**Plans**" – shall refer to the conceptual plan and construction plans for the Subdivision, which depict the construction of the Improvements. Copies of the Plans shall be kept on record at the offices of the City Engineer, and by reference are made a part of this Agreement.

2.12 "**Plat**" – shall refer to the Plat of the Subdivision, after it has been recorded in the Public Records of Marion County, Florida

2.13 "**Property**" – shall refer to the real property located in Marion County, Florida described on attached Exhibit "A".

2.14 "**Public Improvements**" – shall refer to the sanitary sewer mains, sanitary sewer lines, water mains, water lines, water meters, fire hydrants, and grading and appurtenances related thereto lying within the Subdivision as shown on the Plans. Water system improvements will be Public Improvements only to the point of metering. Sanitary sewer system improvements will be Public Improvements with respect to the sanitary sewer mains and manholes, and sanitary sewer lines and services within the dedicated right of way.

2.15 **"Private Improvements"** – shall refer to the roadways, traffic control devices, sidewalks, streetlight/yard lights, stormwater conveyance system improvements, stormwater retention areas, grading improvements and appurtenances related thereto, as shown on the Plans.

2.16 "**Subdivision**" – shall refer to the proposed residential/commercial Subdivision located on the Property, which will be named "HEATH PRESERVE".

2.17 "**Tract**" – shall refer to any individual parcel of property designated as a "*Tract*" on the Plat of the Subdivision.

3. **APPROVAL**. The City hereby approves the Plans for the Subdivision.

4. **COVENANTS OF DEVELOPER**. In addition to the other covenants and agreements of Developer set forth specifically elsewhere in this Agreement, Developer covenants and agrees:

4.1 To construct at its own expense all Improvements for the Subdivision according to the Plans and according to the City's Development Regulations, within a period of two (2) years from the date of this Agreement, unless otherwise provided for herein, provided that additional time may be mutually agreed upon in the event of delays caused or due to Acts of God, strikes, or other circumstances not controlled by the Developer.

4.2 To amend or modify the Plans as required to comply with future City standards and specification for those Improvements which are not constructed within two (2) years of the date of this Agreement, should those standards and specifications change prior to the construction of such Improvements.

4.3 To provide to the City a current title opinion acceptable to the City which attests to the Developer's ownership of the Property and its right to enter into this Agreement. The Developer further agrees not to enter into any Agreement, other than agreements relating to customary financing, which would affect the validity of such title opinion until such time as this Agreement has been executed and recorded in the Public Records of Marion County, Florida.

4.4 To retain a professional engineer registered in the State of Florida to (i) supervise the construction of the Improvements; (ii) provide the required certification of completion in *"As-Built"* drawings; and (iii) act on behalf of and represent the Developer in technical matters in all dealings with the City; and (iv) to complete transfer of the stormwater system ownership and maintenance per the water management district requirements prior to city acceptance of the system.

4.5 To provide a full set of reproducible *"As-Built"* plans for the Improvements, certified to the City by the Developer's engineer in detail to the extent required by the City Engineer, together with actual itemized construction and engineering cost summaries for the Improvements, such itemization to be certified by the Developer's engineer and submitted on a form approved by the City Engineer.

4.6 To obtain and abide by all terms of any and all permits which may be required by the State of Florida, Marion County, the District or the City with respect to the Subdivision and the construction of the Improvements, all at no cost to the City.

4.7 To provide the City with complete and legally effective releases or waivers satisfactory to the City of all liens arising out of this Agreement and the labor and services performed and the materials and equipment furnished thereunder.

4.8 To pay the City, at the time of the recording of the Plat of the Subdivision, a solid waste system impact fee in the amount of $109,445.00, representing a fee in the amount of Two Hundred Sixty-Five Dollars ($265.00) per residential unit for the impact upon City's solid waste system calculated at $265.00 per lot times (x) four hundred thirteen (413) Lots.

4.9 To pay all applicable fees in accordance with the City Code.

4.10 To furnish or cause to be furnished to the City by the Developer's contractor a proof of insurance, submitted to the City Engineer, confirming the existence of a liability insurance company insurance coverage to protect the City within any dedicated rights-of-way or easements during the construction and maintenance period of this Agreement, which insurance shall satisfy all applicable City insurance standards.

4.11 To execute and deliver to the City, at the request of the City, a dedication, assignment or deed, as applicable, conveying to the City ownership of all Public Improvements, and to maintain and repair all Public Improvements for a period of one (1) year after the completion of construction thereof and acceptance by the City. The Homeowners Association will become owner of the Private Improvements for the purposes of ownership and maintenance of the Private Improvements and Common Elements.

4.12 To provide to the City adequate assurance, in a form acceptable to the City, in an amount equal to twenty percent (20%) of the actual costs of the Public

Improvements, that the Developer will comply with the maintenance obligations regarding the Public Improvements as required under the terms of this Agreement. Said assurance shall remain in effect for the duration of the one (1) year maintenance period described elsewhere in this Agreement. An eleven (11) month inspection will be conducted, prior to the release of the adequate assurance, of the Public Improvements and should all required corrections not be made prior to the expiration of the one (1) year maintenance period the City shall have the right to utilize the adequate assurance to make the necessary corrections to the Public Improvements.

5. **COVENANTS OF CITY**. The City covenants and agrees:

5.1 To accept and perpetually maintain the Public Improvements within the boundaries of the Subdivision upon the acceptance of the Improvements and after the completion of the one (1) year maintenance period.

5.2 That, if the provisions of Sections 6.1, 6.2 and 6.3 below are not applicable, upon completion of the Improvements, and upon approval of the Subdivision by the City Council, all of which must be in accordance with the provisions of this Agreement, it will permit connections to the City's water and sewer systems with respect to the Lots in the Subdivision.

5.3 That, if the provisions of Sections 6.1, 6.2 and 6.3 below are applicable, it will issue building permits for the vertical construction of residences on Lots located in the Subdivision, and will make all customary building inspections during the construction thereof, but the City will be authorized to withhold the issuance of certificates of occupancy for building structures constructed on Lots until (i) all supporting improvements for the Lots have been constructed and approved by the City; and (ii) the final Plat has been recorded.

6. **RECORDING PLAT**. The City will allow the immediate recording of the Plat of the Subdivision, and the conveyance of Lots in the Subdivision (or portions thereof). If the Developer complies with the following provisions of this Section. If the Developer elects not to provide a Letter of Credit or other acceptable surety to the City to guarantee the construction of the Improvements for the Subdivision, the Plat will be recorded upon the completion of the construction of the Improvements in accordance with the Plans, and the acceptance there of by the City. If the Developer elects to provide to the City a Letter of Credit, or some other acceptable surety, the following provisions will apply:

6.1 **Cost Estimate.** Developer will submit to the City, and the City will review and approve, a "*Cost Estimate*" prepared by the Developer's Engineer. The Cost Estimate must be certified to the City.

6.2 **Letter of Credit**. Upon the Developer providing to the City a Letter of Credit issued by a financial institution authorized to do business in the State of Florida in the amount of one hundred twenty percent (120%) of the approved Cost Estimate which guarantees to the City the performance of the Developer's obligations

under this Agreement, (which Letter of Credit must be in form and content acceptable to the City and the City's attorney) the City will complete the execution of the Plat of the Subdivision and allow the Plat to be recorded in the Public Records of Marion County, Florida.

6.3 **Sale of Lots or Tracts**. Upon the recording of the Plat the Developer will be entitled to convey individual Lots or Tracts in the Subdivision to third party purchasers. The purchasers of any Lots will be entitled to submit building plans and site plans, procure site plan approvals, procure building plan approvals, procure construction permits, and subject to paragraph 5.3 of this Agreement procure Certificates of Occupancy for improvements constructed on Lots in accordance with the normal approval procedures of the City as established under the City Code. No purchaser of a Lot or Tract in the Subdivision will be obligated to complete the obligations of Developer to the City under the terms of this Agreement in order to procure the issuance of a final Certificate of Occupancy by the City for the purchaser's improvements constructed on a Lot or Tract in the Subdivision but City shall not be required to issue such Certificate of Occupancy until the conditions in paragraph 5.3 of the Agreement have occurred.

7. **STORMWATER DRAINAGE FACILITIES**. Installation and maintenance of the stormwater drainage facilities (including, without limitation, the improvements previously referred to as the stormwater conveyance system improvements and stormwater retention areas) located in the Subdivision shall be in accordance with the following provisions.

7.1 **Construction Standards**. All stormwater drainage facilities, whether or not such facilities are to be dedicated to the public, will be constructed to the construction standards and Development Regulations of the City, and the regulations of the District.

7.2 **Disclaimer of Responsibility**. The City does not assume responsibility for the surface stormwater runoff from individual Lots to adjacent Lots or adjacent properties, the responsibility of which shall be solely that of the Developer.

7.3 **Assignment of Developer's Obligations**.

7.3.1 The obligations of Developer with respect to the maintenance or any stormwater management facilities located within the Subdivision, and the responsibility for any surface stormwater runoff from any Lot, roadway, or common area to any adjacent Lot or other properties as set forth in the preceding Section, may be assigned by Developer to a Homeowners' Association. Ownership and maintenance of all stormwater or surface water management facilities located within the Subdivision shall be in accordance with the rules and regulations of the District, and in accordance with any permit issued by the District with respect to the Subdivision. The assignment of Developer's rights and obligations under this Section shall become effective by the recording of an assignment from

Developer to the Homeowners' Association, which document must be recorded in the Public Records of Marion County, Florida.

7.3.2 Written notice of the assignment and the recording of the instrument of assignment must be provided to the City. No assignment of Developer's obligations pursuant to this Section shall operate to release or discharge Developer's obligations to construct the Public Improvements or maintain them for the time period specific elsewhere in this Agreement.

8. **SIDEWALKS**. The plans for the Subdivision include an entrance roadway sidewalk providing pedestrian access from the Subdivision to NW 22nd Street, and construction of an internal sidewalk system. In addition to those specifications shown on the Plans, the following provisions shall apply with respect to sidewalks to be installed in the Subdivision:

8.1 Developer shall install the sidewalk connecting NW 22nd Street to the internal sidewalk system of the Subdivision, at the time of the construction of the Subdivision's improvements.

8.2 All sidewalks within the Subdivision shall be constructed by the Developer simultaneous with the construction of road improvements.

9. **TRAFFIC CONTROL DEVICES**. All traffic control devices to be constructed by the Developer shall be constructed in accordance with the construction standards of the City.

10. **ELECTRIC FACILITIES & SERVICE**. Electric utility infrastructure and service provisions shall follow the policies and procedures in accordance with the City's Code of Ordinances, Sec. 70-541 thru Sec. 70-720.

11. **REPAIR OF DEFECTIVE IMPROVEMENTS:** With respect to any of the improvements which are subject to a one (1) year period of maintenance by the Developer, as set forth elsewhere in this Agreement, if during the maintenance period the City provides notice to the Developer that the improvement needs repair or replacement, the Developer will at its sole expense immediately initiate the repair and replacement of the defective improvements, and pursue the completion of the repair and replacement with due diligence. Such repair or replacement must be completed prior to the City assuming responsibility for permanent maintenance (as to any portion of the improvements for which repair or replacement is underway at the expiration of the one (1) year maintenance period).

12. **DRAINAGE RETENTION AREA FENCES**. Developer will not be required to fence drainage retention areas located within the Subdivision provided that the applicable drainage retention area complies with the following requirements.

12.1 The slope ratio for the sides of the drainage retention area must be 4:1, or flatter than 4:1.

13. **BUILDING PERMITS – MODEL UNITS**. Subject to the terms of this Section the City agrees to issue to the Developer, upon submission by the Developer to the City of the required applications and supporting documentation and any applicable fees, building permits necessary for the construction of not greater than ten (10) single family residential homes, to be located upon parcels which will be individual Lots when the final plat of the Subdivision is recorded. With respect to the issuance of these permits the Developer agrees as follows:

13.1 The Developer acknowledges that the City will not issue Certificates of Occupancy with respect to any residence constructed until the conditions in paragraph 5.3 of this Agreement has occurred.

13.2 The actions of the City under this Agreement allowing the issuance of building permits to the Developer for the construction of a model unit or model units does not in any fashion constitute the acceptance of the improvements in the Subdivision by the City as completed in accordance with the Plans, or the final Plat of the Subdivision. The Developer must comply with the applicable City regulations and normal procedures in procuring final City acceptance and approval of the final City approval of the Plat for recording.

13.3 The Developer agrees that the Developer will not sell or convey any interest in that portion of the Property upon which any model unit is constructed pursuant to the terms of this Agreement prior to the final acceptance of the improvements by the City (or provisions of a surety to the City as set forth above) and the recording of the Plat of the Subdivision.

13.4 When the Developer makes application to the City for a building permit for this Agreement the Developer must submit a sketch showing that lot upon which the residential unit will be constructed and the legal description of said lot. The parcel for which the building permit is issued must correspond to what will be a single lot when the Plat of the Subdivision is recorded.

13.5 The Developer hereby agrees to indemnify and hold City harmless from any and all losses, claims, damages, expenses, judgments, litigation expenses, attorneys' fees or other liabilities of any nature incurred by the City as a result of this Agreement by the City to issue building or development permits to the Developer as described in this Section. This grant of indemnity will expressly survive the termination of this Agreement and the acceptance and recording of the final Plat of the Subdivision.

14. **GENERAL PROVISIONS**. The following General Provisions shall apply to this Agreement:

14.1 **Notices**. Any notices required or permitted hereunder, and all demands and requests given or required to be given by any party hereto to another party, shall be in writing unless otherwise provided herein and shall be deemed given when received, if personally delivered or sent by telex, telegram, or if sent by Federal

Express (which term shall be deemed to include within it any other nationally recognized reputable firm or overnight couriers) or if mailed, if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt.

14.2 **Developer's Address.** If given to Developer any notice hereunder shall be addressed and given as follows:

Armstong Land, LLC
Attn: Scott Keiling
9440 Philips Highway, Suite 7
Jacksonville, Florida 32256

With copy to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
Attn: Christian F. O'Ryan
401 E. Jackson Street, Suite 2100
Tampa, Florida 33602
E-mailLcoryan@stearnsweaver.com

14.3 **City's Address.** If given to City:

City of Ocala
Attn: City Manager
110 SE Watula Avenue
Ocala, Florida 34471

With copy to

City of Ocala
City Engineer's Office
1805 NE 30th Avenue, Building 600
Ocala, FL 34470

Any party hereto may change the address or addresses to which notice is to be sent by giving written notice of such change to all other parties executing this Agreement, in the manner provided herein.

14.4 **Headings**. The heading contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.

14.5 **Litigation**. With respect to any litigation arising out of this Agreement, or to resolve any claims or controversies arising out of or in connection with this agreement, then the non-prevailing party pay all reasonable costs incurred by the prevailing party, including reasonable attorneys' fees, suit costs and expenses, which attorneys' fees, suit costs and expenses shall include all such fees, costs

and expenses incurred with respect to any trial level activities, bankruptcy proceedings, appellate proceedings, or post-judgement proceeding related thereto.

14.6 **Binding Effect**. The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

14.7 **Severability.** In the event any provision or Section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.

14.8 **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.

14.9 **Successors and Assigns**. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.

14.10 **Applicable Law**. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

14.11 **Counterparts**. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

14.12 **Gender**. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

14.13 **Facsimile Copy**. Any party may rely upon receipt of a signed facsimile or copy of this Amendment, signed by that party as though the same were an original.

14.14 **City Code**. No provision of this Agreement shall supercede or take precedent over any existing ordinances, regulations or codes of the City.

14.15 **Exercise of Rights**. All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law.

14.16 **Statement of Unified Control**. The Developer is wholly owned by a subsidiary of Lennar Homes, LLC ("**Lennar**"). Lennar is the builder of the residential dwellings on Lots and the seller of the same.

14.17 **Entire Agreement**. This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

15. **DEFAULT**. In the event that Developer defaults under this Agreement by, without limitation, failing to construct improvements or pay amounts as and when required hereunder:

15.1 City may pursue all remedies available at law and equity;

15.2 City may withhold issuance of building permits, certificates of occupancy or other City permits, approvals or development orders; and

15.3 If the default consists the failure to pay money:

15.3.1 City may declare any remaining payments due under this Agreement immediately due and payable by providing written notice of such acceleration to Developer, and Developer will then immediately pay the full amount owed; and

14.3.2 Any unpaid amount shall accrue interest at the maximum rate allowed by law.

IN WITNESS WHEREOF the parties hereto have executed this DEVELOPER'S AGREEMENT on the dates below.

AS TO CITY:

APPROVED AS TO FORM AND LEGALITY:

ROBERT W. BATSEL, JR.,
City Attorney

CITY OF OCALA, A FLORIDA MUNICIPAL CORPORATION

By: _____
Ire J. Bethea Sr., President
Ocala City Council

Date: May 17, 2022

ATTEST:

Angel B. Jacobs, City Clerk

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 17 day of May, 2022, by Ire Bethea, Sr., as President of Ocala City Council, on behalf of the City of Ocala, a Florida municipal corporation.

PAMELA A OMICHINSKI
Commission # GG 324411
Expires April 16, 2023
Bonded Thru Budget Notary Services

Notary Public, State of Florida

Name: PAMELA A. OMICHINSKI
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

☒ Personally known OR ☐ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

ACCEPTED BY CITY COUNCIL
May 17, 2022
DATE

OFFICE OF THE CITY CLERK

Signed and delivered in our presence as witnesses:

AS TO DEVELOPER:

ARMSTRONG LAND, LLC, a Florida limited liability company

BY: _____
Scott Kerling
TITLE: Vice President

_____
Print Name: Danielle Janse van Rensburg

_____
Print Name: William Fitzgerald

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by means of X physical presence or __ online notarization, this 20 day of April, 2022, by, of Armstrong Land, LLC, a Florida limited liability company, on behalf of the company as Vice President, who is: Scott Kerling

Notary: Check one of the following:

☒ Personally known OR ☐ Produced Identification (if this box is checked, fill in blank below).

_____
Notary Public, State of Florida

DANIELLE M. JANSE VAN RENSBURG
Notary Public - State of Florida
Commission # HH 244972
My Comm. Expires Mar 31, 2026
Bonded through National Notary Assn.

Name: Danielle M. Janse van Rensburg
(Please print or type)

Commission Number: HH244972
Commission Expires: 3/31/2026

Type of Identification Produced: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Beginning at the Southwest corner of the Northwest 1/4 of Section 10, Township 15 South, Range 21 East, Marion County, Florida, said point also being the Southeast corner of the Northeast 1/4 of Section 9, Township 15 South, Range 21 East, Marion County, Florida, thence North 89°27'58" West along the South boundary of the Southeast 1/4 of the Northeast 1/4 of said Section 9, a distance of 1306.111 feet to the Southwest corner of said Southeast 1/4 of the Northeast 1/4; thence North 00°59'35" East along the West boundary of said Southeast 1/4 of the Northeast 1/4, a distance of 1313.16 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4; thence South 89°53'11" East along the North boundary of said Southeast 1/4 of the Northeast 1/4, a distance of 1296.44 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 9, said point also being the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 10; thence South 89°43'10" East along the North boundary of the South 1/2 of the Northwest 1/4 of said Section 10, a distance of 1467.10 feet; thence departing from said North boundary North 45°58'55" East 256.40 feet to the point of curvature of a curve concave to the Northwest and having a radius of 700.00 feet; thence Northerly along and with the arc of said curve through a central angle of 45°40'52", an arc distance of 558.10 feet and subtended by a chord bearing and distance of North 23°08'29" East 543.44 feet to the point of tangency; thence North 00°18'03" East 73.31 feet; thence North 89°36'29" West 29.97 feet; thence North 00°20'36" East 260.00 feet; thence North 89°45'05" West 504.66 feet to an intersection with the West boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 10, thence North 00°26'49" East along said West boundary 310.04 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence South 89°44'37" East along the North boundary of said Northeast 1/4 of the Northwest 1/4, a distance of 1156.11 feet to an intersection with the West right of way line of NW 44th Avenue (11 feet wide); thence South 08°02'44" East along said West right of way line 377.46 feet to the point of curvature of a curve concave to the West and having a radius of 905.00 feet; thence Southerly along and with the arc of said right of way curve through a central angle of 08°31'23", an arc distance of 134.62 feet and subtended by a chord bearing and distance of South 03°47'03" East 134.50 feet to the point of tangency; thence continue along said right of way line South 00°28'39" East 1582.00 feet to the point of curvature of a curve concave to the Northwest and having a radius of 905.00 feet; thence Southwesterly along and with the arc of said right of way curve through a central angle of 57°09'55", an arc distance of 902.94 feet and subtended by a chord bearing and distance of South 29°03'36" West 865.95 feet to the point of tangency; thence continue along said right of way line South 57°38'33" West 477.00 feet to the point of curvature of a curve concave to the Southeast and having a radius of 1005.00 feet; thence Southerly along and with the arc of said right of way curve through a central angle of 57°08'13", an arc distance of 1002.21 feet and subtended by a chord bearing and distance of South 29°04'27" West 961.20 feet to the point of tangency; thence continue along said right of way line South 00°30'21" West 19.51 feet to an intersection with the South boundary of the Northwest 1/4 of the Southwest 1/4 of said Section 10; thence North 89°35'42" West along said South boundary 1275.49 feet to the Southwest corner of said Northwest 1/4 of the Southwest 1/4; thence North 00°34'44" East along the West boundary of said Southwest 1/4, a distance of 1321.92 feet to the Point of Beginning.

PARCEL 2:

A portion of Lot 2 of Shoppes on 27, according to the plat thereof, as recorded in Plat Book 12, Pages 33 through 36, of the Public Records of Marion County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 2, also being the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 3, Township 15 South, Range 21 East, Marion County, Florida; thence along the West boundary of said Lot 2, also being the West boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 3, South 00°46'09" West, a distance of 1324.86 feet to the

Exhibit "A" continued

Southwest corner of said Lot 2; thence departing the West boundary of Lot 2 and the West boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 3, along the South boundary c said Lot 2, South 89°51'11" East, a distance of 390.73 feet to the Point of Beginning. Thence departing the South boundary of said Lot 2, along the East right of way line of a private access road (width varies), as shown in Official Records Book 5490, Page 1367 of the Public Records of Marion County, Florida, the following seven calls: being a point on a curve, concave Easterly, having a radius of 150.00 feet, a central angle of 35°24'00" and a chord bearing and distance of North 17°20'04" West, 91.21 feet; thence Northerly, along the arc of said curve and right of way line, a distance of 92.68 feet to a point of tangency; thence North 00°21'39" East, a distance of 158.49 feet to a point of curvature of a curve, concave Easterly, having a radius of 150.00 feet, a central angle of 30°18'26" and a chord bearing and distance of North 15°34'12" East, 78.42 feet; thence Northerly, along the arc of said curve and right of way line, a distance of 79.34 feet to a point of reverse curvature with a curve, concave Westerly, having a radius of 210.00 feet, a centra angle of 16°09'56" and a chord bearing and distance of North 22°33'33" East, 59.05 feet; thence Northerly, along the arc of said curve and right of way line, a distance of 59.25 feet to the end of said curve; thence South 88°48'50" East, a distance of 46.25 feet; thence North 00°27'28" East, a distance of 526.89 feet to a point of curvature with a curve, concave Easterly, having a radius of 161.30 feet, a central angle of 22°27'31" and a chord bearing and distance of North 11°44'13" East, 62.82 feet; thence Northerly, along the arc of said curve and right of way line, a distance of 63.23 feet to the Westerly most corner of Lot 1 of said Shoppes on 27 Subdivision; thence departing the East right of way line of a private access road, along the Southerly boundary of said Lot 1 the following two courses: South 61°26'20" East, a distance of 293.51 feet; thence South 89°20'11" East, a distance of 79.01 feet to the Southeast corner of said Lot 1; thence departing the South boundary of said Lot 1, along the East boundary of aforementioned Lot 2, South 00°40'09" West, a distance of 822.92 feet to the Southeast corner of said Lot 2; thence departing the East boundary of Lot 2, along the aforementioned South boundary of said Lot 2, North 89°51'11" West, a distance of 407.94 feet to the Point of Beginning.

PARCEL 3:

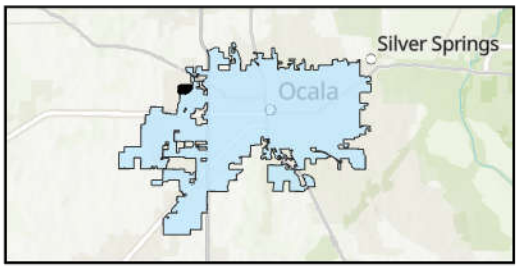
A portion of Lot 2 of Shoppes on 27, according to the plat thereof, as recorded in Plat Book 12, Pages 33 through 36, of the Public Records of Marion County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 2, also being the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 3, Township 15 South, Range 21 East, Marion County, Florida; thence along the West boundary of said Lot 2, also being the West boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 3, South 00°46'09" West, a distance of 924.01 feet to the Point of Beginning. Thence departing the West boundary of Lot 2 and the West boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 3, along the South right of way line of a private access road (width varies), as shown in Official Records Book 5490, Page 1367 of the Public Records of Marion County, Florida, South 88°51'18" East, a distance of 340.87 feet to a point on the West right of way line of said private access road; thence departing said South right of way line, along said West right of way line the following four courses: being a point on a curve, concave Northwesterly, having a radius of 150.00 feet, a central angle of 10°42'56" and a chord bearing and distance of South 25°17'05" West, 28.01 feet; thence Southerly, along the arc of said curve and right of way line, a distance of 28.05 feet to a point of reverse curvature with a curve, concave Easterly, having a radius of 210.00 feet, a central angle of 30°17'12" and a chord bearing and distance of South 15°32'35" West, 109.72 feet; thence Southerly, along the arc of said curve and right of way line, a distance of 111.01 feet to a point of tangency; thence South 00°22'13" West, a distance of 158.52 feet to a point of curvature with a curve, concave Easterly, having a radius of 210.00 feet, a central angle of 24°31'14" and a chord bearing and distance of South

Exhibit "A" continued

11°53'42" East, 89.19 feet; thence Southerly, along the arc of said curve and right of way line, a distance of 89.87 feet to a point on the South boundary of Lot 2 of said Shoppes on 27; thence departing the West right of way line of said private access road, along the South boundary of said Lot 2, North 89°51'11" West, a distance of 321.94 feet to the Southwest corner of said Lot 2; thence departing the South boundary of said Lot 2, along the aforementioned West boundary of said Lot 2, also being the West boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 3, North 00°46'09" East, a distance of 382.85 feet to the Point of Beginning.

AERIAL MAP



Parcel: 21635-000-00, 21670-000-00, and 21676-000-00

Property Size: Approximately 64 Acres
Land Use Designation: Low Intensity
Zoning: R-1AA, Single-Family Residential
Proposal: A developer's agreement for Heath Preserve

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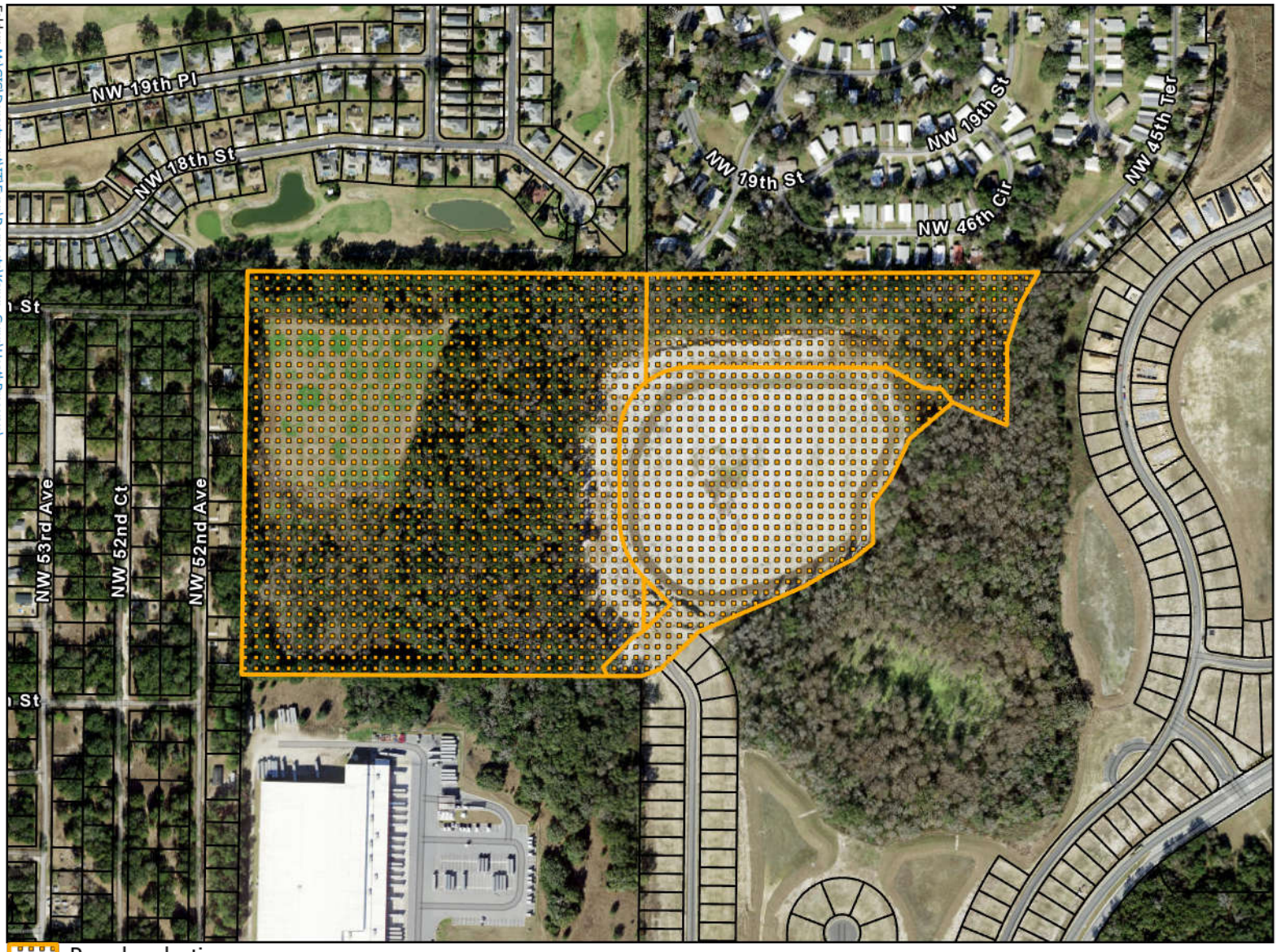


Parcels selection

Parcels

0 500 1,000 2,000 Feet

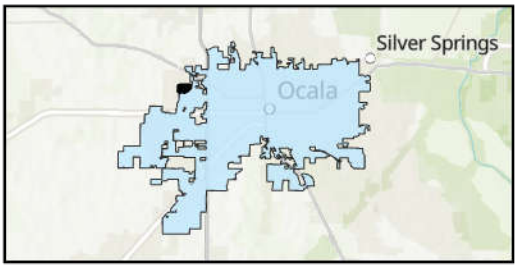
N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Department by ekrepps on 10/29/2025

CASE MAP



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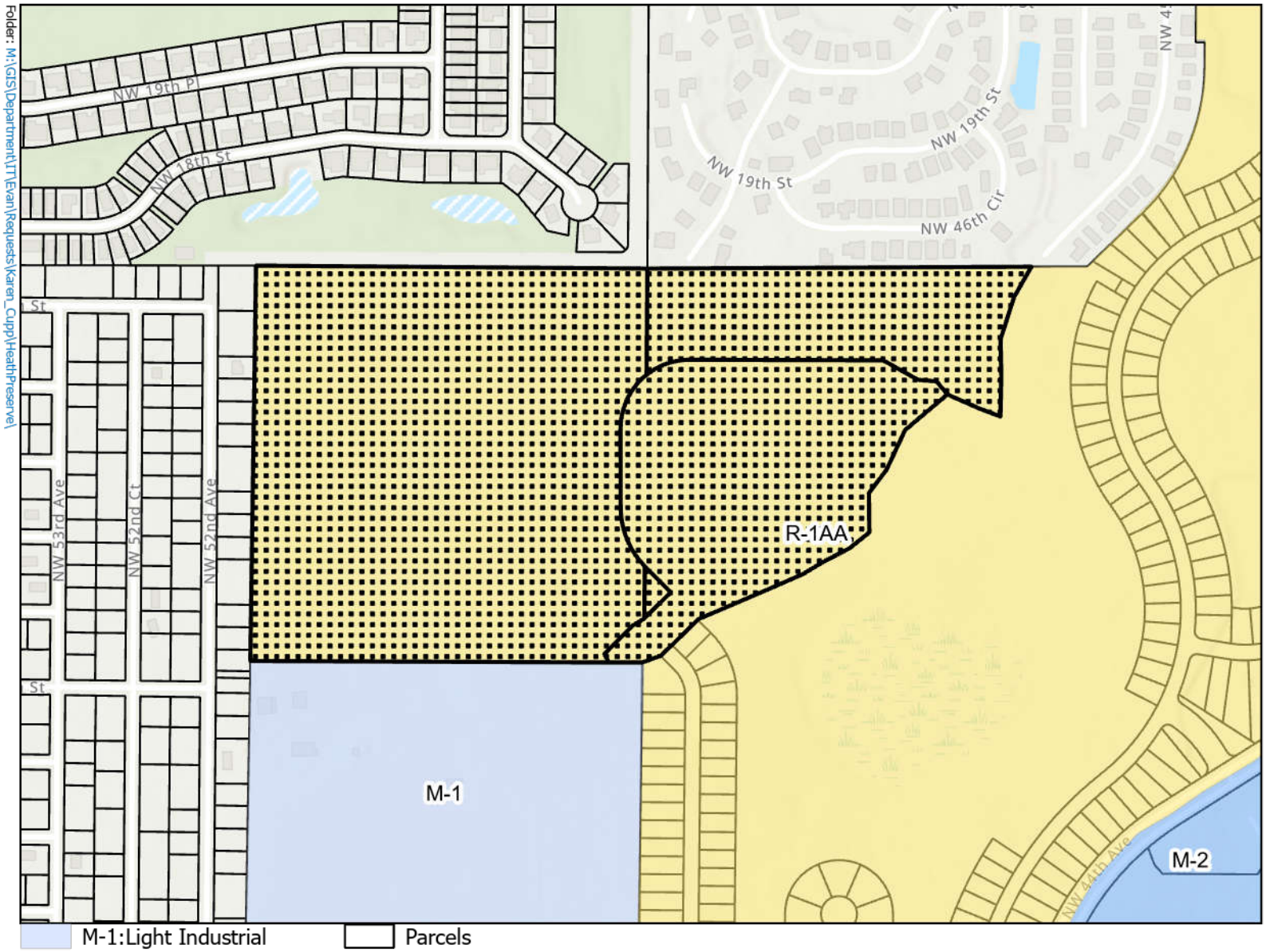

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Prepared by the City of Ocala Growth Management Department by ekrepps on 10/29/2025

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT, SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 FAX (888) 272-8335 www.JCHcg.com

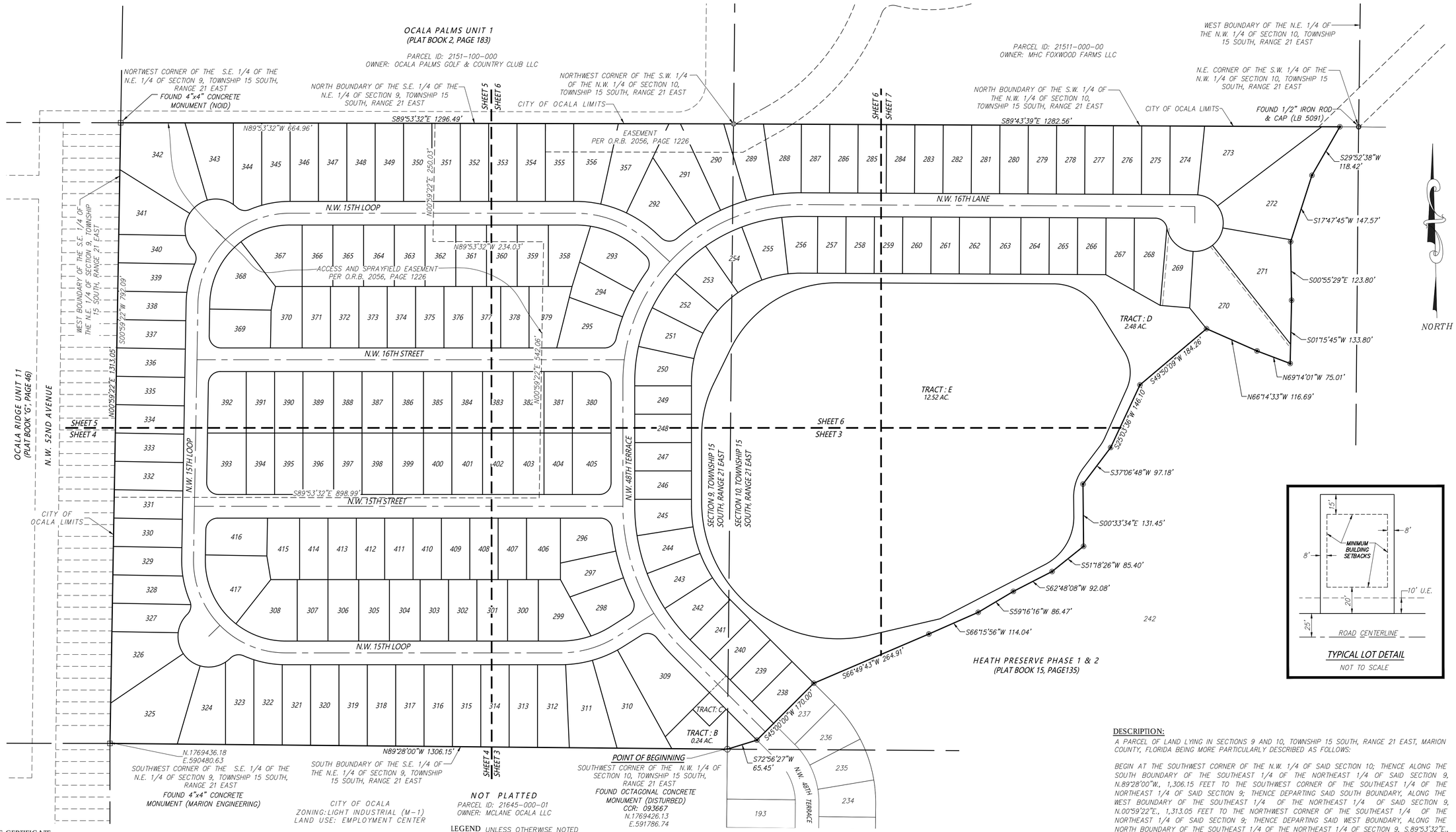
NOTE:
THIS PLAT IS 7 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR DEDICATION, NOTES AND ACKNOWLEDGMENTS SEE SHEET 1. FOR LEGAL DESCRIPTION AND BOUNDARY DETAIL SEE SHEET 2, FOR LOT DIMENSIONS SEE SHEETS 3, 4, 5, 6, AND 7.

HEATH PRESERVE PHASE 3

A SUBDIVISION IN A PORTION OF SECTIONS 9 AND 10,
TOWNSHIP 15 SOUTH, RANGE 21 EAST
CITY OF OCALA, MARION COUNTY, FLORIDA

PLAT BOOK ___, PAGE ___
SHEET 2 OF 7

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.



TYPICAL LOT DETAIL
NOT TO SCALE

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES; CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND CHAPTER 114, CITY OF OCALA CODE OF ORDINANCES, AS APPLICABLE.

BY: _____
CHRISTOPHER J HOWSON, P.S.M.
FLORIDA REGISTERED SURVEYOR NO. LS 6553
JCH CONSULTING GROUP, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 8071
426 SW 15TH STREET, OCALA, FLORIDA 34471

LEGEND UNLESS OTHERWISE NOTED

-\/-	= NOT TO SCALE	P.B.	= PLAT BOOK
—|—	= CHANGE OF DIRECTION	PG.	= PAGE
R	= RADIUS	D.R.A.	= DRAINAGE RETENTION AREA
L	= ARC LENGTH	LB	= LICENSED BUSINESS
Δ	= DELTA (CENTRAL ANGLE)	LS	= LAND SURVEYOR
CH	= CHORD DISTANCE	PSM	= PROFESSIONAL SURVEYOR & MAPPER
CB	= CHORD BEARING	P.T.	= POINT OF TANGENCY
RLS	= REGISTERED LAND SURVEYOR	A.E.	= ACCESS EASEMENT
NO.	= NUMBER	D.E.	= DRAINAGE EASEMENT
N. / E.	= NORTHING / EASTING (STATE PLANE COORDINATES)	U.E.	= UTILITY EASEMENT
℄	= CENTERLINE OF RIGHT OF WAY	AC.	= ACRES
O.R.B.	= OFFICIAL RECORDS BOOK OF MARION COUNTY	(NR)	= NOT RADIAL
		(X,XXX)	= SQUARE FOOTAGE AREA

⊡ = PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND 4" X 4" CONCRETE MONUMENT (AS NOTED)
◎ = PERMANENT REFERENCE MONUMENT (P.R.M.) SET 5/8" IRON ROD & CAP (PRM JCH LB 8071)
◉ = PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND 5/8" IRON ROD & CAP (AS NOTED)
⊚ = PERMANENT CONTROL POINT (P.C.P.) SET NAIL & DISC (JCH LB 8071)
○ = PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND 1/2" IRON ROD & CAP (AS NOTED)
⊙ = PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND OCTAGONAL CONCRETE MONUMENT (AS NOTED)

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 9 AND 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE N.W. 1/4 OF SAID SECTION 10; THENCE ALONG THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, N.89°28'00"W., 1,306.15 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, N.00°59'22"E., 1,313.05 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, S.89°53'32"E., 1,296.49 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, S.89°43'39"E., 1,282.56 FEET TO THE WESTERLY BOUNDARY OF HEATH PRESERVE PHASE 1 AND 2, AS RECORDED IN PLAT BOOK 15, PAGES 135 THROUGH 145 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WESTERLY BOUNDARY THE FOLLOWING SEVENTEEN (17) COURSES: (1) S.29°52'38"W., 118.42 FEET; (2) THENCE S.17°47'45"W., 147.57 FEET; (3) THENCE S.00°55'29"E., 123.80 FEET; (4) THENCE S.01°15'45"W., 133.80 FEET; (5) THENCE N.69°14'01"W., 75.01 FEET; (6) THENCE N.66°14'33"W., 116.69 FEET; (7) THENCE S.49°50'09"W., 184.26 FEET; (8) THENCE S.25°03'36"W., 146.10 FEET; (9) THENCE S.37°06'48"W., 97.18 FEET; (10) THENCE S.00°33'34"E., 131.45 FEET; (11) THENCE S.51°18'26"W., 85.40 FEET; (12) THENCE S.62°48'08"W., 92.08 FEET; (13) THENCE S.59°16'16"W., 86.47 FEET; (14) THENCE S.66°15'56"W., 114.04 FEET; (15) THENCE S.66°49'43"W., 264.91 FEET; (16) THENCE S.45°00'00"W., 170.00 FEET; (17) THENCE S.72°56'27"W., 65.45 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 63.82 ACRES, MORE OR LESS.

PREPARED BY: JCH CONSULTING GROUP, INC., 426 SW 15TH STREET, OCALA, FLORIDA 34471

File #: 2026-0207 Agenda Item #: 6d.

Submitted By: Amy Johnson

Presentation By: Clint Welborn

Department: Fire and Emergency Services

FORMAL TITLE:
Utilization of grant funds from the Florida Department of Law Enforcement and a TIPS Cooperative Agreement for the purchase of two drones from Skydio, Inc., in an amount not to exceed $49,877

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala Fire Rescue (OFR) applied for and was awarded a grant from the Florida Department of Law Enforcement for the purchase of drones in an amount not to exceed $50,000. These new drones will be utilized for everyday responses, special events, fire investigations/inspections, and in joint operations with local law enforcement agencies.

FINDINGS AND CONCLUSIONS:
In accordance with the terms of the grant agreement, the City of Ocala is required to comply with laws, rules, and regulations applicable to the expenditure of State funds for the purchase of the associated commodities.

As a political subdivision of the State of Florida, the City of Ocala qualifies as an eligible user of The Interlocal Purchasing System (TIPS) cooperative purchasing agreements. On September 2023, TIPS (a government cooperative on behalf of the Department of Texas Region 8 Education Service Center) issued its solicitation for Civilian-Use Drone Goods and Services (Non-Military), RFP No. 230905. Eighteen proposers responded and Skydio, Inc., was awarded TIPS Contract No. 230905.

Ocala Fire Rescue will utilize TIPS Contract No. 230905 to purchase two Skydio X10 drones and associated software and services at a total expense of $49,877. Staff recommends approval.

FISCAL IMPACT:
The Florida Department of Law Enforcement will reimburse $49,877 to account 001-334-000-000-09-33122.

Grant expenses will be appropriated from account 001-050-948-522-66-64010. No matching funds are required for this grant.

PROCUREMENT REVIEW:
These goods were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Skydio, Inc.
3000 Clearview Way
San Mateo, CA 94402
United States
(855) 463-5902
orderadmin@skydio.com

Quote

Quote Form #: Q-44329
Created Date: 10/17/2025
Expiration Date: 11/16/2025
Prepared By: Geoff Bulpitt
Prepared By Email: geoff.bulpitt@skydio.com

FOR PRICING / BUDGETARY PURPOSES ONLY

CUSTOMER: Ocala Fire Rescue (FL)

A La Carte

Hardware + Perpetual Software

Product Code	Product Name	QTY	Term (Months)	List Unit Price	Net Unit Price	Total (USD)
DR4ERKT2IZG0000NA	Skydio X10 Ready Kit (2.4/5 GHz, 5G/LTE Ready: SIM Card Included, IR) NA + VT300-Z	2.00		$16,846.00	$16,509.08	$33,018.16
DR4ATTSWNAIR	Skydio NightSense with IR Attachment for X10	2.00		$2,800.00	$2,772.00	$5,544.00
DR4ATTSPTL	Skydio Spotlight for X10	2.00		$265.00	$265.00	$530.00
					Hardware + Perpetual Software Subtotal:	$39,092.16

Services

Product Code	Product Name	QTY	Term (Months)	List Unit Price	Net Unit Price	Total (USD)
CEDR45G300Z3YRNA	Skydio Care for X10 with Cellular 5G + VT300-Z, 3-year	2.00		$5,249.00	$5,196.51	$10,393.02
					Services Subtotal:	$10,393.02

Cloud Based Software

Product Code	Product Name	QTY	Term (Months)	List Unit Price	Net Unit Price	Total (USD)
SWFMDR4	Skydio Fleet Manager for X10	2.00	12	$120.00	$120.00	$240.00
					Cloud Based Software Subtotal:	$240.00

Totals

Total Fees	$50,560.00
Discount	$834.82
Total After Discount	$49,725.18
Estimated Shipping	$150.98
Grand Total	$49,876.16

Special Terms

Customer acknowledges and agrees that any SaaS Services provided under this Order Form will be hosted in the United States.

Skydio V200 and VT300 gimbals are export controlled items, with export control classification number (ECCN) 6A003.b.4.b. Where an export license is required, delivery of any export controlled item is contingent upon Skydio being granted an export control license for the sale from the U.S. Department of Commerce. If Skydio delivers an export-controlled item to a customer in the U.S. and that customer seeks to export or otherwise divert the item

outside the U.S., it is the customer's responsibility to apply for any required license(s) from the U.S. government. Diversion contrary to U.S. law is prohibited.

Certain items in this order may be subject to certification requirement(s) under United States federal and/or state law. Skydio's delivery of any such item within the United States is contingent upon completion of applicable US-based certification processes. Skydio shall bear sole responsibility for, and will provide a full refund to Customer for any items for which Skydio is unable to obtain applicable US-based certification. The foregoing is inapplicable to items purchased for export from the United States.

With respect to any geographic location into which Customer will import the Products or Services, Customer represents and warrants that it has all necessary licenses, waivers, or other regulatory approvals necessary in order to import and operate the Products and Services. Customer is solely responsible for any costs, fees, penalties, judgments or other liabilities arising from Customer's import, export, transfer or operation of the Products or Services outside the Authorized Territory.

Terms and Conditions

Skydio's sale of the products and services in this quote will be subject to TIPS Contract #230905 "Civilian-Use Drone Goods and Services (Non-Military)" (which includes Skydio's terms and conditions). Skydio will not accept a purchase order resulting from this quote unless the purchase order references this quote directly by number and states that TIPS Contract #230905 shall govern such purchase order.

Exhibit A: Product Descriptions and Definitions

Product Name	Description
Skydio X10 Ready Kit (2.4/5 GHz, 5G/ LTE Ready: SIM Card Included, IR) NA + VT300-Z	Kit includes one (1) Skydio X10 Vehicle with Sensor Package (2.4/5 GHz, 5G/LTE Ready, IR) NA + VT300-Z, one (1) Enterprise Controller, one (1) Ready Case, two (2) wall adapters, one (1) set additional propellers, two (2) 256 GB micro SD cards, three (3) batteries, and one (1) dual charger. Includes one (1) license to Skydio Autonomy Drone Software that allows the drone to see, understand, and act upon the world. License is perpetual and non-transferable. Data sold separately.
Skydio Care for X10 with Cellular 5G + VT300-Z, 3-year	Skydio Care for X10 with Cellular 5G + VT300-Z, 3-year includes bundled Care for the Skydio X10 with Cellular 5G and the VT300-Z Sensor Package. Skydio Care for X10 with Cellular 5G (3yr plan) includes: (a) three (3) Damage Replacement with advance shipment and up to one (1) Lost Drone Replacement with advance shipment. Skydio Care for VT300-Z (3yr plan) includes: (a) three (3) Damage Replacement with advance shipment and up to one (1) Lost Sensor Package Replacement with advance shipment. In either event, Customer will be charged the full cost of the replacement sensor package if Skydio fails to receive payment of associated replacement fees (covered in T&C) within thirty (30) days of the shipment.
Skydio Fleet Manager for X10	One (1) subscription to Skydio Fleet Manager for X10 includes access to Skydio Fleet Manager for tracking fleet usage. Includes live streaming of video to a single user. Includes one (1) subscription to Skydio Model Viewer, which allows the user of Fleet Manager to view 3D models from the browser.
Skydio NightSense with IR Attachment for X10	Skydio NightSense for X10 includes access to advanced autonomy functionality in no and low light situations. Includes one (1) perpetual license and one (1) infrared light spectrum active illumination attachment that can be carried by Skydio X10.
Skydio Spotlight for X10	One (1) spotlight attachment that can be carried by the Skydio X10.

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Award #: 3X257
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Ocala Fire Rescue

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

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contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

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provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager: (please print)
Name: Pat Feagle
Title: Battalion Chief of EM
Phone: 352-572-0389
Email: Pfeagle@ocalafl.gov

Chief Official (please print)
Name: Clint Welborn
Title: Fire Chief
Phone: 352-629-8306
Email: Cwelborn@ocalafl.gov

Financial Contact: (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Alternate Point-of- Contact (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Recipient's Vendor ID (FEID/EIN): 59-60000392

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Ocala (Ocala Fire Rescue)
Address 1: 3001 NE 21 St
Address 2:
City, State, Zip: Ocala, Florida 34471

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SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: 10/13/25

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Ocala Fire Rescue

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 10/10/25

Printed Name and Title: Clint Welborn, Fire Chief

*** If using a designee, sign the Chief Official Designee section below***

Recipient Chief Official Designee

DocuSigned by:
Signature: Peter Lee
5BB28E162F2E4C2...
Date: 10/21/2025

Printed Name and Title: Peter Lee City Manager

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signed by:
Signature: William E. Sexton, Esq.
4A55AB8A8ED04F3...
Date: 10/20/2025

Printed Name and Title: William E. Sexton, Esq. City Attorney

Signature: _____ Date: _____

Printed Name and Title: _____

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CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient: Ocala Fire Rescue **County:** Marion

1. Recipient Type (select all that apply):

   - [x] New Recipient (no funds received under this program)
   - [ ] Located in a fiscally constrained county
   - [ ] None of the above

2. How many drone pilots do you currently have on staff? 2

3. How many additional pilots are you seeking to train/certify? 2

4. How many compliant drones do you currently have in your fleet? 2

5. How many additional drones are you seeking with these funds? 2

   Based on your request, you are seeking an award amount of $ 50,000.00
   (max reimbursement of $25,000 per drone)

Provide any additional information we should consider when reviewing this request.

Ocala Fire Rescue is requesting the acquisition of two new drones to enhance our emregency response capabilities. These new assets will be integrated into our operations for every day response, special events, fire investigations/inspections, joint operations with our local law enforcement agencies and managing complex high-hazard incidents (IE: commercial structure fires, large-scale incidents, and Hazardous Materials response.) The drones are a critical tool for protecting our community and our first responders by providing essential information before they are placed in harm's way. The two drones we currently possess-generously donated by Florida Highway Patrol-are rapidly becoming unusable as the manufacturer has discontinued the model. In the short time we've had them, they have proven invaluable.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: Clint Welborn Digitally signed by Clint Welborn Date: 2025.10.10 09:07:11 -04'00' **Date:** 10/10/25

Name/Title: Clint Welborn/Fire Chief

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase 2 drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of: $ 50,000.00

Authorized Official

Date 10/13/25

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Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

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Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

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Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

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be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

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Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

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Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

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Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

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submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Certificate Of Completion

Envelope Id: A959B9DE-4673-4CEE-85C1-2B737E85A761
Status: Completed
Subject: SIGNATURE - FDLE Drone Replacement Financial Assistance Agreement (OFR/260081)
Source Envelope:
Document Pages: 13
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

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Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 2:13:18 PM Viewed: 10/20/2025 3:18:14 PM Signed: 10/20/2025 3:24:03 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 2a09:bac2:8dae:10f::1b:279 Signed using mobile	Sent: 10/20/2025 3:24:05 PM Viewed: 10/21/2025 7:03:39 AM Signed: 10/21/2025 7:03:59 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 2:13:18 PM
Certified Delivered	Security Checked	10/21/2025 7:03:39 AM
Signing Complete	Security Checked	10/21/2025 7:03:59 AM
Completed	Security Checked	10/21/2025 7:03:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477•
tips@tips-usa.com

August 28, 2023

The Advocate
C/O Legal Notices (Martinisha Singleton)

Please print the following **LEGAL NOTICE: Thursday, September 7, 2023, AND Thursday, September 14, 2023**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,

Shelley Black
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE TIMES-PICAYUNE/THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana or published daily in THE ACADIANA ADVOCATE in the following issues:

9/7/2023, 9/14/2023,

Joy Newman

Joy Newman, Public Notices Representative

Sworn and subscribed before me, by the person whose signature appears above

20 Sep 2023

M. Monic McChristian

M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite

Ad No: 52910

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PITTSBURG, TX 75686

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Announcements

ADAM CAMPO REAL ESTATE
Property Management 505-ADAM

Anyone knowing the whereabouts of Daniel Pitts, contact Carlin Chambliss: (225)270-1209 53702 Sept. 7-9 3t

Anybody knows the whereabouts of Marva Davidson, please contact Attorney J. Craig Diamond at 504-930-4988 c/o Diamond Law, LLC. It is about an important legal matter". 53735 Sept. 7-9 3t

Anyone knowing the whereabouts of any succession representative of Tephaine Lolis Hall, contact Carlin Chambliss: (225)270-1209 53701 Sept. 7-9 3t

Anyone knowing the whereabouts of Ruby Lockett James A/K/A Ruby Lockett, Ruby James please contact attorney James L. Maughan. 225-713-3666 53631 Sept. 7-9 3t

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Looking to promote your services or find a new hire? Deliver your classified message statewide for as little as $265 per week through the Louisiana Press Association's Classified Network. To learn more email advertising@lapress.com or call 225-344-9309.

Attorney
Applying for Social Security Disability or Appealing a Denied Claim? Call Bill Gordon & Assoc. Our case managers simplify the process & work hard to help with your case. Call 1-844-883-2043 FREE Consultation, Local Attorneys Nationwide Mail: 2420 N ST NW, Washington DC. Office: Broward Co. FL (TX/NM Bar.)

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Portable Oxygen Concentrator May Be Covered by Medicare! Reclaim independence and mobility with the compact design and long-lasting battery of Inogen One. Free information kit! Call 855-636-1667

MobileHelp, America's Premier Mobile Medical Alert System. Whether You're Home or Away. For Safety and Peace of Mind. No Long Term Contracts! Free Brochure! Call Today! 1-855-411-0949

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Don't let the stairs limit your mobility! Discover the ideal solution for anyone who struggles on the stairs, is concerned about a fall or wants to regain access to their entire home. Call AmeriGlide today! 1-844-855-4019

Miscellaneous
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Employment

GENERAL HELP
Expd Tree Climber. Must have exp in tree trimming & removal. Paid daily. Salary negotiable.225-925-0610

GENERAL HELP
FULL time Church Custodian needed Salary & Benefits provided call 225-928-0436

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ALWAYS WANTED: Top $$ paid for POSTAGE STAMPS, COINS & CURRENCY COLLECTIONS 2252794760

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Old Records 33's, 45's & 78's. All types of music. Call 985-888-9890

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CEMETERY PLOTS
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CEMETERY PLOTS
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Fri Sept 8 8am-4pm
(numbers out at 7:30am)
Sat Sept 9 8am-4pm
Sun Sept 10 9am-4pm
Mon Sept 11 10am-3pm

House & Garage full of interesting items.

For more info, pics & map, go to graywoodestatesales.com

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nlestatesales.com

AREA 4

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Oak Oaks Area. 7351 Greenwell St.
Cmplty remodeled 3Br/2Ba home w/cnt a/h, freshly painted int/ext, new kit& ceramic flooring throughout, new roof, lg front patio cover & fenced dkyrd. Call Sales for Appt Viewing
225-266-4078
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225-357-6436

Baton Rouge Rental

AREA 2
4388 E. Maribel Maribel s/d off Airline Hwy. Updtd lg 3BR 2BA w/cent heat & air rent $1000/dep $300 Sect. 8 ok 357-6438. Owner licensed realtor.

AREA 2
5757 Atlanta Glen Oaks S/D Updated 3BR 1.5BA w/Cent. H&A Ref $1000, Dep $300 Sect. 8 OK 357-6438 owner is licensed realtor.

AREA 3
2711 Wyandotte 2BR/1BA $500 Rent/$200 dep. Call 225-753-9629

AREA 3
3060 N Acadian Thwy E. 1Br/1Ba. Utd kit, appls. W/S pd $500/mo $150/dep 357-6438 Owner is a licensed realtor

AREA 3
4Br/2Ba $995. 3Br/2Ba $950. 2Br/1Ba $725. 225-810-0775 or 225-955-8970

MOBILE HOME
1, 2 & 3 BR mobile homes, $575 & up 6061 Plank Rd. CALL 225-978-4653

AREA 5
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PUBLIC NOTICE

ADVERTISEMENT FOR BIDS
BID NO. 8 – INTERIM LANDSCAPE INSTALLATION

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UNIVERSITY LAKES FLOOD RISK REDUCTION (ULFRR) PROJECT – PHASE 1

PROVIDE LABOR, EQUIPMENT, AND MATERIALS AS REQUIRED TO INSTALL THE INTERIM LANDSCAPE PLANTINGS PER THE DESIGN PLAN FOR THE CURRENT PHASE OF WORK ON THE UNIVERSITY LAKES FLOOD RISK REDUCTION PROJECT

All bids must be in accordance with the bid documents on file with Sevenson Environmental. **Late bids will not be accepted.** Sevenson reserves the right to reject any and all bids for just cause. The bid documents can be obtained from Jim Pazderski at Sevenson, jpazderski@sevenson.com, (718) 284-0431. Bid documents shall be available to bidders beginning on the date of the first advertisement and up until 24 hours before the bid opening date. Any person with disabilities requiring special accommodations must contact Jim Pazderski at Sevenson, jpazderski@sevenson.com, (718) 284-0431 no later than seven (7) days prior to bid opening.

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The attention of bidders is called particularly to the requirements for conditions of employment to be Observed, non-discrimination and minimum wage rates to be paid under the Contract, Section 3 Low Income Resident Participation) of the Housing and Community Development Act of 1968, Section 109 (Non-discrimination) of the Housing and Community Development Act of 1974, Section 503 (Non-Discrimination Against Employees with Disabilities) and Section 504 (non-discrimination against individuals with disabilities) of the Rehabilitation Act of 1973, Segregated Facilities, Executive Order 11246, and all applicable laws and regulations of the Federal Government and State of Louisiana and bonding and insurance requirements. All contractors and subcontractors will be required to comply with the Title VI of the Civil Rights Act of 1964, the Davis Bacon Act pertaining to minimum wage rates, the Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act. The contractor awarded the contract will undertake affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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51870-AUG 31-SEP 7-14-3T

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

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ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE COASTAL PROTECTION AND RESTORATION AUTHORITY OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: LaBranche Shoreline Protection Project
St. Charles Parish, Louisiana

PROJECT NUMBER: PO-0154

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from http://coastal.la.gov/resources/rfps-rfqs-contracts/bids/. Printed copies can also be obtained from

COASTAL PROTECTION AND RESTORATION AUTHORITY (CPRA)
150 Terrace Avenue
Baton Rouge, LA 70802
Attn: Sharissa Fielder
E-mail:
cpra.bidding@la.gov
Phone: (225) 342-4811
Fax: (225) 680-5999

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Bids shall be accepted from Contractors who are licensed under L.R.S. 37:2150-2192 for the classification of Heavy Construction, in accordance with L.A. R.S. 37:2163(D), and rejecting to the classification must send a qualified letter to both the Louisiana Licensing Board for Contractors and the CPRA at the address listed above. The letter must be received no later than ten (10) working days prior to the day on which bids are to be opened.

Bidder is required to comply with provisions and requirements of L.R.S.38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) calendar days after receipt of bids, except as under the provisions of L.R.S. 38:2212(N).

The Owner reserves the right to reject any and all bids for just cause. In accordance with L.R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bid documents shall not be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds, which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit or the sale of bonds by the Bond Commission or the availability of federal or other funds. Failure to secure, incur no obligation to the Contractor until the Contract between Owner and Contractor is fully executed.

Coastal Protection and Restoration Authority is a participant in the Small Business Entrepreneurship (SBE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned Business Enterprise Program. Bidders are encouraged to consider certification. Information is available from Coastal Protection and Restoration Authority or on its website at http://www.coastal.la.gov/.

STATE OF LOUISIANA,
COASTAL PROTECTION AND RESTORATION AUTHORITY
GREGORY M. GRANDY,
CPRA EXECUTIVE DIRECTOR

51257-AUG 31-SEP 7-14-3T

PUBLIC NOTICE

ADVERTISEMENT
SOWELA Technical Community College is accepting sealed bids for pipeline training equipment to be installed at SOWELA Technical Community College. A pre-bid meeting will be held on August 31, 2023 at 10:00 AM. Bids will be publicly opened and read at SOWELA Technical Community College does not discriminate on the basis of race, color, national origin, gender, disability, or age in its programs and activities. The following person has been designated to handle inquiries regarding the non-discrimination policies: Title – Compliance Office, Address – 3820 Sen J Bennett Johnston Ave, Lake Charles, LA 70615, Telephone No – 337-421-6565 or 800-256-0483, Email – complianceofficer@sowela.edu

51329 Aug. 24, 31, Sept. 7 3t

PUBLIC NOTICE

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PUBLIC NOTICE

ADVERTISEMENT FOR BIDS
BID NO. 9 – FLOATING VEGETATION REMOVAL AND DISPOSAL FROM CITY PARK LAKE AND UNIVERSITY LAKE

Sealed Bids will be received until 11:00 a.m. local Baton Rouge time on October 5, 2023, via hand delivery, registered mail, or overnight delivery to Sevenson Environmental, 1951 May Street, Baton Rouge, Louisiana 70808; Attention: Rocky Hines. Each bid must be submitted in a sealed envelope bearing on the outside the bidder's name and address, and the specific bid number/project description of the enclosed bid included on exterior of envelope. **The public bid opening will be held at the office trailer of Sevenson Environmental at 1951 May Street, Baton Rouge, Louisiana 70808 beginning at 2:00 p.m. local Baton Rouge time on October 5, 2023, for the following project:**

UNIVERSITY LAKES FLOOD RISK REDUCTION (ULFRR) PROJECT – PHASE 1

PROVIDE LABOR, EQUIPMENT, AND MATERIALS AS REQUIRED TO REMOVE, STOCKPILE, AND LEGALLY DISPOSE OF OFF SITE, FLOATING VEGETATION IN CITY PARK LAKE AND UNIVERSITY LAKE AS REQUESTED BY CONTRACTOR DURING THE CURRENT PHASE OF WORK ON THE UNIVERSITY LAKES FLOOD RISK REDUCTION PROJECT

All bids must be in accordance with the bid documents on file with Sevenson Environmental. **Late bids will not be accepted.** Sevenson reserves the right to reject any and all bids for just cause. The bid documents can be obtained from Jim Pazderski at Sevenson, jpazderski@sevenson.com, (718) 284-0431. Bid documents shall be available to bidders beginning on the date of the first advertisement and up until 24 hours before the bid opening date. Any person with disabilities requiring special accommodations must contact Jim Pazderski at Sevenson, jpazderski@sevenson.com, (718) 284-0431 no later than seven (7) days prior to bid opening.

This project is part of the Louisiana Watershed Initiative and is funded in part with Community Development Block Grant Mitigation Funds (CDBG-MIT) from the U.S. Department of Housing and Urban Development (HUD) and the State of Louisiana Office of Community Development (OCD) and shall be subject CDBG-MIT, HUD, and OCD requirements.

The attention of bidders is called particularly to the requirements for conditions of employment to be Observed, non-discrimination and minimum wage rates to be paid under the Contract, Section 3 Low Income Resident Participation) of the Housing and Community Development Act of 1968, Section 109 (Non-discrimination) of the Housing and Community Development Act of 1974, Section 503 (Non-Discrimination Against Employees with Disabilities) and Section 504 (non-discrimination against individuals with disabilities) of the Rehabilitation Act of 1973, Segregated Facilities, Executive Order 11246, and all applicable laws and regulations of the Federal Government and State of Louisiana and bonding and insurance requirements. All contractors and subcontractors will be required to comply with the Title VI of the Civil Rights Act of 1964, the Davis Bacon Act pertaining to minimum wage rates, the Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act. The contractor awarded the contract will undertake affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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PUBLIC NOTICE

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FOR: LaBranche Shoreline Protection Project
St. Charles Parish, Louisiana

PROJECT NUMBER: PO-0154

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from http://coastal.la.gov/resources/rfps-rfqs-contracts/bids/. Printed copies can also be obtained from

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Baton Rouge, LA 70802
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STATE OF LOUISIANA,
COASTAL PROTECTION AND RESTORATION AUTHORITY
GREGORY M. GRANDY,
CPRA EXECUTIVE DIRECTOR

51257-AUG 31-SEP 7-14-3T

PUBLIC NOTICE

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PUBLIC NOTICE

ADVERTISEMENT FOR BIDS
BID NO. 8 – INTERIM LANDSCAPE INSTALLATION

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St. Charles Parish, Louisiana

PROJECT NUMBER: PO-0154

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STATE OF LOUISIANA,
COASTAL PROTECTION AND RESTORATION AUTHORITY
GREGORY M. GRANDY,
CPRA EXECUTIVE DIRECTOR

51257-AUG 31-SEP 7-14-3T

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PUBLIC NOTICE

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BID NO. 9 – FLOATING VEGETATION REMOVAL AND DISPOSAL FROM CITY PARK LAKE AND UNIVERSITY LAKE

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UNIVERSITY LAKES FLOOD RISK REDUCTION (ULFRR) PROJECT – PHASE 1

**PROVIDE LABOR, EQUIPMENT, AND MATERIALS AS REQU

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Public Notices Bids/Proposals

VEGETATION IN CITY PARK LAKE AND UNIVERSITY LAKE AS REQUESTED BY CONTRACTOR DURING THE CURRENT PHASE OF WORK ON THE UNIVERSITY LAKES FLOOD RISK REDUCTION PROJECT

All bids must be in accordance with the bid documents on file with Sevenson Environmental. **Late bids will not be accepted.** Sevenson reserves the right to reject any and all bids for just cause. The bid documents can be obtained from Jim Paszdersk@sevenson.com, (716) 284-0431. Bid documents shall be available to bidders beginning on the date of the first advertisement and up until 24 hours before the bid opening date. Any person with disabilities requiring special accommodations must contact Jim Paszdersk@sevenson.com, (716) 284-0431 no later than seven (7) days prior to bid opening.

This project is part of the Louisiana Watershed Initiative and is funded in part with Community Development Block Grant Mitigation Funds (CDBG-MIT) from the U.S. Department of Housing and Urban Development (HUD) and the State of Louisiana Office of Community Development (OCD) and shall be subject CDBG-MIT, HUD, and OCD requirements.

The attention of bidders is called particularly to the requirements for conditions of employment to be Observed, non-discrimination and minimum wage rates to be paid under the Contract, Section 3 (Low Income Resident Participation) of the Housing and Community Development Act of 1968, Section 109 (Non Discrimination) of the Housing and Community Development Act of 1974, Section 503 (Non-Discrimination Against Employees with Disabilities) Section 504 (non-discrimination against individuals with disabilities) of the Rehabilitation Act of 1973, Segregated Facilities, Executive Order 11246, and all applicable laws and regulations of the Federal Government and State of Louisiana and bonding and insurance requirements. All contractors and subcontractors will be required to comply with the Title VI of the Civil Rights Act of 1964, the Davis Bacon Act pertaining to minimum wage rates, the Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act. The contractor awarded the contract will undertake affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Sevenson is an equal opportunity employer. Sevenson Strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's WBE's and SBE's) and Section 3 Business Concerns to stimulate participation in procurement and assistance programs.

ADV: The Baton Rouge Advocate: September 7, 2023 and September 14, 2023 and September 21, 2023

53165-sept 7-14-21-3t

PUBLIC NOTICE

NOTICE TO BIDDERS

LOUISIANA LAND TRUST HOME DEMOLITION AND SLAB REMOVAL

Bids will be received electronically until **2:00 p.m. on Thursday, September 28, 2023** local time, through Louisiana Land Trust Website for the following:

Louisiana Land Trust Louisiana Watershed Initiative-Statewide Buyout Program Home Demolition and Slab Removal Bid Package No. 3 – Dereham Springs, Louisiana

This project consists of the removal and disposal of structures, concrete slab foundations and concrete flatworks, removal of hazardous trees, fill and grade, and all other items identified within the bid package. Bid documents are available for download from LLTs website https://www.lalandtrust.us/.

A non-mandatory pre-bid conference will be held on **Thursday, September 21, 2023 at 2:00 p.m. local time** via the following remote:

Zoom Meeting:
https://us06web.zoom.us/j/88945220137?pwd=aTJKcXM1MVpmTUd5S9MYKzIZQ4YSZ3Q109

Or dial: +1 312 626 6799
Meeting ID: 898 4532 0137

The Louisiana Land Trust strongly encourages maximum participation in all bids by qualified Minority business Enterprises, Women Business Enterprises, small businesses, and by local construction and demolition companies, as prime contractors and as subcontractors.

Published:

The Advocate - Baton Rouge
https://www.lalandtrust.us/

54703-sept 14-1t

PUBLIC NOTICE

NOTICE TO CONTRACTORS

Sealed bids for the construction of the following project will be received by the Greater Lafourche Port Commission, at the GLPC Administration office, 16829 East Main Street, in Cut Off, Louisiana until **10:00 A.M** local time, on **September 28, 2023**, at which time and place bids will be publicly opened and read. No bids will be received after 10:00 A.M.

STATE PROJECT NR: H.014903 (321)

PORT IMPROVEMENTS
TO: Port Improvements Northern Expansion Phase III
Slip D Bulkhead
(Phase I of SPN H.014903)

LOCATED IN: Port Fourchon, Lafourche Parish, LA

TYPE OF CONSTRUCTION: Heavy Construction

CONTRACTING AGENCY: Greater Lafourche Port Commission 16829 East Main Street Cut Off, LA 70345

ESTIMATED COST: $20.97M

PROPOSAL GUARANTY: 5% of the Amount of Bid Payable to Greater Lafourche Port Commission

ENGINEER: **GIS Engineering, LLC** Coastal Design & Infrastructure Division 197 Elysian Drive Houma LA, 70363 Phone: (985) 219-1000 Contact: Ann Hebert Email: **bidquestions@gisy.com**

Bids must be submitted on the forms provided by the Contracting Agency, must be prepared in accordance with Section 2 of the 2018 Edition of the Louisiana Department of Transportation and Development, Office of Multimodal Commerce, General Provisions and must include all the information required by the bid form. Bid forms are available from the Engineer and will not be issued later than 24 hours prior to the time set for opening the bids. Each bid shall include a proposal guaranty in an amount not less than specified above. No proposal will be considered unless it is accompanied by satisfactory evidence that the Bidder holds a Louisiana State Contractor's License, in full force and effect in compliance with the Louisiana State Licensing Board for Contractors and Louisiana Public Bid Law.

Site inspection trips for perspective Bidders are to be arranged through the office of the Engineer. **A mandatory pre-bid meeting will be held on September 13, 2023 at 2:00 P.M. at the office of the Greater Lafourche Port Commission at the GLPC Administration office, 16829 East Main Street in Cut Off.**

The contract will be awarded to the lowest responsible bidder without discrimination on grounds of race, color, sex or national origin. Disadvantaged business will be afforded full opportunity to submit bids.

Plans and specifications may be seen at the Engineer's office. Plans may be obtained from the Engineer upon payment of $150.00. In accordance with R.S. 38:2212(D), deposits on the first set of documents furnished to bona fide prime bidders will be fully refunded upon return of the documents, deposits on any additional sets will be refunded less the actual costs of reproduction. Refunds will be made upon return of the documents if within ten days after receipt of bids.

Bid documents are also posted on **https://www.centralauctionhouse.com/mcc-greater-lafourche-port-commission.html** to view these documents and receive bid notices by e-mail, you must register with Central Auction House (CAH). Vendors/Contractors have the option to submit their bids electronically or by paper copy. For information about the electronic submittal process, contact Central Auction House at 225-810-4814.

Bids can be mailed by US Postal Service to 16829 East Main St., Cut Off, LA 70345, hand delivered or overnight courier to 16829 East Main St., Cut Off, LA 70345, or submitted online through **www.centralauctionhouse.com.**

The award of a contract, if awarded, will be made to the lowest qualified bidder whose proposal complies with all requirements prescribed within 45 calendar days after opening proposals. However, when the contract is to be financed by bonds which are required to be sold after receipts of bids, or when the contract is to be financed in whole or part by federal or other funds not available at the time bids are received, the time will not start until receipt of federal and/or state concurrence or concurrence of the other funding source. Award must be within 30 calendar days after the sale of bonds or receipt of concurrence in award from federal and/or state agency or other funding source. The successful bidder will be notified by letter mailed to the address shown in the proposal that the bidder is awarded the contract.

The award of a contract for projects financed either partially or entirely with State bonds will be contingent on approval by the State Bond Commission.

On projects involving federal funds the award of contract will also be contingent upon concurrence by the appropriate federal agency.

On projects involving state funds the award of contract will also be contingent upon concurrence by the appropriate state agency.

The right is reserved to reject bids and waive informalities.

Chett Chaisson,
Executive Director
Greater Lafourche Port Commission

Advertising Dates:
August 29, September 6 & 14, 2023

52136 Aug. 29, Sept. 6, 14 3t

PUBLIC NOTICE

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230901 Audio Visual Equipment, Supplies, and services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on **October 20, 2023, at 3:00 pm local time.** Call 866-839-8477 for problems with website questions.

52910-SEP 7-14-2T

PUBLC NOTICE

VOUCHER# M6322

BIDS TO BE OPENED: 10/03/2023

NOTICE TO BIDDERS

Electronic or sealed bids will be received by the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, City Hall Building, Room 826, 222 Saint Louis Street, 8th Floor, Baton Rouge, La. until **11:00 A.M. October 3, 2023** for the following:

M6322 Smart Boards & Related Services

Official bid documents are available at Central Bidding (**https://www.centralauctionhouse.com/mcc-city-of-baton-rouge.html**) or by request from the City of Baton Rouge at midu-val@la.gov.

Bids shall be submitted electronically via www.centralbidding.com or on the solicitation bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge prior to the bidding deadline.

Electronic bids for the solicitation will be downloaded by the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division. Beginning as soon as feasible after the bid closing time all electronic bids will be downloaded and publicly read aloud along with all paper bids received, if any, in Room 806 immediately after the 11:00 a.m. bid closing. Bidders or their authorized representatives are invited to be present.

Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. This invitation to Bid is available in electronic form at the LaPAC website **https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?searchDepartment&term=107.**

Bids, amendments to bids or request for withdrawal of bids received after time specified for bid openings shall not be considered for any cause whatsoever.

Inquiries will be received up until 5 pm on September 22, 2023.

Full information may be obtained upon request from the above address or by telephoning Magie Duvall at (225) 389-3259, Ext. 3272, or via email miduval@brla.gov.

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone
+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the Same Access Code, followed by the # button):

United States Toll (Boston)
+1-617-315-0704
United States Toll (Chicago)
+1-312-535-8110
United States Toll (Dallas)
+1-469-210-7159
United States Toll (Denver)
+1-720-650-7664
United States Toll (Jacksonville)
+1-904-900-2303
United States Toll (Los Angeles)
+1-213-306-3065

These numbers will provide you with live audio access to this bid opening.

54438 Sept. 14, 21 1t

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Purchasing Department of Grambling State University, Purchasing Office, GSU P.O. Box 4269, Grambling, La 71245, until 11:00 A.M., September 26, 2023 for the following:

Bid #50018-240015-Woodson Hall TV Center Lighting Equipment

Complete Bidding Documents may be obtained from: Grambling State University, Purchasing Department, GSU P.O. Box 4269, Grambling La, 71245, via email request at purchasingbids@gram.edu or the State of Louisiana LaPac page: **https://www.cfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm** by using Bid No. **50018-240015**

All bids shall be accompanied by Bid Security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instruction to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance Bond written as described in the Instruction to Bidders included in the Bid Documents for this project.

Bids shall be accepted from Contractors who are licensed under LA R.S. 37:2150-2192 in the areas of: **HVAC Parts, Service** is required to comply with provisions and requirements of LA R.S. 38:2212(A)(1)(a). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with LA R.S. 38:2212(B)(2), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

54492 Sept. 14, 21 24 3t

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Purchasing Department of Grambling State University, Purchasing Office, GSU P.O. Box 4269, Grambling, La 71245, until September 26, 2023 10:30 A.M., for the following:

Bid #50018-240013-Fall Cells Paths Condors Inc. Banned at 2182/2/2/2 Minor Illinois Information

Complete Bidding Documents may be obtained from: Grambling State University, Purchasing Department, GSU P.O. Box 4269, Grambling La, 71245, via email request at purchasingbids@gram.edu or the State of Louisiana LaPac page: **https://www.cfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm** by using Bid No. **50018-240013**

All bids shall be accompanied by Bid Security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instruction to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance Bond written as described in the Instruction to Bidders included in the Bid Documents for this project.

Bids shall be accepted from Contractors who are licensed under LA R.S. 37:2150-2192 in the areas of: **HVAC Parts, Service** is required to comply with provisions and requirements of LA R.S. 38:2212(A)(1)(a). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with LA R.S. 38:2212(B)(2), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

53802 Sept. 10, 14, 21 3t

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Purchasing Department of Grambling State University, Purchasing Office, GSU P.O. Box 4269, Grambling, La 71245, until September 26, 2023 10:30 A.M., for the following:

Bid #50018-240012- UPD Security Personnel contact Lt. Lewis at 318/47/2/2/2 Minor Illinois Information

Complete Bidding Documents may be obtained from: Grambling State University, Purchasing Department, GSU P.O. Box 4269, Grambling La, 71245, via email request at purchasingbids@gram.edu or the State of Louisiana LaPac page: **https://www.cfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm** by using Bid No. **50018-240012**

All bids shall be accompanied by Bid Security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instruction to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance Bond written as described in the Instruction to Bidders included in the Bid Documents for this project.

Bids shall be accepted from Contractors who are licensed under LA R.S. 37:2150-2192 in the areas of: **Security Personnel.** Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(A)(1)(a). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with LA R.S. 38:2212(B)(2), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

53799 Sept. 10, 14, 21 3t

PUBLIC NOTICE

NOTICE TO BIDDERS

Bids will be received by email at ULLafayette-Bids@louisiana.edu up to 2:00PM on Tuesday, October 10, 2023, by the Purchasing Office at the University of Louisiana at Lafayette for the following:

File No. 24204 – NRRC ELECTRICAL MODIFICATIONS – BLDG 108 1ST FLOOR Optional Pre-bid Meeting Thursday September 7, 2023 9:00AM

Bids will not be accepted by the Purchasing Office after the above specified time and date.

Access to full information, specifications, and bid forms may be obtained from the University Purchasing Office by e-mailing your request to **purchasing@louisiana.edu**, or by visiting the Office of State Purchasing & Travel's LaPAC website at **https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.** The Purchasing staff is working remotely with the following (virtual) Purchasing Office hours of operation: Monday through Thursday 7:30AM to 5:00PM, and Friday - 7:30AM to 12:30PM.

The public bid **opening** will take place on Tuesday, October 10, 2023, at 3:00PM on Zoom, which is available for viewing by registering at **https://ullafayette.zoom.us/meeting/register/tZIqdeGsqjIiGdeqs3ZeIpbS7ASEeSRQuuHx_YEKFz.**

Evidence of authority to submit the bid shall be required in accordance with R. S. 39:1594. The University of Louisiana at Lafayette reserves the right to reject any and all bids.

UNIVERSITY OF LOUISIANA AT LAFAYETTE
Marie C. Cope, MPA, CPPB
Assistant VP for Administration and CPO

52634 Aug. 31, Sept. 7, 14 3t

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August 28, 2023

Pittsburg Gazette

Please print the following **LEGAL NOTICE: Thursday, September 7, 2023, AND Thursday, September 14, 2023**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,

Shelley Black
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

Affidavit of Publication

The State of Texas

County of Camp

Before me, the undersigned authority, on this day personally appeared ***Miranda Oglesby, General Manager*** of the Pittsburg Gazette of Pittsburg, Texas, who being by me duly sworn, upon oath deposes and says: that the attached notice was published in the Pittsburg Gazette; a newspaper published in the English language and of general circulation in Camp County, Texas for more than one year prior to the date of first publication of said notice in the issue(s of September 7, 14 2023 and that attached newspaper clipping is a true and correct copy of said published notice.

CHRISTIE BURNETT
Notary Public, State of Texas
Comm. Expires 07-28-2026
Notary ID 133881888

Signed M Oglesby

Sworn to and subscribed before me this 17

Day of October 2023.

Christie Burnett

Notary Public in and for the State of Texas

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COLLECTOR'S 2 DAY AUCTION

Thursday, September 14, 2023 & Friday, September 15, 2023
STARTS @ 9:07 AM
Address: 452021 E. 320 Rd., Afton, OK 74331

DAY 1

Auction STARTS @ 9:07am | Live ON-SITE and ONLINE bidding on LOTS 1-72 Thursday @ 11:01am: Metal Storage Containers, Portable Building, Trucks, Tractors, Backhoe, Mowers, Trailers, Fuel Tanks, Boat & Motors, Field Implements, Generators, Propane Tanks, Welders & Accessories, 4-Post Car Lift, Floor Jacks Engine Stand, Shop Tools, Work Tables, Tool Boxes, Hand Tools, Shelving, Pallet Racks, Lots of Plate Steel & Metal, Pipe, Lumber, Winches, Pet Pens, Old Vehicles for Restoration, Vehicle Parts, Sprayers and Fishing Gear

DAY 2

Auction STARTS @ 9:07am | Live ON-SITE and ONLINE bidding on LOTS 73-171 Thursday @ 11:01am | GUN + RIFLE COLLECTION LOTS 301-349 FRIDAY @ 2:01pm: 50+ Guns, Ammo & Accessories, Pedal Cars, Framed Art, Fine Jewelry, All Household Items, Statues & Signed Figures, Arrowheads, Antiques, Lots of Ladies & Men's Hats, Huge Variety of Vintage Items and Collectibles | **RARE COLLECTION OF 30+ RIFLES! Winchester, Henry, Benjamin Franklin and More! Most Rifles in this Collection PreDate 1890**

OWNERS: KG & JUDY PARHAM • DON'T MISS THIS ONCE IN A LIFETIME AUCTION!

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The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

- 230901 Audio Visual Equipment, Supplies, and Services
- 230902 Permanent Modular Buildings JOC
- 230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
- 230904 Books, Library, and Educational Materials
- 230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

PUZZLE SOLUTIONS FROM PAGE 5

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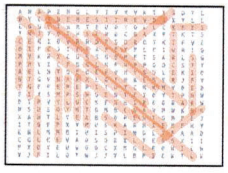

EMPLOYMENT

Jack of all trades needed full time

Ferndale Fishing Club is looking to hire someone with experience in marine mechanics and knoledge of lake fishing. Must be able to clean and filet fish. Will also be maintaining the property, so must be able to operate lawn equipment and tractor. Also, upkeep of lodge. Must be people friendly. Must love to work outside. Must be able to lift 50 LBs. Great bonus and tips. Daily meals provided.
Property Managers:
Lodge/Office: 903-856-3492
Kristina Pierce 318-423-6703 CELL
Charles Pierce: 518-416-5520 CELL
ferndale1909@gmail.com
505 Co. Rd. 3322, Pittsburg, TX 75686

Full-time reporter

The Mount Pleasant Tribune is currently hiring for a full-time reporter.
Responsibilities will include covering news and features ranging from schools, community events, local government and breaking news.
Knowledge of AP Style, InDesign and social media is a plus!
Equal Opportunity Employer.
Send your resume to miranda@tribnow.com

Advertising representative

The Pittsburg Gazette has an immediate opening for an advertising consultant to interact with Camp County businesses sharing the print, online and digital products now offered.

The new team member may have some experience - or we will train the right candidate. The position is full-time and includes a base salary plus a monthly commission plan, health insurance, paid vacation, holidays, sick pay and more.

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TexSCAN Week of Sept. 3-9, 2023

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AUCTION

Collector's 2 Day Auction – Thurs., Sept. 14 & Fri., Sept. 15, 2023. Starts at 9:07 a.m., online and on-site bidding, 452021 E. 320 Rd., Afton, OK 74331. 50+ guns will sell on Friday. Metal storage containers, portable building, trucks, tractors, backhoe, guns, ammo & accessories, art, fine jewelry and much more. Chupps Auction & Real Estate, www.chuppsauction.com, (918) 638-1157.

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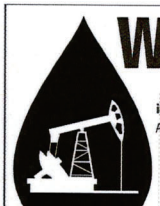

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LEGAL

Notice to Creditors

Notice to Creditors and Others in the estate of Darnell Delano Thomas Sr, deceased, late of Pittsburg, Texas, who died on December 27, 2022. Take notice that all persons having claims upon the estate of the above named must file with the undersigned Estate Trustee a full statement of their claims and of securities held by them within the time and in the manner prescribed by law.

Estate of Darnell Delano Thomas Sr.
C/O Gladys M Williams
Trustee
1020 Jackson Keller Rd. #307
San Antonio, TX 78213

Dated the 1st day of September, 2023

Garland A Ervin I
2973 FM 993
Pittsburg, TX 75686
Telephone: 713-392-7034
TWRE.Trust@outlook.com

Notice to Creditors

Notice to Creditors and Others in the estate of Helen Lena Thomas, deceased, late of Pittsburg, Texas, who died on June 27, 2023. Take notice that all persons having claims upon the estate of the above named must file with the undersigned Estate Trustee a full statement of their claims and of securities held by them within the time and in the manner prescribed by law.

Estate of Helen Lena Thomas
C/O Gladys M Williams
Trustee/Executor
1020 Jackson Keller Rd. #307
San Antonio, TX 78213

Dated the 1st day of September, 2023

Garland A Ervin I
2973 FM 993
Pittsburg, TX 75686
Telephone: 713-392-7034
TWRE.Trust@outlook.com

CITATION BY PUBLICATION - TRC 109

THE STATE OF TEXAS: | Cause No. CV-23-04028

CARRINGTON MORTGAGE SERVICES LLC | IN THE CV DISTRICT COURT

VS | OF

CYNTHIA SIMMONS, DENNIS LAVELL SIMMONS,JR, KRISTY GREEN, DETRA ROBINSON, AND THE UNKNOWN HEIRS AT LAW OF DENNIS L. SIMMONS, DECEASED, DEFENDANTS. IN RE: 110 BASIN STREET, PITTSBURG, TEXAS 75686 | CAMP COUNTY, TEXAS

ORIGINAL

TO: CYNTHIA SIMMONS, DENNIS LAVELL SIMMONS,JR, KRISTY GREEN, DETRA ROBINSON, AND THE UNKNOWN HEIRS AT LAW OF DENNIS L. SIMMONS, DECEASED, DEFENDANTS. IN RE: 110 BASIN STREET, PITTSBURG, TEXAS 75686, Defendant- GREETING

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 am on the Monday next following the expiration of 20 day after the date you were served this citation and petition, a default judgment may be taken against you."

You are hereby commanded to appear by filing a written answer to the Plaintiff's Petition at or before 10:00 o'clock A.M. on the Monday next after the expiration of 42 days after the date of issuance of this citation the same being Monday before the Honorable CIVIL DOCKET Court of Camp County, at the Courthouse in said County in Pittsburg, Texas. Said Plaintiff's Petition was filed in said court on the 04/10/2022 in the above entitled cause.

A brief statement of the nature of this suit is as follows, to-wit: as is more fully shown by Plaintiff's Petition on file in this suit.

Plaintiff Carrington Mortgage Services LLC, its successors in interest or assigns, by and through its attorney of record Joseph M Vacek of Robertson, Anschutz, Schneid, Crane & Partners, PLLC, 5801 Executive Dr., Suite 400, Irving, Texas 75038, brought suit against Cynthia Simmons, Dennis Lavell Simmons ,Jr., Kristy Green, Detra Robinson, and The Unknown Heirs of Dennis L. Simmons, deceased and any other person claiming any subordinate right, title and/or interest in 110 Basin Street, Pittsburg, Texas 75686 ("Property"), and legally described as:

ALL THAT CERTAIN LOT OR PARCEL OF LAND, SITUATED IN CAMP COUNTY, TEXAS, A PART OF THE NANCY GLASS SURVEY, AND BEING KNOWN AS LOT NO. 16 OF HARLEM HEIGHTS ANNEX ADDITION OF RECORD IN VOLUME 54, PAGE 839, CAMP COUNTY DEED RECORDS, SAID LOT FRONTING 50 FEET ON LENNOX STREET AND RUNNING BACK NORTH 100 FEET ON BASIN STREET.

Issued and given under my hand and seal of said Court at Pittsburg, Texas this 31st day of August, 2023.

Attorney for Plaintiff or Plaintiff:
Joseph M. Vacek
5801 Executive Drive, Suite 400
Irving, Texas 75038

Clerk of the Court:
KELLY GUNN
CAMP County, Texas
By: Deputy

10:40 AM

NOTICE TO CREDITORS

Notice is given that original Letters of Independent Administration for the **Estate of Mary Susan Duke** were issued on September 7, 2023, in Cause No. P-23-10354, pending in the County Court of Camp County, Texas, to **April Renee Robertson.**

All persons having claims against the estate, which is presently being administered, are required to submit them, within the time and manner prescribed by law, and before the estate is closed, addressed as follows:

Estate of Mary Susan Duke
c/o Lance W. Hinson Attorney at Law
311 E 16th Street
Mt. Pleasant, TX 75455

Dated September 11, 2023.

By /S/ Lance W. Hinson
Attorney for April Renee Robertson
State Bar No.: 09709400

8	5	4	7	6	3	9	1	2
1	6	3	8	9	2	4	5	7
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4	7	5	3	1	9	2	6	8
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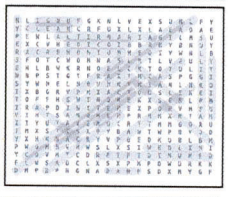
PUZZLE SOLUTIONS FROM PAGE 5



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The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

- 230901 Audio Visual Equipment, Supplies, and Services
- 230902 Permanent Modular Buildings JOC
- 230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
- 230904 Books, Library, and Educational Materials
- 230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

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tips@tips-usa.com

August 28, 2023

Tony Hagerich
Russell Johns Associates LLC

Please print the following **LEGAL NOTICE: Thursday, September 7, 2023, AND Thursday, September 14, 2023**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,

Shelley Black
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

October 16, 2023

Affidavit of Publication

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, the company handling the advertising matters for the USA Today, a daily newspaper distributed within the United States.

TIPS public notice was placed in the USA Today as a public notice on the following dates:

September 7th, 2023
September 14th, 2023

Anthony Pacini

On this 16 day of October, 2023 I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Notary

ANTHONY HAGERICH
Notary Public, State Of Florida
Commission No. HH 424418
My Commission Expires: 7/23/2027

MLB puts Dodgers ace Urias on administrative leave after arrest

Bob Nightengale USA TODAY

Los Angeles Dodgers ace Julio Urias was placed on administrative leave Wednesday by Major League Baseball while it investigates his arrest on felony domestic violence charges on Sunday night, likely ending his regular season.

Urias

Urias, who did not accompany the Dodgers on their road trip, could be on MLB's administrative leave for two weeks before the players association grants approval for an extension. The restricted list is originally for seven days, and MLB can ask the union for an additional seven days which "consent shall not be unreasonably withheld." If MLB's investigation is not completed, he could be placed on the restricted list, subject to the union's approval.

"I was shocked, everyone was," Dodgers manager Dave Roberts told reporters. "It is just an extremely unfortunate circumstance for everyone. Right now, it's essentially in the authorities' and Major League Baseball's court, to do their due diligence. Obviously Julio is not here with us, and for us, we're just sitting and waiting as the process continues until we know more."

Urias, 27, who was expected to be among the most sought-after free agents in baseball this winter, perhaps commanding close to $200 million, has a court date of Sept. 27.

He was arrested by Exposition Park officers after a Major League Soccer game involving Inter Miami vs. LAFC on Sunday night at BMO Stadium when at least one witness alerted police of a potential domestic battery involving Urias' wife. He was arrested on a charge of "corporal injury on a spouse." He was released from the LAPD Metropolitan Detention Center on $50,000 bail.

If convicted, he can be punished with imprisonment in the state prison for up to four years, according to Penal Code 273.5, or in a county jail for no more than a year, or fined up to $6,000.

The Department of Public Safety, the arresting agency, has yet to provide details of the arrest.

The Dodgers announced Wednesday that they would be replacing Urias' bobblehead night at Dodger Stadium, which had been scheduled for Sept. 21.

Urias also was arrested on suspicion of domestic battery in 2019 when witnesses saw him push a woman in a parking lot, but he was not charged. He received a 20-game suspension under MLB's domestic violence policy.

Urias, 27, had been one of the best starters in baseball over the past three years. He has struggled this season, going 11-8 with a career-high 4.60 ERA.

49ers' Nick Bosa new highest-paid defender

Tyler Dragon USA TODAY

Negotiations took longer than anticipated, but Nick Bosa and the San Francisco 49ers have a deal.

They agreed to a five-year, $170 million extension with $122.5 million guaranteed, making the pass rusher the highest-paid defensive player in NFL history, a person with knowledge of the deal told USA TODAY Sports on Wednesday. The person spoke on condition of anonymity because they aren't authorized to discuss financial terms of the agreement.

ESPN was first to report the news.

The 25-year-old, who passes Los Angeles Rams tackle Aaron Donald as the top-paid defender, had been holding out. Entering the final year of his rookie deal, Bosa was due to make $17.9 million. He registered an NFL-high 18.5 sacks, 51 tackles, two forced fumbles and 48 QB hits as he helped the 49ers become the league's No. 1-ranked defense in 2022. His performance earned him the NFL Defensive Player of the Year award as well as his first All-Pro recognition.

Alcantara likely out for rest of '23

Gabe Lacques USA TODAY

Sandy Alcantara, the reigning National League Cy Young Award winner and ace of the playoff-contending Miami Marlins, will go on the 15-day injured list with a right forearm flexor strain, an injury that will likely end his season.

Alcantara

The Marlins announced the injury Wednesday, three days after Alcantara pitched eight innings and earned his seventh win of the season in a 6-4 victory over the Washington Nationals. The club also said slugger Jorge Soler is going on the IL with an oblique strain.

Alcantara leads the NL in complete games with three, but his ERA soared to 4.14 and his adjusted ERA tumbled from 176 to a near league average 105.

Going into Wednesday, the Marlins had 24 games left and were a half-game behind Cincinnati for the final NL wild-card spot in a crowded race.

WEEKEND AUTO RACING PREVIEW

NASCAR Cup Series

Hollywood Casino 400

TV: 3 p.m. EDT Sunday, USA

Track: Kansas Speedway in Kansas City

2021 series champion Kyle Larson is the first to advance to the second round after winning the opening race of the first round of the playoffs Sunday. Playoff drivers took the first seven spots: Tyler Reddick was second, followed by Chris Buescher, William Byron, Ross Chastain, Brad Keselowski and Wallace. The rest of the playoff field had Kyle Busch 11th, Joey Logano 12th, Ricky Stenhouse Jr. 16th, Martin Truex Jr. 18th, Kevin Harvick 19th, pole-sitter Christopher Bell 23rd and Michael McDowell 32nd.

NASCAR Xfinity Series

Kansas Lottery 300

TV: 3 p.m. EDT Saturday, NBC

Track: Kansas Speedway

Austin Hill leads John Hunter Nemechek by 23 points, with Justin Allgaier another 10 back. They are the only three with a shot to claim the regular-season title. Saturday's race will decide the postseason field.

NASCAR Craftsman Truck Series

Kansas Lottery 200

TV: 9 p.m. EDT Friday, FS1

Track: Kansas Speedway

Ty Majeski and Grant Enfinger, winners of the first two playoff races, plus Carson Hocevar, Christian Eckes and Cory Heim have clinched berths in the second round. ... Heim leads all drivers with 15 top-10 finishes despite having run just 17 races while the rest of the title contenders have raced 18 times.

NTT IndyCar Series

Firestone Grand Prix of Monterey

TV: 2:30 p.m. EDT Sunday, NBC

Track: WeatherTech Raceway Laguna Seca in Monterey, California

Alex Palou's title-clinching victory last Sunday marked the first time the series championship has been decided before the final race since Dan Wheldon did it in 2005. Palou's first four of his five 2023 victories came in a span of five races. The series championship is his second in three years.

– Associated Press

COLLEGE FOOTBALL WEEK 2 SCHEDULE

Schedule provided by NCAA.com. Times p.m. EDT unless otherwise stated; times and s subject to change.

Matchup	Time	Network
Thursday		
Louisville vs. Murray State	7:30	ACC
Friday		
Indiana vs. Indiana State	7	Big Ten
Rhode Island vs. Stony Brook	7	FloSports
Kansas vs. Illinois	7:30	ESPN2
Saturday		
Wake Forest vs. Vanderbilt	11 a.m.	ACC
Army vs. Delaware State	Noon	CBSSN
Colorado vs. Nebraska	Noon	FOX
Georgia vs. Ball State	Noon	SEC
Ohio State vs. Youngstown State	Noon	Big Ten
Penn State vs. Delaware	Noon	Peacock
Virginia Tech vs. Purdue	Noon	ESPN2
Baylor vs. Utah	Noon	ESPN
N.C. State vs. Notre Dame	Noon	ABC
Boston College vs. Holy Cross	Noon	ESPN+/ACCN+
Virginia vs. James Madison	Noon	ESPNU
Kansas State vs. Troy	Noon	FS1
Georgetown vs. Sacred Heart	12:30	ESPN+
Georgia Tech vs. South Carolina State	1	ESPN+/ACCNX
Presbyterian vs. Virginia Lynchburg	1	ESPN+
Central Michigan vs. New Hampshire	1:30	ESPN+
Bowling Green vs. Eastern Illinois	2	ESPN+
South Dakota vs. St. Thomas (Minn.)	2	ESPN+
Clemson vs. Charleston Southern	2:15	ACC
Western Carolina vs. Samford	2:30	ESPN+
Kentucky vs. Eastern Kentucky	3	ESPN+/SECN+
BYU vs. Southern Utah	3	ESPN+
The Citadel vs. Campbell	3	ESPN+
Iowa State vs. Iowa	3:30	FOX
Miami (Fla.) vs. Texas A&M	3:30	ABC
Michigan vs. UNLV	3:30	CBS
Michigan State vs. Richmond	3:30	Big Ten
Northwestern vs. UTEP	3:30	Big Ten
Tulane vs. Ole Miss	3:30	ESPN2
UMass vs. Miami (Ohio)	3:30	ESPN+
UTSA vs. Texas State	3:30	ESPN+
Navy vs. Wagner	3:30	CBSSN
Northern Illinois vs. Southern Illinois	3:30	ESPN+
Toledo vs. Texas Southern	3:30	ESPN+
Syracuse vs. Western Michigan	3:30	ESPN+/ACCNX
North Dakota State vs. Maine	3:30	ESPN+
Arkansas vs. Kent State	4	SEC
East Carolina vs. Marshall	4	ESPNU
Wyoming vs. Portland State	4	Mountain West
San Jose State vs. Cal Poly	4	NBC Sports Bay Area
Western Illinois vs. Illinois State	4	ESPN+
North Dakota vs. Northern Arizona	4	ESPN+
Northern Colorado vs. UIW	4	ESPN+
Washington vs. Tulsa	5	Pac-12
South Alabama vs. SE Louisiana	5	ESPN+
Tennessee vs. Austin Peay	5	ESPN+/SECN+
UNI vs. Weber State	5	ESPN+
North Carolina vs. Appalachian St.	5:15	ACC
East Tennessee St. vs. Carson-Newman	5:30	ESPN+
Liberty vs. New Mexico State	6	ESPN+
Old Dominion vs. Louisiana	6	ESPN+
Duke vs. Lafayette	6	ESPN+/ACCNX
Oklahoma vs. SMU	6	ESPN+
West Virginia vs. Duquesne	6	ESPN+
Georgia Southern vs. UAB	6	ESPN+
Florida Atlantic vs. Ohio	6	ESPN+
Akron vs. Morgan State	6	ESPN+
Buffalo vs. Fordham	6	ESPN+
Bryant vs. Long Island	6	ESPN+
Robert Morris vs. St. Francis (PA)	6	ESPN+
Bucknell vs. VMI	6	ESPN+
Gardner-Webb vs. Elon	6	ESPN+
Chattanooga vs. Kennesaw State	6	ESPN+
Florida International vs. North Texas	6:30	ESPN+
Pitt vs. Cincinnati	6:30	CW
Alabama vs. Texas	7	ESPN
Coastal Carolina vs. Jacksonville State	7	ESPN+
Georgia State vs. UConn	7	ESPN+
Louisiana Tech vs. Northwestern State	7	ESPN+
Missouri vs. Middle Tennessee	7	ESPN+/SECN+
Western Kentucky vs. Houston Christian	7	ESPN+
Texas Tech vs. Oregon	7	FOX
Boise State vs. UCF	7	FS1
Rice vs. Houston	7	NFL
South Florida vs. Florida A&M	7	ESPN+
Arkansas State vs. Memphis	7	ESPN+
Nevada vs. Idaho	7	NSN/Mountain West
Stephen F. Austin vs. Alcorn State	7	ESPN+
Southern vs. Jackson State	7	ESPN+
Central Arkansas vs. Texas College	7	ESPN+
Tarleton State vs. North Alabama	7	ESPN+
South Dakota State vs. Montana State	7	ESPN+
UT Martin vs. Missouri State	7	ESPN+
Southeast Missouri State vs. Lindenwood	7	ESPN+
Drake vs. Northwestern (Iowa)	7	ESPN+
Mercer vs. Morehead State	7	ESPN+
Stetson vs. Webber International	7	ESPN+
Florida vs. McNeese	7:30	ESPNU
LSU vs. Grambling	7:30	ESPN+/SECN+
Maryland vs. Charlotte	7:30	NBC
Minnesota vs. Eastern Michigan	7:30	Big Ten
Mississippi State vs. Arizona	7:30	SEC
Rutgers vs. Temple	7:30	Big Ten
South Carolina vs. Furman	7:30	ESPN+/SECN+
Washington State vs. Wisconsin	7:30	ABC
San Diego State vs. UCLA	7:30	CBS
Sam Houston vs. Air Force (NRG Stadium in Houston, Texas)	8	CBSSN
TCU vs. Nicholls	8	ESPN+
UL Monroe vs. Lamar	8	ESPN+
New Mexico vs. Tennessee Tech	8	Mountain West
Florida State vs. Southern Miss	8:30	ACC
Oregon State vs. UC Davis	9	Pac-12
Utah Tech vs. Montana	9	ESPN+
Fresno State vs. Eastern Washington	9	UniMás/Mountain West
Sacramento St. vs. Texas A&M-Commerce	10	ESPN+
Southern Cal vs. Stanford	10:30	FOX
Cal vs. Auburn	10:30	ESPN
Arizona State vs. Oklahoma State	10:30	FS1
Hawaii vs. Albany	12 a.m.	Spectrum Sports PPV

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For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **School Buses with Related Accessories, Supplies, Parts, and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov**

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than October 26, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at **www.tips-usa.com** for the following categories:

- **230901 Audio Visual Equipment, Supplies, and Services**
- **230902 Permanent Modular Buildings JOC**
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Football team, league switch keep Colorado chancellor busy

Brent Schrotenboer
USA TODAY

BOULDER, Colorado – Phil DiStefano has had quite a year as chancellor of the University of Colorado Boulder. Since early December, he has:

- Hired Deion Sanders as his head football coach.
- Decided to have Colorado leave the Pac-12 after 13 years, helping contribute to the league's collapse.
- Decided to rejoin the Big 12 Conference after leaving it in 2011.
- More recently, he's watched his university's football team become arguably the biggest story in American sports after starting the season 2-0 under Sanders, including a big win against Nebraska last Saturday at Folsom Field.

USA TODAY Sports interviewed him about all of this and more in his office on campus the day before that home opener.

Is Colorado putting too many eggs in Sanders' basket? Didn't the Pac-12's presidents and chancellors turn down a good deal last year that could have kept the league together? And why did he pull the plug on the Pac-12 before he even knew for sure what the league could offer Colorado in revenue-sharing for the future?

"I could have been wrong," DiStefano said.

To be clear, sports is not his primary focus. He's a lifelong educator who has been in charge of the campus as chancellor since 2009, including athletics. But the Buffaloes have grabbed national headlines recently, leading both ESPN and Fox Sports to send their Saturday game-day shows to Boulder this week. "60 Minutes" is coming to town, too, according to a recent video published by Sanders' son Deion Jr. All want to capitalize on the big viewership numbers being delivered by "Coach Prime" after he took over a team that finished 1-11 last year.

Colorado football coach Deion Sanders has the Buffaloes off to a 2-0 start after beating Nebraska.
RON CHENOY/USA TODAY SPORTS

Colorado's big bet on Sanders: 'Why not?'

Before the season, the university even filmed a nationally televised commercial that promotes CU Boulder by showcasing it as a "Prime" destination with "Coach Prime" on board. DiStefano appears in the ad at the end, noting the campus has a "Prime location" with its scenic backdrop.

But there were no guarantees Sanders would be successful when they filmed this advertisement for the university. He hadn't even coached a game yet. Skeptics might question whether Colorado has placed too many eggs in Sanders' basket, which could fall and break in an unpredictable sport.

DiStefano sees it differently.

"Yeah, I think for this first year, why not?" DiStefano said. "I mean, it's the biggest story in sports, not only in college sports. In sports. So why not?"

Why they ditched the Pac-12

DiStefano and his athletic director, Rick George, had decided they couldn't wait forever on the Pac-12 to give them concrete projections for what the league could provide them in revenue under a new media rights deal starting next year.

So they bailed and signed a grant-of-rights agreement with the Big 12 that lasts through June 2031.

He previously told USA TODAY Sports he would wait to see the numbers from the Pac-12 before making any decision and even expressed confidence that the Pac-12 would rank third among the Power Five conferences in revenue sharing.

All that changed in July, when Colorado faced a decision: Take a concrete offer from the Big 12 to join as a full member with a $31.7 million share of media rights revenue. Or keep waiting on the Pac-12 to show them the money.

"I was chancellor when we moved to the Pac-12 (in 2011), and it was one of the things I wanted to do, but personally I couldn't see a deal in the Pac-12 coming through of any significance," he said. "I could have been wrong."

Did he see any numbers from the Pac-12 before deciding to leave?

"Actually, I didn't," he said.

Wasn't it a risk to leave before then?

He said he could have been wrong because there was still a possibility the Pac-12 could strike a deal with a major television partner such as ESPN. It did not, but DiStefano didn't know that for sure at the time that he made the decision to leave. All he knew for sure was that the Big 12 was offering a TV package with ESPN and Fox Sports.

"What we knew was what the Big 12 could offer and that ESPN could pick up any, if it's a Power Five conference team, their share," he said. "And Fox, it would be negotiated with the Big 12. And we were confident about that just because it was Colorado and having Coach Prime (Sanders)."

What did he know at the time about Pac-12?

After Colorado decided to leave the Pac-12, the league showed remaining members a potential deal with Apple that would stream Pac-12 games on its subscription service. It was unconventional and raised questions about whether the league's schools would lose visibility if they moved away from traditional linear TV companies such as ESPN. Did DiStefano know at the time that the Pac-12 deal would not focus on linear TV?

"Well, no, because I believed there were still discussions going on with linear. But I think that's where the risk (for Colorado) might have come in. But again, I think the stability outweighed the risk."

The cost of realignment

Stability was the main reason Colorado left the Pac-12. After Colorado left, Arizona, Arizona State and Utah made the same decision to ditch the uncertain future of the Pac-12 for certain linear contract terms with the Big 12.

Washington and Oregon also decided to leave the Pac-12 for the Big Ten, forcing their athletes into a series of cross-country trips to Big Ten destinations in the Midwest and East instead of shorter trips in the West with the Pac-12. Similar long-distance travel awaits California and Stanford, which since decided to bail on the Pac-12 for the Atlantic Coast Conference based in North Carolina.

"It's definitely going to be difficult on student-athletes," DiStefano said of those schools. "Personally, what I would hope is the presidents and chancellors in the ACC and Big Ten, and athletic directors in those two conferences, really look at some creative scheduling so that these students aren't flying to Rutgers one weekend and flying back to Indiana or Ohio State the second one."

Colorado doesn't face that problem by rejoining the Big 12, because DiStefano said its travel distances won't change much.

What do you think of the Pac-12's demise?

Only two Pac-12 teams remain for 2024: Oregon State and Washington State.

"It's confirmation of how college sports are changing," he said.

Is it progress?

"Probably progress in some ways," he said. "In some ways, kind of in the middle."

Who's to blame for what happened to Pac-12?

"I'm not in the blame game at all. The presidents and chancellors in this case, No. 1 they do what's good for their institutions. And I don't know (USC president Carol Folt's) motivation or (UCLA chancellor) Gene Block's motivation. My motivation was stability for our student-athletes, making sure they had the opportunity to be on ESPN, Fox."

COLLEGE FOOTBALL WEEK 4 GAMES

Schedule provided by NCAA.com. Times p.m. EDT; times and networks subject to change.

Matchup	Time	Network
Thursday		
Bethune-Cookman at Miami (Fla.)	7:30	ACC
Navy at Memphis	7:30	ESPN
Friday		
Virginia at Maryland	7	FS1
Army at UTSA	7	ESPN
Utah State at Air Force	8	CBSSN
Saturday		
LSU at Mississippi State	Noon	ESPN
Penn State at Illinois	Noon	Fox
Florida State at Boston College	Noon	ABC
Kansas State at Missouri	Noon	SEC
Georgia Southern at Wisconsin	Noon	Big Ten
Liberty at Buffalo	Noon	CBSSN
Louisville at Indiana	Noon	Big Ten
Wake Forest at Old Dominion	Noon	
Long Island at Baylor	Noon	ESPN+
Iowa State at Ohio	Noon	
Central Connecticut at Kent State	Noon	
North Dakota at Boise State	Noon	FS1
Holy Cross at Yale	Noon	ESPN+
Cornell at Lehigh	Noon	ESPN+
Stonehill at Georgetown	12:30	ESPN+
Columbia at Lafayette	12:30	ESPN+
St. Thomas (Minn.) at Harvard	1	ESPN+
Davidson at Marist	1	ESPN+
Penn at Colgate	1	ESPN+
Weber State at Utah	2	Pac-12
VMI at North Carolina State	2	CW
UMass at Eastern Michigan	2	ESPN+
Norfolk State at Temple	2	ESPN+
Indiana State at Ball State	2	ESPN+
Lamar at South Dakota	2	ESPN+
Robert Morris at Youngstown State	2	ESPN+
Central Michigan at Notre Dame	2:30	Peacock
Illinois State at Eastern Illinois	3	ESPN+
Florida Memorial at Grambling	3	ESPN+
Stetson at Montana State	3	ESPN+
South Carolina at Georgia	3:30	CBS
Alabama at South Florida	3:30	ABC
San Diego State at Oregon State	3:30	FS1
Oklahoma at Tulsa	3:30	
Western Michigan at Iowa	3:30	Big Ten
Northwestern at Duke	3:30	ACC
Virginia Tech at Rutgers	3:30	Big Ten
Florida International at UConn	3:30	CBSSN
East Carolina at Appalachian State	3:30	ESPN+
Minnesota at North Carolina	3:30	
Central Arkansas at North Dakota State	3:30	ESPN+
Drake vs. South Dakota State (Minneapolis)	3:30	ESPN+
Western Kentucky at Ohio State	4	Fox
UL Monroe at Texas A&M	4	SEC
Tulane at Southern Miss	4	ESPNU
Idaho at Cal	4	
Utah Tech at Northern Arizona	4	ESPN+
SE Louisiana at Eastern Washington	4	ESPN+
North American Univ. at Portland State	4	ESPN+
Brown at Bryant	4	ESPN+
William & Mary at Charleston Southern	4	ESPN+
Princeton at San Diego	4	ESPN+
Washington at Michigan State	5	Peacock
North Carolina Central at UCLA	5	
Northern Colorado at Washington State	5	
Furman at Kennesaw State	5	ESPN+
Towson at Morgan State	5	ESPN+
Georgia State at Charlotte	6	ESPN+
Western Carolina at Eastern Kentucky	6	ESPN+
UNI at Idaho State	6	ESPN+
Gardner-Webb at Tennessee State	6	ESPN+
Presbyterian at Wofford	6	ESPN+
The Citadel at Chattanooga	6	ESPN+
Villanova at UCF	6:30	ESPN+
Tennessee at Florida	7	ESPN
Samford at Auburn	7	ESPN+/SECN+
North Texas at Louisiana Tech	7	ESPN+
Murray State at Middle Tennessee	7	ESPN+
Northern Illinois at Nebraska	7	FS1
Vanderbilt at UNLV	7	CBSSN
Miami (Ohio) at Cincinnati	7	ESPN+
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East Tennessee State at Austin Peay	7	ESPN+
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Stephen F. Austin at Northwestern State	7	ESPN+
Southern Illinois at Southeast Missouri State	7	ESPN+
Lindenwood at Western Illinois	7	ESPN+
Bowling Green at Michigan	7:30	Big Ten
Georgia Tech at Ole Miss	7:30	SEC
BYU at Arkansas	7:30	ESPN2
Akron at Kentucky	7:30	ESPNU
Syracuse at Purdue	7:30	NBC
Pitt at West Virginia	7:30	ABC
Florida Atlantic at Clemson	8	ACC
Wyoming at Texas	8	Longhorn
Hawaii at Oregon	8	Pac-12
TCU at Houston	8	Fox
New Mexico State at New Mexico	8	Mtn West
Sacramento State at Stanford	8	
Lincoln (Calif.) at Cal Poly	8	ESPN+
Ferris State at Montana	8	ESPN+
UIW at Abilene Christian	8	ESPN+
Jackson State at Texas State	8:30	ESPN+
Colorado State at Colorado	10	ESPN
Southern Utah at UC Davis	10	ESPN+
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A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov**

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

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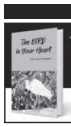

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Royals complete wild comeback vs. White Sox on walk-off balk

BY JAYLON THOMPSON
jathompson@kcstar.com

Kauffman Stadium played host to an impromptu home run derby Tuesday night — one that also featured a big comeback and (another) walk-off balk.

The Kansas City Royals and Chicago White Sox combined for six homers and 13 runs in a September slugfest. The Royals prevailed with a 7-6 victory over their American League Central rival.

"Prior to this year, I can only remember it two other times total," Royals manager Matt Quatraro said of the improbable balk-off win. "Definitely not in the same season."

To that end, Tuesday marked the second time this season KC won on a walk-off balk. Plenty of action happened before it.

Chicago scored five runs in the second inning and eventually took a 6-0 lead. White Sox infielders Yoan Moncada and Korey Lee homered in the second. Lee, who entered the game hitting .040, blasted a three-run shot for his first career homer.

Royals starter Brady Singer wasn't efficient in his return to the mound. The Royals skipped his last start and he was reinstated from the paternity list this week. Singer allowed nine hits, six runs and struck out two batters.

"That was a good win, and it was really good to see the guys battle back there," Singer said. "I put them in a pretty big hole. It's something that we have done all year — work really hard to stay in the game. They pulled it off tonight, and it was a good team win."

Indeed, KC chipped away at the deficit. The Royals hit three homers, starting with two in the fourth inning. An inning later, outfielder MJ Melendez hit a solo shot in the fifth.

White Sox starter Dylan Cease was chased from the game. He allowed five runs in 5 1/3 innings of work.

"You don't chip away unless the pitching keeps them right where they are at," Quatraro said. "The three (scoreless innings) from Zerp (Angel Zerpa) were really big."

The White Sox failed to overcome their leaky bullpen. The Royals tied the game in the ninth inning as shortstop Bobby Witt Jr. — who hopes to reach the famed 30-30 MLB mark this month — hit an RBI double.

KC won it as White Sox reliever Gregory Santos balked to score the winning run. Maikel Garcia crossed the plate as the Royals completed another comeback victory.

"There is certainly confidence that we have done this before," Royals second baseman Michael Massey said. "Nobody is going to quit and nobody has quit all year. I think you are seeing that in this game and in the clubhouse."

The Royals improved to 44-96.

Jaylon Thompson: @jaylonthompson

FROM PAGE 1B

NASCAR

and Hendrick Motorsports, which supplies engines to JTG.

"Anytime you can win a race, to get a Daytona 500 win was next level," Stenhouse said. "For our career, for all our partners and fans, and every single one of us on our team ... what I was most excited about was knowing how hard a lot of people had worked at JTG, some had been in the industry for 30 years and hadn't gotten that win.

"Or some had worked and gotten wins but never had that Daytona 500 win. It's a huge win, a career win for anybody on our race team and really propelled us so far to have a good season."

Ten years ago, Stenhouse appeared to be a rising star, becoming just the sixth driver to win consecutive Xfinity Series championships in 2011-12 and earning Cup Rookie of the Year honors in 2013 for Roush Fenway Racing.

He qualified for the Cup playoffs in 2017 after winning Talladega and also won the summer race at Daytona. Then, Stenhouse's career cratered. He lost his ride with Roush Fenway after the 2019 season and resurfaced with JTG, the only NASCAR team with both minority (Brad Daugherty) and female (Jodi Geschicher) ownership.

Through the adversity, he never lost faith in himself.

"I definitely never thought about giving up," said Stenhouse, who had gone 199 starts without a win until this year's Daytona 500. "I felt like, yeah, 2017, winning a couple races was huge for us, but I'll even look back at that season, and we still weren't super stellar. We had our ups and downs. But obviously two wins kind of puts a Band-Aid on some of those things that you can overlook.

MIKE DINOVO USA TODAY Sports

Ricky Stenhouse Jr. has good reason to believe a one-car entry can win a NASCAR Cup championship. After all, it's happened before.

"But I think for me, coming to JTG Daugherty Racing was a nice reset. I came from Roush Fenway Racing and saw all the resources that they had and the support from the manufacturer, and then I went to JTG Daugherty Racing, and honestly, I was surprised at how much nice equipment and how they ran things."

Stenhouse also believed JTG's moving from a two-car to a single-car team was beneficial.

"We've been able to put a lot of focus on the 47 car, and everybody in the shop," he said. "The details are really paid attention to."

It also helped that Stenhouse, 35, was reunited this year with Mike Kelley, who served as crew chief when they won the two Xfinity championships.

"Mike's been a great asset," Stenhouse said. "He saw the ins and outs of building this new race car, seeing what we struggled with over the last year, and being able to come in and maybe do things a little differently.

"He's got the confidence in me, and he makes a lot of the crew members feel they're the best in the garage. That's what it takes when everybody has cars that are identical, you have to make sure you believe in yourself and the people behind you, and he's brought that leadership to the team."

On the morning of the Daytona 500, Kelley, as was his custom during their Xfinity days, left a note on the roll bar in the race car that only Stenhouse could see.

"We Believe."

"That's been our team's motto all offseason, 'We believe,'" Kelley said after the Daytona 500 win. "We're a small team. But I have 45 people that believe in what we're trying to accomplish. We're trying to get people to believe in Ricky Stenhouse again. We're trying to get people to believe in myself and the vision that we have."

The 47 team did not get off to good start in the playoffs, as Stenhouse finished 16th last week at Darlington and sits 15th in the 16-driver field, four points behind the cutoff line for advancing to the Round of 12.

Stenhouse won't let that get him down.

"The one thing about Ricky is his confidence is there," Kelley said. "I've worked with a lot of drivers ... some really great drivers, and the one thing Ricky does different than every single driver I've ever worked with is ... he has the ability to shut off what happened before better than anyone.

"If we have a bad practice, the next practice he believes he still has a shot at winning the race, or a bad pit stop he believes he's going to be able to do it."

Even with a one-car team.

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NOTICE
The Hickman Mills C-1 School District, McCownGordon Construction and LM2 will be accepting sealed bids for a full remodel of an existing 34,000 SF office building at 10301 Hickman Mills Drive, Kansas City, MO 64137 which will become the new home of the district's Real World Learning Center. Project scope include final clean, demolition, concrete, polished concrete, masonry, structural steel, general trades, joint sealants, overhead doors, glazing, drywall, tile, flooring, painting, signage, operable partitions, food service equipment, window treatments, fire suppression, plumbing, HVAC, Electrical, shoring, asphalt, and landscaping.
Bids will be accepted by McCown-Gordon Construction 850 Main St, Kansas City, MO 64105 on September 28st, 2023, at 2:00PM or electronically through Building Connected. The bids will be read aloud publicly via Zoom meeting at 2:00PM. Bids received after said time will not be opened and returned. This project is tax exempt and has prevailing wage requirements per Wage Order #29 for Jackson County, Missouri. MBE/WBE/DBE are encouraged to participate.
Contractors and sub-contractors may obtain bidding documents on or after September 11th, 2023, by emailing: ahall@mccowngordon.com
The Hickman Mills Board of Education reserves the right to reject any or all bids and reserve the right to be the sole judge of what it considers the lowest responsible bid. McCownGordon Construction, LM2 Construction, and the Hickman Mills are Equal Opportunity Employers.
IPL0138464
Sep 7 2023

BIDS
Bids for Paved Trail Repair, Weston Bend State Park, Weston, MO, Project No. X2117-01 will be received by FMDC, State of MO, UNTIL 1:30 PM, 9/14/23. Bidders must be registered to bid. This is an equal opportunity bidding event and MBE/WBE firms are encouraged to respond. Federal funds are being used in the project, and all relevant federal, state and local requirements apply. Project information available at: http://oa.mo.gov/facilities
IPL0136666
Aug 24-25,27-Sep 1,3-8,10-15,17 2023

ACCEPTING BIDS
The City of KCMO will accept sealed bids for Project: 81000837- Relief Sewer: Hardesty Ave & 31st Street until 2PM on Tues., Sept. 19, 2023, at 4800 E. 63rd St., Kansas City, Mo. 64130. Please visit the KCMO Planroom website to learn more about the project and bid requirements, www.kcmoplanroom.org.
IPL0137391
Aug 29-Sep 1,3-8 2023

BIDS ACCEPTED
The City of KCMO will receive Bids by 2:00 PM, on 9/20/2023 at Parks and Recreation for 70237000 – HOLMES PARK PLAYGROUND DESIGN-BUILD. Please Log into the KCMO Planroom using www.kcmoplanroom.org for more info.
IPL0137503
Aug 30-Sep 1,3-8,10 2023

BIDS ACCEPTED
The City of KCMO will receive sealed Bids until 2:00 PM, on Tuesday, October 17, 2023 at the KCAD for 62220557 – Overhaul Basin Roof Drain pair. Please Log into the KCMO Planroom for more details at www.kcmoplanroom.org.
IPL0137627
Sep 1,3-8,10-12 2023

NOTICE
The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)
Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.
IPL0137628
Sep 7,14 2023

BIDS ACCEPTED
Bids for Paved Bike/Pedestrian Trail, Trail Network at Knob Noster State Park, Project No. X2226-01, will be received by FMDC, State of MO, UNTIL 1:30 PM, October 5, 2023, via MissouriBUYS. Bidders must be registered to bid. Project information available at: http://oa.mo.gov/facilities
IPL0137763
Sep 6-8,10-15,17 2023

BIDS ACCEPTED
Bids for Replace Roof System Kansas City DOLIR Office Building, Project No. O2325-01 will be received by FMDC, State of MO, UNTIL 1:30 PM, October 5, 2023. For specific project information and ordering plans, go to: http://oa.mo.gov/facilities
IPL0137889
Sep 3-8,10-13 2023

LEGAL ADVERTISEMENT
IFB B202418, Access Control Services will be received by Northwest's Purchasing Dept. until 2pm 9/19/2023. For a copy contact: Northwest Missouri State University Maryville, MO 64468, 660.562.1570
IPL0138358
Sep 7 2023

Mexico City Avenue Interchange Improvements
MoDOT Project No. KU0302

INVITATION TO BIDDERS
Bids for Mexico City Avenue Interchange Improvements will be received by Hunt Midwest Real Estate Development, Inc via email at ayoung@huntmidwest.com. Bid period begins on Tuesday, September 5, 2023 and ends at 3:00pm on Tuesday, September 26, 2023. Copies of the Bidding Documents may be obtained from Aaron Young, Director of Development for Hunt Midwest at the email address listed above.
IPL0138415
Sep 7-8 2023

Announcements

Community Events

Faulkner's Ranch
EVENT VENUE
29th PUMPKIN REASON

Pumpkin Fest
Faulkner's Ranch
Tuesday-Thursday 3pm-7pm
Friday-Sunday 10am-6pm
Sept 29 - Oct 29
25th Pumpkin Season. Pumpkin Fest includes 30+ interactive activities, locally grown pre-picked pumpkins, delicious food and drinks!

Auctions

Estate Sales

HSH Estates Inc, Sep 7-10
Th-Sa 9a-5p/Sun 9:30a-1:30p
for Fred Hulen
3518 NE Kingwood Pl
Lee's Summit MO 64064
HSHestatesales.com/816.524.3992

Garage Sales

Drumm Farm Villas Subdivision Garage Sale
Independence, MO September 8 - 9, 8am - 5pm, Subdivision entrance on Lee's Summit Rd in Indep, MO

OP KS Neighborhood Sale
Village at Deer Creek Neighborhood Garage Sale! Sept. 8 & 9, 9:00am-5:00 pm, 133rd St. & Glenwood. HUGE!

Moving Sale
Overland Park Sept 8-9, 6500 W 134th St., 9am - 5pm. Tools, furniture, bikes, 4-drawer metal file cabinet, patio furniture, linens, aviation collectables, toys and kids clothes.

Beautiful **Poodle** and **Shih Tzu** puppies looking for new homes, up to date on shots. Registered. 417 298 2033

Animals

Dogs

"Teacup"Morkiepoo
1.7 lbs@13 weeks.ADORABLE!(4-5 lbs.grown)Shots,Vet. Ball of white fur.Little guy is last one!(KC)1,700.00(417-631-6295)

Precious Cavapoo's
Male and females available. www.angelicpuppies.com 7852942194

Mini Med Goldendoodles
Beautiful/healthy, non-shedding,vet chcked,shots.816 442 0502.$1600

ACA Registered Boston Terrier Puppies
Puppies current on vaccinations and wormings. Pedigree included. 2 males 4 females. $500-$800 Call or text 417-770-1391

LABRADOODLE PUPPIES
apricot F1b medium size male, 32 wks, $500, new litter ready Oct. 6($1200). 816-297-2380

AKC Mini Schnauzer
ready now, 1 black/silver, 5 salt/pepper, $1000. 913-562-4803

Yorkie Teacup Puppies
Registered Yorkie teacup puppies. Has had S/w and health check. 30mins south of Olathe 913-849-3163

Registered Purebred Brittany
Liver and Orange. M/F Ready to go. Parents on-site. Call 660-562-9831.

French Bulldogs AKC or pet price beautiful markings 3g's, 3b's beautiful markings text 562-325-4647

German Shepherd Puppies ACA, 7 weeks, BlkrTan, males and females, UTD on shots/wormed, excellent breed, $300, call or text 816-261-3911

Bernese Mountain Dog Puppies (AKC)
www.coopercreekpuppies.com

Cockapoos
www.coopercreekpuppies.com

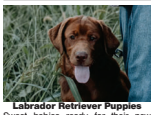
TEDDY BEARS & SCHNOODLES
Loving trainable puppies Ready to go 8wks old, Microchip 573-528-9675

Small Breed Puppies 4 Sale-Bandgkennels.com
816-261-4517/660-935-2223

Adorable Maltese Puppies!
$1200/$1400 1boy/1 girl, 10wks AKC 402-200-9425 Thanks Linda

Vizsla Puppies
Purebred Hungarian Vizsla puppies, micro-chipped, AKC registerable, shots and dewormer, tails docked, dew claws removed, farm raised, ready for new homes in October. BigRedVizslas.com 402-677-8005

Golden Retriever Golden Retriever AKC puppies raised in our loving home. UTD with shots, worming, vet checked, cuddled & spoiled. Championship Bloodline. 816-261-0845 debbysdoodles.org



Labrador Retriever Puppies
Sweet babies ready for their new homes. Potty trained, UTD on vaccines. Check website for more info: www.grimmgirlsfarm.com Phil# 785-285-2970

Mini Goldendoodle and Bernedoodl puppies Goldendoodle and bernedoodl puppies ready for their new home. Puppies have had vet check and 2 rounds of shots and wormer. Check out sunflowerdoodles.com or call Kandi at 913-237-8099. Price reduced.

SUNFLOWER DOODLES

AKC Yellow Labrador puppies Richmond, MO- $300
Call or text 816-615-9035

Beagle pups 10 wks. Purebred. Shots, dewormed. Farm raised & been around kids. $100 816-262-6596

Registered Miniature Australian Shepherd puppies, vaccinations, wormed, healthy, loyal and loving. jcross53@hotmail.com

AKC Rottweiler
Rottweiler Puppies born 7-18-23 UTD shots and wormer. Ready for new homes! bcniehues@yahoo.com

BOXER PUPPIES 3 M, 1 F, brindle & white, 12 wks, almost potty trained! $250 ea 816-787-2945

KANSASCITY.COM

AKC Shih Tzu Boys
Champion bloodlines, vet checked, shots UTD, Pet home only, $995. 785-364-6654

Standard Poodle Puppies
AKC males and females. Apricots light/dark. Health warranty Ready 9-22. Deposit holds. $750 573-619-3357

Merchandise

Want to Buy

FREON WANTED: Certified buyer looking to buy R11, R12, R22 & more! Call Xiomara at 312-697-1976.

Real Estate

For Sale

207 Jason St.
Burlington, KS
5 bd 3 bath brick Heights oasis
2-car attached, 2-car shop w/ workbench, new A/C & furnace, new class 4 roof, optional 1.4 acres. Listed on Zillow.com under "By owner & other"
620-253-5498 $379k

Service Directory

Concrete

DRIVEWAYS.PATIOS.ETC
CONCRETE PROZ. Small ad small price. Text or call 816 616 7038. Thx

Home & Business Improvement

Next Step Home Improvement decks, wood rot, brick, concrete & siding **816-915-1149**

Junk/Trash/Debris Removal

So-KC Junk Hauling
Free estimates
Joe 913-901-7323

Lawn/Garden/Landscaping/Trees

SHRUB REMOVAL
Tim 913-620-1092

Painting

Youngs Painting
(816)-606-5793

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core at 9-all, and held on rve an 11-10 White Sox in Tuesday's er at Rate Field. baseball game Royals man- uatraro said. s scored eight Toussaint. baseman Mi- y delivered

were better in that moment," Lyles said. "We will look at the film and see if there is anything that stands out. ... It could be a lot worse without a team win."

The Royals would recover late. KC added two late runs behind infield duo Maikel Garcia and Bobby Witt Jr. Both players picked up RBIs to secure the victory.

"This is a hitter's park

the White Sox. Lyles retired the first 12 batters to face him in order. He worked all corners of the strike zone and recorded three strikeouts through four innings.

Then, he hit a snag in the fifth inning.

Lyles surrendered a solo home run to Eloy Jiménez to end his bid for a perfect game. He was able to work around the mistake and get out of the

lowed seven hits and

age," Porter said. "I was

@jaylonthomp

er's rut tinues as als struggle pening game

OMPSON
star.com

command, too. I'm still working on throwing the changeup more, too. I threw some good ones that were able to get me out of some good situations."

The Royals failed to recover. White Sox's ace Dylan Cease allowed one run and struck out eight batters in 5 1/3 innings.

KC put together two rallies — in the fourth and eighth inning — to account for their offensive production. Royals designated hitter Edward Olivares drove in both runs. However, the Royals struck out 14 times against White Sox pitching.

"It's very similar to last week, we just didn't hit the home runs against him," Royals manager Matt Quatraro said. "He's got a good slider and he gets swing and miss. His fastball is in the mid to upper 90s. He elevates when he needs to or wants too. He can be tough."

Cease improved 7-7 this season. He has allowed four runs or less in four of his last six starts.

The Royals dropped to 44-101, improving to 45-101 after the Game 2 doubleheader win. The club record for losses in a season is 106.

Here are more notables from Tuesday's game:

EDWARD OLIVARES PUTS ROYALS ON BOARD IN 4TH INNING

The Royals sputtered offensively against the White Sox on Tuesday afternoon. KC collected four hits against Cease and didn't score until the fourth inning.

Olivares ensured there wouldn't be a shutout. He drilled an RBI double that scored shortstop Bobby Witt Jr. for his 10th hit since returning from Triple-A Omaha earlier this month.

"He's been putting together really good at-bats," Quatraro said. "He is one of the guys that is consistently getting a hit, putting up a good at-bat, moving a runner or whatever the case is. That's something that we need right now."

Olivares finished 2-for-4 in the game. He is hitting .458 with four homers and nine RBIs in his last eight games.

INJURY NOTES: AUSTIN COX, FREDDY FERMIN SET FOR SURGERY

The Royals provided an injury update on two key playmakers. Royals pitcher Austin Cox and catcher Freddy Fermin will be sidelined for a while.

Both players were injured in the Royals' recent series against the Toronto Blue Jays.

Cox injured his left knee — a "confirmed full tear of the ACL," per Quatraro — attempting to cover the first base bag. Fermin fractured his left middle finger during a catcher's interference. It may be be up to eight weeks before Fermin is back to full activities, Quatraro said.

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classifieds.kansascity.com

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Legals

BIDS
Bids for Paved Trail Repair, Weston Bend State Park, Weston, MO, Project No. X2117-01 will be received by FMDC, State of MO, UNTIL 1:30 PM, 9/14/23. Bidders must be registered to bid. This is an equal opportunity bidding event and MBE/WBE firms are encouraged to respond. Federal funds are being used in the project, and all relevant federal, state and local requirements apply. Project information available at: http://oa.mo.gov/facilities
IPL0136666
Aug 24-25,27-Sep 1,3-8,10-15,17 2023

NOTICE
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230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)
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IPL0137628
Sep 7,14 2023

BIDS ACCEPTED
Bids for Paved Bike/Pedestrian Trail, Trail Network at Knob Noster State Park, Project No. X2226-01, will be received by FMDC, State of MO, UNTIL 1:30 PM, October 5, 2023, via MissouriBUYS. Bidders must be registered to bid. Project information available at: http://oa.mo.gov/facilities
IPL0137763
Sep 6-8,10-15,17 2023

LEGAL ADVERTISEMENT
IFB B202415, Electrical and High Voltage Services will be received by Northwest's Purchasing Dept. until 2pm 9/25/2023. For a copy contact: Northwest Missouri State University Maryville, MO 64468, 660.562.1572
IPL0139108
Sep 14 2023

NOTICE
The City of Kansas City, Missouri will receive sealed Bids until 2:00 PM, on Tuesday, September 26, 2023 at 4800 E. 63rd Street, Kansas City, MO 64130 for Project: 80002279 – WMR in the Area of Truman Road to 27th Street, Grand Avenue to Brooklyn Avenue.. Please Log into the KCMO Planroom using the following website to obtain more details about the project and bid requirements.
www.kcmoplanroom.org.
IPL0139415
Sep 13-15,17-22,24 2023

BIDS ACCEPTED
The City of KCMO will receive sealed Bids until 2:00 PM, on Tuesday, October 3, 2023 at the KCAD for Project: 62240575 – Rehabilitate Relief Wells Phase IV. Please Log into the KCMO Planroom for more details at www.kcmoplanroom.org.
IPL0139593

EST. 2008 Faulkner's Ranch EVENT VENUE 25TH PUMPKIN SEASON

Pumpkin Fest
Faulkner's Ranch
Tuesday-Thursday 3pm-7pm
Friday-Sunday 10am-6pm
Sept 29 - Oct 29
25th Pumpkin Season. Pumpkin Fest includes 30+ interactive activities, locally grown pre-picked pumpkins, delicious food and drinks!

2023 Moon & Water Lantern Festival
ShawneeMissionParkShelter12
4:30pm - 8:30pm
Sat., Sept. 30, 2023
The activities are free to the public. The lantern and food are available for purchase online or onsite.? For event details please visit www.kccaks.org

Auctions

Estate Sales

HSH Estates Inc Sep 14-17
Th-Sa 9a-5p/Sun 9:30a-1:30p
for Becky Elliott
1360 SW Heartwood Dr
Lee's Summit MO 64081
HSHestatesales.com/816.524.3992

Garage Sales

Nottingham@Heritage Park Community Sale
Olathe Sept 14-16, 8-3, off 159th St. btwn Pflumm & Black Bob

Animals

Cats

Beautiful Ragdoll
Female 3 yo Seal Point Reasonable price 660-973-0861 Voice mail

Dogs

Small Breed Puppies 4 Sale-Bandgkennels.com
816-261-4517/660-935-2223

BOXER PUPPIES 3 white, 12 wks, almo $250 ea 816-787-29

Standard Poo
AKC males and fe light/dark. Health w Ready 9-22. Depo 573-619-3357

Havanese
AKC Havanese black wks old. Shots up cash. Call/text 816-2 information.

Pekingese
Pekingese AKC F weeks old, home ra on premises. Loves ized. Beautiful coat home only $1000 91

PUPPIES F
FRENCH BULLDOG - gorgeous puppies to their new homes at $2,000. Call or te Check out our site! nel.com

LABRADOODL
apricot F1b medium $500, new litter rea 816-297-2380

AKC Mini S
ready now, 1 black/ per, $1000. 913-562

FOR SALE
MINI POODLE PUPP tered SUTD
Call or Text Tom 417

AKC Rottweil
Born 7-18-23. UTD s Ready for forever ho 548-5557

AKC Rott
Puppies born 7-18-2 wormer. Ready for n 785-548-5557

Female Yorkies $10 Males available soon 816-559-1798 https com/hubbardkennel

Automotive

Autos fo

Chevy Si 200
ext cab z71 pa typical rust and title
runs good
816-550-2074

4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477• tips@tips-usa.com

August 28, 2023

The Journal Record

Please print the following **LEGAL NOTICE: Thursday, September 7, 2023, AND Thursday, September 14, 2023**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,

Shelley Black
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

The Journal Record
211 N. Robinson
Oklahoma City, OK, 73102
Phone: 405-278-2801 Fax: -

THE JOURNAL RECORD

(MS2537113)
The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)
Proposal is due and will be opened on **October 20, 2023, at 3:00 pm** local time. Call 866-839-8477 for problems with website or questions.
(9-7, 9-14-23)

Affidavit of Publication

To: Region 8 Education Service Center - Shelley Black
4845 US Hwy 271 N
Pittsburg, TX, 756864303

Re: Legal Notice 2537113, The Interlocal Purchasing System

State of Oklahoma }
} SS:
County of Oklahoma }

I, MaRanda Beeson, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Designee of The Journal Record, a daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. Section 106, as amended to date, for the City of Oklahoma City, for the County of Oklahoma in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in The Journal Record in consecutive issues on the following date(s):
PUBLICATION DATES: 09/07/2023 and 09/14/2023

Publishers fee: $22.04 By: MaRanda Beeson

MaRanda Beeson

Sworn to me on this 14th day of September 2023

By: Julie Traylor

Julie Traylor
Notary Public, State of OK
No. 22003754
Qualified in Oklahoma County
My commission expires on March 17, 2026

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time, or more than ninety-six hours, excluding Saturdays, Sundays and Holidays, before the time set for the opening of bids, will not be accepted. **A Bid Bond shall accompany the sealed proposal of each bidder in excess of $50,000**. No bidder may withdraw his bid within sixty (60) days after the date of bid opening stated above. The Owner reserves the right to reject any or all bids or to waive any informalities or irregularities in the bidding.

This project IS tax exempt.

(9-7, 9-14, 9-21-23)

Goods and Services

(MS2536966)

Request for Proposal: The Boys and Girls Club of Oklahoma County is seeking a HVAC contractor for their new campus at 123 SW 25th Street, Oklahoma City, OK 73109. Bids for the project are due by 5:00pm on 9/13/23. For project documents and other information, please email Monique Short, Project Manager, at info@monarchpropertiesokc.com.

(9-7, 9-8, 9-11, 9-12, 9-13-23)

(MS2537113)

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230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on **October 20, 2023, at 3:00 pm** local time. Call 866-839-8477 for problems with website or questions.

(9-7, 9-14-23)

(MS2535208)
Invitation to Bid

The Oklahoma City Housing Authority at 1700 Northeast Fourth Street, Oklahoma City, Oklahoma, is requesting sealed bids for Boiler Conference will be conducted 9:00 a.m., Thursday, September 21, 2023, at Will Rogers Courts, 1620 Heyman St,, Oklahoma City, Oklahoma. Requests for substitutions must be received in writing by 1:00 p.m., Monday, October 2, 2023. A Bid Opening will be held at 1:30 p.m., Thursday, October 12, 2023, at the Oklahoma City Housing Authority, 1700 N.E. 4th St., Oklahoma City, Oklahoma. Bid documents shall be submitted by mail or delivered to Oklahoma City Housing Authority, 1700 N.E. 4th St., Oklahoma City, Oklahoma, no later than **1:30 p.m., Thursday, October 12, 2023.** Equal Employment Opportunity. Equal Housing Opportunity.

(8-31, 9-7-23)

(MS2535210)
Request for Proposals

The Oklahoma City Housing Authority at 1700 Northeast Fourth Street, Oklahoma City, Oklahoma, is requesting proposals for Meal Service (A Senior Services Program). Request for Proposal packet may be obtained from the Assistant Executive Director - Operations, Matthew Mills at mmills@ochanet.org, by calling (405) 605-3219, or visiting www.ochanet.org. Submissions are due via email to Matthew Mills at mmills@ochanet.org no later than **9/18/2023 at 5:00 PM** central time. Equal Employment Opportunity. Equal Housing Opportunity.

(8-31, 9-7-23)

License Applications

(MS2536978)
Public Notice - Private Process Server License Application No. PSS-2023-58

In the District Court of Oklahoma County State of Oklahoma

Re: Application of Romeo Trinidad Vela for License as a Statewide Private Process Server

Notice is hereby given that Romeo Trinidad Vela has filed an application in the District Court of Oklahoma County, State of Oklahoma, in accordance with the provisions and requirements of 12 O.S. § 158.1, for a statewide private

Court Clerk
By Deputy

Romeo Trinidad Vela
9429 SE 29th St #46
Midwest City OK, 73130
(405) 408-0922

(9-7-23)

Miscellaneous

(MS2535212)

1975 Evinrude 70hp VIN# J009235
Contact Timmy Cook @ 405-201-4720

(8-31, 9-7, 9-14-23)

(MS2535870)

Notice is hereby given pursuant to Oklahoma Statutes Title 8 Section 188 that the following list of grave sites will revert to ownership by Fairlawn Cemetery Association if no person proves an ownership interest within one year of the date of this publication. If claiming an interest contact the Association at 2700 N. Shartel, OKC, OK 73103 or by phone 405-524-2559." All the below are in Block 0. The lot number is in parentheses.

Mary Peters(28), Mrs. Colender (29), Brissing (30), James Main (33), Nellie Welker-Brookings (34), Spencer Climer (35), S.G.Ray(35), Mrs. Clark Smith (36), G.F. Sawyer (37), F.C. Seegar (38), Mary A King (44,45)Luell Rees Devlin (48), E.F. Lamon (54), J.M. Bowen (56), Charles O. Biven (62), Mrs. W.A. Stewart (64), Howard Stucker (84), Dora Collier (116), P. Dismukes (118), Minnie Chapman (119), Josephine Dyer (122), Mrs. R.S. Stapleton (136), John Lansing (143), R. Behnke (150), Myrtle Gesick (158), Guy G. Fisher (159), H.P. Croff (162), Mrs. Hazel French-Wright (163), Mrs. Harry H. Williams (165), C.K,. Wangeman (194), J.W. Gillespie (210), L.P. Fahs (213), Mrs. Mabel Carley Shown (219), John Fischer (224), Mrs. E.F. Hall/Mrs. Padget/Mrs. Rinday (227), Ed & Lela Barker (228), J.D. Babcock (233), D.R. Martin (249), A.W. or O.W. Debell (251), A.J. Bohart (254), C.E. Cannon (263), E.L. Nichols (275), Fred Bonn (276),W.J. House (271)

(9-1, 9-5, 9-6, 9-7, 9-8, 9-11, 9-12. 9-13, 9-14, 9-15, 9-18, 9-19, 9-20, 9-21, 9-22-23)

Miscellaneous

(MS2537025)
(9-7-23)

ORE THE CORPORATION COMMISSION
OF THE STATE OF OKLAHOMA

YN STRICKLAND, DIRECTOR)
ONSERVATION DIVISION) CASE No.
RPORATION COMMISSION) SF2023-000326
AN ORDER TO USE STATE FUNDS)
FUNDS TO PLUG/CAP ONE OIL,)
N, AND/OR DISPOSAL WELL(S))
ON:)
438) NE/4 SE/4 Section 8, Township 7)
West, Kiowa County, Oklahoma)

NOTICE OF HEARING

HOMA: To all persons having an interest in the above-

EBY GIVEN that an Application to obtain an order of State funds and/or other funds to plug/cap the above-ated at the above-described legal description, and any e Commission deems appropriate, has been filed and Administrative Law Judge at 8:30 a.m. on the 6th day of he Oklahoma City Pollution/ Enforcement Docket.

ER GIVEN that, due to renovation work, the Commission's ce is relocating from the Jim Thorpe Office Building to the rial Office Building located in the Capitol Complex, 2401 klahoma City, OK, 73105. All docket calls and hearings n the Concourse Theater or other courtrooms located on l between the Will Rogers Memorial Office Building and

Miscellaneous

(MS2537028)
(9-7-23)

BEFORE THE CORPORATION COMMISSION
OF THE STATE OF OKLAHOMA

APPLICANT: ROBYN STRICKLAND, DIRECTOR)
OIL AND GAS CONSERVATION DIVISION) CASE No.
OKLAHOMA CORPORATION COMMISSION) SF2023-000327
RELIEF SOUGHT: AN ORDER TO USE STATE FUNDS)
AND/OR OTHER FUNDS TO PLUG/CAP ONE OIL,)
GAS, INJECTION, AND/OR DISPOSAL WELL(S))
LEGAL DESCRIPTION:)
Green J W #1 (137-00392) NW/4 NW/4 Section 3,)
Township 2 South, Range 9 West, Stephens County, Oklahoma)

NOTICE OF HEARING

STATE OF OKLAHOMA: To all persons having an interest in the above-described relief:

NOTICE IS HEREBY GIVEN that an Application to obtain an order authorizing the use of State funds and/or other funds to plug/cap the above-described well located at the above-described legal description, and any other relief that the Commission deems appropriate, has been filed and will be heard by an Administrative Law Judge at 8:30 a.m. on the 6th day of October, 2023 on the Oklahoma City Pollution/ Enforcement Docket.

NOTICE IS FURTHER GIVEN that, due to renovation work, the Commission's Oklahoma City office is relocating from the Jim Thorpe Office Building to the Will Rogers Memorial Office Building located in the Capitol Complex, 2401 N. Lincoln Blvd., Oklahoma City, OK, 73105. All docket calls and hearings will be conducted in the Concourse Theater or other courtrooms located on the concourse level between the Will Rogers Memorial Office Building and

public sale of these items will begin at **10:15 AM** and continue until all units are sold. Lien sale to be held at the online auction website, www.storagetreasures.com, where indicated. For online lien sales, bids will be accepted until 2 hours after the time of the sale specified.

PUBLIC STORAGE # 23720, 802 W Hefner Road, Oklahoma City, OK 73114, (405) 260-9057

Time: 10:15 AM

Sale to be held at www.storagetreasures.com.

F001 - Nolan, Vickie - 10116 Albert Ln, Yukon, OK, 73099-8301

Public sale terms, rules, and regulations will be made available prior to the sale. All sales are subject to cancellation. We reserve the right to refuse any bid. Payment must be in cash or credit card-no checks. Buyers must secure the units with their own personal locks. To claim tax-exempt status, original RESALE certificates for each space purchased is required. By PS Retail Sales, LLC, 701 Western Avenue, Glendale, CA 91201. (818) 244-8080.

(9-7-23)

(MS2536973)
NOTICE OF PUBLIC SALE

To satisfy the owner's storage lien, PS Retail Sales, LLC will sell at public lien sale on **September 22, 2023**, the personal property in the below-listed units, which may include but are not limited to: household and personal items, office and other equipment. The public sale of these items will begin at **10:00 AM** and continue until all units are sold. Lien sale to be held at the online auction website, www.storagetreasures.com, where indicated. For online lien sales, bids will be accepted until 2 hours after the time of the sale specified.

PUBLIC STORAGE # 26568, 6814 NW 122nd St, Oklahoma City, OK 73142, (405) 648-4531

Time: 10:15 AM

Sale to be held at www.storagetreasures.com.

0225 - Henry, Samuel - 5901 Fox Run Way, Oklahoma City, OK, 73142-4806; 0404 - Henry, Samuel - 5901 Fox Run Way, Oklahoma City, OK, 73142-4806; 1124 - Loveless, Ronnie - 5808 Whitehall Blvd, Oklahoma City, OK, 73162-6948

PUBLIC STORAGE # 27627, 515 N Mustang Rd, Yukon, OK 73099, (405) 324-5181

Time: 10:20 AM

Sale to be held at www.storagetreasures.com.

0181 - Grant, Roshaun - 4025 NW 23rd St Apt 104, OKLAHOMA CITY, OK, 73112

Public sale terms, rules, and regulations will be made available prior to the sale. All sales are subject to cancellation. We reserve the right to refuse any bid. Payment must be in cash or credit card-no checks. Buyers must secure the units with their own personal locks. To claim tax-exempt status, original RESALE certificates for each space purchased is required. By PS Retail Sales, LLC, 701 Western Avenue, Glendale, CA 91201. (818) 244-8080.

(9-7-23)

(MS2537050)
NOTICE OF PUBLIC SALE

To satisfy the owner's storage lien, PS Retail Sales, LLC will sell at public lien sale on **September 22, 2023**, the personal property in the below-listed

666-5358

Time: 08:15 A

Sale to b
storagetreasures.

0102 - SANTO
720763, NORM
- Rodriguez, Lis
rd apt 215, nor
- Jolly, Rhonda
Oklahoma City
LEVINE, JANE
RD, NORMAN
Phillmore, Evely
Rd, Apt 1934,
73071; 0705 -
24th Ave SW A
73069-3940; 126
wildwood ln, No
- Urquhart, Vont
Norman , OK, 7

PUBLIC STO
N Moore Ave, M
766-5791

Time: 08:30 A

Sale to b
storagetreasures.

110 - Goldie,
St, Oklahoma C
TAUCER, ELIDA
AVE, MOORE,
Vickie - 5608 Wo
City, OK, 731
ELIDA - 1209
MOORE, OK,
Natasha - 944 N
73160-1810; 433
- 909 N. Southm
73160; 604 - Wi
54th St, Oklaho
8011; 612 - WE
S Main St, Newc
702 - DIXON,
SUNRISE, MOO
Wells, Karla - 33
Oklahoma City,

PUBLIC STO
S Western Ave S
OK 73170, (405)

Time: 08:45 A

Sale to b
storagetreasures.

0605 - Perez,
st, Oklahoma ci
Couch, Wayne -
Dr, Oklahoma C
Lord, Roger - 10
OK, 73160-2615
- 401 SE 19th st,

PUBLIC STO
Eastern Ave, Mc
803-8482

Time: 09:00 A

Sale to b
storagetreasures.

0327 - Ramir
12th St Apt 18, M
0901 - Thrower,
Street , Moore, C

PUBLIC STOR
104th St, Oklah
(405) 666-0930

Time: 09:15 A

Sale to b
storagetreasures.

0535 - Alberts
Ave, Oklahoma
0612 - flemings, a
Oklahoma City,
- Ring, Blaire -
Oklahoma City,
- Watson, Carl
Way Apt 408, M
1112 - Hodges,
Rd, Moore, OK
- Albertson, Jer
Oklahoma City,

License Applications

(MS2537098)
NOTICE OF INTENTION TO APPLY FOR AN ALCO LICENSE

In accordance with Title 37, Section 522 and \, Sec
LLC 100 Mission Ridge, Attn: Tax Dept, Go lle, T
Liability Company hereby publishes notice of their intention to
from this date to the Oklahoma Alcoholic Beverage Laws En

AUTO FINANCE USA, LLC, Plaintiff, vs. BRENDA DUGGER-GIBSON, Defendant.

BRENDA DUGGER-GIBSON you are hereby noticed that you have been sued by Auto Finance USA, LLC and you must answer plaintiff's petition on or before the **9th day of November, 2023** or a money judgment in the amount of $6,567.39 plus interest will be rendered accordingly.

Dated this day September 7, 2023
RICK WARREN
(SEAL)
Oklahoma COUNTY
DISTRICT COURT CLERK
By: DEPUTY COURT CLERK
APPROVED BY:
Hugh H. Fudge, OBA# 20487
Robinson, Hoover & Fudge, PLLC
P.O. Box 1748
Oklahoma City, OK 73101
(405) 232-6464 I (405) 232-6363 fax
lawmail@rhfok.com
(9-14, 9-21, 9-28-23)

(CV2538967)
NOTICE BY PUBLICATION
No. CJ-2023-4888

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

AUTO FINANCE USA, LLC, Plaintiff, vs. GREGORY LADARIAN CHAMBERS, Defendant.

GREGORY LADARIAN CHAMBERS you are hereby noticed that you have been sued by Auto Finance USA, LLC and you must answer plaintiff's petition on or before the **9th day of November, 2023** or a money judgment in the amount of $10,649.73 plus interest will be rendered accordingly.

Dated this day September 7, 2023
RICK WARREN
(SEAL)
Oklahoma COUNTY
DISTRICT COURT CLERK
By: DEPUTY COURT CLERK
APPROVED BY:
Hugh H. Fudge, OBA# 20487
Robinson, Hoover & Fudge, PLLC
P.O. Box 1748
Oklahoma City, OK 73101
(405) 232-6464 I (405) 232-6363 fax
lawmail@rhfok.com
(9-14, 9-21, 9-28-23)

(CV2538968)
NOTICE BY PUBLICATION
No. CJ-2023-4893

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

OKLAHOMA MOTOR CREDIT COMPANY, Plaintiff, vs. AISHA AIYANA MORRIS, Defendant.

AISHA AIYANA MORRIS you are hereby noticed that you have been sued by Oklahoma Motor Credit Company and you must answer plaintiff's petition on or before the **9th day of November, 2023** or a money judgment in the amount of $16,012.62 plus interest will be rendered accordingly.

Dated this day September 7, 2023
RICK WARREN
(SEAL)
Oklahoma COUNTY
DISTRICT COURT CLERK
By: DEPUTY COURT CLERK
APPROVED BY:
Hugh H. Fudge, OBA# 20487
Robinson, Hoover & Fudge, PLLC
P.O. Box 1748
Oklahoma City, OK 73101
(405) 232-6464 I (405) 232-6363 fax
lawmail@rhfok.com
(9-14, 9-21, 9-28-23)

(CV2538969)
NOTICE BY PUBLICATION
No. CJ-2023-4897

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

AUTO FINANCE USA, LLC, Plaintiff, vs. HAILLY RENEE KEITH, Defendant.

HAILLY RENEE KEITH you are hereby noticed that you have been sued by Auto Finance USA, LLC and you must answer plaintiff's petition on or before the **9th day of November, 2023** or a money judgment in the amount of $17,672.51 plus interest will be rendered accordingly.

Dated this day September 7, 2023
RICK WARREN
(SEAL)
Oklahoma COUNTY
DISTRICT COURT CLERK
By: DEPUTY COURT CLERK
APPROVED BY:
Hugh H. Fudge, OBA# 20487
Robinson, Hoover & Fudge, PLLC
P.O. Box 1748
Oklahoma City, OK 73101
(405) 232-6464 I (405) 232-6363 fax
lawmail@rhfok.com
(9-14, 9-21, 9-28-23)

(CV2538970)
NOTICE BY PUBLICATION
No. CJ-2023-4898

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

AUTO FINANCE USA, LLC, Plaintiff, vs. MARCELLUS FAILS JR, Defendant.

MARCELLUS FAILS JR you are hereby noticed that you have been sued by Auto Finance USA, LLC and you must answer plaintiff's petition on or before the **9th day of November, 2023** or a money judgment in the amount of $10,254.19 plus interest will be rendered accordingly.

Dated this day September 7, 2023
RICK WARREN
(SEAL)
Oklahoma COUNTY
DISTRICT COURT CLERK
By: DEPUTY COURT CLERK
APPROVED BY:
Hugh H. Fudge, OBA# 20487
Robinson, Hoover & Fudge, PLLC
P.O. Box 1748
Oklahoma City, OK 73101
(405) 232-6464 I (405) 232-6363 fax
lawmail@rhfok.com
(9-14, 9-21, 9-28-23)

(CV2538971)
NOTICE BY PUBLICATION
No. CS-2023-6720

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

OKLAHOMA MOTOR CREDIT COMPANY, Plaintiff, vs. ARTHUR HARPER II, Defendant.

ARTHUR HARPER II you are hereby noticed that you have been sued by Oklahoma Motor Credit Company and you must answer plaintiff's petition on or before the **9th day of November, 2023** or a money judgment in the amount of $6,147.73 plus interest will be rendered accordingly.

Dated this day September 7, 2023
RICK WARREN
(SEAL)
Oklahoma COUNTY
DISTRICT COURT CLERK
By: DEPUTY COURT CLERK
APPROVED BY:
Hugh H. Fudge, OBA# 20487
Robinson, Hoover & Fudge, PLLC
P.O. Box 1748
Oklahoma City, OK 73101
(405) 232-6464 I (405) 232-6363 fax
lawmail@rhfok.com
(9-14, 9-21, 9-28-23)

(CV2539044)
PUBLICATION NOTICE
Case No. CS-2023-860
JUDGE BURTON

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

PROGRESSIVE PREFERRED INSURANCE COMPANY, as subrogee of Anthony Wildman, Plaintiff, vs. MARIO EUGENE JOHNSON, Defendant.

STATE OF OKLAHOMA
TO: MARIO EUGENE JOHNSON

You are hereby notified that an action has been filed in the District Court of Oklahoma County, State of Oklahoma, styled Progressive Preferred Insurance Company vs. Mario Eugene Johnson, alleging that Plaintiff is entitled to judgment against the Defendant.

You are hereby notified that you have been sued and must answer the Petition filed by the Plaintiff on or before the **31st day of October, 2023**, or the allegations contained in said Petition will be taken as true and judgment entered thereon against you as prayed for in Plaintiff's Petition in the amount of $6,605.00.

Given under my hand and seal this 8th day of September, 2023.
RICK WARREN
(SEAL)
Court Clerk
By Deputy
FELKER, SANDER & ASSOCIATES, P.C.
Lori A. Sander (OBA# 16577)
3033 NW 63rd Street, Suite 100E
Oklahoma City, OK 73116
(405) 842-7305; (405) 842-7371
ATTORNEYS FOR PLAINTIFF
(9-14, 9-21, 9-28-23)

(CV2539224)
NOTICE BY PUBLICATION
No. CS-2023-5716

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

BOKF, N.A. DBA BANK OF OKLAHOMA, Plaintiff, vs. DAWN M. MORTIZ, Defendant.

DAWN M. ORTIZ you are hereby noticed that you have been sued by BOKF, N.A. DBA BANK OF OKLAHOMA and you must answer plaintiff's petition on or before the **3rd day of November, 2023** or a money judgment in the amount of $3,682.54 plus interest will be rendered accordingly.

Dated this day September 7, 2023.
RICK WARREN
(SEAL)
COURT CLERK
DISTRICT COURT CLERK
By: DEPUTY COURT CLERK
APPROVED BY:
Hugh H. Fudge, OBA #20487
Robinson, Hoover & Fudge, PLLC
P.O. Box 1748
OKLAHOMA CITY, OK 73101
(405) 232-64641 (405) 232-6363 fax
lawmail@rhfok.com
(9-14, 9-21, 9-28-23)

(CV2539235)
NOTICE BY PUBLICATION
No. CJ-2023-3884

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

AUTO FINANCE USA, LLC, Plaintiff, vs. NATASHA PATTERSON, Defendant.

NATASHA PATTERSON you are hereby noticed that you have been sued by Auto Finance USA, LLC and you must answer plaintiff's petition on or before the **3rd day of November, 2023** or a money judgment in the amount of $6,289.00 plus interest will be rendered accordingly.

Dated this day September 7, 2023.
RICK WARREN
(SEAL)
COURT CLERK
DISTRICT COURT CLERK
By: DEPUTY COURT CLERK
APPROVED BY:
Hugh H. Fudge, OBA #20487
Robinson, Hoover & Fudge, PLLC
P.O. Box 1748
OKLAHOMA CITY, OK 73101
(405) 232-64641 (405) 232-6363 fax
lawmail@rhfok.com
(9-14, 9-21, 9-28-23)

(CV2539242)
NOTICE BY PUBLICATION
No. CJ-2023-4894

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

AUTO FINANCE USA, LLC Plaintiff, vs. LEIGHANNE VICTORIA WATSON, Defendant.

LEIGHANNE VICTORIA WATSON you are hereby noticed that you have been sued by Auto Finance USA, LLC and you must answer plaintiff's petition on or before the **9th day of November, 2023** or a money judgment in the amount of $12,239.59 plus interest will be rendered accordingly.

Dated this day September 7, 2023.
RICK WARREN
(SEAL)
COURT CLERK
DISTRICT COURT CLERK
By: DEPUTY COURT CLERK
APPROVED BY:
Hugh H. Fudge, OBA #20487
Robinson, Hoover & Fudge, PLLC
P.O. Box 1748
OKLAHOMA CITY, OK 73101
(405) 232-64641 (405) 232-6363 fax
lawmail@rhfok.com
(9-14, 9-21, 9-28-23)

(CV2539245)
PUBLICATION NOTICE
Case No. CS-2023-3806
JUDGE PIPES

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA.

AMERICAN MERCURY INSURANCE COMPANY, as subrogee of Eugene Whalin, Plaintiff, vs. JAROD HYSLOP, Defendant.

STATE OF OKLAHOMA
TO: JAROD HYSLOP

You are hereby notified that an action has been filed in the District Court of Oklahoma County, State of Oklahoma, styled American Mercury Insurance Company vs. Jarod Hyslop, alleging that Plaintiff is entitled to judgment against the Defendant.

You are hereby notified that you have been sued and must answer the Petition filed by the Plaintiff on or before the **28th day of October, 2023**, or the allegations contained in said Petition will be taken as true and judgment entered thereon against you as prayed for in Plaintiffs Petition in the amount of $7,038.67.

Given under my hand and seal this 6th day of September, 2023.
RICK WARREN
(SEAL)
Court Clerk
By: Deputy
FELKER, SANDER & ASSOCIATES, P.C.
Lori A. Sander(OBA# 16577)
3033 NW 63rd Street, Suite 100E
Oklahoma City. OK 73116
(405) 842-7305; (405) 842-7371
ATTORNEYS FOR PLAINTIFF
(9-14, 9-21, 9-28-23)

Construction

(MS2537055)
SOLICITATION FOR BIDS
McLoud Public Schools- 2023 ROOF REPAIRS

Sealed proposals will be received by McLoud Public Schools, at the Superintendent's office, located at 233 South 4th Street, McLoud, Oklahoma 74851, for the following project:

A. THE 2023 ROOF REPLACEMENT AND REPAIR located at several schools sites in the district, McLoud, Oklahoma 74851

The deadline for receipt of proposals is **2:00 p.m. CDST, 28th day of September 2023**, at which time said bids will be opened for furnishing all labor and materials.

Bids will be publicly opened and read aloud at the above-mentioned office immediately following the closing time stated above.

The Owner and Architect reserve the right to accept minor deviations in the bid documents or materials if they deem it is in the best interest of the project. The Owner may hold open the bids for up to 45 days and may reject any and all bids if it is in their best interest. Bids may be dropped off or mailed. No bid will be accepted more than 24 hours prior to bid time, excluding weekends or holidays. Any bid dropped off after closing time of 2:00 p.m. or prior to 24 hours before bid time shall be rejected in its entirety.

Copies of the general conditions, plans, specifications, and other bidding documents are on file and available on disk in the Architects office and are open for public inspection. Complete sets of general conditions, plans, specifications, and other bidding documents may be obtained by applying to the Architects at the following location:

Design Architects Plus, Inc. 1501 S.W. 104th, Oklahoma City, OK 73159. Telephone 405/691-9900.

Printed sets of plans, and specifications, can be purchased from the Architect at a cost of $125.00 per set of plans and specifications or plans can be sent electronically at no cost.

A Mandatory Pre-Bid Conference will be held at the following time and location.

A. Main Office, located at 233 South 4th Street, McLoud, Oklahoma 74851 at 9:00 A.M. CDST, 21st day of September, 2023

A Cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder.

McLoud Public Schools, reserves the right to reject any or all bids.

The time period within which a contract will be executed following award to the successful bidder is forty-five (45) days.

(9-7, 9-14-23)

(MS2537059)

Caston Construction Company, hereinafter called the Construction Manager (CM) on behalf of the University Hospital's Trust (UHT), a public trust of the State of Oklahoma, hereinafter called (Owner), will receive sealed bids for all Bid Packages for the "OU Health Physicians Building - Entry and Drive Remodel" project, located at 825 NE 10th St. Oklahoma City, Oklahoma, 73104 on **Thursday, September 28, 2023 at 3:00 PM**. This bid shall include all labor, materials, equipment, layout, taxes, and services to perform each scope of work. All properly sealed and labeled bids will be opened and read aloud in the Conference Room B, 5th Floor Nicholson Tower located at 940 NE 13th St. (SW 13th and Stonewall), Oklahoma City, Oklahoma. Bids are not to be accepted by Caston Construction. Contact Eric Grote with Caston Construction Company at (405)-525-9781 or eric@castonconstruction.com with any questions. Any bid rooms including this project on their bid list are to post all information in this advertisement.

A **"Non-Mandatory" Pre-Bid Conference** for all Bid Packages will be conducted in ***Conference Room B on the 5th floor of Nicholson Tower on Thursday, September 14, 2023 @ 3:00 PM***. All subs bidding are requested to attend this pre-bid conference. If not attending, all bidders are required to visit the site and review existing conditions prior to bidding. Bid Package information and bid forms will be presented at this conference and project will be discussed in detail. A site walkthrough will occur after the conference with architect and owner.

Drawings and Specifications are available for purchase or download at Reidprographics - 405-848-7274 or www.rpgplanroom.com. Pre-qualifications, Bid Forms and Work Summary Packages will be available from the CM at the pre-bid conference and/or will be sent via email through www.rpgplanroom.com to all on the bid list. A copy of the plans for review will be available at the Caston Construction office.

Project Description: This "OU Health Physicians Building - Entry and Drive Remodel" project includes bid packages for: EARTHWORK, PAVING, LANDSCAPING&IRRIGATION, UTILITIES, METAL SOFFIT PANELS, PAINTING, EIFS . All mechanical, electrical, and plumbing scopes will be contracted directly by owner. Project will be completed in Phases. Entry to building will be closed during this project.

Notice to ALL Bidders: Please be advised that this project is subject to the Rules under the venue of Oklahoma State Statute Title 61 (Section 580) for the Construction Management Contract delivery method (see also House Bill No. 2889 and Senate Bill No. 1172). Failure to conduct a thorough site inspection to become completely familiar with the scope of work will NOT relieve any Bidder from their responsibility to provide a complete and comprehensive bid proposal. Any "apparent omission" not specifically shown on the documents or specified that is required (to be furnished and/or installed) to complete the intended scope of work is required to be included in the bid and will not constitute a claim for additional or extra work. Bidders with bids in excess of $50,000 must provide all state required bonding.

All Bidders are required to meet the qualification requirements as established in the Bid Documents. Minority and Disadvantaged Business Enterprises are encouraged to respond to this solicitation and will not be discriminated against on the grounds of race, color, sex, age and national origin. All workers are also subject to background checks, if desired by the CM or OWNER

All bids are to be sealed and clearly labeled by describing the project and indicating the contract scope being bid on the envelope. ***Bids will be received at the Conference Room B, 5th Floor Nicholson Tower on Thursday 9/28/23 @ 3:00pm*** located at N.E. 13th and Stonewall, Oklahoma City, Oklahoma. Bids received after the bid opening time, or more than ninety-six hours, excluding Saturdays, Sundays and Holidays, before the time set for the opening of bids, will not be accepted. **A Bid Bond shall accompany the sealed proposal of each bidder in excess of $50,000**. No bidder may withdraw his bid within sixty (60) days after the date of bid opening stated above. The Owner reserves the right to reject any or all bids or to waive any informalities or irregularities in the bidding.

This project IS tax exempt.

(9-7, 9-14, 9-21-23)

(MS2539035)
SOLICITATION FOR BIDS
BID NOTICE B24-011

Sealed bids will be received by the Purchasing Manager for the City of Edmond, Edmond, Oklahoma, at its office, located at 100 East 1st Street, Edmond, Oklahoma 73034, until **2:00 p.m., Central Local Time, on the 5th of October, 2023** for the construction of Post Road over Deep Fork Bridge Abutment Rehabilitation Project. Bids will be publicly opened and read aloud in the City Administration Conference room #133, 7 N Broadway, Edmond, Oklahoma, on the 5th of October, 2023 at 2:00 p.m. This project consists of furnishing all required materials, supplies, equipment, tools, and plan to perform all necessary labor for the construction of Post Road over Deep Fork Bridge Abutment Rehabilitation Project.

The work shall be done in accordance with plans and specifications on file in the City Engineer's Office. Plans, specifications, and other bidding documents are available for public inspection and copies may be obtained by visiting our website at www.edmondok.com or in the Purchasing Office, 100 E. First Street, Edmond, Oklahoma 73034. There will be a non-refundable charge for bidding documents and plans.

There will not be a Pre-Bid Meeting. Questions must be submitted using the online bidding system. The last day to submit questions is September 27, 2023 in case an Addendum is necessary. Anticipated Award Date is October 23, 2023 and Notice To Proceed will be issued By November 6, 2023.

The City of Edmond Purchasing Department is the only authorized source of bid documents. Documents obtained from any other source may be incomplete. All bids shall be submitted using the online bidding system. Bidders are required to register as a supplier at http://www.edmondok.com/ to bid and enable receipt of any necessary addenda or correspondence.

Bids submitted more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening the bids, as well as bids submitted after the time set for receipt of bids, WILL NOT be considered.

A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall be required of each bidder. Deposits will be returned to the unsuccessful bidders. The bid bond should be submitted online at the time of online bid submission closing date and time.

Each bid submitted is a legal offer and when accepted by the City, constitutes a FIRM AND BINDING CONTRACT. The City reserves the right to REJECT ANY or ALL BIDS. The City of Edmond reserves the unconditional right to cancel all or any portion of this project within thirty (30) days from the date of opening of bids, for any reason and at its sole discretion.

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

(9-14, 9-21-23)

(MS2539109)

The University Hospitals Trust is seeking Requests for Qualifications for both a Mechanical (HVAC and Plumbing) and Electrical Master Services Agreement for New Construction Projects, Renovations and Maintenance within their facilities at the OU Health Campus. Proposals are due by 3pm on **10/6/23**. For project documents and other information, please email Sean O'Hara at sean-ohara@uhat.org or call 405-971-4229.

(9-14, 9-18, 9-25, 10-2-23)

Goods and Services

(MS2537113)

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular

License Applications

(MS2537098)
NOTICE OF INTENTION TO APPLY FOR AN ALCOHOLIC BEVERAGE LICENSE

In accordance with Title 37, Section 522 and Title 37A, Section 2-141 Dolgencorp, LLC 100 Mission Ridge, Attn: Tax Dept, Goodlettsville, TN 37072 a/an Limited Liability Company hereby publishes notice of their intention to apply within sixty days from this date to the Oklahoma Alcoholic Beverage Laws Enforcement Commission for a Retail Beer License under authority of and in compliance with the said Act: That they intend(s), if granted such license to operate as a Retail Beer establishment with business premises located at 5000 SW 29th St in Oklahoma, Oklahoma County, Oklahoma, under the business name of **Dollar General Store #25184**

Dated this 30th day of August, 2023.

Signature of applicant(s): if partnership, all partners must sign. If corporation, an officer of the corporation must sign. If limited liability company, a manager must sign. If tribe, a tribal member must sign. Emily Taylor

County of Davidson, State of TN.

Before me, the undersigned notary public, personally appeared: Emily Taylor to me known to be the person(s) described in and who executed the foregoing application and acknowledged that She executed the same as Her free act and deed.

Emily McMahon
(Seal)
Notary Public
My commission expires December 30, 2024
(9-7, 9-14-23)

(MS2539249)
NOTICE OF INTENTION TO APPLY FOR AN ALCOHOLIC BEVERAGE LICENSE

In accordance with Title 37, Section 522 and Title 37A, Section 2-141 Legacy Builders Management LLC, 2037 S Meridian, OKC, OK 73108, a Limited Liability Company hereby publishes notice of its intention to apply within sixty days from this date to the Oklahoma Alcoholic Beverage Laws Enforcement Commission for a Caterer/Mixed Beverage License under authority of and in compliance with the said Act: That it intend(s), if granted such license to operate as a Caterer/Mixed Beverage establishment with business premises located at 2037 South Meridian in Oklahoma City, Oklahoma County, Oklahoma, under the business name of dba Game Time Bar and Grill.

Dated this 11th day of September, 2023.

Signature of applicant(s): if partnership, all partners must sign. If corporation, an officer of the corporation must sign. If limited liability company, a manager must sign. If tribe, a tribal member must sign. Micah Mruwat

County of Oklahoma, State of Oklahoma.

Before me, the undersigned notary public, personally appeared: Micah Mruwat to me known to be the person(s) described in and who executed the foregoing application and acknowledged that She executed the same as her free act and deed.

ROBIN K. B
(Seal)
Notary P
My commission expires June 8, 2026, #02008744
(9-14, 9-21-23)

Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)
Proposal is due and will be opened on **October 20, 2023, at 3:00 pm** local time. Call 866-839-8477 for problems with website or questions.
(9-7, 9-14-23)

(MS2539191)
The Community Enhancement Corporation (CEC) is now seeking Request of Qualifications (RFQ) for each of the following professional services categories: General Contracting / Construction Manager at Risk - Large, Engineering and or Architecture for housing projects of various scope and size to be performed on an on-call basis over the course of the next five (5) years from December 1, 2023 - December 1, 2028. RFQ are available at www.ochanet.org.
Electronic submittals should be received by **October 30, 2023** and should be emailed to:
Kassy Malone, Vice Present
E-Mail Address:
kmalone@ochanet.org
(9-14 through 10-30-23)

Miscellaneous

(MS2538952)
(9-14, 9-21-23)
NOTICE OF LAND SALE

Project(s): 17430(04)
County: Oklahoma
Part of Parcel(s): 67 & 69

Pursuant to Title 69 Oklahoma Statutes (2021), Section 1001, the Oklahoma Department of Transportation offers the following property for sale by sealed bid to the highest bidder. Bid proposals sent by REGISTERED MAIL will be received through the Oklahoma Department of Transportation, Right-of-Way & Utilities Division on October 12, 2023 until 1:00 PM CST. Hand Delivered bids will be received at the Oklahoma Department of Transportation Building, Right-of-Way & Utilities Division, 200 N.E. 21st Street, Room 1-B7, Oklahoma City, Oklahoma 73105 on October 12, 2023 until 1:30 PM CST. The bids will be opened and immediately read publicly on October 12, 2023 at 1:30 PM CST. in the ODOT Project Management Conference Room located at the address above.

Description of Property:

A strip, piece, or parcel of land lying in part of the NE/4 of Section 5, T11N, R3W, Oklahoma County, Oklahoma City, Oklahoma. Said parcel of land being described by metes and bounds as follows:

COMMENCING at the Northeast corner of said NE/4; thence S0°13'59"E and along the East line of said Section 5 a distance of 1546.40 feet; thence S89°46'01"W a distance of 255.70 feet to a point on the Permanent North Right-of-Way line for I-40 and the POINT OF BEGINNING; thence S16°9'56"W and along the Permanent North Right-of-Way line for I-40 a distance of 299.97 feet; thence N88°40'21"W along the Permanent North Right-of- Way line for I-40 a distance of 74.48 feet; thence along the Permanent North Right-of-Way line for I-40 on a non- tangent curve to the right having a radius of 18,136.45 feet for a distance of 322.33 feet (chord bearing of N74° 29'53"W and a chord length of 322.33 feet); thence along the Present North Right-of-Way line for I-40 on a non- tangent curve to the left having a radius of 466.25 feet for a distance of 330.37 feet (chord bearing of N51°14'27"E and a chord length of 323.50 feet); thence N28°13'58"E and continuing along the Present North Right-of-Way line for I-40 a distance of 188.42 feet; thence S0°13'59"E and continuing along the Present North Right-of-Way line for I-40 a distance of 168.81 feet; thence N89°46'01"E and continuing along the Present North Right-of-Way line for I-40 a distance of 126.50 feet to said POINT OF BEGINNING.

Containing 1.96 ac. (85,215.03 sq. ft.), more or less.

Grantor, reserves and excepts unto itself, its successors and assigns ALL PREVIOUSLY ACQUIRED RIGHTS OF ACCESS from said 1.96 acres, more or less, to the lands or rights-of-way covered by the abutting INTERSTATE HIGHWAY NO. 40 LIMITED ACCESS HIGHWAY FACILITY along the Easterly and Southerly sides of the above described property.

SUBJECT HOWEVER that the party of the second part, by acceptance of this deed and recordation thereof, agrees to indemnify the party of the first part from any and all claims, liability, and damages arising from the conveyance including adverse environmental conditions, contamination, hazardous waste, toxic materials, known or unknown, present at the time of this conveyance, or in the future, on the above-described premises. The party of the second part shall defend, indemnify and hold the party of the first part, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of the conveyance including the existence of adverse environmental conditions, contamination, hazardous waste, toxic materials, known or unknown, at the time of this conveyance, or in the future, on the above-described premises. The party of the second part agrees to reimburse the party of the first part for any judgment, costs, and fees associated with the conveyance resulting from the existence of adverse environmental conditions, contamination, hazardous waste, toxic materials, known or unknown, at the time of this conveyance, or in the future, on the above-described premises.

The Oklahoma Department of Transportation has set the minimum bid requirement at $238,600.00 for this sale. The parcel is being sold "as is-where is", with the buyer being responsible for their own due diligence in regards to zoning, licenses, permits, environmental, land uses, etc.

Terms of the sale are ten percent (10%) of the bid price in non-refundable certified funds and must accompany each bid in the form of a bid deposit made payable to the "Oklahoma Department of Transportation." The balance of the successful high bid will be due in certified funds within thirty (30) calendar days after the approval by the Oklahoma Transportation Commission, and all deposits submitted by non-successful bidders will be returned after said approval. The successful high bidder will also be required to pay for any and all advertising costs associated with the sale of this land. After approval of the sale, an executed and recorded Quitclaim Deed will be mailed to the highest bidder. IMPORTANT: LABEL THE OUTSIDE OF THE ENVELOPE WITH "SEALED BID".

All sales of surplus lands, or interests therein, is subject to the confirmation of the Oklahoma Transportation Commission. The Oklahoma Transportation Commission reserves the right to reject any and all bids.

All inquiries should be made to Frank V. Roesler III, Right-of-Way & Utilities Division, 200 N.E. 21st Street, Oklahoma City, Oklahoma 73105, or by calling (405) 521-2661

STATE OF OKLAHOMA,
DEPARTMENT OF TRANSPORTATION - by Tim Gatz

Miscellaneous

(MS2535212)
1975 Evinrude 70hp VIN# J009235
Contact Timmy Cook @ 405-201-4720
(8-31, 9-7, 9-14-23)

(MS2535870)
Notice is hereby given pursuant to Oklahoma Statutes Title 8 Section 188 that the following list of grave sites will revert to ownership by Fairlawn Cemetery Association if no person proves an ownership interest within one year of the date of this publication. If claiming an interest contact the Association at 2700 N. Shartel, OKC, OK 73103 or by phone 405-524-2559." All the below are in Block 0. The lot number is in parentheses.
Mary Peters(28), Mrs. Colender (29), Brissing (30), James Main (33), Nellie Welker-Brookings (34), Spencer Climer (35), S.G.Ray(35), Mrs. Clark Smith (36), G.F. Sawyer (37), F.C. Seegar (38), Mary A King (44,45)Luell Rees Devlin (48), E.F. Lamon (54), J.M. Bowen (56), Charles O. Biven (62), Mrs. W.A. Stewart (64), Howard Stucker (84), Dora Collier (116), P. Dismukes (118), Minnie Chapman (119), Josephine Dyer (122), Mrs. R.S. Stapleton (136), John Lansing (143), R. Behnke (150), Myrtle Gesick (158), Guy G. Fisher (159), H.P. Croff (162), Mrs. Hazel French-Wright (163), Mrs. Harry H. Williams (165), C.K,. Wangeman (194), J.W. Gillespie (210), L.P. Fahs (213), Mrs. Mabel Carley Shown (219), John Fischer (224), Mrs. E.F. Hall/Mrs. Padget/Mrs. Rinday (227), Ed & Lela Barker (228), J.D. Babcock (233), D.R. Martin (249), A.W. or O.W. Debell (251), A.J. Bohart (254), C.E. Cannon (263), E.L. Nichols (275), Fred Bonn (276),W.J. House (271)
(9-1, 9-5, 9-6, 9-7, 9-8, 9-11, 9-12. 9-13, 9-14, 9-15, 9-18, 9-19, 9-20, 9-21, 9-22-23)

(MS2539111)
ATTENTION INTERESTED PARTIES THE FOLLOWING
VEHICLE WILL BE SOLD ON 9-29-2023.
JA4ATUAA0PZ042596 2023 Mitsubishi Eclipse Cross
AT YOUNGS TOWING
1617 HAMPTON DRIVE,
DEL CITY, OK 73115-1452
P: 405-672-5151
(9-14, 9-21, 9-28-23)

Confirmation of Sale

(CS2539215)
ALIAS NOTICE OF HEARING MOTION TO CONFIRM SALE
CJ-2022-1142
IN THE DISTRICT COURT WITHIN AND FOR OKLAHOMA COUNTY STATE OF OKLAHOMA
U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF BKPL-EG SERIES N TRUST, Plaintiff, vs. TONYA B. PATTERSON, et al., Defendants.
TO: TONYA B. PATTERSON, CHISOLM TRAIL GARDENS HOMEOWNERS ASSOCIATION, INC., MIDLAND FUNDING LLC, STATE OF OKLAHOMA EX REL. OKLAHOMA TAX COMMISSION:
TAKE NOTICE that the Plaintiff has filed its Motion to Confirm Sheriff's Sale in the above entitled cause. That said Motion to Confirm Sale will be heard before The Honorable Judge Timmons, in 201 of the Oklahoma County Courthouse on the **6th day of October, 2023, at 11:00 o'clock a.m.** You must appear at said time and present any objections to the said proceedings or the Motion to Confirm Sale will be sustained and the sale confirmed.
Dated September 8, 2023.
KELLY M. PARKER #22673
LAMUN MOCK CUNNYNGHAM & DAVIS
5613 N. Classen Blvd.
Oklahoma City, OK 73118
(405) 840-5900
Attorneys for Plaintiff
(9-14-23)

Sheriff's Sale

(SS2537079)
NOTICE OF SHERIFF'S SALE
CJ-2022-541
Notice is given that on the **6th day of November, 2023, at 10:00 am**, at the County Courthouse, Courtroom 1, in the City of El Reno , Canadian County, Oklahoma, the Sheriff will offer for sale and sell, with appraisement, at public auction, to the highest and best bidder, all that certain real estate in Canadian County, Oklahoma,:
LOT TWO (2), IN BLOCK SIXTY-ONE (61), OF SURREY HILLS NUMBER EIGHT (8), AN ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.
subject to unpaid taxes, and all amounts set forth in the judgment granted herein, said property having been duly appraised at $235,727.00. Sale will be made pursuant to a Special Execution and Order of Sale issued in accordance with judgment entered in the District Court of Canadian County, Oklahoma, in Case No. CJ-2022-541, titled Lakeview Loan Servicing, LLC, vs Bobby A. Green, Spouse of Bobby A. Green II, Jane Doe, John Doe, The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor to JPMorgan Chase Bank, National Association, as Indenture Trustee for Residential Asset Products, Inc., FMACM Home Equity Loan Trust 2006-HE1, Amanda Denise Green and Surrey Hills Home Owners Association No. Two Inc, being all of the Defendants and persons holding or claiming any interest in lien in the subject property.
Canadian County Sheriff
Canadian County, Oklahoma
By: Deputy
Don Timberlake - # 9021
Kim S. Jenkins - # 32809
Gina D. Knight - # 12996
Chynna Scruggs - # 32663
BAER & TIMBERLAKE, P.C.
5901 N. Western, Suite 300
Oklahoma City, OK 73118
Telephone: (405) 842-7722
Email: mail@baertimberlake.com
(9-7, 9-14-23)

Miscellaneous

(MS2539196)
(9-14, 9-21-23)
NOTICE OF LAND SALE

Project(s): 06374(60)
County: Tulsa
Part of Parcel(s): 140 & 141

Pursuant to Title 69 Oklahoma Statutes (2021), Section 1001, the Oklahoma Department of Transportation offers the following property for sale by sealed bid to the highest bidder. Bid proposals sent by REGISTERED MAIL will be received through the Oklahoma Department of Transportation, Right-of-Way & Utilities Division on October 12, 2023 until 1:00 PM CST. Hand Delivered bids will be received at the Oklahoma Department of Transportation Building, Right-of-Way & Utilities Division, 200 N.E. 21st Street, Room 1-B7, Oklahoma City, Oklahoma 73105 on October 12, 2023 until 1:30 PM CST. The bids will be opened and immediately read publicly on October 12, 2023 at 1:30 PM CST. in the ODOT Project Management Conference Room located at the address above.

Description of Property:

A strip, piece, or parcel of land lying in part of the W/2 SE/4 SW/4 SW/4, Section 28, T19N, R13E in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

COMMENCING at the NW corner of said W/2 SE/4 SW/4 SW/4; thence S00°07'07"E along the west line of said W/2 SE/4 SW/4 SW/4 a distance of 16.00 feet to the POINT OF BEGINNING; thence continuing S00°07'07"E along said West line a distance of 160.85 feet to a point on the Present North Right-of-Way line of Skelly Drive (I-44 Frontage Road); thence N80°09'33"E along the North Right-of-Way of Skelly Drive a distance of 304.71 feet to a point 30.00 feet West of the East line of said W/2 SE/4 SW/4 SW/4; thence N00°06'28"W parallel to and 30.00 feet West of said East line a distance of 108.74 feet; thence N89°59'39"W parallel to and 16.00 feet South of the North line of said W/2 SE/4 SW/4 SW/4 a distance of 300.35 feet to said POINT OF BEGINNING.

Containing in both parcels 0.92 acres (40,484.80 sq. ft.), more or less.

Grantor, reserves, and excepts unto itself, its successors and assigns ALL PREVIOUSLY ACQUIRED RIGHTS OF ACCESS from said 0.92 acres, more or less, to the lands or right-of-way covered by the abutting I-44 LIMITED ACCESS INTERSTATE HIGHWAY FACILITY along the South side of the above described property.

ALSO

Grantor, reserves and excepts, unto itself, its successors and assigns a PERPETUAL UTILITY EASEMENT on, over, upon, and across the Southern 15.00 feet of the above described 0.92 acres, more or less.

This perpetual utility easement is granted for the sole purpose of enabling the Grantor, its officers, agents, employees, contractors, permitees, and assigns to go upon, survey, locate, construct, build, and maintain utility facilities and all necessary or convenient appurtenances thereto, and includes the permanent right to ingress and egress by the Grantor, its officers, agents, employees, contractors, permitees, and assigns.

The Oklahoma Department of Transportation has set the minimum bid requirement at $222,670.00 for this sale. The parcel is being sold "as is-where is", with the buyer being responsible for their own due diligence in regards to zoning, licenses, permits, environmental, land uses, etc.

Terms of the sale are ten percent (10%) of the bid price in non-refundable certified funds and must accompany each bid in the form of a bid deposit made payable to the "Oklahoma Department of Transportation." The balance of the successful high bid will be due in certified funds within thirty (30) calendar days after the approval by the Oklahoma Transportation Commission, and all deposits submitted by non-successful bidders will be returned after said approval. The successful high bidder will also be required to pay for any and all advertising costs associated with the sale of this land. After approval of the sale, an executed and recorded Quitclaim Deed will be mailed to the highest bidder. IMPORTANT: LABEL THE OUTSIDE OF THE ENVELOPE WITH "SEALED BID".

All sales of surplus lands, or interests therein, is subject to the confirmation of the Oklahoma Transportation Commission. The Oklahoma Transportation Commission reserves the right to reject any and all bids.

All inquiries should be made to Frank V. Roesler III, Right-of-Way & Utilities Division, 200 N.E. 21st Street, Oklahoma City, Oklahoma 73105, or by calling (405) 521-2661

STATE OF OKLAHOMA,
DEPARTMENT OF TRANSPORTATION - by Tim Gatz

Miscellaneous

(MS2538950)
(9-14, 9-21-23)
NOTICE OF LAND SALE

Project: 00075(02)
County: Oklahoma
Part of Parcel: 23

Pursuant to Title 69 Oklahoma Statutes (2021), Section 1001, the Oklahoma Department of Transportation offers the following property for sale by sealed bid to the highest bidder. Bid proposals sent by REGISTERED MAIL will be received through the Oklahoma Department of Transportation, Right-of-Way & Utilities Division on October 12, 2023 until 1:00 PM CST. Hand Delivered bids will be received at the Oklahoma Department of Transportation Building, Right-of-Way & Utilities Division, 200 N.E. 21st Street, Room 1-B7, Oklahoma City, Oklahoma 73105 on October 12, 2023 until 1:30 PM CST. The bids will be opened and immediately read publicly on October 12, 2023 at 1:30 PM CST. in the ODOT Project Management Conference Room located at the address above.

Description of Property:

A strip, piece, or parcel of land lying in part of the SE/4 of Section 14, T13N, R4W in Oklahoma County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

COMMENCING at the SE corner of said SE/4; thence N0°11'21"W, along the East line of said SE/4 a distance of 1253.21 feet; thence S89°48'39"W a distance of 238.16 feet to a point on the Permanent West Right-of-Way line for SH-74 and the POINT OF BEGINNING; thence N44°12'21"W along the the Present West Right-of-Way line for SH-74 a distance of 128.34 feet; thence N45°47'39"E along the Present West Right-of-Way line for SH-74 a distance of 120.00 feet; thence S1°07'43"E along the Permanent West Right-of-Way line for SH-74 a distance of 175.69 feet to said POINT OF BEGINNING.

Containing 0.18 ac. (7,700.40 sq. ft.), more or less.

Grantor, reserves, and excepts unto itself, its successors and assigns ALL PREVIOUSLY ACQUIRED RIGHTS OF ACCESS from said 0.18 acres, more or less, to the lands or right-of-way covered by the abutting STATE HIGHWAY 74 LIMITED ACCESS HIGHWAY facility along the East side of the above described property.

The Oklahoma Department of Transportation has set the minimum bid requirement at $30,800.00 for this sale. The parcel is being sold "as is-where is", with the buyer being responsible for their own due diligence in regards to zoning, licenses, permits, environmental, land uses, etc.

Terms of the sale are ten percent (10%) of the bid price in non-refundable certified funds and must accompany each bid in the form of a bid deposit made payable to the "Oklahoma Department of Transportation." The balance of the successful high bid will be due in certified funds within thirty (30) calendar days after the approval by the Oklahoma Transportation Commission, and all deposits submitted by non-successful bidders will be returned after said approval. The successful high bidder will also be required to pay for any and all advertising costs associated with the sale of this land. After approval of the sale, an executed and recorded Quitclaim Deed will be mailed to the highest bidder. IMPORTANT: LABEL THE OUTSIDE OF THE ENVELOPE WITH "SEALED BID".

All sales of surplus lands, or interests therein, is subject to the confirmation of the Oklahoma Transportation Commission. The Oklahoma Transportation Commission reserves the right to reject any and all bids.

All inquiries should be made to Frank V. Roesler III, Right-of-Way & Utilities Division, 200 N.E. 21st Street, Oklahoma City, Oklahoma 73105, or by calling (405) 521-2661

STATE OF OKLAHOMA,
DEPARTMENT OF TRANSPORTATION - by Tim Gatz

4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477•
tips@tips-usa.com

August 28, 2023

Springfield News-Leader

Please print the following **LEGAL NOTICE: Thursday, September 7, 2023, AND Thursday, September 14, 2023**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,

Shelley Black
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

LocaliQ

Missouri

GANNETT

PO Box 631339 Cincinnati, OH 45263-1339

PROOF OF PUBLICATION

Shelley Black
Purchasing Cooperative Region 8 Education Service Center
4845 Us Highway 271 N
Pittsburg TX 75686-4303

STATE OF WISCONSIN, COUNTY OF BROWN

I do upon my oath state that I am the Legal Clerk of the Springfield News-Leader/Guidon, and that I am duly authorized to and do make this affidavit for and on behalf of the News-Leader, a newspaper published daily in the City of Springfield, Greene County, Missouri; that the public advertisement, notice or order of Publication, a true copy of which is hereto attached, was published in said newspaper in the issues dated:

09/07/2023, 09/14/2023

Sworn to and subscribed before on 09/14/2023

Legal Clerk

Notary, State of WI, County of Brown 8-25-26

My commision expires

Publication Cost:	$117.90	
Order No:	9224398	# of Copies:
Customer No:	1010399	-1
PO #:	TIPS Oct.7-14	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)
Proposal is due and will be opened on **October 20, 2023, at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

Classifieds

To Advertise, visit our website: **classifieds.news-leader.com**
Public Notices/Legals email: **snl-legals@news-leader.com**
Business & Services email: **servicedirectory@news-leader.com**
To post job openings, visit: **news-leader.com/jobs**

TO ADVERTISE
Visit Our Website:
classifieds.news-leader.com

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. Springfield News-Leader reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. Springfield News-Leader shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

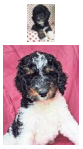
Community Announce
lost, found, happy ads, novena...

Announcements

Students & Faculty of Evangel U. Find answers to tough questions in The Day Jesus Returns Comic Book. Get 100 books for $5.70 each at outskirtspress.com to start or build a church

Adopt Me Pets
all your favorites...

Domestic Pets



Bernedoodle 8 wk old puppies. 4 males. Vet checked, vaccinated & wormed. Non shedding breed- makes great family pets. 417-830-5349

Basset Hound Puppies 100% European Basset Hound puppies.Ready for a forever home on or after September 8th. Raised with family. AKC Registered. Champion lines. Vet checked and UTD on shots. For more information go to sunrisebassets.com or call/text 217-242-5746

Poodle puppies looking for a new home, UTD on shots, reg. **Shih-Tzu puppies** also available, 8 wks old, UTD on shots, reg, 417-298-2033

Retiring several adult mama's & daddy's to go to good homes. Taking deposits on Bichon, Shih-Tzu puppies. Designer breeds reduced. Non Shedding, Registered, Vet Checked & Socialized. Licensed Kennel. 417-736-9754 417-425-7804 www.morningsongkennels.com

Assorted Stuff
all kinds of things...

Antiques & Collectibles

Buying Sportscards Mr. Baseball, coming to Missouri, Buying Sportscards & Memorabilia, 203-767-2407

Wanted to Buy

FREON WANTED: Certified cooper looking to buy R11, R12, R22 & more! Call Xiomara at 312-697-1976.

Garage sales Market
neighborly deals...

Garage Sales

Carriage Park Garage Sale, 2215 W. Allen Dr, Sept 8th & 9th, All Day, Dir: From James River; S. on Kansas Exo, W. on Republic Rd, S. on Cox Rd to Carriage Park, Rain date: Sept 15th & 16th

Estate Sales

ESTATE SALE

Springfield, September 7-9, 3946 S. Clay Avenue, Come shop with us at the Hill Estate Sale! In this sale you will find so many great items! Lots of Asian Decor, Women's Clothing, Asian Collectibles, Piano, Furniture, Jewelry, Pottery, Home Decor, And so much more!

Professional Service
all your needs...

Lawn - Garden Care

Kaydie's Lawn Care Services & General Contracting
Reliable•Dependable• Affordable Rates.
Serving Springfield, Branson and Surrounding
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Tree & Stump Removal,
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Vehicles Recreation
RVs, motorcycles, etc.

Trailers

toy hauler covered wagon
2017 FOR SALE
24 FT HEAT & AIR GOOD TIRES 5,000.00 $
417 335 0549

Your Source Public Notices
for the latest...

Bids & Proposals

NOTICE TO CONTRACTORS

OWNER: The Board of Governors for the Missouri State University

Submitted bids for the ADDITION & RENOVATION, KEMPER HALL must be received electronically through our e-bidding service provider, DemandStar at https://www.demandstar.com/app/agencies/missouri/missouri-state-university/procurement-opportunities/f6e63d7-625e-4022-8b68-c47f650addc0/, by 2:00 p.m. on September 26, 2023. Submitted bids will then be publicly opened and read aloud. With each proposal, a certified check or bid bond properly executed by the bidder in the amount of five percent (5%) of the bid shall be submitted.

Further information on plans, specifications, and our e-bidding service provider, DemandStar can be obtained at https://plans.missouristate.edu/.

Attention of bidders is particularly called to the requirements as to the conditions of employment to be observed. Bidders must agree to comply with the prevailing wage rate provisions and other statutory regulations as referred to in the specifications.

MSU is an AA/EO institution.

Bids & Proposals

ADVERTISEMENT FOR BIDS

Sealed Bid Proposals Request for:
OTC Richwood Valley Campus – EDS & Agricultural Facility

Owner:
Ozarks Technical Community College
1001 E. Chestnut Expressway
Springfield, MO 65802

All endorsed "Proposals" shall be uploaded to the College's Ionwave Bidding system (https://otc.ionwave.net/CurrentSourcingEvents.aspx) no later than 3:00 PM CDT on September 21, 2023. A bidding tabulation will be sent to all bidders who submitted after the bids have been unsealed.

Construction Drawings and Specifications will be available by the end of the day on August 30, 2023. They will be available for download through the College's Ionwave Bidding system or through Engineer's Reprographics at erplanroom.com.

Direct all questions in writing to:
Kirsten M. Whitehead - Paragon Architecture – whitehead@paragon-architecture.com

All questions are to be submitted by the end of the day on September 15, 2023. Any questions received after this date will not be acknowledged or responded to. Anticipated date for last addendum to be September 18, 2023.

The bidder understands that Ozarks Technical Community College reserves the right to award the contract to the lowest responsible bidder and to reject any or all bids and/or to waive any technicalities or informalities in the bidding.

PRE-BID CONFERENCE: A pre-bid conference is scheduled for 1:00 PM CDT on September 7, 2023 . The conference will be held on the OTC Springfield Campus, in the Information Common Building, Board of Trustees room. Contractors can schedule a site visit to review project site as desired.

PREVAILING WAGES: Prevailing wages shall be paid in accordance with the Missouri Division of Labor Standards, Annual Wage Order and Davis-Bacon Act as listed in the Project Manual.

PROJECT AWARD: Project will be presented to the Board of Trustees on October 11, 2023. Intended project award date to be October 12, 2023, with an anticipated construction start date of October 23, 2023.

Jobcase
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Bids & Proposals

PROJECT COMPLETION: All Work for this project shall be substantially complete by November 15, 2024. Final completion shall be met by December 15, 2024.

END OF DOCUMENT

Public Notices

PUBLIC NOTICE
The Springfield Police Department hereby gives notice that unclaimed property remaining in its possession will be disposed of on September 12th and 15th, 2023. These items consist of found, recovered, and seized items to include all varieties of personal effects that have been deemed releasable/disposable per Department guidelines, and have remained in the Department's possession longer than 60 days. All sales of eligible items are conducted through Propertyroom.com, a continuous online auction site. If you believe you have property at the Springfield Police Department and wish to claim those items, contact the Property Room at 864-1756. Proof of ownership or proof of loss is required.
September 5,6,7 2023
LCLM0019829

Public Notices

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)
Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Notice of Election
Commercial Street
Community Improvement
District

Notice is hereby given to the qualified voters in the Commercial Street Community Improvement District (the "District") that an election will be held in the City of Springfield, Missouri on the 7th day of November, 2023 for the following question and imposition of a districtwide sales and use tax described therein. The boundaries of the District are generally described as follows:

LEGAL DESCRIPTION

A part of Sections 11 and 12, in Township 29 North, Range 22 West, in the City of Springfield, Greene County, Missouri, more particularly described as follows: Beginning at the Northwest Corner of Lot 5 of Delaney, Goff's and Bouslog's Addition, A Subdivision in the City of Springfield, Greene County, Missouri, Said Corner Being at the Southeast Corner of the Intersection of Douglas Avenue and Commercial Street, Thence East, Along the South Right-Of-Way Line of Commercial Street, to the Point of Intersection with the Southerly Extension of the West Line of the East 5.00 Feet of Lot 3 of Commercial Street Addition,A Subdivision in the City of Springfield, Greene County, Missouri; Thence North Along Said West Line, to the North Line of Said Lot 3, Being on the South Right-Of-Way Line of the Burlington Northern-Santa Fe Fe Railroad, Thence Northeasterly, Along Said South Right-Of-Way Line of the Railroad, to a Point 587.89 Feet East of the West Line of the Northwest Quarter of the Southeast Quarter of Said Section 12; Thence South to a Point on the North Right-Of-Way Line of Commercial Street, 597.86 Feet East of Said West Line of the Northwest Quarter of the Southeast Quarter; Thence East, Along Said North Right-Of-Way Line to the Point of Intersection with the Northerly Extension of the East Right-Of-Way Line of Clay Avenue, Thence South, Along Said East Right-Of-Way Line, to the Northwest Corner of Lot 36 of Frisco Addition, A Subdivision in the City of Springfield, Greene County, Missouri; Thence Southwest, Along the South Right-Of-Way Line of a 20 Feet Wide Alley as Shown on the Final Plat of Said Frisco Addition, to the Northwest Corner of Lot 9 of Said Frisco Addition; Thence Continuing Southwest, Along the South Right-Of-Way Line of an Alley as Shown on the Final Plat of North Springfield, a Subdivision in the City of Springfield, Greene County, Missouri, to a Point 20 Feet West of the Northwest Corner of Lot 56 of Block 27 of Said North Springfield; Thence South, Along a Line 20 Feet West of and Parallel with the West Line of Lots 45 through 56 of said Block 27, and along its Southerly Extension, to the South Right-Of-Way Line of Pacific Street; Thence West, Along Said South Right-Of-Way Line, to the Northeast Corner of Lot 2 of Jenkins Addition, A Subdivision in the City of Springfield, Greene County, Missouri; Thence Continuing West, Along the South Right-Of-Way Line of a 16 Feet Wide Alley as Shown on the Final Plat of Said Jenkin's Addition, to the Northwest Corner of Lot 3 of said Jenkin's Addition, Being on the East Right-Of-Way Line of Grant Avenue; Thence South, Along Said East Right-Of-Way Line, to the Point of Intersection with the Easterly Extension of the North Line of Lots 33 and 34 of Delaney, Goff's, and Bouslog's Addition; Thence West, Along Said North Line, to the East Right-Of-Way Line of Douglas Avenue; Thence North, Along Said East Right-Of-Way Line, to the Point of Beginning.

Qualified voters will consist of such persons who reside in the District pursuant to the records of the Greene County Clerk as of 30 days prior to the election. The ballot will be mailed to the "qualified voters" on October 23, 2023. The ballot must be returned to the office of the Greene County Clerk in person or by mail no later than 7:00 p.m. on November 7th, 2023. Any qualified voter that did not receive a ballot in the mail or lost the ballot received in the mail may pick up a mail-in ballot at the Greene County Clerk's Office located at 940 N Boonville Ave, Springfield, Missouri 65802 between the hours 8:00 a.m. and 5:00 p.m. prior to November 7, 2023 at 7:00pm.
The Ballot to be used will be substantially as follows:

Sample Ballot

QUESTION

Shall the Commercial Street Community Improvement District (the District) increase the sales and use tax imposed on all retail sales within the District which are subject to taxation under the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, with certain exceptions set forth in Section 67.1545 of the Revised Statutes of Missouri, as amended, from the rate of one-half percent (0.5%) to the rate of one percent (1.0%) (the "CID Sales Tax") for the life of the District for the purpose of providing revenues to finance and pay for public improvements, general maintenance of and services within the District, administrative costs of the District, and any other obligations of the District, including, but not limited to, the potential uses listed below?

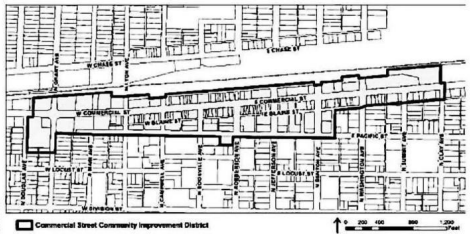
- District landscaping and maintenance
- General maintenance of sidewalks, trash cans, dumpsters, planters, tables/chairs
- Snow and ice removal
- District marketing/advertising, image enhancement and promotions
- Business retention and recruitment
- Street banners, wayfinding, and maps
- Street furniture, signage and lighting
- District security
- Administrative staffing
- Holiday decorations
- Public art

◯ Yes
◯ No

Certified this 21st day of August, 2023.

Irene Schaefer
Commercial Street CID Board President

Shane Schoeller
Greene County Clerk



SELL YOUR CAR *ADOPT A PET*
GET A JOB *FIND A HOUSE*
BUY A BOAT
FIND A TREASURE
GET A MASSAGE
HIRE A HANDYMAN
Check out the classified section everyday.

Classifieds

To Advertise, visit our website: **classifieds.news-leader.com**
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- Business & Services email: **servicedirectory@news-leader.com**
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Visit Our Website:
classifieds.news-leader.com

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. Springfield News-Leader reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. Springfield News-Leader shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

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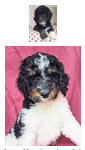
all your favorites...

Domestic Pets

Dalmatian Dalmatian puppies, pedigree, registration papers, first shots, wormed, vet checked, parents health tested. 417-260-2033 delivery options!



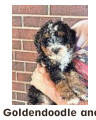
Bernedoodle 8 wk old puppies. 4 males. Vet checked, vaccinated & wormed. Non shedding breed- makes great family pets. 417-830-5349

Basset Hound Puppies 100% European Basset Hound puppies.Ready for a forever home on or after September 8th. Raised with family. AKC Registered. Champion lines. Vet checked and UTD on shots. For more information go to sunrisebassets.com or call/text 217-242-5746

Poodle puppies looking for a new home, UTD on shots, reg. **Shih-Tzu puppies** also avaialbe, 8 wks old, UTD on shots, reg, 417-298-2033

Retiring several adult mama's & daddy's to go to good homes. Taking deposits on Bichon, Shih-Tzu puppies. Designer breeds reduced. Non Shedding, Registered, Vet Checked & Socialized. Licensed Kennel. 417-736-9754 417-425-7804 www.morningsongkennels.com

Pet Adoption



Mini Goldendoodle and bernedoodles Mini f1b and multi gen Goldendoodle and bernedoodles. Please call Kandi 913-237-8099 or visit Sunflowerdoodle.com

Assorted Stuff
all kinds of things...

Wanted to Buy

FREON WANTED: Certified buyer looking to buy R11, R12, R22 & more! Call Xiomara at 312-697-1976.

Garage sales Market
neighborly deals...

Garage Sales

MOVING SALE

Brookline, 2884 S Springfield Farms Blvd (west bypass & Farm Rd 156), Fri 15 & Sat 16, 8am-?, tools-lg & sm, sm generator, ladders, garden tools, utility cabinets, sm appliances, sm apt fridge, JD collectables, misc household, books, TVs, indoor & outdoor Christmas decorations - cords & timers. Something for Everyone!

Quail Creek Neighborhood Sale Between Kansas and Campbell off Republic Rd. SAT. Only Sept 16

Neighborhood SALE

Neighborhood Garage Sale! 9/15 & 16, at Villas of Lombard, 3520 E. Lombard St. Gates Open at 7AM!

Estate Sales

ESTATE SALE

Springfield,MO, Sept. 14-16, 1895 S Forest Heights Ave, Inside this home you will find: Small/Medium Women's Clothing; Quilts; Sewing Machine & supplies; Beautiful Furniture; Housewares; Collectibles; China & Crystal; Office Supplies; Christmas Decor; Luggage & SO MUCH MORE!!!

Springfield, September14-10am-3pm September 15, 8am-3pm September 16, 8am-3pm, 3745 East Hilltop Place, Dishes, Christmas items, patio furniture, marble Island, furniture, catering items, cloths, dining room table, glass hutch, planter/ plants, misc items

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all your needs...

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Kaydie's Lawn Care Services & General Contracting
Reliable•Dependable• Affordable Rates.
Serving Springfield, Branson and Surrounding
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Your Source Public Notices
for the latest...

Bids & Proposals

NOTICE TO CONTRACTORS

OWNER: The Board of Governors for the Missouri State University

Submitted bids for the **ADDITION & RENOVATION, KEMPER HALL** must be received electronically through our e-bidding service provider, DemandStar at https://www.demandstar.com/app/agencies/missouri/missouri-state-university/procurement-opportunities/f6e6a3d7-625e-4022-8b68-c47f650addc0/, by **2:00 p.m. on September 26, 2023.** Submitted bids will then be publicly opened and read aloud. With each proposal, a certified check or bid bond properly executed by the bidder in the amount of five percent (5%) of the bid shall be submitted.

Further information on plans, specifications, and our e-bidding service provider, DemandStar can be obtained at https://plans.missouristate.edu/.

Attention of bidders is particularly called to the requirements as to the conditions of employment to be observed. Bidders must agree to comply with the prevailing wage rate provisions and other statutory regulations as referred to in the specifications.

MSU is an AA/EO institution.

Govt Public Notices

2023 Public Transit-Human Services Coordination Transportation Plan Update Notice of Public Comment

The Missouri Department of Transportation (MoDOT) contracted with the Southwest Missouri Council of Governments (SMCOG) to prepare a five-year update to the regional Public Transit-Human Services Coordinated Transportation Plan. The regional Public Transit Human Services Coordination Plan (PTHSCP) presents an evaluation of public transportation needs of senior citizens, individuals with disabilities, and low-income individuals while identifying and prioritizing strategies for addressing these needs. The PTHSCP will help to identify projects and organizations eligible for Federal Transit Administration (FTA) grant funding. This plan covers the ten county SMCOG region of Barry, Christian, Dade, Dallas, Greene, Lawrence, Polk, Stone, Taney and Webster counties, but excludes the Ozarks Transportation Organization boundaries in the Springfield metro area.

The preliminary draft is available for review and comment online at https://www.smcog.org/programs-transportation until Friday, October 13, 2023. The public is strongly encouraged to comment on the plan and ensure that the transportation needs of senior citizens, persons with disabilities, and those with low incomes are identified and addressed.

The Southwest Missouri Council of Governments (SMCOG) is a Regional Planning Commission and an association of local governments in the ten-county area of southwest Missouri. SMCOG serves Barry, Christian, Dade, Dallas, Greene, Lawrence, Polk, Stone, Taney, and Webster counties. SMCOG is one of 19 active regional planning organizations throughout Missouri.

If you would like to view a printed copy or have comments on the plan, please contact Aishwarya Shrestha, Transportation Planner, Southwest Missouri Council of Governments at (417) 836-6901 or by email at AishwaryaShrestha@MissouriState.edu.

Public Notices

ABC Mini Storage 309 N Lulwood Springfield MO w/ dispose of misc contents of units: A12 & D10 on 09-18-2023

NOTICE OF PUBLIC HEARING and
15-DAY PUBLIC COMMENT & REVIEW PERIOD
The City of Springfield, Missouri is hereby giving notice that a public hearing will be held on the Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year (FY) 2022. The Citizens' Advisory Committee for Community Development (CACCD) will hold a public hearing on the FY 2022 CAPER in the 2nd Floor, West Conference Room of the Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri, on September 26, 2023, at 6:00 pm. Following presentations, any person or organization desiring to comment will be afforded an opportunity to do so. A copy of the CAPER will be available for public review and comment for 15 days from September 13, 2023 through September 28, 2023, during regular business hours, in the offices of the Planning and Development Department, 2nd Floor, Busch Municipal Building, and within any of the branches of the Springfield-Greene County Library located within the city limits of Springfield. The CAPER will also be available via the City of Springfield's website. Further information is available by contacting the Department of Planning and Development at the Busch Municipal Building, 840 Boonville Avenue, P.O. Box 8368, Springfield, Missouri 65801 or calling (417) 864-1031.
NOTE: In accordance with the Americans with Disabilities Act (ADA) guidelines, if you need special accommodations when attending a CACCD meeting, please notify the Planning & Development Department at 417-864-1037 as soon as possible to ensure our ability to accommodate your needs. In accordance with Limited English Proficiency (LEP) guidelines, language assistance is also available.

According to the Lease Agreement by and between the following parties (listed below) and TKG-StorageMart and its related parties, assigns and affiliates in order to perfect the Lien on the goods contained in their storage units, the Manager has cut the lock on their Unit(s) and upon cursory inspection, the unit(s) were found to contain the items listed below. Items will be auctioned or otherwise disposed of at the StorageMart facility listed via www.StorageTreasures.com on 09/25/2023 at 11:00AM to satisfy owner's lien in accordance with state statutes. StorageMart 0175 1905 N Glenstone Ave., Springfield, MO 65803

Lindsey Sickler, Unit #1125
Contents: yard tools, creeper, lawn furniture, coolers, totes, toolboxes, heater

Joshua Garland, Unit #1170
Contents: bedroom furniture, mattress, box spring, chair, baby items, furniture.

Steven Thompson, Unit# 1266
Contents: propane tank, hot plate, clothes, kitchen items, heater

Regina Field, Unit #2000
Contents: furniture, totes, tires, tools, lamps, bags, decor

Kaleigh Kirby, Unit #2100
Contents: washer, dryer, furniture, mattress, box springs, boxes, dressers, totes, decor, clothes

Tyrone Walker, Unit #2229
Contents: vacuum, washer, dryer, furniture, shampooer, landscape bricks, bird feeder, clothes, tables, totes, bags

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:
230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)
Proposal is due and will be opened on **October 20, 2023, at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

Public Sale

According to the Lease Agreement by and between the following parties (listed below) and TKG-StorageMart and its related parties, assigns and affiliates in order to perfect the Lien on the goods contained in their storage units, the Manager has cut the lock on their Unit(s) and upon cursory inspection, the unit(s) were found to contain the items listed below. Items will be auctioned or otherwise disposed of at the StorageMart facility listed via www.StorageTreasures.com on 09/25/2023 at 11:00AM to satisfy owner's lien in accordance with state statutes. StorageMart 0108 1723 Florida Street, Springfield, MO. 65803

Joanna Guidi, Unit #134
Contents: mower, gas can, boxes, totes, crates, glass jars, cooler, tv, furniture, ac unit, clothes, shoes, electronics, lamps, purse

Johnny Sanders, Unit #233
Contents: tools, saw, motor, clothes, wheels, motorcycle (not included in sale)

Brandi Wagner, Unit #315
Contents: boxes, blankets, clothes, heater, mirror, decor, cleaning supplies

Dawn Sikes, Unit #389
Contents: mattress, box spring, coffee table, blankets, clothes, microwave, coffee maker, boxes, vacuum, dishes.

Kylee Phipps, Unit #423
Contents: tools, cooler. mirror, monitor

Jamie Hand, Unit #424
Contents: furniture, beds, treadmill, rugs, clothes, decor, lamps, boxes, totes

Public Notices

REQUEST FOR PROPOSAL COMMERCIAL REAL ESTATE AGENT
Ozark School District is seeking a commercial realtor/agent to sell/purchase land and facilities. All properties are to be located within the District boundaries. SUBMITTAL REQUIREMENTS The District will receive submissions at the Ozark Central Office 1600 West Jackson St Ozark, MO 65721 for REQUEST FOR PROPOSAL - COMMERCIAL AGENT. Proposals will be accepted until 12:00 p.m. on September 22, 2023. Proposals submitted after that time will not be accepted. For more information, please contact Dr. Curtis Chesick at 417-582-5952 or by email at Curtis-Chesick@OzarkTigers.org.

Public Sale

Notice given that on September 21st, 2023, at 9:00am, an AUCTION will be held to satisfy a landlord's lien per section 415.415.1 RGMO, on the contents of storage units at Kansas Expwy Self Storage, 1031 S Wabash Ave, Springfield, MO 65802 AND at Storage Zone, 1832 S State Hwy MM, Springfield, MO 65802. SEALED BIDS will be open at 9:00am and posted at 10:00am. Sales subject to cancellation. Please call day of to verify status at 417-829-5000. D2 Natalie Brede, I-04 Justin Randolph, H1 William Tolbert, L6 Emily Looney, I-38 Hailey Smith, E30 Lane Sydner, F38 Garrett Welsh
September 14 2023
LCLM0021078

Public Sale

SELL YOUR CAR · BUY A BOAT · GET A DATE · GET A JOB
ADOPT A PET · FIND A TREASURE · LEARN YOGA · HIRE A HANDYMAN

Find whatever you need. Check out the classified ads everyday.

"To you, it's the perfect lift chair. To me, it's the best sleep chair I've ever had." — J. Fitzgerald, VA

Pictured is Luxurious & Lasting Miralux™. Ask about our 5 Comfort Zone chair.

3 CHAIRS IN ONE: SLEEP/RECLINE/LIFT

You can't always lie down in bed and sleep. Heartburn, cardiac problems, hip or back aches – and dozens of other ailments and worries. Those are the nights you'd give anything for a comfortable chair to sleep in: one that reclines to exactly the right degree, raises your feet and legs just where you want them, supports your head and shoulders properly, and operates at the touch of a button.

Our Perfect Sleep Chair® does all that and more. More than a chair or recliner, it's designed to provide total comfort. **Choose your preferred heat and massage settings, for hours of soothing relaxation.** Reading or watching TV? Our chair's recline technology allows you to pause the chair in an infinite number of settings. And best of all, it features a powerful lift mechanism that tilts the entire chair forward, making it easy to stand. You'll love the other benefits, too. It helps with correct spinal alignment and promotes back pressure relief, to prevent back and muscle pain. The overstuffed, oversized biscuit style back and unique seat design will cradle you in comfort. Generously filled, wide armrests provide enhanced arm support when sitting or reclining. **It even has a battery backup in case of a power outage.**

White glove delivery included in shipping charge. Professionals will deliver the chair to the exact spot in your home where you want it, unpack it, inspect it, test it, position it, and even carry the packaging away! You get your choice of Luxurious and Lasting Miralux, Genuine Italian Leather, stain and liquid repellent Duralux with the classic leather look, or plush MicroLux microfiber, all handcrafted in a variety of colors to fit any decor. **Call now!**

journey perfect sleep chair
888-717-9419
Please mention code 116687 when ordering.

Now available in a variety of colors, fabrics and sizes.

Genuine Italian Leather classic beauty & style — Chestnut

Long Lasting DuraLux™ stain & liquid repellent — Burgundy, Tan, Chocolate, Blue

MicroLux™ Microfiber breathable & amazingly soft

New *Miralux™* luxurious & lasting — Light Gray, Saddle, Chocolate

mobility | sleep | comfort | safety

enjoying life never gets old™ journey HEALTH & LIFESTYLE

Because each Perfect Sleep Chair is a made-to-order bedding product it cannot be returned, but if it arrives damaged or defective, at our option we will repair it or replace it. © 2022 Journey Health and Lifestyle.

ACCREDITED BUSINESS A+

466635

4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477• tips@tips-usa.com

August 28, 2023

Daily Journal of Commerce, Inc.
Attn: Michelle Ropp

Please print the following **LEGAL NOTICE: Friday, September 8, 2023, AND Friday, September 15, 2023**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230901 Audio Visual Equipment, Supplies, and Services
230902 Permanent Modular Buildings JOC
230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
230904 Books, Library, and Educational Materials
230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets and affidavits are required for ALL TIPS Bid Ads.

Please email proofs, tear sheet copies, affidavit, and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,

Shelley Black
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

Daily Journal of Commerce
11 NE Martin Luther King Jr Blvd.
Portland, OR, 97232
Phone: 503-226-1311 Fax: 503-222-5358

DJC OREGON

Affidavit of Publication

To: The Interlocal Purchasing System Tips - Shelley Black
4845 US Hwy 271 N
Pittsburg, TX, 756864303

Re: Legal Notice 2537222, PROCUREMENT SOLICITATIONS

State of OR }
} SS:
County of Multnomah }

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
PROCUREMENT SOLICITATIONS
THE INTERLOCAL PURCHASING SYSTEM
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 2 time(s) in the following issues:
09/08/2023 and 09/15/2023.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 15th day of September 2023

By: Michelle A Ropp
Michelle A. Ropp

By: N Bjork

Nick Evan Bjork
Notary Public, State of OR
No. 995746
My commission expires on January 12, 2024

OFFICIAL STAMP
NICHOLAS EVAN BJORK
NOTARY PUBLIC - OREGON
COMMISSION NO. 995746
MY COMMISSION EXPIRES JANUARY 12, 2024

ns Bidding Documents
d:
Center (Electronic only),
Email: plancenter@

actors Plan Center, 5468
l Drive, Milwaukie, OR

change of Washington,
more Ave., Everett, WA

oading Bidding Docu-
City's website can request
n the official Planholders
n email to engineering@
n.gov. Bidders are not re-
Planholders list to submit
ject.
rifications and Notices
nline on the City's web-
Bidders are responsible
e website on a daily ba-
dum must be signed and
he Bid to be considered
offer. The City is not re-
ure of bidders to receive
changes or corrections
y and posted as stated

or requests for clarifica-
omitted by **5:00 PM (Lo-
hursday, September 14,**
days prior to bid opening
onses. All final respons-
ed on the City's website
ree (3) days prior to Bid

al public works project
prevailing wages (ORS
S 279C.870).
accompanied by a certi-
nier's check or bid bond
City of Sherwood in an
ten percent (10%) of the

erwood may reject a bid
comply with prescribed
ng procedures and re-
uding the requirement to
e bidder's responsibility
C.375(3)(b), and that the
for good cause, all bids
doing so is in the public
serves the right to waive
es in any bid.
ormation regarding this
Craig Christensen, P.E.,
1 or by e-mail at chris-
oodoregon.gov.
3 & 11, 2023.

2537470

AND SERVICES

ID COMMUNITY OLLEGE

**ABLE HOUSING
ENT INFORMATION
EQUEST
on is due 2:00 PM,
ober 6, 2023
FOR INFORMATION
PCS23-008RFI**

munity College is looking
regarding the potential
roperty for the develop-
dable Housing PCS23-

responses to Michael
tor of Procurement and
designee, via Portland
llege's BidLocker page:
us/a/pcc/BidLocker], not
ber 6, 2023 at 2:00 PM
ccordance with the RFI.
Solicitation for Proposals

ies are strongly encour-

Sealed Proposals will be received online by October 5, 2023 as instructed on the City Bonfire Portal at https://bendoregon.bonfirehub.com. Proposals may also be submitted to the City, via mail, or in person. Please contact the Issuing Officer no later than two (2) business days prior to Proposal due date to make arrangements ahead of time for an in-person submission. Hard copies will not be accepted unless the Proposer has made arrangements ahead of time. If a hard copy of the Proposal is submitted without prior coordination with the Issuing Officer, the Proposal will be returned (unopened) to the Proposer without consideration. No faxed or emailed submissions will be accepted.

The RFP documents are available for download on the Portal https://bendoregon.bonfirehub.com. In order to download and respond to posted solicitations, Proposer will need to register as a vendor by visiting: (link). Once registered, follow the instructions to download the documents: 1) Log in to the Portal, 2) Under "Action" column of "Open Public Opportunities" page, click on "View Opportunity" next to Project, 3) Scroll down to "Supporting Documentation" section to download documents. Proposers are responsible for checking the Portal for the issuance of any addenda prior to submitting a proposal. Proposal results are available via the Bonfire Portal.

The City of Bend reserves the right to: 1) modify, revise or withdraw this request for proposal, 2) reject any or all proposal not in compliance with public solicitation procedures and requirements, 3) select consultant on the basis of the proposals or to conduct interviews with the highest qualified proposers after scoring, 4) seek clarifications of any or all proposals, and 5) to select the proposal which appears to be in the best interest of the City.

Publish: September 8, 2023

Heather Herauf
Procurement and Public Contracts Manager
541-385-6677

Published Sep 8, 2023. 2537161

DOUGLAS ELECTRIC COOPERATIVE

**TREE REMOVAL AND ELECTRIC LINE CLEARING
Bids due 3:00 pm,
September 27, 2023
INVITATION TO BID**

LEGAL NOTICE TO CONTRACTORS

Douglas Electric Cooperative (DEC) invites bids for Tree Removal and Electric Line Clearing during the thirty-six-month period October 4, 2023, to October 4, 2026. BKI Engineering Service will be accepting bids on behalf of DEC. The Awarding Authority will be Douglas Electric Cooperative. A contract will be awarded to the lowest responsible and eligible bidder.

The Bid Package will be available at 12:00 noon on September 11, 2023. The official bid package will be provided only to vendors pre-registered with the BKI Engineering Bid Center. Email Edward Hockaday at edwardh@bki.cc to register your company with the Bid Center. Once registered, the Bid documents may be obtained with your login credentials from BKI online by visiting the Bid Center: https://protect-us.mimecast.com/s/bSXaCjRwvmcnYYVzCWG631?domain=bid.bki.cc/

Bids will be received by BKI Engineering Services, **201 Park Plaza Drive, Vancouver, WA 98684 until 3:00 pm PST on September 27, 2023**, at which time all complying bids shall be publicly opened and read out loud at BKI's office. Bids may be held by BKI for a period not

Published Sep. 8, 2023. 2537483

SOURCEWELL

**SCHOOL BUSES WITH RELATED ACCESSORIES, SUPPLIES, PARTS, AND SERVICES
Proposals due 4:30 pm,
October 26, 2023
REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **School Buses with Related Accessories, Supplies, Parts, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 26, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Sep. 8, 2023. 2537224

THE INTERLOCAL PURCHASING SYSTEM

**PROCUREMENT SOLICITATIONS
REQUEST FOR PROPOSALS**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230901 Audio Visual Equipment, Supplies, and Services

230902 Permanent Modular Buildings JOC

230903 Industrial and Facility equipment, Chemicals, Supplies, and Services

230904 Books, Library, and Educational Materials

230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Sep. 8 & 15, 2023.

2537222

END OF FIRST TIME PUBLISHED

CONSTRUCTION

TUALATIN VALLEY WATER DISTRICT

**SW BARNES ROAD AND SW VIEWMONT DRIVE WATERLINE IMPROVEMENTS
BIDS DUE OCTOBER 4, 2023 BY 2:00PM.
ADVERTISEMENT FOR BIDS
PROJECT NO. C12753**

Sealed Bids for the construction of the SW Barnes Road and SW Viewmont Drive Waterline Improvements, Project No. C12753 (Project) for Tualatin Valley Water District (Owner) will be accepted by Heather Speight, Procurement and Contract Administrator, via Equity Hub's Bid Locker at https://bidlocker.us/details/3746_Viewmont_Waterline_ltb___Reissued (Bid Locker), until 2:00 p.m. local time on October 4th, 2023 (Bid Closing Time). Bidders must sign up with Bid Locker at https://bidlocker.us/Home/bidlockerus before being allowed to submit a bid. There is no cost to register. Any

1. Approximately 1,000 linear feet (lf) of 12-inch, 700 lf of 8-inch, and 120 lf of 6-inch ductile iron restrained-joint water piping with ductile iron fittings and polyethylene encasement.

2. Install via horizontal directional drilling approximately 200 lf of owner-furnished 14-inch HDPE and reducer connections.

3. One fire hydrant including ductile iron fire hydrant leads with polyethylene encasement, abandonment of existing water mains, five water service replacements, testing and special inspection, associated surface & fence restoration, clean-up, traffic control, erosion control, and incidental related work as described in the Contract Documents.

4. Engineers Estimate is $650,000 - $800,000.

The successful Bidder must achieve Substantial Completion September 27, 2024 and Final Completion by October 31, 2024. Notice to Proceed is anticipated to be issued April 1, 2024.

Bid Documents may be obtained electronically from Bid Locker or in in either electronic or hard copy format by contacting:

Contractor Plan Center, Inc.
PO Box 2486
Clackamas, OR 97015
Phone: (503) 650-0148
Fax: (503) 650-8273
E-mail: megan@contractorplancenter.com
www.contractorplancenter.com

If a potential Bidder obtains the Bid documents from Contractor Plan Center, the Bidder is still responsible for registering with Bid Locker to submit their bid.

Addenda will be published to Bid Locker. Bidders who download bid packages from Bid locker will automatically be notified via email when addenda are published. It is the responsibility of the Bidder to obtain all addenda. Bidders are responsible for the cost of obtaining and/or printing the Bid Documents. The Bidder, including subcontractors, will also be responsible for signing a confidentiality agreement prior to obtaining the documents. Return of the documents is not required, and the amount paid for the Bid Documents is nonrefundable.

There will not be a pre-bid conference for this Project.

Contractors must be qualified in accordance with the applicable parts of ORS 279 to enter into a contract with the Owner for public work in Oregon. Bidders are required to complete and submit with their bid Section 00 45 13, "Statement of Bidder's Qualifications". The Owner will investigate and determine if the qualifications of the apparent low bidder meet the minimum requirements as part of its evaluation of the lowest responsive and responsible bid.

No bid will be received or considered by the Owner unless the Bid Form contains, or is accompanied by, a statement by the bidder as a part of the bid that the provisions required by ORS 279C.800 through 279C.870 pertaining to prevailing wages are included in this Contract. Contractor licensing under ORS 468A.720 for asbestos abatement is not a requirement of this Project. Each bid must contain a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120. Each bid must contain a statement as to whether the bidder is registered with the Oregon Construction Contractors Board in accordance with the provisions of ORS 279C.365.

Bids must be submitted on the prescribed forms and must be accompanied by a certified check or bid bond executed in favor of the Tualatin Valley Water District in an amount not less than ten (10) percent of the amount bid. The successful bidder will be required to furnish

lice Station projects is b
grants through Business
structure Finance Author
awarded $2,492,700 for
construction of Fire Sta
Rehabilitation, and $2,47
sign and construction of
tion Seismic Rehabilitati

SCOPE OF WORK: of the City Council, it is selected consultant will neering, Architectural, a Management Services Rehabilitation of Fire Sta lice Station. A detailed sc requirements will be set packet which is available

RESOURCES TO BE P City has made available cityofsutherlin.com the uments for your use in RFP: Complete RFP P Evaluation Report for th Station #1, Seismic Ev for the Sutherlin Polic which includes prelimina drawings were prepared fining the necessary sc rehabilitation work for th A hard copy can be pro by contacting Kristi Gilb ci.sutherlin.or.us or 541-4

REQUEST FOR ADDIT MATION: Proposers ma tions or a request for ad tion. All questions and/o be submitted via emai September 21, 2023, at 3

Proposal Packages ar p.m. PST on Wednesd 2023
No proposals will be this date and
Submit Proposal Pa
City of Sutherlin, K
126 E. Centra
Sutherlin OR 9
(541) 459-28

Published Sep. 6 & 8, 20

COQUILLE INDI

**KO-KWEL WELLNE COUNSELING
Bids Due 12 Septe by 4:00 P
INVITATION T**

Sealed bids will be r Coquille Indian Tribe fo WELLNESS CENTER SUITE at projects@coqu

Briefly, the work is des ations to the existing b RIVER ROAD, EUGEN Beginning August 22nd Documents, including specifications, drawings and sample form of agre able for downloading in the State of Oregon at buys.gov/bso. A Non-M through has been sched August 2023 at 8:00 AM Indian Tribe reserves th ject any or all Bids not in all bidding procedures ar (2) postpone award of th period not to exceed sixt the date of bid opening, malities in the Bids, and which appears to be in th the Owner. Coquille Indi ages bids from America Native, Minority, Women Small Businesses.

Published Aug. 23, 25, 2 6, 8 & 11, 2023.

DESCHUTES C
DEPARTMEN

hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color, or national origin in consideration for an award.

Published Sep. 15, 2023. 2539532

MEDFORD WATER COMMISSION
SODIUM HYDROXIDE
Bids Due 2:00 pm, October 3, 2023
INVITATION TO BID

Notice is hereby given that Medford Water Commission (Medford Water), by and through its Board of Water Commissioners, will receive sealed bids until 2:00 p.m. Local Time, Tuesday, October 3, 2023, at the Medford Water office, 200 South Ivy Street - Room 177, Medford, Oregon 97501 for the following:

WATER TREATMENT CHEMICALS: Sodium Hydroxide

Bids received after the time established for receiving bids will not be considered. Facsimile bids are not acceptable. All bids shall be submitted as set forth in the General Specifications and must contain a signed Bid Form. Medford Water is not responsible for bids submitted in any manner, format, or to any delivery point other than as required by the bid document.

NOTE: on Wednesday, September 13, 2023, Bid Documents and any Addenda will be available electronically for download at no charge at http://www.medfordwater.org. Follow the link on the homepage, under Doing Business and Bids marked "**BID FOR SODIUM HYDROXIDE - 2023**", then select 'click here for plans' under the Plans column. Contact Mark Depner, Purchasing Agent at mark.depner@medfordwater.org or (541) 774-2459 to register and obtain the login password. Bidders shall be responsible for all costs related to printing and reproduction of Bid Documents. Bidders should check the website regularly until closing to avoid missing any Addenda, which will only be available online. Printed Bid Documents will not be mailed by Medford Water. Do not include excise tax.

No charges for packing or drayage, or for any other purpose, will be allowed over and above the prices quoted herein. Bid price shall be FOB delivered and include delivery costs to the destinations as stated in the Bid Form. Bidders who obtain their Bid Documents only from plan centers, or by means other than the Medford Water website, are responsible for ensuring they have all Addenda; they will not be registered or appear on the list of planholders and will not receive notifications from Medford Water regarding this Invitation to Bid.

The single point of contact for questions regarding the Invitation to Bid, bidding process, clarification, award process, protests, or any other issues that arise, is Matt Severloh, Water Treatment Plant Supervisor at (541) 774-2743 or matt.severloh@medfordwater.org. Each bid must contain a statement as to whether the bidder is a resident, as defined in ORS 279A.120. Bids are to be submitted on the Bid Form and placed in a sealed envelope marked "**BID FOR SODIUM HYDROXIDE - 2023**"; Attention Matt Severloh, Water Treatment Plant Supervisor, 200 South Ivy Street - Room 177, Medford, Oregon, 97501. Medford Water does not guarantee any amount of work as a result of this Invitation to Bid. Medford Water reserves the right to reject any or all bids and to waive irregularities or informalities in a bid or in the opening, select one or more vendors, and may cancel the procurement in accordance with ORS 279B.100. Award of the procurement will be subject to approval of the Board of Water Commissioners.

Dated this 13th day of September 2023.
BOARD OF WATER COMMISSIONERS
CITY OF MEDFORD, OREGON
Brad A. Taylor, General Manager
Published Sep. 15, 2023. 2539548

REGION 4 EDUCATION SERVICE CENTER
CHEMISTRY, BIOLOGY, PHYSICS AND ANATOMY INSTRUCTIONAL SUPPLIES AND SERVICES
Proposals due 2:00 pm, November 2, 2023
REQUEST FOR PROPOSALS

Region 4 Education Service Center is requesting proposals from qualified and experienced firms to provide Chemistry, Biology, Physics and Anatomy Instructional Supplies and Services (RFP No.23-07). In order to be considered, the Offeror must complete and submit a proposal to Region 4 Education Service Center in accordance with the solicitation documentation available at https://www.esc4.net/services/purchasing/region-4-omnia-solicitations.

PRE-PROPOSAL CONFERENCE: Tuesday, October 3rd, 2023, 2:00 pm central time, 7145 West Tidwell Road, Houston, TX 77092 and virtually.

PROPOSAL DUE DATE:

November 2nd, 2023, BEFORE 2:00 PM central time. CONTACT: Crystal Wallace; Business Operations Specialist, Cwallace@esc4.net

Published Sep. 15, 2023. 2539385

SOURCEWELL
REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
Proposals due 4:30 pm, November 2, 2023
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Sep. 15, 2023. 2539378

END OF FIRST TIME PUBLISHED

CONSTRUCTION

PORT OF COLUMBIA COUNTY
MULTNOMAH INDUSTRIAL PARK NEW BUILDING PROJECT
Proposals Due 4:00 pm, October 6, 2023
REQUEST FOR PROPOSALS

The Port of Columbia County is seeking proposals for a new 10,320 SF maintenance building with site improvements in St. Helens, Oregon. Bid packets containing the RFP with plans and specifications for this project may be found on the Port's website, www.portofcolumbiacounty.org; obtained from the Port Offices located at 100 E. St., Columbia City, from 8:00 to 5:00, M-F; or requested via e-mail at house@portofcolumbiacounty.org. **Submissions must be received by 4:00 PM on Friday, October 6, 2023**. For questions, please call 503-928-3259."

Published Sep. 13, 15, 18, 20, 22, 25, 27, 29; Oct. 2, 4 & 6, 2023.

2538719

GOODS AND SERVICES

ADMINISTRATIVE SCHOOL DISTRICT #1 BEND-LA PINE SCHOOLS
GEOTECHNICAL SERVICES
BEND HIGH SCHOOL MODERNIZATION
Proposals Due 2:00 pm, September 27, 2023
REQUEST FOR PROPOSALS

The Administrative School District #1 - Bend-La Pine Schools requests proposals from qualified firms for comprehensive geotechnical services for the construction of building and site improvements to the existing Bend High School. The basic program outline is as follows: The Bend High School Modernization project is a major rebuild of the existing Bend High School over a multi-year phased construction duration. The project will include demolition and reconstruction of large portions of the building as well as a renovation of the existing auditorium and production kitchen. The project will also include reconfiguration of the site with new parking, athletic field and site structure arrangement. Request for a complete RFP Package including project scope, specifications, and clarifications should be directed to Mike Condon, Project Manager (mike.condon@bend.k12.or.us), 541-355-1172. Sealed proposals shall be received no later than 2:00 p.m., current local time, 27 September 2023 at:

Bend-La Pine Schools
Facilities Development Office
520 NW Wall Street, Room 330
Bend, OR 97703

Bend-La Pine Schools may reject any proposal not in compliance with prescribed procedures and requirements and may reject for good cause any and all proposals upon a finding that it is in the public interest to do so. Bend-La Pine Schools is not responsible for any costs of any proposers incurred while submitting proposal; all proposers who respond to solicitations do so solely at their own expense.

Published Sep. 13 & 15, 2023.

2538706

COQUILLE INDIAN TRIBE
COMMUNITY VISIONING CONSULTANTS
Bids Due 3 October 2023 by 2:00 PM PST
REQUEST FOR PROPOSALS

Requests for Proposals will be received by the Coquille Indian Tribe for COMMUNITY VISIONING CONSULTANTS at projects@coquilletribe.org.

Briefly, the work is described as consulting and associated deliverables for a tribe-wide visioning process. Beginning September 8th, 2023, Proposal Documents, including sample form of agreement are available for downloading in pdf format from the State of Oregon at https://oregonbuys.gov/bso.

The Coquille Indian Tribe reserves the right to (1) reject any or all proposals not in compliance with all outlined procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of opening, (3) waive informalities in the proposals, and (4) select the proposal which appears to be in the best interest of The Tribe. Coquille Indian Tribe encourages bids from American Indian/Alaska Native, Minority, Women, and Emerging Small Businesses.

Published Sep. 13, 15, 18, 20, 22, 25, 27, 29 & Oct. 2, 2023.

2538667

JACKSON COUNTY
MULTI-USE PANDEMIC RESPONSE CENTER CONSTRUCTION PROJECT
NOTICE OF PUBLIC HEARING

The Jackson County Local Contract Review Board is considering an exemption from competitive bidding requirements for a Multi-Use Pandemic Response Center construction project as allowed under Oregon Revised Statute (ORS) 279C.335(2) and Jackson County Local Contract Review Board Rules, Division 1-120.c. A public hearing will be held on September 27, 2023, at 9:25 a.m. in the Courthouse Auditorium located at 10 South Oakdale, Medford, Oregon, and by audio/videoconference for all interested persons to appear and be heard.

Jackson County is requesting an exemption from competitive bidding requirements for the use of a Construction Manager/General Contractor (CM/GC) as the alternative contracting method for the planning, design, and construction of the Multi-Use Pandemic Response Center project on the Jackson County Expo grounds.

A copy of the Exemption Request, including Draft Findings, can be obtained during regular business hours at the Jackson County Facility Maintenance Department, 10 South Oakdale, Room 208, Medford, OR 97501, or by email at DeSautRA@jacksoncounty.org

Public input will be limited to five minutes per person; if there is additional information to provide beyond the five-minute limit, individuals are encouraged to submit comments in writing. An extension of the five minute per person time limit may be approved by a majority of the Board.

If an accommodation, auxiliary aid, or service is needed to participate in a County meeting, please contact the Human Resources Office hr@jacksoncounty.org or 541-774-6036 or TTY/TDD 711 or 800-735-2900. Requests made at least 48 hours prior to the meeting, preferably in writing, will assist County staff in providing the accommodation.

***To join or participate by audio/videoconference, go to https://jacksoncountyor.zoom.us/j/92182122821 or call 1-253-215-8782 and enter Webinar ID No. 921-8212-2821**.

Published Sep. 13, 15, 18, 20, 22 & 25, 2023.

2538669

PORT OF COLUMBIA COUNTY
MOWING SERVICES
Proposals Due 5:00 pm, September 22, 2023
REQUEST FOR PROPOSALS

The Port of Columbia County is seeking proposals for Mowing and Yard Services at various Port facilities. Interested contractors may obtain the RFP documents from the Port's website, www.portofcolumbiacounty.org; from the Port Office located at 100 E. Street, Columbia City, from 8:00 to 5:00pm; or via e-mail at house@portofcolumbiacounty.org. **Submissions must be received by 5:00 on Friday, September 22, 2023.** For questions, please call 503-928-3259."

Published Sep. 1, 4, 6, 8, 11, 13, 15, 18, 20 & 22, 2023.

2535403

THE INTERLOCAL PURCHASING SYSTEM
PROCUREMENT SOLICITATIONS REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230901 Audio Visual Equipment, Supplies, and Services

230902 Permanent Modular Buildings JOC

230903 Industrial and Facility equipment, Chemicals, Supplies, and Services

230904 Books, Library, and Educational Materials

230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Sep. 8 & 15, 2023.

2537222

Public Notices

ATTENTION LEGAL ADVERTISERS — CHECK YOUR ADS!!!

Notify the Legal Advertising Department of errors immediately.
We will not be responsible for errors after the FIRST publication of any advertisement.
To place or make corrections to a Legal Advertisement, please call 503-802-7205.
FAX: 503-222-5358 E-mail: mropp@djcoregon.com
Deadline: **9:30 A.M.** the business day prior to publication.

FIRST TIME PUBLISHED

HEARINGS AND MINUTES

MULTNOMAH COUNTY
NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing of the Multnomah County Budget Committee of Multnomah County, State of Oregon, to discuss a proposed supplemental budget for the fiscal year July 1, 2023 to June 30, 2024, will take place on Thursday, September 21 , 2023 after 9:30 a.m. The purpose of the hearing is to discuss the supplemental budget with interested persons.

This is a public meeting where deliberation of the Budget Committee will take place. Any person may join the meeting which will be held in the Multnomah Building at 501 SE Hawthorne Blvd., Portland, Oregon, in Boardroom 100. Written testimony can be sent to boardclerk@multco.us.

The meeting will be accessible to the public via phone and electronic device. Any person may participate at the meeting and discuss the proposed programs with the Budget Committee. To sign up to testify or submit written testimony, use the virtual public testimony form: https://multco.us/board/testimony. To listen to the meeting via phone, dial +1-415-655-0001 and enter access code: 2663 272 3467 when prompted. To view the meeting on your electronic device, go to the Multnomah County Board YouTube channel: https://www.youtube.com/c/MultCoBoard.

To request a copy of the budget document or if you have questions pertaining to the budget process, please call 503-988-7689.

	FY 2024 Current Budget	This Action	Revised Budget
Coronavirus (COVID-19) Response Fund (1515)			
Resources			
Intergovernmental	48,878,809	1,127,000	50,005,809
Total Resources	**48,878,809**	**1,127,000**	**50,005,809**
Requirements			
Contractual Services	41,351,130	617,000	41,968,130
Internal Services	476,913	0	476,913
Materials & Supplies	260,094	0	260,094
Personnel	6,789,872	510,000	7,299,872
Total Expenditures	**48,878,009**	**1,127,000**	**50,005,009**

Published Sep. 15, 2023. 2539571

MULTNOMAH COUNTY
NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing of the Multnomah County Budget Committee of Multnomah County, State of Oregon, to discuss a proposed supplemental budget for the fiscal year July 1, 2023 to June 30, 2024, will take place on Thursday, September 21 , 2023 after 9:30 a.m. The purpose of the hearing is to discuss the supplemental budget with interested persons.

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The meeting will be accessible to the public via phone and electronic device. Any person may participate at the meeting and discuss the proposed programs with the Budget Committee. To sign up to testify or submit written testimony, use the virtual public testimony form: https://multco.us/board/testimony. To listen to the meeting via phone, dial +1-415-655-0001 and enter access code: 2663 272 3467 when prompted. To view the meeting on your electronic device, go to the Multnomah County Board YouTube channel: https://www.youtube.com/c/MultCoBoard.

To request a copy of the budget document or if you have questions pertaining to the budget process, please call 503-988-7689.

	FY 2024 Current Budget	This Action	Revised Budget
General Fund (1000)			
Resources			
Beginning Working Capital	180,711,621	-1,500,000	179,211,621
Fees, Permits & Charges	15,776,783	0	15,776,783
Financing Sources	5,076,362	0	5,076,362
Interest	1,680,000	0	1,680,000
Intergovernmental	15,107,245	0	15,107,245
Other / Miscellaneous	59,018,803	0	59,018,803
Service Charges	16,988,836	0	16,988,836
Taxes	578,156,248	0	578,156,248
Total Resources	**872,515,896**	**-1,500,000**	**871,015,896**
Requirements			
Capital Outlay	11,323,092	0	11,323,092
Cash Transfers	16,585,285	0	16,585,285
Contractual Services	157,575,412	-1,500,000	156,075,412
Internal Services	95,115,439	0	95,115,439
Materials & Supplies	27,939,367	0	27,939,367
Personnel	463,040,183	0	463,040,183
Unappropriated & Contingency	100,928,118	0	100,928,118
Total Expenditures	**872,515,896**	**-1,500,000**	**871,015,896**
Coronavirus (COVID-19) Response Fund (1515)			
Resources			
Intergovernmental	48,878,809	11,290,438	60,169,247
Total Resources	**48,878,809**	**11,290,438**	**60,169,247**
Requirements			
Contractual Services	41,351,130	11,290,438	52,641,568
Internal Services	476,913	0	476,913
Materials & Supplies	260,094	0	260,094
Personnel	6,789,872	0	6,789,872
Total Expenditures	**48,878,009**	**11,290,438**	**60,168,447**
Supportive Housing Fund (1521)			
Resources			
Beginning Working Capital	60,599,842	0	60,599,842
Intergovernmental	96,190,265	50,530,962	146,721,227
Total Resources	**156,790,107**	**50,530,962**	**207,321,069**
Requirements			
Capital Outlay	3,140,000	3,840,000	6,980,000
Contractual Services	126,231,545	44,321,564	170,553,109
Internal Services	1,904,550	76,000	1,980,550
Materials & Supplies	387,874	861,315	1,249,189
Personnel	10,394,160	1,432,083	11,826,243
Unappropriated & Contingency	14,731,978	-	14,731,978
Total Expenditures	**156,790,107**	**50,530,962**	**207,321,069**

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Solicitation Notice

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Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230901

Solicitation Title: Audio Visual Equipment, Supplies, and Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 9/7/2023

Response Due Date: 10/20/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 88000-Visual Education Equipment And Supplies (Except Projection Lamps -See Class 285)
84086-Video Systems (For Studio Quality Production)
84014-Audio Equipment And Accessories, Television (Microphones, Mixers, And Amplifiers)

Modify Solicitation

Internal Notes

Cancel Solicitation

Published Details Internal Notes

Record Attachments

#	Name	Description

1	ESBD_File_335521_TXSMART BUY LINK.docx	This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

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- Texas Secretary of State
- HB855 Browser Statement

OTHER STATE SITES

- texas.gov
- Texas Records and Information Locator (TRAIL)
- State Link Policy
- Texas Veterans Portal

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Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230902

Solicitation Title: Permanent Modular Buildings JOC

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 9/7/2023

Response Due Date: 10/20/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 15500-Buildings And Structures: Fabricated And Prefabricated
90925-Building Construction, Prefabricated (All Types)

Modify Solicitation

Internal Notes

Cancel Solicitation

Published Details Internal Notes

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#	Name	Description
1	ESBD_File_335522_TXSMART BUY LINK.docx	This is a prospective use solicitation and not a solicitation for a specific

project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

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Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230903

Solicitation Title: Industrial and Facility Equipment, Chemicals, Supplies, and Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 9/7/2023

Response Due Date: 10/20/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 54500-Machinery And Hardware, Industrial
19000-Chemicals And Solvents, Commercial (In Bulk)
48500-Janitorial Supplies, General Line
34574-Personal Protective Equipment (Ppe), (Blood Borne Pathogen Protection), Not Listed Elsewhere
47577-Sterilizing, Sanitizing And Disinfecting Supplies: Biohazard Bags, Indicators, Sterilizing Tapes, Tubes, Wraps, Etc.

Modify Solicitation

Internal Notes

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- Texas Veterans Portal
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- Texas Secretary of State
- HB855 Browser Statement

OTHER STATE SITES

- texas.gov
- Texas Records and Information Locator (TRAIL)
- State Link Policy
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Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230904

Solicitation Title: Books, Library, and Educational Materials

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 9/7/2023

Response Due Date: 10/20/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 71500-Publications, Audiovisual Materials, Books, Textbooks (Prepared Materials Only)
95600-Library And Subscription Services (Includes Research Services, Internet And Periodical Subscriptions)
78570-Instructional Aids: Courses, Lesson Plans (Prepared), Programs, Ancillary Materials, Videos, Etc. (See Class 715 For Textbooks)

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Internal Notes

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#	Name	Description
1	ESBD_File_335524_TXSMART BUY LINK.docx	This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

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Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230905

Solicitation Title: Civilian-Use Drone Goods and Services (Non-Military)

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 9/7/2023

Response Due Date: 10/20/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 03596-*Unmanned Aerial Vehicles (UAV), Drones

Modify Solicitation

Internal Notes

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Record Attachments

#	Name	Description
1	ESBD_File_335525_TXSMART BUY LINK.docx	This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation

documents at https://www.tips-usa.com/rfp.cfm

Supplier Participation

230905

Civilian-Use Drone Goods and Services (Non-Military)

Issue Date: 9/7/2023
Response Deadline: 10/20/2023 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Participation Summary

Supplier	Email Status	Response Status
(FSS) Foodservice Sustainability Solutions		No Response
1 Stop IT Solutions	Fail	No Response
11 Series Energy, Inc.		No Response
17 Consulting, LLC		No Response
1A Smart Start, LLC		No Response
1Touch Communications (1Touch Communications LLC)		No Response
2020 Exhibits inc		No Response
203 Trading LLC (203 Trading LLC)		No Response
2NDGEAR LLC (Insight Investments, Corp.)		No Response
2TAC Corporation	Fail	No Response
3 C TECHNOLOGY LLC		No Response
3 Oaks Resource Group International (Your School Resource Group)		No Response
30430 Huntington Circle (30430 Huntington Circle)		No Response

323 Link, LLC.		No Response
360 Document Solutions, LLC (360 Document Solutions, LLC)		No Response
360 IT Professionals, Inc.	Fail	No Response
360 Solutions Group		No Response
360WATER INC (360WATER INC)		No Response
3B Scientific		No Response
3DV Corporation		No Response
3Sintegration (3Sintegration, LLC)		No Response
3T Building Materials LLC		No Response
3T Business Group LLC		No Response
4 AM CORP (4 AM CORP)		No Response
4Consulting, Inc.		No Response
4Front Network Technologies (4Front Network Technologies)		No Response
4Kboards		No Response
5 Wards Group LLC		No Response
525 Technologies		No Response
5D Solutions, Inc		No Response
5K Technical Services (5K Technical Services)		No Response
6e Technologies, LLC		No Response
9 TO 5 COMPUTER		No Response
A A R Electronics, Inc (A-A-R Electronics, Inc.)		No Response
A and A GRAPHICS		No Response
A+ Marketing		No Response
A+ Technology & Security Solutions, Inc.		No Response
AAA Business Systems		No Response
Aashish International, Inc		No Response
Abanty Systems LLC (ENVIRONMENTAL MULTISERVICE CONTRACTING SOLUTIONS LLC)		No Response
ABEL Building Systems (ABEL enterprises)		No Response
AbleNet, Inc.		No Response
ABQ-IT a Division of Albuquerque Computer & Electronics Recycling Co.		No Response
Absolute Color Ltd		No Response
Absolute Communications & Network, Inc.		No Response

Absolute Defense/Clear Defense	No Response
Absolute Facility Solutions, LLC	No Response
Abtech Technologies	No Response
Abundans Information Technology LLC	No Response
Academic Superstore (JourneyEd.com)	No Response
Academic Technologies Inc	No Response
Academy Global Learning (DBA AC Global Learning)	No Response
Accellux Solutions (Denus Global LLC)	No Response
ACCESS DATA SUPPLY, INC. (ACCESS DATA SUPPLY, INC.)	No Response
Accume Partners	No Response
Accur8 Software Solutions LLC	No Response
Accurate Utility Supply, LLC	No Response
Ace Computers (J.C. Technology, Inc.)	No Response
ACNOVATE CORPORATION	No Response
ACP CreativIT	No Response
Acronis SCS Inc.	No Response
ACT, Inc.	No Response
Action Printing (Printing Consultants, Inc.)	No Response
Actiontec Electronics	No Response
Active Defender (Boyte Group, Inc.)	No Response
ActivePure Enterprises LLC (ActivePure Technology LLC)	No Response
Activu Corporation	No Response
Acture Solutions	No Response
Acuitus Ag Inc. (Acuitus Ag Inc.)	No Response
Ad Specialty Products	No Response
Adaptive Technology Solutions	No Response
AdComp Systems Inc	No Response
Adira LLC	No Response
Adobe	No Response
Adorama, Inc	Submitted
ADT Commercial LLC	No Response
Advanced Alarms of Arkansas, Inc.	No Response

Advanced Classroom Technologies (Guardian Home Services, LLC)	No Response
Advanced Innovative IT Solutions LLC	No Response
Advanced Network Management, Inc, (Advanced Network Management, Inc,)	No Response
Advanced Networks of Texas (ANET Partners LLC)	No Response
Advanced Security Inc.	No Response
Advanced Security Technologies	No Response
Advanced Technology Services, Inc.	No Response
Advanced Threat Analysis, Inc.	No Response
Advanced VoIP Solutions (TC Telecom)	No Response
Advancia Technologies, LLC	No Response
AdvanComm, LLC	No Response
Advantage Design Group (CD Advantage Inc)	No Response
Advantage Security Technologies (Advantage Security Technologies)	No Response
Advantage Technology LLC	No Response
Advent Services (Santos-Alejandro)	No Response
Adventures in Learning, LLC (Adventures in Learning, LLC)	No Response
AEC SOLUTIONS INC. (AEC SOLUTIONS INC.)	No Response
AEEC, LLC	No Response
Aeries Education Solutions	No Response
Aero Systems West (Aero Systems West)	Submitted
AeroSync Solutions, LLC	Submitted
AeroTech EDU (AeroTech EDU)	No Response
Aerowave Technologies (Aerowave Technologies, LLC)	No Response
Aetos LLC	No Response
AF Verizon Telecom (American Financial Marketing Group Inc.)	No Response
AFA Protective Systems, Inc.	No Response
Affiliated Technology Solutions	No Response
AFL Enterprise Services, Inc. (AFL Enterprise Services, Inc.)	No Response
AGC Education	No Response
Age of Learning, Inc	No Response
Agent IT Solutions (DSMNPRO, LLC)	No Response
Agile5 Technologies, Inc. - Fairmont, WV (Agile5 Technologies, Inc. - Fairmo	No Response

nt, WV)	
Agilicus (Agilicus Incorporated)	No Response
Agility Federal LLC	Viewed
AGiRepair, Inc.	No Response
AGM Energy Services LLC	No Response
AG-NETWORK-SERVICES LLC (AG Network Services)	No Response
AGParts Worldwide, Inc. (AGParts Education)	No Response
Ahead in the Cloud (AIC), LLC	No Response
Aidex Corp (Williams Crow Inc)	No Response
Air Craft Mechanical	No Response
Airdrop IT LLC	No Response
Airtel Tower LLC (Airtel Tower LLC)	No Response
AISYS Consulting.LLC	No Response
Aita Technologies (Aita Consulting Services, Inc.)	No Response
AJL Technology Inc.	No Response
Alacrinet Consulting Services, Inc.	No Response
Alamo City Engineering Services	No Response
Alamo Music Center (Alamo Music Center)	No Response
Alarm Fire Surveillance Integrators	No Response
Alarmtec Systems (CS Integrators, LLC)	No Response
AlbuGierke Environmental Solutions	No Response
Alchemy Technology Group, LLC	No Response
Alcor Consulting, Inc	No Response
Alegna Technologies, Inc. (Alegna Technologies, Inc.)	No Response
Alias Forensics Inc. (Alias Forensics Inc.)	No Response
ALINEDS LLC	No Response
Aliron International Inc	No Response
Alis Software	No Response
Alive Studios, LLC	No Response
All About IT Inc	No Response
All American Office Supplies (Mirto Multi Services, LLC)	No Response
All Audio Visual Services (All A-V Services)	No Response

All Business Network Specialists Cor	No Response
ALL In Learning (ALL In Learning)	No Response
All Tel Networks	No Response
All Traffic Solutions, Inc. (All Traffic Solutions, Inc.)	No Response
All World Communications	No Response
Allative Technologies	No Response
ALLDATA	No Response
Allentown LLC	No Response
Alliance Enterprises, Inc.	No Response
Alliance Technology Group (Alliance Technology Group LLC)	No Response
Alliant Cybersecurity	Viewed
Alliant Cybersecurity	No Response
Allied Dispatch Solutions	No Response
Allied Express Solutions	No Response
Allovue (Allovue, Inc.)	No Response
All-purpose construction & remodeling LLC	No Response
allyIT (A1IT)	No Response
Alpha GPS Tracking	No Response
Alpha Omega Wireless Inc	No Response
Alphatex Technology Integrators Limited	No Response
Alphonso Solomon And Company, Inc. (Alphonso Solomon And Company, In c.)	No Response
Alterman (Alterman, Inc.)	No Response
Always Be Learning	No Response
Amazon Web Services, Inc. (Amazon Web Services, Inc.)	No Response
Ambit Solutions	Viewed
Ambonare	No Response
Amdocs Inc.	No Response
American AVL (American Audio, Inc.)	No Response
American CMG Services	No Response
American DataBank	No Response
American Digital Security	No Response
American Emergency Products (AEP) (American Emergency Products (AE	No Response

P))		
American Integrated Security Group, Inc.		Viewed
American Integration Contractors, LLC (Noel)		No Response
American Legacy Construction Group Inc (American Legacy Construction Group Inc)		No Response
American Packaging I, Inc		No Response
American Protective Services		No Response
American Signal Corp		No Response
American Surveillance Co	Warn	No Response
American Unit, Inc. (American Unit, Inc.)		No Response
AmericasFavoritePrinter com	Fail	No Response
AmorServ LLC		No Response
Amplified IT (Amplified IT)		No Response
AMSYS Innovative Solutions		No Response
AMTEK (LogixService Inc.)		No Response
Amusi LLC		No Response
Analytic Focus, LLC		No Response
Anandi IT		No Response
AnchorOne		No Response
Anderson LED Signs LLC (Anderson LED Signs LLC)		No Response
Andews & Associates (Andrews & Associates I.T. Solutions LLC)		No Response
Andrea Communications LLC		No Response
Andrew's Network Enterprises, Inc. dba FilteredNet (Andrew's Network Enterprises, Inc. dba FilteredNet)		No Response
Angelo Titan Technology System (Angelo Titan Technology System)		No Response
AngelTrax (IVS, Inc.)		No Response
ANI Enterprise		No Response
Anitized, LLC		No Response
Annapurna Solutions LLC		No Response
Anonymous Alerts		No Response
Anuvision Technologies Inc (Anuvision Technologies Inc)		No Response
AnyDesk Software (AnyDesk Software)		No Response
Anytime Schools (ANYTIME INTERACTIVE, LLC)	Fail	No Response

AnyWay Technologies (AnyWay Computer Co., Inc.)	No Response
AO3 Solutions, LLC (AO3 Solutions, LLC)	No Response
AP Recruiters & Associates (Precision Staffing, Inc.)	No Response
APA Music & Pictures, Inc	No Response
Apex Integrated Security Solutions	No Response
APG Technology (APG Electric, Inc)	No Response
APL nextED	No Response
Apollo Information Systems Corp	No Response
Apollo Metro Solutions (Apollo Metro Solutions, Inc.)	No Response
Apollo Office Systems (Apollo Companies Inc.)	No Response
App Maisters Inc.	No Response
Appddiction Studio	No Response
Applied Curiosity Inc	No Response
Appliedinfo Partners, Inc.	No Response
APS Industrial Services	No Response
AQUILA CUBED CONSULTING, LLC	No Response
Arbala Systems, Inc	No Response
Arbi Pulaj	No Response
Arc Global Services LLC	No Response
Archangel Tablets LLC	No Response
Arcsona (Arcsona)	No Response
Arctic Information Technology, Inc.	No Response
Ardetech Industries Inc.	No Response
Ardour Consulting LLC	No Response
Arete Marketing Solutions	No Response
Arey Jones Educational Solutions (Broadway Typewriter Company, Inc.)	No Response
Argent Associates Inc.	No Response
Argil DX LLC	No Response
ArgoPrep (Argo Brothers Inc)	No Response
Argus IT Services (Argus Partners, LLC)	No Response
Argus Talent	No Response
Argusoft America Inc	No Response

Aristotle Unified Communications	No Response
Ark Infotech LLC	No Response
Arkansas Network Experts	No Response
Arkansas Office Products (Pawloski)	No Response
Arkansas Public Safety Solutions	No Response
Arkansas Sign & Neon (Honea)	No Response
Ark-La-Tex Two Way (Shreveport Communications Service LLC)	No Response
Armodilo Display Solutions (Armodilo Display Solutions)	No Response
Armored Communications LLC	No Response
Armstrong Relocation	No Response
Artcom Associates Inc (Artcom Communications)	No Response
Arthur Lawrence Management LLC	No Response
Arya Group LLC (AmaraWorks LLC)	No Response
ASAP Security Services	No Response
ASC Networks USA Inc.	No Response
Ascend Education	No Response
Ascend Strategic Consulting	No Response
Ascenda Services	No Response
Ascendant Office Solutions (Ascendant Office Solutions)	No Response
ASCENDING LLC (ASCENDING LLC)	No Response
Asero security	No Response
Ask IT Consulting Inc (Ask IT Consulting Inc)	No Response
Aspell Services, Inc. (Aspell Services, Inc.)	No Response
Aspen Communications	No Response
Aspen Custom Electronics (Aspen Custom Electronics, Inc.)	No Response
Aspire HR, Inc.	No Response
Aspire Technology Partners, LLC	No Response
Aspiryon, LLC.	No Response
AssetWorks dba Go Solutions	No Response
Associated Theatrical Contractors (Associated Theatrical Contractors)	No Response
Assurance AV Solutions	No Response
ATA Technologies	Viewed

Athlete Intelligence (Athlete Intelligence)		No Response
Atlas Communications Solutions LLC		No Response
Atlas Consulting (Atlas Technology Consulting and Management)		No Response
Atmark Trading		No Response
Atos IT Solutions & Services, Inc.		No Response
ATP GOV LLC		No Response
ATSD Ltd Co (American Technical Service Delivery Ltd. Co.)	Fail	No Response
ATSI LLC (Advanced Technological Systems Integration)		No Response
Audio Enhancement Inc.		No Response
Audio Optical Systems of Austin Inc		No Response
Audio Video Corporation		No Response
Audio Visual Aids Corp (Audio Visual Aids Co)		No Bid
Augmented Training Systems		No Response
August Schools, Inc (August Schools, Inc)		No Response
AUNINC TECHNOLOGY SOLUTIONS	Fail	No Response
Aura Screens Inc (Aura Screens Inc)		No Response
Austen Consultants (Austen Consultants, LLC)		No Response
Austin Data Logics		No Response
Austin Latino Tech (Austin Latino Tech LLC)		No Response
Austin Mac Repair LLC		No Response
Autmow, LLC		No Response
Automation Integrated, LLC.		No Response
AV Design Pros		No Response
AV Solutions Plus LLC (AV Solutions Plus LLC)		No Response
Avant Assessment (Avant Assessment)		No Response
Avant Systems Inc (Avant Systems Inc)		No Response
Avaya Inc.		No Response
AVDG LLC		No Response
Avela, Inc (Formerly Matchmaker Information Technologies, Inc.)		No Response
Aventis Systems, Inc.		No Response
Avenu Insights & Analytics, LLC		No Response
Avenues International Inc.		No Response

AVEX		No Response
AVI SPL		No Response
AVI Systems, Inc.	Warn	No Bid
Avidex Industries LLC		No Response
AVSANT LLC (RP Tellone and Company)		No Bid
AvTek Solutions, Inc.		No Response
Axelliant, LLC		No Response
Axiom IT Solutions (Axiom IT Solutions)		No Response
Axtion Technology		No Response
Azavar Audit Solutions, Inc.		No Response
Azumo LLC (Azumo LLC)		No Response
Azuris Consulting LLC		No Response
B and H Foto & Electronics Corp.		No Response
B&K Technology Solutions (B&K Technology Solutions)		No Response
B9Creations LLC.		No Response
Bacallao Enterprises INC		No Response
BadgePass		No Response
Bafmin LLC		No Response
Ballogy, Inc. (Ballogy, Inc.)		No Response
Ballou Fire Systems (Ballou Fire Systems)		No Response
Bansar Technologies Inc		No Response
BARBARIAN USA INC.		No Response
Barbizon Lighting (Barbizon Electric Co., Inc.)		No Response
Barcodes LLC		No Response
Barcom Technology Solutions (Jet Web Communications)		No Response
BARESQUE USA LLC		No Response
Bark Networks, LLC		No Response
Bark Technologies, Inc.		No Response
Barons Inc.		No Response
Barupon LLC		No Response
BAT Security (North Texas Fire & Security, Inc.)		No Response
Bawse Enterprises, LLC (Blafrican Bawse Enterprises, LLC)		No Response

BB2 Technology Group		No Response
BCS,INC (Business Communications Systems, Inc)		Viewed
BDJtech (J. Sweigart Inc)		No Response
BDO Public Sector, LLC		No Response
BDO USA, LLP		No Response
Beable Education, Inc.		Viewed
Beckwith Electronic Engineering Company		No Response
Beereaders (Beereaders)		No Response
Beltronics Inc		No Response
Benchly, Inc.		No Response
Benchmark Education Company LLC		No Response
BenchmarkONE K12 (BenchmarkONE K12)		No Response
Bennett Management Solutions, LLC		No Response
Bensberg Pro Audiovisual		No Response
BEPC, Incorporated		No Response
Berkeley Research Group (Berkeley Research Group)		No Response
Berry Dunn McNeil & Parker, LLC (BerryDunn)		No Response
Bibliotheca, LLC		No Response
BidPrime		Viewed
Big Hit Creative Group (Big Hit Productions)		No Response
Binyod LLC		No Response
Birch Cline Technologies		No Response
BIS Consultants (BIS Consulting LLC)	Fail	No Response
Bison Controls, LLC (Bison Controls, LLC)		No Response
Bithrive, Inc		No Response
BiTS4BYTE		No Response
Biz Web Shop (Troxler Inc.)		No Response
BizSupplies		No Response
BKJ Global Management Consulting, LLC		No Response
BKTB Group, Inc dba MC Austin		No Response
Black Glove Inc.		No Response
Black Rock Technology Group		No Response

BLACKBOARD INC.		No Response
Blackhawk Group, LLC		No Response
BlackHawkData		No Response
Blackline Safety Corp		No Response
Blackshear Central LLC	Fail	No Response
Blackswan Cybersecurity		No Response
Blank Technologies Corp	Fail	No Response
Blenderbox		No Response
B-Line Medical, LLC		No Response
Blinqdata LLC		No Response
Blocksi Inc. (Blocksi Inc.)		No Response
Blooket LLC		No Response
BloomBoard, Inc. (BloomBoard, Inc.)		No Response
Bloomz		No Response
Blu Avo Group LLC		No Response
Blue Guys IT		No Response
Blue Hill Data Services (Computer Technologies U.S.A. LLC)		No Response
Blue Iron Technologies		No Response
Blue Layer (localLINUX, Inc.)		No Response
Blue Lynk, LLC		No Response
Blue Plains Technology, LLC		No Response
Blue Raster LLC		Viewed
Blue Refuge LLC		No Response
Blue Rose Consulting Group, Inc.		No Response
Blue Sky Technologies LLC		No Response
Bluebird Solutions Inc		No Response
BLUECIEL LLC		No Response
Bluegrass Educational Technologies, LLC.		Viewed
Bluejacket Industries Materials, LLC		No Response
BlueNet Technologies, Inc.		No Response
Blueprint Systems LLC (Blueprint Systems LLC)		No Response
Bluerange Technology		No Response

BlueRock CG, LLC (BlueRock CG, LLC)	No Response
BlueVantage, LLC	No Response
Bluewave Security (Bluewave Security)	No Response
Bluum Technology USA	Viewed
BLUUM USA, INC.	Submitted
BMCTEX ENTERPRISES LLC	No Response
BMI Imaging Systems, Inc.	No Response
Bock Technologies Inc.	No Response
Body Interact Inc.	Viewed
Bonadio & Co., LLP	No Response
Bookbinding & Laminating Inc	No Response
BookNook Inc	No Response
Boom Learning (Omega Labs Inc)	No Response
BorderLAN	No Response
Boundless Assistive Technology	No Response
Bracane Company	No Response
BrainBox AI (BRAINBOX AI US, LLC)	No Response
Braven Technologies Inc	No Response
Braver Technology (Braver Technology)	No Response
Braxton-Grant Technologies, Inc.	No Response
Breathe In Technologies LLC	No Response
Bresatech (Bresa Tech, LLC)	No Response
Bricktown Technologies, LLC (Results Computers, LLC)	No Response
Bridger Systems	No Response
BridgeTower Media/DJC Project Center	No Response
Bright White Paper Co	No Response
BrightBytes (BrightBytes)	No Response
BRIGHTCENTRA, INC.	Viewed
Brighten Technology Solutions	No Response
BrightLeaf Group, Inc.	No Response
BrightWatch LLC	No Response
Broadbent & Associates, Inc.	Viewed

Broadmoor Consulting, LLC	No Response
BrooksComm (BrooksComm)	No Response
Brushfire Technology (E-vent Software, Inc.)	No Response
BryComm, LLC	Viewed
BTek Holdings LLC	No Response
BTG Products (Buffalo Technology Group, Ltd.)	No Response
BTX Building Services, LLC	No Response
Buck AV	No Response
Build With Robots	No Response
Building Systems Integrators	No Response
bulb Inc.	No Response
Bulwark Fire Protection LLC	No Response
Bump Armor (Mohawk USA LLC)	No Response
Buncee LLC	No Response
busHive (busHive)	No Response
Business and Financial Management Solutions, LLC	No Response
Business Essentials (CMBC Investments LLC)	No Response
Business Impressions	No Response
Business IT Service Corps, LLC	No Response
Business Partner Solutions, LLC	No Response
Business Solutions Technology (MHR Assets LLC)	No Response
Business Technology Partners	No Response
Businets Inc.	No Response
Busology Tech (Trapeze Software Group, Inc.)	No Response
BuzzClan LLC (BuzzClan LLC)	No Response
ByteSpeed	Submitted
BZ DEFENSE LLC	No Response
C & M Tech Solutions	No Response
C and C Group	No Response
C Squared Networks	No Response
C&P ELECTRICAL SYSTEMS (C&P ELECTRICAL SYSTEMS)	No Response
C.D.'s IT Consulting, Inc.	No Response

C2 Technologies, Inc.		No Response
C2Engineer, Inc. (C2Engineer, Inc.)		No Response
C2S Technologies Inc.		No Response
C-3IS		No Response
CA (Carl Ahmed) Associates, LLC		No Response
Cable Com Inc		No Response
Cable Source (The Cable Source Ltd.CO)		No Response
Cabling and Wireless Solutions (Cabling and Wireless Solutions of TX INC)		No Response
Cadan Assistive Technologies (Cadan Corporation)		No Response
CalAmp - Synovia LLC		No Response
CalAmp Wireless Networks Corporation		No Response
California Creative Solutions Inc. (dba CCS Global		No Response
California Media Solutions Inc (California Media Solutions Inc)		No Response
Cambay Consulting LLC (Cambay Consulting LLC)		No Response
Camcor, Inc.		No Response
Campus Safety Products		No Response
Campus Suite (Innersync Studios)		No Response
CANAM Wireless LLC		No Response
Canon Solutions America Inc		No Response
Capitol Electronics, Inc (Capitol Electronics Sales Inc)		No Response
Capitol Energy Systems		No Response
Capitol Systems, Inc.		No Response
Car Wrap City		No Response
Carahsoft Technology Corporation		No Response
Cardiac Life Products Inc (Cardiac Life Products Inc)		No Response
Cardinal Tracking, Inc.		No Response
Care Security Systems		No Response
CareHawk USA		No Response
Carlisle Life Products LLC	Fail	No Response
Carolina Microwave Associates, Inc. (Carolina Microwave Associates, Inc.)		No Response
Carousel Industries of North America Inc		No Response
Carter Books and Supplies		No Response

Cartodyne LLC	No Response
Cartridge Discounters	No Response
Cartridge Technologies dba: CTI	No Response
Caruth Protection Services	No Response
CAS Severn (CAS Severn)	No Response
Castleberry Services, Inc.	No Response
Castletop Logistics LLC	No Response
Catalyst Data Solutions, Inc	No Response
CatapultK12 (CatapultK12)	No Response
CATMEDIA	No Response
Cayuse Commercial Services	No Response
CB Essential Solutions	No Response
cb20 Inc (cb20 Inc)	No Response
CBM Technology (Computers for Business Management)	No Response
CBTS Technology Solutions LLC	No Response
CCG Telecom (Coastal Commerce Group, LLC.)	No Response
CCNBI, Inc.	No Response
CCS Presentation Systems (BUCKEYE TECHNOLOGY SOLUTIONS)	No Response
CDI Computer Dealers Inc	No Response
CDI Dallas	No Response
CDO Advisors	No Response
CDW Government LLC	No Response
Cell Tech Inc (Cell Tech Inc)	No Response
Cellteks	Viewed
cellular data solutions	No Response
Cenero LLC (Cenero LLC)	No Response
Cenmed Enterprises, INC (Cenmed Enterprises)	No Response
Centegix LLC (34ED)	No Bid
Centennial Arts	No Response
Centex Technologies (Remedy Technological Services, L.P.)	No Response
Central Florida Wiring	No Response
Central Technologies Inc (Central Knox)	No Response

CentralSquare Technologies, LLC	No Response
Centratel (Centratel Services International Inc.)	No Response
Centre Technologies Inc	No Response
Centric Learning (Central Operations)	No Response
CENTSTONE SERVICES LLC	No Response
CENTURYLINK COMMUNICATIONS LLC dba A LUMEN COMPANY	No Response
CertaPro Painters of Westchester NY & Southern CT (EMBE Home Solutions)	Viewed
CESCO INC	No Response
Cetrix Technologies LLC (Cetrix Technologies LLC)	Viewed
CF SUPPLY INC	No Response
CF Technical IT Services	No Response
CGI Technologies and Solutions Inc	No Response
Changing Technologies Inc	No Response
CHASE NETWORK SERVICES, LLC (CHASE NETWORK SERVICES, LLC)	No Response
CHECK MY UNIVERSE, LIMITED LIABILITY COMPANY (CHECK MY UNIVERSE, LIMITED LIABILITY COMPANY)	No Response
Checkpoint Services Inc	No Response
Chenega Corporation	No Response
CherryRoad Technologies Inc	No Response
Chickasaw Telecom, Inc.	No Response
Child Champ Photogrraphy (Jody Goldstein)	No Response
CHRISTAL VISION (1952)	No Response
Chrome Pilot	No Response
Chromebookpartscom (PC Parts Plus, LLC)	No Response
ChromeHero LLC	No Response
CI Select (Corporate Interiors, INC.)	No Response
Ciber Global, LLC (Ciber Global, LLC)	No Response
Cielo Networks	No Response
Cingl Telecom	No Response
Cirdna Consulting	No Response
CirrusXChange	No Response
Cisoshare (Coastline Consulting Services, Inc.)	Viewed

CITSmart Corporation	No Response
CityFront Innovations LLC	Viewed
CivicPlus LLC (CivicPlus, LLC)	No Response
CJIS GROUP LLC (CJIS GROUP LLC)	Viewed
ClaraTech	No Response
Clarium Managed Services (Sunshine Computers & Software Inc)	No Response
Claro Enterprise Solutions, LLC	No Response
Clary Business Machines (Sufian Munir Inc.)	No Response
Classcraft Studios Inc.	No Response
ClassLink Inc	No Response
Classroom Technologies (Classroom Technologies, LLC)	No Response
ClassTag Inc	No Response
Classtime Inc.	No Response
Clean Surface LLC	No Response
Cleanint, LLC	No Response
Clear Sound Products (Clear Sound Products)	No Response
Clear Touch Interactive	No Response
Clear Winds Technologies, Inc.	No Response
ClearGov, Inc.	No Response
ClearOne (ClearOne, Inc.)	No Response
ClearPointe	No Response
Clermont Printing & Office Products (Clermont Printing Inc.)	No Response
Clever Devices Ltd.	No Response
Clever Guys Media LLC	No Response
ClientFirst Technology Consulting (ClientFirst Technology Consulting)	No Response
Clinical Automation Solutions	No Response
Cloud Driven Solutions (Cloud Driven Solutions)	No Response
Cloud Unity (Cloud Unity LLC)	No Response
CloudGavel LLC	No Response
CLOUDSEAC LLC	No Response
CLS Technology Inc.	No Response
CLUTCH SOLUTIONS	No Response

CLV Services		No Response
CM3 Building Solutions, Inc.		No Response
CMC Neptune (CMC Neptune LLC)		No Response
CMC Network Solutions		No Response
CMG Hive LLC		No Response
CMIT Solutions of Austin Southwest (kokoro services llc)		No Response
CMRS Solutions, LLC		Viewed
CMS Communication LLC		Viewed
CMS Communications		No Response
CNB Computers, USA, Inc (System Liquidation)		No Response
CNC Pro Audio Video		No Response
Coast Technology Group (Coast Technology Group)		No Response
Coast To Coast Computer Products, Inc.		No Response
Cobalt Defense Partners LLC		No Response
Code for America (Code for America)		No Response
Code Red (Code Red Youth of the Nation)		No Response
codeMantra U.S. L.L.C. (codeMantra U.S. L.L.C.)		No Response
CodeREV Kids		No Response
COGENT Infotech Corporation		No Response
Cognistx (Cognistx)		No Response
Cognitell (Ecodata Analytics, LLC)		No Response
Cognixia (Cognixia Inc)		No Response
Cognizant Technology Solutions		No Response
Coherent Cyber, LLC		No Response
Coitcom Satellite Services Inc (Salangsang)		No Response
Colbi Technologies, Inc		No Response
Cole Band Instruments (Cole Band Instruments)		No Response
COLEXAS DIGITAL INC		No Response
Collaborative Solutions		No Response
Collegiate A/V	Fail	No Response
CollegiateZone Enterprises, L.P.	Fail	No Response
Columbia Advisory Group, LLC		No Response

Comar Technologies, Inc.	No Response
Combat Communications (Blue Sun Brewing)	No Response
Combs Consulting Group LP	No Response
COMHOME Technology Solutions LLC (COMHOME Network Solutions)	No Response
Command Sourcing, Inc.	No Response
Commenco	No Response
Commercial Technology Contractors Inc.	No Response
Commercial Technology Group, LLC	No Response
COMMONWEALTH COMP/TX DIR SLG (COMMONWEALTH COMP/TX DI R SLG)	No Response
CommSurvIT	No Response
Communication Concepts (Communicon, Ltd)	No Response
COMMUNICATION CONSULTANTS, INC..	No Response
Communication Technologies Inc	No Response
Communications ETC (Valeric, LLC)	No Response
Communications Technologies, Inc. (Communications Technologies, Inc.)	No Response
Complete Computing Solutions (Complete Computing Solutions)	No Response
Complete Integrated Solutions (Complete Integrated Solutions)	No Response
Complete Records Management Inc	No Response
CompNova (CompNova LLC)	No Response
Comport Consulting Group, LLC (Comport Network Services and Solutions, LLC)	No Response
CompQsoft,Inc.	No Response
Compsys, Inc. (Computer Systems and Services, Inc.)	No Response
Compu-Cel (Personal Computer Technologies, Inc.)	No Response
CompuCycle Inc	No Response
COMPU-DATA INTERNATIONAL, LLC	No Response
Compugen Education (Compugen Finance Inc)	No Response
Computer Care, Inc.	No Response
Computer Information Systems Inc. (Computer Information Systems Inc.)	No Response
Computer Power Solutions of Illinois Ltd.	No Response
Computer Sales & Services (Computer Sales & Services)	No Response
Computer Solutions (Great South Texas Corp)	No Response

Computer Store 1 (Enterprising Resource Inc)	Fail	No Response
Computer Transition Services, Inc.		No Response
Computer Wholesale Products of America, Inc. (CWPA Inc) (Computer Wholesale Products of America, Inc. (CWPA Inc))		No Response
Compu-Vision Consulting Inc		No Response
Comrade Web Agency (CF Style Inc.)		No Response
ComSource, Inc.		Viewed
COMTEC INFORMATION SYSTEMS		No Response
Comtech Communications of Georgia Inc. (Com-Tech) (Comtech Communications of Georgia Inc. (Com-Tech))		No Response
Comtech LLC (Comtech LLC)		No Response
Comterra Holdings LLC		No Response
Comware (Comp-E-Ware Technology Associates, Inc.)		No Response
CONCIERGEpad LLC		No Response
Concise Networks, LLC (Concise Networks, LLC)		No Response
Concord Commercial Services, Inc.		Viewed
Condor 2Way Radio LLC		No Response
CONDRA COMMUNICATIONS		No Response
Co-nexus Communication Systems (Co-nexus Communication Systems)		No Response
Conference Technologies, Inc.		No Bid
Connect Technologies		No Response
Connect Technology Group (Connect Technology Group, LLC)		No Response
Connected Cities Integrators, Inc.		No Response
Connected Services and Solutions, LLC		No Response
Connections Wizards, LLC		No Response
Connectivity Source (Lipsey Communications LLC)		No Response
Conquest Consulting LLC (Conquest Consulting LLC)		No Response
Constant Technologies, Inc.		No Response
ContactEngine Inc.		No Response
ContentKeeper Technologies		No Response
Continental Wireless Inc		No Response
Continuant (Continuant)		No Response
Control Products (CP Distributors LLP)	Fail	No Response

Convergence Cabling, Inc	No Response
Convergentz Building Systems LLC	No Response
Conversant Group	No Response
Convo Technologies	No Response
Coolhead Inc. (Coolhead Inc.)	No Response
COOLSOFT LLC	No Response
CorePartners	No Response
CoreTech Leasing, Inc. (CoreTech Leasing, Inc.)	No Response
Coronet Cyber Security Inc.	No Response
Corporate Technology Solutions LLC	No Response
CorporateLounge, LLC	No Response
Corus360 (Corus Group LLC)	No Response
CostRehab, Inc	No Response
Cott Systems, Inc.	No Response
Courtesy Wireless LLC	No Response
Covenant Communications	No Response
CPR Cell Phone Repair (FORBEL Enterprises, L.L.C.)	No Response
CReed Global Enterprises (CReed Global Media & Production)	No Response
Crick Software, Inc.	No Response
CrisisGo Inc. (CrisisGo Inc.)	No Response
critical edge inc.	No Response
Critical Tech Solutions (Propel OPS, LLC)	No Response
Crossley Staffing, LLC	No Response
Crosswind Communications LLC	No Response
Cross-Wired Computers	No Response
CrownTV	No Response
Crystal Delta Pty. Ltd.	No Response
CSI Programming & Consulting Inc	No Response
CSI: Lubbock Communication Services and Installation (Hohenberger, Inc.)	No Response
CST CORP (COMMSYS TECHNOLOGY CORPORATION)	No Response
CTGG,Inc (CTG,Inc)	No Response
CTO Telecom (CTO Telecom LLC)	No Response

CTS Group (CTS Group)	No Response
CUE Construction Services, LLC	No Response
CUEBLUE LLC	No Response
Cuna Supply LLC	No Response
Curriculum Advantage, Inc	No Response
Curtis H Stout Inc	No Response
Curvature LLC (NHR Newco Holdings LLC)	No Response
Custom Electronics (Blaylock Communications, LLC)	No Response
Custom Electronics Inc.	No Response
Custom Websites to Go	Unsubmitted
CX2 Inc	No Response
Cyber Defense Labs (Cyber Defense Labs, LLC.)	No Response
Cyber One Solutions, LLC.	No Response
Cyber Rhino Solutions LLC	No Response
Cyber Tech Systems (Cyber Tech Systems)	No Response
Cyber Watch Systems LLC	No Response
cybersecurity and it	No Response
Cyclotron, Inc (Cyclotron, Inc)	No Response
Cynamics	No Response
Cynergy Technology (Tyler Communication Systems, Inc.)	No Response
Cypher Learning (Cypher Learning)	No Response
Cytek Media Systems, Inc. (Alan Apel)	No Response
DADE TECHNOLOGY SOLUTIONS LLC (DADE TECHNOLOGY SOLUTIONS)	No Response
Dailey Solutions	No Response
DAISY I.T. SUPPLIES, SALES & SERVICE (DAISY WHEEL RIBBON CO. INC)	No Response
DakTech	No Response
Dallas Digital Services, LLC	No Response
DallasRay.com, Inc. (DallasRay.com, Inc.)	No Response
Dalmatian Fire & Safety	No Response
Daman Consulting, Inc	No Response
Danmark Technologies (Danmark Technologies)	Viewed

Danny's Communication Service, Inc.		No Response
Daon, Inc.		No Response
Dashlane (Dashlane USA Inc.)		No Response
DashPass (Dash Education Solutions, LLC)		No Response
DasNet Corporation (DasNet Corporation)		No Response
Data Agility Group, Inc.		No Response
Data Business Systems, Inc.		No Response
Data Connect (Data Connect Enterprise, Inc)		No Response
Data Meaning Services Group Inc (Data Meaning Services Group Inc)		No Response
Data Network System		No Response
Data Optics Cable, Inc.		No Response
Data Products LLC		No Response
Data Projections Inc.	Fail	No Response
Data443 Risk Mitigation Inc		No Response
Databranch		No Response
Datacomm Services Corporation		No Response
DataDefense Partners		No Response
DataDesign Solutions		No Response
Datalink Networks		No Response
DatamanUSA, llc		No Response
Datamatics Global Services, Inc		No Response
Datamax Inc.		No Response
Datapolitan LLC		No Response
DataScout, LLC		No Response
DataSoft Technologies Inc. (DataSoft Technologies Inc.)		No Response
DataSpan Holdings Inc.		No Response
DataVox (DataVox, Inc)		No Response
Datrium, Inc		No Response
DATSON360 LLC		No Response
Datto		No Response
David D. Rowley & Associates		No Response
Davinci Expert Systems LLC		No Response

Daybreak Technical Services (BERAM LLC)	No Response
Daze Printer Products DBA Ink Direct USA, LLC	No Response
DaZZee IT Services (Enterprise Networks by Design, LLC.)	No Response
dba AOM (Zepol Productions Inc.)	No Response
DBA University, Inc.	No Response
DBISP, LLC (DBISP LLC)	No Response
DCS RADIO COMMUNICATION INC	No Response
DDL Business Systems, LLC (DDL Business Systems, LLC)	No Response
DeBoard Electronics	No Response
Debtbook (Fifth Asset, Inc.)	No Response
Decision Support Group, LLC	No Response
DecisionEd Group, Inc	No Response
Decoulant Inc	No Response
Deeloh Technologies, LLC (Deeloh Technologies, LLC)	No Response
Defenz Special Systems LLC	No Response
Defiance Industries, LLC	No Response
Defined Learning	No Response
Def-Logix, Inc.	No Response
Deft.com (ServerCentral LLC)	No Response
DeHart Air Conditioning and Electronics Inc.	No Response
Delcom Group	No Response
Dell Marketing, LP (Dell Marketing, LP)	No Response
Deloitte Consulting LLP	No Response
Delta Office Products (Goosa Distributing Inc)	No Response
DeltaWare Inc	No Response
Dependable Staffing (Dependable Business Solutions)	No Response
DETEL Computer Solutions, LLC (DETEL Computer Solutions, LLC)	No Response
Devcare Solutions ltd (Devcare Solutions ltd)	No Response
Device Unity (Device Unity LLC)	No Response
Devicewear	No Response
DFW Communications Inc	No Response
DGR Systems	No Response

DGR United	No Response
DGX Security (DGX Security)	No Response
Diamond Business Services, Inc (Diamond Business Services, Inc)	No Response
Digi Security Systems (Digi Security Systems, LLC)	No Response
Digital Ally, Inc.	No Response
Digital Boundary Group Inc	No Response
Digital Data Imaging LLC	No Response
Digital Defense, Inc. (Digital Defense, Inc.)	No Response
Digital Equity Matters LLC	No Response
Digital Pro Service & Installation (Olga Morales)	No Response
Digital Promise (Digital Promise Global)	No Response
Digital Realty (Digital Realty Trust, Inc.)	No Response
DIGITAL RESOURCES, INC.	No Response
Digital Team Six, Inc	No Response
Digital Technology Solutions	No Response
Digital Voice Data, Inc. (Digital Voice Data, Inc.)	No Response
Digital World Audio Visual (DWP-AV, LLC)	No Response
DigitalDesk, Inc.	No Response
DigitalGenetix	No Response
Diligent Corporation	No Response
DILLENGR Inc	No Response
Dimension Works LLC	No Response
Direct Technology (DirectApps, Inc.)	No Response
Direct Technology Group Inc	No Response
Discount Computer (M & A Commerce LLC)	No Response
Discount Electronics (First E-Commerce Inc.)	No Response
Discount Imaging Cartridge on Wheels Tech Assurance (Discount Imaging F ranchise Corp.)	No Response
Discount PC (Evergreen Electronics)	No Response
Discover Video LLC	No Response
DLD Technologies Corp	No Response
DLT Solutions, LLC	No Response
DLZP GROUP LLC (DLZP GROUP, LLC)	No Response

DMI Technologies Inc (DMI Technologies Inc)	No Response
DNS Texas	No Response
DNT Media (DNT Media, Inc.)	No Response
Doctums (Doctums Global, LLC)	No Response
Docu Scan Guys (Docu Scan Guys)	No Response
Documation, Inc.	No Response
Document Daily LLC	No Response
Document Logistix (Document Logistix)	No Response
Document Solutions (Copier Company of America, Inc.)	Viewed
Document Technologies (Lutgen and Associates)	No Response
DocuNav Solutions (VP Imaging Inc.)	No Response
Domain Technology Solutions	No Response
Doral Digital Reprographics Corp	No Response
Double A Plus Engineering, LLC	No Response
Dowley Security Systems (Dowley Security Systems)	No Response
DPMOS	No Response
DRC Systems USA, LLC.	No Response
Dream Ranch Office Supplies (Dream Ranch LLC)	No Response
DREAMBOX LEARNING, INC. (DREAMBOX LEARNING, INC.)	No Response
Driven Security	No Response
Drone Nerds Inc	Unsubmitted
Dropbox, Inc (Dropbox Incorporated)	No Response
Droplet Solutions, Inc.	No Bid
DTEL Communications inc	No Response
DukeSys (DukeSys)	No Response
DupliM Inc.	No Response
DVO-USA INC.	No Response
DYMEC (DYMEC)	No Response
Dynamic Computing Services (DCS) Corp	No Response
Dynamic Ideas Routing (Dynamic Ideas LLC)	No Response
Dynamic Logistics & Administrative Services LLC	No Response
Dynamic Network Solutions	No Response

Dynamism Inc.		No Response
DynEd International, Inc.		No Response
E D I Communications		No Response
E Logic Inc		No Response
E Zee Electronics (E Zee Electronics)		No Response
E1 Energy Saving Technology (Eagle First, Inc.)		No Response
EAB Global, Inc. (EAB Global, Inc.)		No Response
Eagle Controls		Viewed
East Point Consulting PC		No Response
EAST TEXAS AUTO AIR & GLASS (Schaetz Enterprises Inc.)		No Response
EBI Consulting (EnviroBusiness, Inc., dba: EBI Consulting)		No Response
EC America, Inc.		No Response
ECA by Dekko (Premier Manufacturing Group)		No Response
eCIFM Solutions Inc. (eCIFM Solutions Inc.)		No Response
ECINS CORP		No Response
ECM Today! - a CASO llc company		No Response
Ecos Systems Inc		No Response
EcoSmart (Dwight Eaton)	Fail	No Response
ECS, INC		No Response
ECXSystems LLC		No Response
Edafio Technologies (Edafio Technologies, LLC)		No Response
Edbrix Inc (Edbrix Incorporated)		No Response
EDCO Education Consultants Inc		No Response
Eden Contracting, LLC		No Response
EDGE Office Products (SECAL Group, LLC)		No Response
Edge Smart Solutions (Harris Browne Consulting LLC)		No Response
Edgeium, Inc		No Response
EdGraph (EdWire Inc.)		No Response
EDI360 USA, Inc		No Response
Edify Technologies Inc.		No Response
Edmentum, Inc.		No Response
EdMotion Inc		No Response

Edpuzzle, inc.		No Response
Edsol Communications		No Response
EdTech RX		No Response
EDU Specialist		No Response
Edu Tek Ltd		No Response
Educate-me.net (Garden State Micro, Inc.)		No Response
Education Advanced, Inc.		No Response
Education Networks of America		No Response
Education Safety Solutions (Direct Safety Solutions)		No Response
Education Technologies, Inc.		No Response
Educational Biometric Technology (Robert Engen)		No Response
Educational Networks (Educational Networks)		No Response
Educational Support Services		No Response
Educational Technology Learning (Tweedie Enterprises Inc, dba Educational Technology LEarning)		No Response
Educational Yard (Educational Yard, LLC)		No Response
Eduloka Ltd. (dba inLumon)		No Response
Edu-Net, LLC		No Response
eduPARTS, LLC		No Response
Eduphoria		No Response
Eduporium (Eduporium)		No Response
Edusmart (Learn-Ed LLC dba Edusmart)		No Response
Edutek Solutions, LLC		No Response
Effervescent Consulting LLC		No Response
Efficient Facilities International		No Response
EFFORT Staffing		No Response
eFileCabinet (eFileCabinet)		No Response
EFORCE Software (Intellichoice, Inc.)		No Response
EGA Technology Solutions, LLC	Fail	No Response
E-hallpass by Eduspire Solutions (Eduspire Solutions LLC)		No Response
Eitacies Inc		No Response
EL PASO OFFICE PRODUCTS (EL PASO OFFICE PRODUCTS)		No Response
Elan Moyal (Elan Moyal)		No Response

Elcon Group, Inc & CCMS Lighting, Inc. (Elcon Group, Inc & CCMS Lighting, Inc.)		Viewed
Election Systems & Software		No Response
ELECTRONIC RESPONSIBLE RECYCLERS, LLC		No Response
Electro-Optical Technologies, Inc.		No Response
Element Learning Management Solutions (Skinny Cat Software)		No Response
Element451		No Response
Elev8 Cloud Technologies		No Response
Elevate Strategies LLC		No Response
Elevated Experts (Elevated Experts)	Fail	No Response
Eliant Solutions Inc		No Response
Elite Auto & Accesories (Elite Autu & Accessories, Inc)		No Response
ELITE Cloud IT Consultant		No Response
Elite Core Audio (Elite Core Enterprises LLC)		No Response
Elite Customer Centered Solutions of New Mexico, LLC		Viewed
Elite Solutions Inc		No Response
Elite Utility Services Inc		No Response
EliteGamingLIVE, Inc.		No Response
Elkins Campus Security Consulting, LLC		Viewed
ElstonAire Inc. (A/C Geeks)		No Response
elumicor inc.		No Response
EMC Corporation		No Response
Emerald Coast Vision Aids, Inc.		No Response
Emerging Technology Group LLC		No Response
Employee Based Systems LLC		No Response
Empowered Network Services, LLC		No Response
Empyra.com, Inc.		No Response
EMS LINQ Inc (SRC Solutions Inc EMS LINQ Inc)		No Response
Encompass Contractors North America		No Response
Encore Technology Group (Encore Technology Group)		No Response
Encore Technology Solutions		No Response
Encyclopaedia Britannica, Inc. (Encyclopaedia Britannica, Inc.)		No Response
Endex of Oklahoma, Inc (McCown)		No Response

Energy Hunters	No Response
EnergyWatch LLC	No Response
Engage Communication Inc. (Engage Communication Inc.)	No Response
engage2learn (Engage! Learning, Inc.)	No Response
Engaged Learning Solutions, Inc.	No Response
Engaged Systems	No Response
Engineered Cooling Services	No Response
ENGlobal Government Services, Inc (ENGlobal)	No Response
En-Net Services	No Response
Enseo, Inc	No Response
Entec Solutions LLC (Entec Solutions LLC)	No Response
Enterprise Security Solutions of Texas (Enterprise Security Solutions of Texa s, Inc.)	No Response
Enterprise Technology Solutions, Inc	Viewed
Entourage Yearbooks (Entourage Imaging)	No Response
ENTRAM CORP	Viewed
Entre Solutions (Patcomp Inc.,)	No Response
Entronix, LLC	No Response
Entry Shield (Entry Shield Security LCC)	No Response
ENVIRO PROS (VANESSA ACIERTO DBA ENVIRO PROS)	No Response
Envoy Managed Services, LLC.	No Response
EOLA POWER LLC	No Response
EOS Technologies (Eastern Office Supply of Upstate NY, Inc.)	No Response
EP TECHWORKS, LLC (Brahs)	No Response
E-PANZER SECURITY CONSULTING INC. (PANZER SECURITY CONSUL TING INC.)	No Response
Epic Decisions, LLC (Epic Decisions, LLC)	No Response
Epicenter Productions, LLC	No Response
Epik Solutions Inc.	Viewed
ePlus Technology, inc.	No Response
Epoch Sales (Wholesale Technology Inc)	No Response
ePro, LLC	No Response
ePublishingPartners, Inc.	No Response

EqualLevel Inc.		No Response
E-Rate Central (Tel/Logic Inc.)		No Response
E-RATE FIRST LLC (E-RATE FIRST LLC)		No Response
ErateSync		No Response
Erecycler LLC (Erecycler LLC)		No Response
EREFLECT INC		No Response
eReplacements, LLC (RMA)		No Response
ESA Solutions LLC		No Response
Eschenbach Optik of America, Inc.		No Response
eScholar (eScholar)		No Response
ESHA AV (ESHA AV)		No Response
Esolvit, Inc.		No Response
ESP LLC (Elliott)	Fail	No Response
eSpark, Inc.		No Response
Essential Business Solutions (Essential Business Solutions Limited Liability Company)		No Response
Essential Cyber Solutions (Essential Cyber Solutions)		No Response
Essential Network Technologies (Essential Network Technologies)		No Response
Estimators Corp (Estimators Corp)		No Response
eTech Parts Plus		No Response
Eternal Media Solutions LLC (Eternal Media Solutions LLC)		No Response
Etex Communications LLC		No Response
E-Therapy		No Response
Etica, Inc. dba VM Racks (Etica, Inc. dba VM Racks)		No Response
EV Electric & Security		No Response
EVACOMM CORPORATION		No Response
Everlink LLC		No Response
Everon Clean		No Response
Eversan, Inc.		No Response
EverWatch Global		No Response
Every Child Grows, Inc. (Every Child Grows)		No Response
Everyday PC		No Response
Evolvers Group (Evolvers Group)		No Response

Excelevant LLC		No Response
Excelsior Solutions LLC		No Response
ExCyte Solutions (Excyte Solutions, LLC)	Fail	No Response
Executive Personnel Services, Inc.		No Response
Executone of Louisiana (EXECUTONE OF CENTRAL LOUISIANA INC)		No Response
Executone Systems Co of La Inc (TCN)		No Response
Explain Everything Sales Inc		No Response
Expo Inc		No Response
Extraco Technology		No Response
Exygy		No Response
EZ Tech		No Response
e-Zest Solutions Inc		No Response
EZ-Robot (National Robots Inc)		No Response
F.A.S.T. Solutions (F.A.S.T. Solutions)		No Response
FA Technologies		No Response
FAAZ Consulting LLC (FAAZ Consulting LLC)		No Response
Facility Insite (RS Planner LLC)		No Response
Facility Solutions Group Inc		No Response
FacilityConneX (FacilityConneX, LLC)		No Response
FacilityForce, Inc.		No Response
FacilityONE Technologies, LLC.		No Response
FACTS Management Co. (Nelnet Business Solutions, Inc.)		No Response
Falcon Project Consultants		No Response
Farley's Tech Solutions, LLC		No Response
Fastrope (Fast Rope)		No Response
Featherston Media		No Response
Federal Engineering, Inc.		No Response
Federal One Supplies LLC (Federal One Supplies LLC)		No Response
FEDERAL PROTECTION, INC.		No Response
Federal Soft Systems Inc		No Response
Felix Media Solutions Inc		No Response
Fermat Software LLC (Fermat Software LLC)		No Response

FetchKids (Expanded Apps, Inc.)	No Response
FiberLight LLC	Viewed
Fibertown Holdings, LLC	No Response
Fidis Logistics, LLC	No Response
Fidlar Technologies	No Response
Fieldware	No Response
Filuta AI Inc.	No Response
Finalsite (Active Internet Technologies)	No Response
Firecam Safety Systems LLC	No Response
Firetrol Protection Systems, Inc	No Response
FireTron Inc	No Response
Firm Networks	No Response
First Arriving	No Response
Fisk Electric Company	No Response
Fitz Associates LLC	No Response
Fixt Inc (Asurvest Inc)	No Response
FIZUAS (Fix In A Zip, LLC)	No Response
Flash Networks Group, Inc.	Viewed
Flashfit, LLC	No Response
Floortex USA LLC	No Response
Floral Park Consulting LLC	No Response
Flores and Associates, LLC (Flores and Associates, LLC)	No Response
Florico Inc. #1611 (Florico Inc. #1611)	No Response
Florida Virtual School (Florida Virtual School)	No Response
Fluxlight Inc	No Response
FLYMOTION (FLYMOTION, LLC)	Viewed
FNS Communications, LLC	No Response
Focus Camera	Submitted
Focus Care Inc. DBA FEV Tutor (Focus Care Inc. DBA FEV Tutor)	No Response
Foodworks Technologies	No Response
Forbrich & Associates, LLC	No Response
Ford Audio-Video Systems LLC (Ford Audio-Video Systems LLC)	No Response

Foremost Telecommunications		No Response
Formative Loop		No Response
Formetco, Inc. (Formetco, Inc.)		No Response
Formidable Ops, LLC		No Response
Fortalice Solutions, LLC		No Response
Fortinet, Inc.		No Response
FortNET Security Inc. (FSi)		No Response
Fortress Business Systems (Fortress Business Systems)	Fail	No Response
Fortune Energy Partners (Fortune Energy Partners)		No Response
Forward Edge (Forward Edge)		No Response
FOS of CannonDesign (FOS of CannonDesign)		No Response
Foundation for Trusted Identity		No Response
Foxworth Capital, LLC DBA mySupplier (Foxworth Capital, LLC DBA mySupplier)		No Response
Freeman Systems LLC		No Response
FreshGrade Education Inc		No Response
FridgeWize		No Response
Frontera Consulting Group (Frontera Consulting Group LLC)		No Response
Frontier Communications		No Response
Frontier Computer Solutions (Frontier Computer Solutions Inc.)		No Response
Frontier Southwest, Inc		No Response
FTG International LLC		Viewed
FTI Belman		No Response
Fuel Education, LLC		No Response
Function 4 LLC		No Response
FundView Software (Fund Accounting Solution Technologies, Inc.)		No Response
Furniture Tycoon (Imaduddin Consulting Group Inc)		Viewed
Future Tech AV Integrations		No Response
G&E ESCOBEDO CONSTRUCTION, INC		No Response
Gaggle.Net, Inc.		No Response
Galaxy Next Generation		No Response
Galaxy Solutions LLC		No Response
Gallant IT Solution inc		No Response

Gallo Medical Company		No Response
GameSalad Inc		No Response
Gant Global Services, (GGS), Inc		No Response
GarCom, Inc.		No Response
Garnet Dynamics Inc		No Response
Gary Belk Equipment Inc.		No Response
Gateway (GreenCompany LLC)		No Response
GB-SYS, Inc.		No Response
GC Training LLC		No Response
GC&E SYSTEMS GROUP, LLC		No Response
GDP Holdings		No Response
GE Audio visual (GE Audio visual)		No Response
Gear One Enterprise		No Response
Gearbox Labs		No Response
Gearvana (Gearvana Ventures LLC)		No Response
Geeksblock (Geeksblock LLC)		No Response
Gem Southwest LLC (Gem Southwest LLC)		No Response
Gemalto Cogent Inc		No Response
General Datatech, L.P.		No Response
Generations Technologies Inc.		No Response
Genesis		No Response
Genesis Consulting Partners, LLC		No Response
Genetec, Inc.		No Response
Genius Road (Genius Road, LLC)		No Response
GeoBasket LLC	Fail	No Response
Georgia Time Recorder Co Inc (Georgia Time Recorder Co Inc)		No Response
GHA TECHNOLOGIES, INC		No Response
GHD Services Inc		No Response
GI Cyber, LLC (GICyber, LLC)		No Response
Gigabit Communications LLC. (Gigabit Communications LLC.)		No Response
GKSEAL CONSULTING LLC		No Response
GLF Technologies (GLF Group Inc.)		No Response

Global Asset	No Response
Global Data Technologies (Global Data Technologies, LLC)	No Response
Global Direct Parts (Direct Supply LLC)	No Response
Global Intelligence Services LLC (Global Intelligence Services)	No Response
GLOBAL PARCEL SERVICE, LLC.	No Response
Global Technology Service Providers	No Response
GLOBAL VISSE INC	No Response
GLOBALRFPHUB (GLOBALRFPHUB)	No Response
Global-View.Net (Orbital Mark LLC)	No Response
GLOBALXNET TECHNOLOGIES,LLC	No Response
Glowforge	No Response
Go Solutions (AssetWorks Risk Management Inc)	No Response
GoApron, Inc.	No Response
Golden Facilitation Enterprise LLC	No Response
Golden Star Technology	No Response
Golden Wolf, LLC	No Response
GoldSky Security, LLC	No Response
Goldsmith Solutions, LLC	No Response
Gophermods	No Response
GoTech IT Solutions (GoTech LLC)	No Response
goTenna, Inc.	No Response
GovBuilt LLC (GovBuilt LLC)	No Response
GovConnection Inc	No Response
GovEase	No Response
Government Innovative Solutions Corp	Viewed
GovFirst LLC	No Response
Govgroup	No Response
GraceWorkz, LLC (GraceWorkz, LLC)	No Response
Grammaropolis (Grammaropolis LLC)	No Response
Grand Finale Productions, LLC	No Response
Grande Communications Networks LLC	Viewed
Granilux Solutions (Granilux Holdings Inc.)	No Response

Granite Technology Solutions (Harmony Communications Inc.)	No Response
Granite Telecommunications LLC	No Response
Graphixly LLC	No Response
Gravity Systems, Inc.	No Response
Great Southwestern Fire & Safety (Guy Brown Fire & Safety)	No Response
Green Light Ventures III	No Response
Green Technology Network Solutions, Inc.	No Response
Green Wire Inc. (Green wire Inc.)	No Response
GreenPages, Inc. (Blue Mantis, Inc.)	No Response
Griffin Technology Services	No Response
GRIFFITH'S, INC (GRIFFITH'S, INC)	No Response
Groves Industrial Supply	No Response
GruupMeet, Inc.	No Response
GSS, GLOBAL SUPPLY & SERVICE INC.	No Response
Gtechna USA Corporation (Gtechna USA Corporation)	No Response
GTY Technology	No Response
Guardian Security Solutions LC	No Response
Guidehouse Inc.	No Response
GXC Inc	No Response
HADDOCK EDUCATION TECHNOLOGIES	No Response
Haley Turner	No Response
Hall Pass (CompuData Solutions, LLC)	No Response
Hall Research	No Response
Hapara	No Response
Hardin Sound Light & Video (Kevin Hardin)	No Response
Harmony Technology Services Inc	No Response
Harris Computer Systems, Inc.	No Response
Harvest Technology Group Inc	No Response
Hatch Inc	No Response
Hauling Ace Dispatching LLC	No Response
Hawkeye S3	No Response
Hawkins Group LLC	No Response

Hayes AVL	No Response
Hayes e-Government Resources, Inc.	No Response
Hazel Health Inc (Hazel Health)	No Response
HBM Technology Partners (Harry's Business Machines, Inc)	No Response
HCL America Inc	No Response
HCONE International IMPEX LLC	No Response
HCRX Solutions, LLC	No Response
Headset Advisor	No Response
Health-e Pro (Water Walkers Inc)	No Response
Health-e Pro (Water Walkers, Inc.)	No Response
Heartland Business Systems, LLC	No Response
Hearts and Family Foundation	No Response
Helifox Technologies LLC	No Response
Helios Ed (MANN INFOCOM INC)	No Response
Heller Furniture (Heller LLC)	Viewed
Hello World CS (Hello World Education Inc.)	No Response
Hermez Communications Inc. (HERMEZ COMUNICATIONS INC.)	No Response
HiEd Inc.	No Response
Hi-Fidelity (Hi-Fidelity)	No Response
High Biometrics (Delivering Systems LLC)	No Response
High Country Workplace Technologies (Hi Country Wire & Telephone)	No Response
HIGH TECH COMMERCE INC	No Response
Highlight Technologies, Inc.	No Response
HighPoint Technology Group	No Response
Hilliard Office Solutions, Ltd.	No Response
Hillstock & Associates	No Response
Himmel's Architectural Door & Hardw (Himmel's Architectural Door & Hardw)	Viewed
Hiperware Labs Inc	No Response
Hire For Website	No Response
Hitachi	Viewed
Hi-Tech Bangla Information Systems, Inc.	No Response
HiTech UVC Inc.	No Response

HiTouch Business Services, LLC	No Response
HiveIO Inc.	No Response
HL Restoration (Haren and Laughlin Restoration Company Inc)	Viewed
Hoffer Technologies (Hoffer Technologies)	No Response
Holistic Utility Solutions (Holisus, LLC)	No Response
Holmris US Inc.	No Response
Homeland Language Services	No Response
Homeland Safety Systems Inc	No Response
Honeywell Building Solutions (Honeywell International Inc.)	No Response
Hoonuit I, LLC	No Response
Hoover Office Supplies dba OfficeZilla- San Antonio (Hoover Office Supplies dba OfficeZilla- San Antonio)	No Response
Hopson Project Services	No Response
Horizon AVL System Integrator (Horizon A V LLC)	No Response
Horizon Global Partners (Horizon Global Partners)	No Response
Horizon Marketing Group Inc	No Response
Horizon Software (Horizon Software International, LLC)	No Response
Horizon Technologies Inc.	No Response
Host My Calls (IPsbs Managed Services)	Viewed
HOTB Software Solutions, LLC	No Response
House of Mary Lou Home Care Solutions LLC	No Response
Houston Enterprise DC, LLC (Safanad I DC, LLC)	No Response
Howard Technology Solutions (Howard Industries Inc)	No Response
HP Inc.	No Response
HPI international	No Response
HSC Building Automation & Controls (HSC, LLC)	Viewed
https://www.3plnext.com/	No Response
Huawei Enterprise USA Inc.	No Response
HumanWare USA Inc	No Response
Hungerford Technologies	No Response
Hydromax USA LLC	No Response
Hypeconevents (Jesse Darby-Tillis)	No Response
Hyperion, Inc.	No Response

Hypertec Direct (Hypertec USA Inc)	No Response
Hytera US, Inc.	No Response
HYVE HEADSETS LLC	No Response
I K Systems, Inc.	No Response
I.T.LIFT, LLC	No Response
i2i Technologies (I-2-I Technologies, LC)	No Response
IA Quality	No Response
ianasher opensolutions (ianasher llc)	No Response
IARM Information Security Inc (IARM Information Security Inc)	No Response
iBenzer Inc	No Response
iBridge Group, Inc.	No Bid
Ibswireless	No Response
iCaught Incorporated	No Response
ICP Systems, LLC	No Response
Ideacom of Amarillo/ Ideacom of Lubbock (QLVS, Inc.)	No Response
Ideamapper, inc. (Ideamapper, inc.)	No Response
Ident-A-Kid Services of America LLC	No Response
Identification Systems Group, Inc	No Response
identiMetrics, Inc. (identiMetrics, Inc.)	No Response
IDG Services, Inc	No Response
IDLS Group Ltd (INTERNATIONAL DYSLEXIA LEARNING SOLUTIONS LIMI TED)	No Response
IDN H Hoffman Inc (IDN Global)	No Response
IDSolutions (Interactive Digital Solutions Inc.)	No Response
IES Communications, LLC	No Response
ieSmart Systems	No Response
IGIW Sales & Edu	No Response
Ignite Education	No Response
IK Network Solutions	No Response
Ilife LLC	No Response
Illuminate Education ,Inc.	No Response
Image One Corporation	No Response
Imageware (Imageware)	No Response

ImageWorks Commercial Interiors (ImageWorks C317, LLC)		No Response
ImaginX LLC		No Response
Immedia Integrated Technologies (Immedia LLC)		No Response
Impact Voice and Data (Shawn K Massey)		No Response
IMSofTexas (IMSofTexas LLC)	Fail	No Response
Inacomp Technical Services Group		No Response
Inception Lighting (Inception Marketing LLC)		No Response
Incident IQ, LLC		No Response
Incursus, Inc. (Incursus, Inc.)		No Response
INDIGO BEAM LLC		No Response
Individual (Individual)		No Response
Indra Solutions LLC (Indra Solutions LLC)		No Response
Industrial Communications (SAT Radio Communications, Ltd)		No Response
Industrial Education Solutions LLC		No Response
Industrial Video & Control		No Response
Ineapple Corp (Bryan Bickerstaff)		No Response
Infinavate Consultancy Services, LLC		No Response
Infini-D Learning (InfiniD Learning Inc.)		No Response
InfinIT Solutions, LLC (InfinIT Solutions, LLC)	Fail	No Response
Infinite Enterprises, LLC		No Response
Infinite Group, Inc.		No Response
Infinite Talent		Viewed
Infinit-I Workforce Systems (Vertical Alliance Group, Inc.)		No Response
Infinity Communications & Consulting Inc. (Infinity Communications & Consulting Inc.)		No Response
Infinity Connections, Inc.		No Response
Infinity Sound (Infinity Sound)		No Bid
Infobase Holdings LLC (Formally Hoonuit, LLC)		No Response
Infodat International Inc		Viewed
Information Builders		No Response
Information First, Inc.		No Response
Information Resource Group, Inc.		No Response
Informed K12 (Emics, Inc.)		No Response

Infoshare Systems Inc		No Response
InfoSight Inc		No Response
INFOSYS Public Services, Inc.		No Response
Infuze Data Systems		No Response
Ingenium Projects Solutions and Services		No Response
Ingenuity Consulting & Contracting, LLC		No Response
Ingram Micro		No Response
Ink Labs Buffalo LLC		No Response
INK SPOT GRAPHICS, INC (INK SPOT GRAPHICS, INC.)		No Response
InLine, LLC		No Response
Inmar Government Services LLC		No Response
Innercity Fibernet LLC		No Response
InNet (Innovation Network Technologies Corporation)		No Response
Innive Inc		No Response
Innova Solutions		No Response
Innovare (Innovare Social Innovation Partners, Inc.)		No Response
INNOVATE AUDIO VISUAL, INC.		No Response
InnovateIT.io (Innovative Engineering and Technology Services, Inc.)		No Response
Innovative Communication Systems		No Response
Innovative Hybrid Resources LLC		No Response
Innovative Industrial Solutions Inc	Fail	No Response
Innovative Key LLC		No Response
Innovative Multimedia Group (Innovative Multimedia Group)		No Response
Innovative Technology Solutions 3 LLC		No Response
Innuvo, Inc.		No Response
INSI CLoud Inc (INSI CLoud Inc)		No Response
Insight Global		No Response
Inspira Enterprise Inc (Inspira Cybersecurity and IT Solutions Inc.)		No Response
Inspiren Tech Solutions (Inspiren Tech Solutions)		No Response
Insure Apple		No Response
Intech Southwest		No Response
Integral AV Solutions (Integral AV Solutions)		No Response

Integral Tech Supplies		No Response
Integrated Communications Inc		No Response
Integrated Communications Solutions Inc.		No Response
Integrated Facility Services, Inc.		No Response
Integrated Office Solutions Inc		No Response
Integrated Openings Solutions, LLC		No Response
Integrity Communication Technologies		No Response
Integrity Communications		No Response
Integrity Resources inc.		No Response
InteliSystems Group		No Response
IntellectFaces Inc		No Response
Intellific LLC		No Response
Intelligent AV (Intelligent Control and Communications, LLC)		No Response
Intelligent Cabling Solutions, LLC		No Response
Intelligent Technology Solutions		No Response
IntelliSite TX, LLC (IntelliSite, LLC)		No Response
Intelli-Tech (Intelligent VAR Technology)		Viewed
Intelsat General Communications LLC		Viewed
Interactive Media Publishing (Linda Nichols-Plowman)		No Response
Interactive Solutions Inc.	Fail	No Response
Interclypse Inc		No Response
Inter-County Communications, Inc.		No Response
Interlink Group Professional Services, Inc		No Response
Intermedia.net LLC		No Response
International Business Machines		No Response
International Construction		No Response
Internet Content Management		No Response
Internext Corporation		No Response
Intervene		No Response
Interworld Highway, LLC Touchboards (Interworld Highway, LLC)		No Response
InTouch Connections (InTouch Connections)		No Response
InTouch Receipting Inc. (Integrated Register Systems, Inc.)		No Response

Intrado Interactive Services Corporation		No Response
Intrado Life & Safety		No Response
Intras LLC		No Response
intratek computers inc.		No Response
Intrepid Technologies, Inc.		No Response
Inventive Works LLC		No Response
Invicta PCs (Invicta PCs)		No Response
Invoke, LLC		No Response
Involta		No Response
iOLAP, Inc. (iOLAP, Inc.)		No Response
Ion Wave Technologies, Inc. (IWT)		No Response
IonBlade WebHosting (SSL Guru)		No Response
IPitimi		No Response
IQ Building Technology LLC		No Response
iResQ (My Professional Edge LLC)		No Response
IRIS Connect (IRIS Connect)		Viewed
IronNet Cybersecurity INC		No Response
Ironwood Cyber Inc		No Response
Isobar Public Sector (Roundarch Isobar Inc.)	Warn	No Response
Istation (Imagination Station, Inc.)		No Response
IT 4 Causes, Inc.		No Response
IT Devices Online, Inc.		No Response
It Hardware Hub, Inc (It Hardware Hub, Inc)		Viewed
IT Network Specialists (ITNS, LLC)		No Response
IT Outlet, Inc		No Response
IT Parts and Spares USA Inc		No Response
IT recycling Group (IT recycling Group)		No Response
IT Resource, Inc. (IT Resource, Inc.)		No Response
IT software solutions pvt ltd		No Response
IT1 Source LLC		No Response
iTAD Solutions (Taber Group, llc)		No Response
ITBrainiac Inc		No Response

ITech Digital	No Response
ITECH SOLUTIONS	No Response
ITIGNITE (MRP LLC)	No Response
ITPartners	No Response
ITPartsHelp	No Response
ITRemedy (Happy Computer Inc.)	No Response
ITsavvy	No Response
IVCi, LLC (IVCi, LLC)	No Response
J and H Global LLC	No Response
J and R Recycling	No Response
J L Floyd Electrical Services	No Response
J&L Technology Group, LLC	No Response
J. J. Keller & Associates, Inc.	No Response
J5CREATE (J5CREATE)	No Response
Jabra (GN Audio USA, Inc.)	No Response
JackBaum Group, LLC (JackBaum Group, LLC)	No Response
Jackie Gates IT Consulting Services, LLC	No Response
JALEN Technologies, Inc. (JALEN Technologies, Inc.)	No Response
JAMCO Controls, Inc.	No Response
James Teleco, Inc.	No Response
JANGA Technology, LLC.	No Response
JANUS Associates (JANUS Software, Inc.)	No Response
JAR Systems	No Response
JDS Networking LLC	No Response
JE Systems, Inc.	Viewed
JensenIT (JensenIT Yohnk)	No Response
Jina IT Services, Inc	No Response
JINETT Inc.	No Response
JLS Surveillance	No Response
JMA Resources, Inc	No Response
JMS Technology Services LLC (JMS Technology Services LLC)	No Response
Jodac Office Outfitters (Hall Company Five, LLC)	No Response

Jordan Supply	No Response
Joy Systems, Inc.	No Response
JPC Construction Inc., DBA J.C. Communications	No Response
JRC Technology LLC	No Response
JS&A Fire and Safety LLC (JS&A Fire and Safety LLC)	No Response
J-Tech Digital	Viewed
JTS (Johnston Technical Services, Inc.)	No Response
Junior Library Guild (MT Library Services, Inc.)	No Bid
JW Communications, LLC	No Response
JW Photography (Stephanie Willcox)	No Response
K logix, LLC (K logix, LLC)	No Response
K12 Insight, LLC	No Response
K12 SOLUTIONS INC.	No Response
K-12 Tech Midwest (MMI-CPR School Tech Repair, LLC)	No Response
K2 SERVICES, LLC	No Response
Kaiden Bretal Technologies	No Response
KaiHonua	No Response
KAM Technologies	No Response
Kambrian Corporation	No Response
Kapital Data Corp	No Response
Kaseya Ltd	No Response
Kast Systems, LLC	No Response
Kastech Solutions LLC (Kastech Software Solutions Group)	No Response
KATTA INFOTEK INC	No Response
KC Mark LLC	No Response
Kearney Pro-Builders	Viewed
Keene Village Plastics	No Response
KeenLogic	No Response
Keeping Your Kids Safe LLC (Keeping Your Kids Safe LLC)	No Response
Kegley Electric Company LLC	No Response
Kellteck, Inc	No Response
Kevadiya Inc.	No Response

Keyguard Assistive Technology (Marblesoft, LLC)		No Response
Keyhole Software, LLC		No Response
KeyWarden Systems Partners, LLP		No Response
keyword solutions inc		No Response
Kharma Consulting, Inc.		No Response
KHT Electronics (KHT Electronics)		No Response
KickUp (KickUp)		No Response
KIDaccount, LLC		Viewed
Kincaid Information Technology		No Response
KinderLab Robotics, Inc.		No Response
Kingdom Fire Pros (Kingdom Protection Services, LLC)		No Response
Kingdom Security LLC		No Response
Kinly (Viju)	Fail	No Response
Kl-ear Development Group, LLC		Viewed
Kloud-12 LLC (Kloud-12)		No Response
KMM TECHNOLOGIES, INC.		No Response
Knight Technology Group (Katelyn Mcleod)		No Response
Knomadix Corporation		No Response
KnoTellect LLC		No Response
KNS IT Group		No Response
Koder		No Response
Koenig Solutions (Koenig Solutions LTD)		No Response
Kofile Technologies, Inc.		No Response
Kognity USA Inc.		No Response
Komplement Inc.		No Response
Komprise, Inc		No Response
Konica Minolta		No Response
Kovan Technology Solutions		No Response
KP Evolutions LLC		No Response
KTECH PRODUCTS LLC		No Response
Kuder (Kuder, Inc.)		No Response
Kwikbit Inc.		No Response

Kyndryl, INC		No Response
Kynetic Technologies LLC		No Response
Kyocera Document Solutions America, Inc.		No Response
Kyocera Document Solutions Southeast		No Response
LA CompuTech (La CompuTech,LLC)		No Response
LAB Information Technology Inc (LABUSA)		No Response
Lab Resources, Inc.		Submitted
Ladon Technologies PBC (Ladon Technologies PBC)		No Response
Lady Liberty Group, LLC		No Response
Lakeshore IT Solutions, Inc.		No Response
Lakeshore Lighting LLC		No Response
Laksh Corporation (Laksh Corporation)		No Response
Laminating Plus		No Response
Lampkin Land Wurx LLC		Viewed
LanceSoft,Inc.		No Response
Lantana Communications Corp (Lantana Communications Corp)		No Response
Lantek Audio, Video, and Communications (Lantek Audio, Video, and Com munications)	Warn	No Response
LAN-TEL Communications LLC		No Response
LaQuaila P. Enterprises, LLC		No Response
Laser Integrated Technologies Inc.		Viewed
Laser Shot Inc		No Response
Laserfiche		No Response
Latencie Electronics Corporation		No Response
Lawless Communications Group		No Response
Layer 8 Solutions		No Response
LBK TURF GUYS		Viewed
LBO Technology, LLC		No Response
LCG, LLC (LCG, LLC)		No Response
LD Systems		No Response
LDC Solutions (Vanguard Initiative Technology Consulting LLC)		No Response
Learning Glass Solutions, Inc. (Learning Glass Solutions, Inc.)		No Response
LearningMate Solutions Inc.		No Response

LearnPlatform, Inc.	No Response
Lee Taylor-Nelms, LLC	No Response
Legacy Electric (Brosh Enterprises LLC)	No Response
Legends of Learning, Inc.	No Response
Leidos Engineering, LLC	No Response
Lenovo (United States) Inc.	No Response
Lenovo Global Technology (US), Inc (Lenovo Global Technology (US), Inc)	No Response
Lepinay Publishing LLC	No Response
Let There Be Light Inc.	No Response
Level 3 Audiovisual (Level 3 Audio Visual, LLC)	No Response
Lexicon Technologies (Lexicon Technologies)	No Response
Lexine, Inc.	Unsubmitted
Lexmark International, Inc.	No Response
Lexplore (Lexplore, Inc.)	No Response
Liberty Informatics (Liberty Informatics Limited Company)	No Response
Liberty Technologies, Inc.	No Response
Lifestyle Masks Inc (Lifestyle Masks Inc)	No Response
Light Corp Inc	No Response
LIGHTFEATHER IO LLC	No Response
LightSail Inc. (LightSail Inc.)	No Response
Lightspeed Systems	No Response
Lightspeed Technologies, Inc.	No Response
Liminex Inc DBA GoGuardian	No Response
Limitless Office Products (Limitless products LLC)	No Response
Linder Consulting LLC	No Response
Link America, LLC	No Response
Link Computer Corp	No Response
Link Source IT, LLC (Link Source IT, LLC)	No Response
Link Tech LLC	No Response
Linked Technologies, Inc	No Response
LinkedIn Corporation	No Response
Littera Education Inc	No Response

Little Sponges (Little Sponges)		No Response
littleBITS Technology, Inc.		No Response
LiveBinders, Inc.		No Response
Livingston Energy Group, LLC		No Response
LMG Technology Services LLC		No Response
LobbyGuard Solution, LLC (LobbyGuard Solution, LLC)		No Response
lobbyTV (lobbyTV)		No Response
Loblolly Consulting		No Response
Localloop, Inc. (Localloop, Inc.)		No Response
Locke Construction Services, LLC		No Response
Locksmith 24/7, LLC		No Response
Logic Plum, Inc. (Logic Plum, Inc.)		No Response
LogicWing, Inc.		No Response
Logistics365, Inc.	Warn	No Response
Logix Fiber Networks (Logix Communications LP)		No Response
LOMAH Solutions, LLC		No Response
Lone Star Communications, Inc.	Warn	No Response
LoneStar Tracking (Remmert)		No Response
LONOKE SERVICE CO. LLC (LONOKE SERVICE CO. LLC)		No Bid
Lous Cajun Creole		No Response
Lowcono Inc		No Response
Lowers Risk Group		Viewed
LSI RESEARCH		No Response
Lucid Concepts LLC	Fail	No Response
Lumalier (Lumalier)		No Response
Lumen Corp (Lumen Corp)		No Response
Lumen Technologies Inc. (CenturyLink)		No Response
LumenServe (LumenServe, Inc.)	Warn	No Response
Lumin Medical LLC		No Response
Lumos Learning (Lumos Information Services LLC)		No Response
Luna Data Solutions, Inc.		No Response
Luomu LLC		No Response

LW Pharmacy School (The Living Word Pharmacy Technician School)	No Response
LyncVerse Technologies	No Response
M and A Technology Inc	No Bid
M&J Solutions (Jack and Mikes llc)	No Response
M&M Micro Systems Inc.	No Response
M&M Public Safety LLC	No Response
M&P Roofing LLC	No Response
M.A.C. Enterprise Consulting Agency	No Response
M1 Healthcare Solutions, LLC (M1 Healthcare Solutions, LLC)	No Response
M2 CONSULTING, LLC	No Response
M2 Federal Inc (M2 Federal Inc)	No Response
mac of all trades (mac of all trades)	No Response
MACE Virtual Labs LLC	No Response
Macker Tek Ltd (Macker Tek Ltd)	No Response
MaeTech (MaeTech TX LLC)	No Response
Mainstream Technologies, Inc.	No Response
MajorClarity by Paper Inc.	No Response
majordisplay (majordisplay.com)	No Response
MALTECH FLEET (MAL TECHNOLIGIES FLEET LLC)	No Response
Manage1to1 (Overwatch Data Services)	No Response
ManagedMethods	No Response
Mansour's Computer Solutions, Inc.	No Response
Marcorp Group LLC (Marcorp LLC)	No Response
Markertek Video Supply (Tower Products, INC)	No Response
Marley Nonami Incorporated (Marley Nonami Incorporated)	No Response
Martin & Company Av,	No Response
Mass Mountain Technologies (Mass Mountain Technologies)	No Response
Math4Sale, Inc.	No Response
MatriARC PROJECTion, LLC (MatriARC PROJECTion, LLC)	Unsubmitted
Maverick Desk (Workstream, Inc)	No Response
MAXARI	No Response
Mayhem Shield LLC	No Response

MBR, INC. dba Advanced Graphics	No Response
MCA Communications Inc	No Response
McGee enterprises L.L.M.	No Response
MCN Healthcare	No Response
MDT TECHNOLOGIES, INC.	No Response
MealData (Meal Data, Inc.)	No Response
Mechdyne (Mechdyne Corporation)	No Response
Med Solutions LLC	No Response
MEDIA LINK TELECOM	No Response
Media Support Group, Ltd.	No Response
Medx One, Inc. (Medx One, Inc.)	No Response
Meeks Professional Services	No Response
Meerkat Technologies Inc.	No Response
Meeting Tomorrow	No Response
Megahertz Technology (Megahertz Technology, Inc.)	No Response
Mekumi Inc (DiscoverSTEAM Inc)	No Response
Membean (Membean Inc)	No Response
Meridian Shield Logistics, LLC	No Response
Meriplex Communications, LTD	No Response
Meripros	No Response
Mesosphere, Inc.	No Response
METCO Engineering Inc	No Response
MetComm.net, LLC	No Response
Metropolis (Metropolis Technologies, Inc.)	No Response
MetroPower, Inc.	No Response
MetTel	No Response
MGT of America Consulting, LLC (MGT of America, LLC)	No Response
Michael-Searcy dot com LLC	No Response
Microassist (Microassist)	No Response
MicroK12 (Micro Computer Systems, Inc.)	No Response
MicroReplay, Inc	No Response
MicroShare	No Response

MicroTech (MicroTechnologies LLC)	No Response
MicroWise, Inc.	No Response
Mid County Tech	No Response
MidPoint Technology Group, LLC	No Response
MId-STATE Communication Services	No Response
Midtex Abatement (C3 Abetment)	Viewed
Midtown Video	No Bid
Midwest Audio Visual (Midwest Audio Visual)	No Response
Mighty Citizen (TradeMark Media Corporation DBA Mighty Citizen)	No Response
Mike Collins & Assoc. (MCA)	No Response
Mike Morris Consulting LLC	No Response
Mike's Sound Systems & Design, Inc. (Mike's Sound Systems & Design, Inc.)	No Response
Millennium Communications Group Inc	Viewed
Milner, Inc. (Milner, Inc.)	No Response
Mindray North America (Mindray DS USA INC)	No Response
Mindshare Consulting Group	No Response
MindShine Technologies Inc	No Response
Minga Solutions Inc.	No Bid
Minimise USA LLC	No Response
Minntek Solutions, Inc.	No Response
Mint Technologies, LLC	No Response
Miracle Software Systems, Inc	No Response
Mission Critical Solutions (MCS of Tampa, Inc.)	No Response
Mission Electronics, Inc.	No Response
MiTech Services (Structured Technology Solutions, LLC)	Viewed
MITSTRIKE LLC	No Response
MJR EDUCATIONAL SUPPLIES	No Response
MLEDTECH LLC (MLED TECH LLC)	No Response
MNJ Technologies Direct, Inc.	No Response
Mobile Communications America, Inc.	No Response
Mobile Integrate Inc (Mobile Integrate Inc)	No Response
Mobile Solutions Services Holdings LLC (Mobile Solutions Services Holding	No Response

s LLC)		
MobileMind Technologies, Inc.		No Response
Modern Campus		No Response
Modified Logic Inc.		No Response
Modis (Modis)		No Response
ModusLights Technologies LLC		No Response
Momix Solutions		No Response
Monarch Teaching Technologies Inc		No Response
Money Handling Machines, Inc		No Response
Monsido		No Response
Monte Carlo Consulting Group, Inc		No Response
Montech Inc.		No Response
Montgomery Electronics & Communications Services, LLC		No Response
Montgomery Technology Systems, LLC		No Response
MooreCo Inc (MooreCo, Inc.)		No Response
Morse Technologies		No Response
Motion Industries		No Response
Motive Infrastructure Solutions (Motive Energy Telecommunications Group, In c.)		No Response
Motive Technologies, Inc.		No Response
Mount Pleasant Comunications LLC (Mount Pleasant Comunications LLC)		No Response
Mount Vernon Pecan Company		No Response
Mountain Technology Resources, Inc.		No Response
MP Antenna		No Response
MSB Consulting Group, LLC		No Response
MSys, Inc.		No Response
Multiforce Systems Corp		No Response
MultiLink Security (Unified Security Associates, LLC)		No Response
Multipath Data (Multipath Data, Inc.)		No Response
MusicFirst (Music Sales Corporation)		No Response
MVHL Consulting, LLC (MVHL Consulting, LLC)	Fail	No Response
myHomework (instin, LLC)		No Response
Myron McDowell Construction LLC		No Response

MyVRSpot (MyVRSpot, LLC)	No Response
N F Smith and Associates LP	No Response
Nabler LLC (Nabler LLC)	No Response
Nagarro Inc (Nagarro Inc)	Viewed
NAOSSOFT LLC	No Response
Nasare Technologies (Nasare Enterprises, LLC)	No Response
Nash Window Tint	No Response
National Credit Reporting (Jalyssa Inc)	No Response
National Public Safety Group (National Public Safety Group)	No Response
Natsoft Corporation (Natsoft Corporation)	No Response
Natural State Networks, Inc	No Response
Naturally Purposed	No Response
NaveTech Solutions, LLC (NaveTech Solutions, LLC)	No Response
Naviance, Inc.	No Response
Navigate Building Solutions (Navigate Building Solutions, LLC)	No Response
Navigate360 LLC (School Check In)	No Response
Nazca Technologies and Consulting LLC (Nazca Technologies and Consultin g LLC)	No Response
NCR Aloha	No Response
Neatframe Inc. (Neatframe Limited)	No Response
Needpipe.com (NJM Enterprises, LLC)	No Response
Negometrix Inc	No Response
NEI Datacom (Nemmer Electric, Inc.)	No Response
Nelco Government, LLC	No Response
NELCO MEDIA INC	No Response
Nelnet Government Services, LLC (Nelnet Government Services, LLC)	No Response
Net A Corp (N & J Technologies, Inc.)	No Response
Net2Phone Global Services	No Response
Netcanoe (Netcanoe)	No Response
NetCom, Inc.	No Response
Netgate (Netgate)	No Response
NetSupport Incorporated	No Response
Netsweeper Inc	No Response

Netsync Network Solutions		No Response
Netwatch, Inc.		No Response
Netwolves Network Services LLC		No Response
Network Cabling Services, Inc.		No Response
Network Computing Architects, Inc.		No Response
Network Craze Technologies		No Response
Network Innovation Solutions Corp		No Response
Network Insiders (Network Insiders)		No Response
Network Securitas (Network-Securitas)		Viewed
Network Security Group		No Response
Network Services Group (Network Services Group)		No Response
Network Services Solutions LLC		No Response
Networks 2000		No Response
Networx Inc	Fail	No Response
Neubus, Inc.		No Response
Neumeric Technologies Corporation		No Response
Neurilink LLC	Fail	No Response
New Beginnings Capital Partnership (cruz)		No Response
New England Soundproofing (Drago General Contracting)		No Response
New Era Networks (New Era Networks LLC)		No Response
New In Blue, Inc.		No Response
New Trade Winds, LLC		No Response
New Vision Security, LLC		No Response
Newbart Products (Newbart Products)		No Response
NEWCOM Wireless Services, LLC		No Response
NewEdge Services, LLC		No Response
NeweggBusiness, Inc		No Response
NewGold, LLC		No Response
Newline Interactive		No Response
NewQuest IT Solutions, LLC		No Response
Nexlevel Technologies		No Response
Nexos (Nexos)		No Response

Next Step Innovation (Next Step Group, Inc.)	No Response
Next Steps Inc.	No Bid
NextThought	No Response
NexTurn Inc.	No Response
nexus it group, inc	No Response
NGA 911 L.L.C.	No Response
Niagara Networks (Niagara Networks)	No Response
Nightingale Intelligent Systems, Inc	Submitted
Nilesh Patel	No Response
NinjaRMM	No Response
Nipun Systems Inc	No Response
NITCO Inc.	No Response
Nitor Solutions Incorporated	No Response
Nitro Construction Services, Inc. (Nitro Construction Services, Inc.)	No Response
NL Solutions (NL Solutions)	No Response
NO RED INK (NO RED INK)	No Response
Noah fixes things	No Response
NobleTec LLC	No Response
Nodo Tech	No Response
NOF Technologies (TDG of North America, Inc.)	Viewed
NoGapsHere Health Solutions, Inc. (NoGapsHere Health Solutions, Inc.)	No Response
Nomic Networks Inc	No Response
Noom Inc	No Response
NorrisLeal LLC	Viewed
North Light Color	No Response
Northern Star Data (PEDERSON)	No Response
NorthStar Utilities Solutions (N. Harris Computer Corp)	Viewed
Northwest AV, LLC	No Response
Notable Inc. dba Kami	No Response
Nouveau Emerging Solutions	No Response
NovaCopy, Inc. (NovaCopy, Inc.)	No Response
Novalink Solutions LLC	No Response

Novigo Solutions Inc		No Response
NovoTrax (The Zarahemia Group Corporation)		No Response
NPA Computers, Inc.		No Response
NSI - Network Systems Integrators (The Vega Principal Group, LLC)	Fail	No Response
NT Communications Inc. (Robert Cagle)		No Response
Nucleus Robotics LLC		No Response
Nu-Genesis Tech Solutions		No Response
NUMBEROCK LLC		No Response
Numbers Only Inc		No Response
Numunu Staffing, LLC. (Numunu Staffing, LLC.)		No Response
Nuro Retention (Nuro Learning LLC)		No Response
Nu-Star Technologies LLC		No Response
Nutri-Link Technologies, Inc.		No Response
Nutrislice (Nutrislice, Inc)		No Response
NUU, Inc.		No Response
NV5, formerly The Sextant Group (The Sextant Group, Inc. dba NV5)		No Response
NWN Corporation		No Response
NxtGen Innovators LLC		No Response
Object Technology Solutions, Inc.		No Response
ObjectWin Technology,Inc		No Response
OCCORI, LLC (Ken A Smith)		No Response
Octopus Consulting, LLC		No Response
OculusIT, LLC		No Response
oddevs, LLC		No Response
OEM Systems and Services Inc		No Response
Office Depot		No Response
Office Evolutions Inc		No Response
OFFICE PRODUCTS INC (OFFICE PRODUCTS INC)		No Response
Office Source (Office Source)		No Response
Office Telesystems LLC		No Response
OfficePro, Incorporated		No Response
Ogan Network Solutions		No Response

Ojasam LLC		No Response
OKIO Labs Inc. (201)		No Response
Old Arkansas Alarm Co (Old Arkansas Alarm Co)		No Response
Omega Business Systems LLC		No Response
Omega Digital Solutions		No Response
Omega Networks (Omega Networks)		No Response
Omni Virtual Solutions LLC		No Response
OMNIDATA SERVICES		No Response
On Tap Solutions (On Tap Solutions LLC)	Fail	No Response
OnCourse Systems for Education (OnCourse Systems for Education)		No Response
One 5 Solutions (One 5 Solutions)		No Response
OnePath Systems, LLC		No Response
Onephase (Onephase LLC)		No Response
OneScreen Solutions (NZS Inc.)		No Response
OneSource (B and R OneSource Limited)		No Response
OneSupport (TeleNetwork Inc.)		No Response
OneVision Solutions (Direct Packet Inc.)		No Response
Online Technologies, Inc.		No Response
onpoint insights llc (onpoint insights llc)		No Response
Onset Technologies, LLC		No Response
Onward Learning (Texas Special Education Software Solutions, LLC)		No Response
Opamp Information Management, LLC (Opamp Information Management, L LC)		No Response
Open Access Technology International, Inc. (Open Access Technology Intern ational, Inc.)		No Response
Open Architects K-12 Inc.		No Response
Open Choice Technology (Open Choice Technology)		No Response
OperationsHERO (OperationsHERO)		No Response
OPTICAL DISTRICT		No Response
Optimized Technical Solutions, Inc		No Response
Optimum Consultancy Services, LLC (Optimum Consultancy Services, LLC)		No Response
Option 1 Logistics (TFAM Solutions LLC)		No Response
Optiv Security		No Response

Orayaah Consulting		No Response
OrCam Inc.		No Response
ORock Technologies, Inc. (ORock Technologies, Inc.)		No Response
OSI Hardware		No Response
Owner Insite, LLC		No Response
P3S Corporation		No Response
Pace Systems		No Response
Pacific Office Automation		No Response
Pacific Office Solutions, LLC (Pacific Office Solutions, LLC)		No Response
Packet Guru LLC		No Response
Palmer Conservation Consulting (PALMER CONSERVATION CONSULTING, LLC)		No Response
Paper Education America Inc.		No Response
PAPERbasket	Fail	No Response
Paragon Compliance LLC		No Response
Parallel Technologies, Inc.		No Response
Paramount Software Solutions, Inc. (770-234-3823)		No Response
Paratum Solutions (Paratum Solutions, LLC)		No Response
Parjenn Information Systems (ParJenn Inc)		No Response
Parker Construction and Fence LLC		Viewed
Parking Guidance Systems LLC		No Response
Parks Hill Technology and Marketing		No Response
PARTpoint Inc. (PARTpoint Inc.)		No Response
Patchwork Strategic Consulting		No Response
Pavlov Media (Simplified Computers)		No Response
Paya Payments (Paya Inc)		No Response
Paycor (Paycor HCM, Inc)		No Response
Payton, Nix & Associates, LLC		No Response
PC Assistance, Inc.		No Response
PC Hotline, Inc		No Response
PC SOLUTIONS & INTEGRATION, INC.		Viewed
PC University Distributors, Inc.		No Response
PCR Educator		No Response

PCS Edventures (PCS Education Systems, INC)	Submitted
PCS Telecom Inc.	No Response
Peachtree Computers (IBS of Atlanta LLC)	No Response
Peak Performers (St. Vincent DePaul Rehabilitation Service of Texas, Inc D BA Peak Performers)	No Response
Pedicel Group, LCC (Pedicel Group, LCC)	No Response
Pedigo Staffing Services LLC	No Response
Pegasus Enterprise Holdings, LLC (Pegasus Enterprise Holdings, LLC)	No Response
Pelagic Partners, LLC	No Response
Pelxon (Pelxon IT Consulting and Staffing LLC.)	Viewed
People Tech Group Inc.	No Response
PeopleAdmin	No Response
Peoples (Peoples Communication, LLC)	No Response
pepelwerk	No Response
Performance Scoring, LLC.	No Response
Performance Systems Integration, LLC	No Response
Periscope Holdings, Inc.	No Response
Perituza Software Solutions, LLC (Asanka Kamburugamuwe)	No Response
Permission Click	No Response
Petro Communications Inc (Petro Communications Inc)	No Response
Pettus Office Products	No Response
PFU America, Inc.	No Response
Pharicode LLC	No Response
PHD COMMUNICATIONS, LLC	No Response
PHI Technologies Corp (PHI Technologies Corp)	No Response
Phoenix Integrators Corp	No Response
Phoenix Technologies US, LLC	No Response
Phoenix Technologies, LLC	No Response
Phynyx Fire & Security (ROY OLIVAREZ)	No Response
PickUp Patrol LLC (PickUp Patrol LLC)	No Response
PiggyBack Cabling LLC (PBC Technologies)	No Response
PikMyKid (Sachi Tech, Inc.)	No Response
Pinnacle Networx, LLC (Pinnacle Networx, LLC)	No Response

Pinnale Network Solutions (Pinnale Network Solutions)		No Response
PinPoint (RF Technologies, Inc.)		Viewed
Piper, Inc. (Piper, Inc.)		No Response
Pivot Technology Services Corp. d.b.a. Computacenter		No Response
PlainView LED		No Response
planet cellular Inc (planet cellular Inc)		No Response
PlanetBids, Inc.		No Response
Pleasant Digital, LLC		No Response
Plug Smart (Juice Technologies Incorporated)		No Response
PMCS Services, Inc.		No Response
Pocketalk Inc.		No Response
Podcast Architects LLC		No Response
Point Rock Solutions, LLC		No Response
Polarity Networks LLC (Polarity Networks LLC)		No Response
Port53 Technologies, Inc.		No Response
Portable Charging Solutions (American Alliance Corporation)		No Response
POS Remarketing Group		No Response
POS SYSTEMS GROUP INC (POS SYSTEMS GROUP INC)		No Response
Possip		No Response
Power Systems Computers (The Man Store, Inc.)		No Response
PowerON Services, Inc.		No Response
Poweron Technology Services, LLc		No Response
PowerSchool Group LLC		No Response
Powersolv Inc. (Powersolv Inc.)		No Response
PowerStack USA (PowerStack LLC)		No Response
PowerUp EDU (PowerUp EDU)		No Response
Precision Alarm Inc		No Response
Precision Micrographics & Imaging, INC.		No Response
Precision Solutions LLC		No Response
Precision Tracking Solutions, Inc.		No Response
Precocity, LLC		No Response
Preempt IT LLC	Fail	No Response

Preferred Supplier (Preferred Supplier)	No Response
Preicision flight media LLC	Viewed
Premier Communications (Garza Capital Investments, LLC)	No Response
Premier Datacom, Inc.	No Response
Premier Digital Designs (Premier Digital Design, LLC)	No Response
Premier Wireless Business Technology Solutions	No Response
Premise One, LLC (Premise One, LLC)	No Response
Prescriptive Data Solutions, LLC	No Response
Presentation Solutions, Inc.	No Response
Presentation Systems Integration LLC	No Response
Presentations/Arreya Digital Signage (Presentations, Inc.)	Viewed
PriceSenz LLC (PriceSenz LLC)	No Response
Primary Software Solutions, Inc.	No Response
Prime Secured (Prime Communications, Inc.)	No Response
Prime Systems (RLS Interests Inc)	No Response
Primeshire Technologies (Primeshire LLC)	No Response
PRINCETON IT SERVICES, INC.	Viewed
Prism Electric Inc	No Response
Pro Star Energy Solutions	No Response
Procom Communication Systems (Bolin Communications, Inc.)	No Response
ProComputing Services, LLC.	No Response
ProComputing, LLC	No Response
Proctor360 Inc	No Response
Procyon Technostructure LLC	No Response
Prodigi, LLC	No Response
Professional Choice Fire and Security Systems (PCFSS LLC)	No Response
Professional Information Systems, Inc.	No Response
Professional Plotter Technology Corp (Professional Plotter Technology Corp)	No Response
Professional Sound Advice, Inc.	No Response
Profit Advisory Group (Profit Advisory Group)	No Response
Program Planning Professionals, Inc. (MI-GSO | PCUBED)	No Response
Progressive Business Systems, LLC	No Response

Progressive Technologies, Inc.	No Response
Progsit LLC	No Response
Prohati Inc	No Response
Project 216 LLC	No Response
Project Education (EduProject ELL LLC)	No Response
Project Integrity Analyst	No Response
Projectized Solutions LLC (Projectized Solutions LLC)	No Response
PROLIM Solutions Inc (PROLIM Solutions Inc)	No Response
ProLogic ITS (ProLogic ITS, LLC)	No Response
Prologic Technology Systems, Inc.	No Response
ProMAS Technology Works (ProMAS LLC)	No Response
Prominence Advisors	No Response
Proretention Inc	No Response
Prosystem Group LLC (Prosystems)	No Response
Protech Castle Rock	No Response
PROTECHT Management Group, LLC	No Response
ProtekAV (WoCachee, LLC)	No Response
Protiviti Government Services	No Response
Providence Consulting	No Response
Provis Technologies Private Limited	No Response
Prysm Systems	No Response
PS Lightwave	No Response
PSST, LLC (PSST Acquisition, LLC)	No Response
Public Consulting Group, Inc. (Public Consulting Group, Inc.)	No Response
Public Purchasing Exchange (Public Purchasing Exchange, LLC)	No Response
Puma Security,	No Response
Puradigm Mid-America (TradeMark Environmental Technologies LLC)	No Response
PureTek Group Inc.	No Response
Purpose Built Drone & Robotic, LLC	Submitted
Purvis Industries LLC	No Bid
Putnam Fire and Security, LLC.	No Response
Q&CF Services LLC	No Response

QDoxs (QDoxs)		No Response
QI-NOW (QI-NOW)		Viewed
QnA Tech (Quality and Assurance Technology Corp)		Viewed
Qnet Information Services (Qnet, Inc)		No Response
QOMO, LLC		No Response
Quacito LLC		No Response
Quanam (Leonardo Da Vinci, Inc.)		No Response
Qubit Logic	Fail	No Response
Queralyze (The Opus Project LLC)		No Response
Quicklert Inc.		No Response
QVS INC (QVS)		No Response
R and M Global Advisors LLC		No Response
R Network Solutions LLC		No Response
R&B Technology (USA) Company, Inc. (R&B Technology (USA) Company, Inc.)		No Response
R.J. Carroll CO.		No Response
R2 Unified Technologies, LLC		No Response
R3 ROBOTICS, LLC	Fail	No Response
R3 Strategies, LLC		No Response
Rack Solutions Inc		No Response
Rackmount Solutions LLC (BMP Rackmount Solutions LLC)		No Response
Rackspace US, Inc.		No Response
RADgov, Inc.		No Response
Radiophone Engineering		No Response
Rama Computer Technology		No Response
Randles & Associates LLC		No Response
Randy Ashton		No Response
Rapid Technologies, LLC		No Response
Raptor Technologies (Raptor Technologies)		No Response
Rave Energy (TZMedia LLC)		No Response
Rave Mobile Safety (Rave Wireless, Inc.)		No Response
Ray Business Technologies Pvt Ltd		No Response
RB Books and Media		No Response

Rc Security Consulting (Rc Security Consulting)		No Response
Reach Media Network (Reach Media Network)		No Response
Reading Plus LLC		No Response
READY DATA, INC.		No Response
Ready2STEM, LLC		Submitted
Real Network Services, Inc.		No Response
REAXIUM CLEAN AIR LLC		No Response
RecDesk Software		No Response
Recordex (Recordex)		No Response
Rectitude 369, LLC		No Response
Red Apple Alert (Averitt Financial Partners, LLC)		No Response
Red Ball Oxygen		No Response
Red Circle Solutions (Red Circle Solutions)		No Response
Red Couch Interactive LLC		No Response
Red River Technology LLC		No Response
Red Volution LLC		No Response
RedCritter Corp		No Response
Redflex Traffic Systems, Inc.		No Response
RedGear		No Response
Redline Networks, LP		No Response
RedSquare Development		No Response
Reece Complete Security Solutions		No Response
RefGo Llc		No Response
Reflect Plan Do (Reflect Plan Do, LLC)		No Response
Regadget		No Response
Regency Staffing		No Response
Regroup (Dias Inc)		No Response
REL Project Management Services, LLC	Fail	No Response
RelampIt (Projector Lamp Services)		No Response
Reliable Asset Solutions		No Response
Reliant IT (Zenani IT LLC)		No Response
Reliant Management Consultant, L.L.C.		No Response

Remind101, Inc (Remind101, Inc)		No Response
Remnant Ink Publishing (Cheryl Ford)		No Response
REMS-AV, LLC		No Response
Renaissance Institute		No Response
Renaissance Learning Inc		No Response
Renegade Construction LLC (Renegade Construction LLC)		No Response
Resource Data, Inc. (Resource Data, Inc.)		No Response
Respect The TECH LP		No Response
Responsive Learning		No Response
Re-Teck (Li Rising LLC)		No Response
RetirePC (Asset Management & Disposal)		No Response
REV-E3 (REV-E3 LLC.)	Fail	No Response
Revenue Arm (Cole Sells Well)		No Response
Revize Websites (Revize LLC)		No Response
RevoTRAC, LLC		No Response
RevTrak		No Response
Rex Academy, Inc (Sandya Padala)		No Response
Reynaldo (Trevino)		No Response
REZZAFLO		Viewed
RF Specialties of TX		No Response
RFID technologies (RFID technologies)		No Response
RFPGurus (RFPGurus)		No Response
RG Networx LLC (RG Networx LLC)	Fail	No Response
RGB CustomPC		No Response
RGD Development (DBA RGD Construction/ RGD Fulfillment)		No Response
Rhombus Systems (Rhombus Systems, Inc.)		No Response
Ribbon Communications Inc (Ribbon Communications Operating Company Inc)		No Response
RichArt Graphics		No Response
Richwoods Technology Inc.		No Response
Right Height Manufacturing (Mkind Inc.)		No Response
RightDirection Technology Solutions LLC (Joey Hutchins)		No Response
RIGOR (SchoolAlytics)		No Response

RingCentral Inc.		No Response
Rite Software (Rite Software Solutions & Services LLC)		No Response
Rivell, LLC (Rivell, LLC)		No Response
River City Systems, Inc.		Viewed
RiverCity Screenprinting and Embroidery (RiverCity Screenprinting and Em broidery)		No Response
RJ Young (Robert J Young Company LLC)		No Response
RK Consultancy Services, Inc.		No Response
RMJ Technologies TX, Inc.		No Response
Robert Ferrilli, LLC		No Response
Roberts Communications		No Response
Robertson Technologies		No Response
Robolink, Inc.		Submitted
Robotel Corp		No Response
RobotLAB Inc		No Response
Rocket Drones, Inc		Viewed
Rocket Mouse (RJ Barrett Enterprises)	Fail	No Response
RockIT Consulting LLC		No Response
ROI Telephony		No Response
Roland Schorr & Tower		No Response
Ronco Technology Services, LLC		No Response
Rose Technologies Group, LLC		No Response
Round Table Networks (Roundtable Networks, LLC)		No Response
Roundtable Technology (Roundtable)		No Response
Royal Media Network Inc (Royal Media Network Inc)		No Response
RSI Systems, LLC		No Response
Rudram Engineering, Inc		No Response
Rugged Protection LLC		No Response
Runbeck Election Services, Inc.		No Response
RUSSTELL COMMUNICATIONS LLC		No Response
RX Technology (RX Technology)		No Response
RYCOR		No Response
Rylet Industries		No Response

S D Williams Investments	No Response
S E C Contracting Inc. (Smith's Epoxy Coatings)	No Response
S2 Solutions, Inc	No Response
S2Technologies, LLC	No Response
S3Consulting LLC	No Response
Sabroff Technologies, LLC (OLoughlin)	No Response
Sabyr Consulting (Sabyr Group, LLC)	No Response
Saelig Company Inc (Saelig)	No Response
Safal Partners	No Response
Safari Micro (Safari Micro)	No Response
Safe Global Services (Safe Global Services)	No Response
Safe Life Fire Protection	Viewed
Safe Shield LLC (Anderson)	No Response
Safebit Solutions	No Response
Safer School Solutions, LLC	No Response
Safesite, Inc. (Safesite, Inc.)	No Response
Safety Vision LLC	No Response
SafetyNet America (Safety Net, LLC)	No Response
Safeware, a subsidiary of One80 Intermediaries	No Response
Sage Integration Holdings LLC	No Response
Saitech Inc (Saitech Inc)	No Response
Salient Global Technologies	Viewed
Salt Creek Technologies, LLC (Salt Creek Technologies, LLC)	No Response
Saltus Technologies	No Response
Salty Cloud PBC (Salty Cloud, PBC)	No Response
SameGoal, Inc.	No Response
Samsara	No Response
San Antonio Lighthouse for the Blind and Vision Impaired	No Response
Sanalife (InTech Energy, Inc.)	No Response
Sandia International Inc	No Response
Sanguine Informatics LLC	No Response
Sanitizing Solutions America Inc	No Response

SanJae Educational Resources, Inc.	No Response
Santa Rosa Communications (Santa Rosa Communications)	No Response
Sarvicus LLC	No Response
SAS Institute	No Response
Savvas Learning Company LLC (Gateway Education Holdings LLC)	Viewed
Saxon Global.Inc (Saxon Global.Inc)	No Response
SBase Technologies, Inc (SBase Technologies, Inc)	No Response
sBiz360 (Caliente Technologies, Inc.)	No Response
SBT Operations LLC	No Response
Schillers Audio Visual (W. Schiller & Co., Inc.)	No Response
SCHOOL CHECK IN (SUMMIT INDUSTRIES CORPORATION)	No Response
School Device Coverage (U-pic Insurance Services Inc)	No Response
School Intercom Services (School Intercom& Sound Services, LLC)	No Response
School Webmasters (School Webmasters)	No Response
SchoolBanks, Inc. (AltonSoft Corp)	No Response
SchoolBlocks (SoprisApps)	No Response
Schooley Mitchell of Louisa (Telecom Savings Consultants Corp)	No Response
SchoolInfoApp (SchoolInfoApp, LLC)	No Response
SchooLinks Inc	No Response
SchoolMint Inc	No Response
School-Payments (DD New, LLC dba School-Payments)	No Response
SchoolPointe Inc.	No Response
School-Radio/336 (School-Radio/336)	No Response
Schoolrunner, LLC	No Response
SchoolSpire, Inc. (SchoolSpire, Inc.)	No Response
SchoolStatus	No Response
Schoolytics (Schoolytics)	No Response
Scinary Cybersecurity, LLC (Richard Martin)	No Response
ScoreVision	No Response
Scott Merriman, Inc. (Scott Merriman, Inc.)	No Response
ScreenBeam Inc.	No Response
Script It (Andrew C Rehkopf)	No Response

Script LLC		No Response
ScriptString (Script String Ltd.)		No Response
SDVOSB Materials Technology & Supply LLC		No Response
Seamless Advanced Solutions, LLC		No Response
Seamless Solutions (Copeco)		No Response
SEAS Education (SEAS Education)		No Response
Seaton Automation LLC		No Response
Sebastian Tech Solutions (Sebastian Tech Solutions)		No Response
SEC, Snellstrom Electrical Contracting (David M Snellstrom)		No Response
Seconds Matter Safety Solutions		No Response
Sectigo Limited		No Response
Sector Five, Inc.		No Response
Secure Data Solutions, Inc.	Fail	No Response
Secure Data Technologies, Inc.		No Response
Secure Entry LLC.		No Response
Secured IT Solutions (Secured IT Solutions)		No Response
Secured Tech Solutions, LLC		No Response
SecureDocs Inc.		No Response
SecurePro Technologies LLC		No Response
Securitas Electronic Security		No Response
SecurITy (TECHN ALL OGY LLC)		No Response
Security 101 (AVI Integrators, Inc.)		No Response
Security Control Systems (Security Control Systems)		No Response
Security Solutions USA (U-Change Lock Industries Inc.)		No Response
Security101 (Ford Industries Inc)		No Response
Securranty, Inc		No Response
Seed Technologies, Inc		No Response
Segue Corporation		No Response
Sehi Computer Products		No Response
SEI Wireless Solutions (SEI Wireless Solutions)		No Response
SELECTICITY (GISTTECH, LLC)		No Response
Self Radio, Inc.		No Response

SEMCO LLC		No Response
SensoneoUSA LLC		No Response
Sensys Gatso Group		Viewed
Sentinel IPS (Sentinel IPS)		No Response
Sentinel Software		No Response
SENTINEL THE ALARM COMPANY		No Response
Sentry Security Service LLC		No Response
Senzyo (9362-5358 Québec inc.)	Fail	No Response
Sequel Data Systems		No Response
Sequoyah Communication Solutions (Sequoyah Communication Solutions)		No Response
Serigor Inc (Serigor Inc)		No Response
Serverless Solutions LLC (Serverless Solutions LLC)		No Response
ServerMonkey.com LLC (ServerMonkey.com LLC)		No Response
ServeVet Inc		No Response
Servion Global Solutions, Inc (Servion Global Solutions, Inc)		No Response
Set Solutions, Inc		No Response
SETEX Facilities & Maintenance, LLC		No Response
Seven Hills Technology, LLC		No Response
Seventh Genius LLC		No Response
SG1Cloud		No Response
Shamrock Communications		No Response
Sharco Technologies		No Response
Sharp Electronics Corporation		No Bid
SharpEDG, LLC		No Response
SHEELDIT, LLC		No Response
Sherry T's Texas Tee's		Viewed
SHI Government Solutions		No Response
Shields Electronics Supply, Inc.		No Response
Shimadzu Medical Systems		No Response
Shipcom		No Response
shivnet inc		No Response
Shooter Detection Systems (Shooter Detection Systems, LLC)		No Response

ShopBot Tools, Inc.	No Response
SHORM Consulting, LLC	No Response
Sideline Power,LLC	No Response
Siemens Industry, Inc.	No Response
Sigma Solve, Inc.	No Response
Signetcbyer LLC (Jackson)	No Response
Silent 6 LLC	No Response
Silicon Mountain Memory (WTK, LLC)	No Response
Silotech Goup LLC	No Response
SIMETRI	No Response
Simpele LLC (Simpele LLC)	No Response
Simple Sound Solutions, LLC	No Response
Simpledu LLC (Simpledu LLC)	No Response
Single Integration (Integrations LLC)	No Response
Single Point Global, Inc.	No Response
Singularity Technologies Inc. DBA Exelegent	No Response
Sirius Computer Solutions	No Response
SKICK CONCEPTS INC. (SKICK CONCEPTS INC.)	No Response
Skill Demand Corp	No Response
SKL Services Inc dba VirtualTone (Gubert)	No Response
Sky Communications Inc	No Response
Skydio, Inc.	Submitted
Skyline Technology Solutions, LLC.	No Response
Skynet Security Systems (Windy City Surveillance)	No Response
SkyPBX (skypbx)	No Response
SkyRider Communications Inc	No Response
Sleekfire (Ethan Painter LLC)	No Response
SLG Technologies, LLC	No Response
Sloan’s technology	No Response
SLR Building Contractors, LLC	No Response
Smart Earth Technologies	No Response
Smart Folks Inc	No Response

SMART GROUP SYSTEMS (BEEPSMART COMMUNICATIONS INC)		No Response
Smart Homes, Inc. (Smart Homes, Inc.)		No Response
Smart Innovative Inc		No Response
SMART IT PROS INC		No Response
Smart Pro Technologies LLC		No Response
Smart Rain LLC		No Response
Smart Tech Insurance (The Bernstein Firm LLC)		No Response
SMART Temps (Digi International)	Fail	No Response
Smartbridge (Smartbridge LLC)		No Response
SmartCOP (SmartCOP, Inc)		No Response
Smarter HR Solutions, LLC		No Response
SMARTEST EDU, INC (Formative)		No Response
SmartSchool Systems		No Response
SmartWAVE Technologies		No Response
SMITTY ECOMMERCE LLC		No Response
SMTA ENTERPRISES INC		No Response
Snider Technology Services		No Response
Social Sentinel, Inc. (Social Sentinel, Inc.)		No Response
Soflo Studio (M3NYC Corp)		No Response
Softdocs SC LLC		No Response
Softel Resource Group LLC		No Response
Softlinx LLC		No Response
Software 4 Schools (Software 4 Schools)		No Response
Software One Inc		No Response
Solai and Cameron Inc/DBA Novatio Solutions (Solai and Cameron Inc)		No Response
SolGreen® Solutions Corp.	Fail	No Response
Solid Border		No Response
Solid IT Networks		No Response
Solodev (SpaceMade LLC)		No Response
Solonet Technologies		No Response
SOLUTIONS 4 LESS	Fail	No Response
Solutions by O'Quinn		No Response

Solutionz Conferencing Inc	No Response
Solvere Tech Support (MURO Business Solutions)	Viewed
Solvix Solutions LLC	No Response
Sonicu	No Response
SonicWall	No Response
Soter Technologies (Sotertech)	No Response
Soteryx Corporation	No Response
Sound Advice Home Theater Inc.	No Response
Sound Products, Inc.	No Response
Sound Techs (Sprinkle)	No Response
South Texas Security Systems (Pace Enterprise Of Texas, LLC)	No Response
South Western Communications, Inc.	No Response
Southern Computer Warehouse, Inc.	No Response
Southern Science Supply	No Response
Southwest Education	No Response
Southwest Office Systems, Inc.	No Response
Spanish Solutions (Spanish Solutions LLC)	No Response
SPARK I/T Services, LLC	No Response
Specialized Computer Solutions Incorporated	No Response
Spectrum Advanced Technologies LLC	No Response
Speech Privacy Systems LLC (sps)	No Response
Spherion Staffing & Recruiting (Technology Consultants LLC)	No Response
Spot Cooling Systems Inc. (American Spot Cooling)	No Response
Spot.AI	Viewed
Sprint Solutions (Sprint Communications)	No Response
Spruce Technology, Inc. (Spruce Technology, Inc.)	No Response
Spurtech Consultants Inc. (Mustafa)	No Response
Square Technology (David Frisbie)	No Response
SRS Consulting Inc (SRS Consulting Inc)	No Response
SRVC Pros LLC	No Response
SSSolutions, LLC (SSSolutions, LLC)	No Response
St. Augustine Language Solutions	No Response

StackLynk, LLC		No Response
Staco Electric Construction CO (Staco Electric Construction CO)		No Response
Staff Magnet	Fail	No Response
Staffactory, LLC.		No Response
Staley Technologies (Staley Inc.)		No Response
Stallion Oilfield Services, Ltd.		No Response
StarBoard Solution, Inc		No Response
Stargel Office Solutions		No Response
Starks Industries Inc.	Warn	No Response
StarNet Solutions Inc		No Response
Stars Media Group		No Response
Statecraft Simulations		No Response
Status Solutions LLC		No Response
Stauffer Technologies, Inc (Stauffer Technologies, Inc)		No Response
Staymobile		No Response
STEAM Drones (DCE UAS LLC)	Fail	No Response
Steelcase (Steelcase)		No Response
SteepSteel (SteepSteel, LLC)		No Response
Stellargy Services, LLC		No Response
STEM U LLC (STEM U, LLC)		No Response
STEMfinity LLC		No Response
STEP CG LLC		No Response
STEPHANIE ROBINSON		No Response
Sterling Computers Corporation		No Response
Sterling Concepts (Sterling Concepts, LLC)		No Response
stibbard & Associates, LLC.		No Response
Stiles Company Inc		No Response
STOAMIGO INTERNATIONAL LLC (AXEL)		No Response
STOPit Solutions (Inspirit Group, LLC)		No Response
Straightforward, LLC		No Response
Strata Information Group		No Response
Strategic Alliance Consulting Inc. (Strategic Alliance Consulting Inc.)		No Response

Strategic Consulting Alliances, LLC (Strategic Consulting Alliances, LLC)	No Response
Strategic Storage Solutions	No Response
Strategos International, L.L.C.	No Response
Strattmont Group	No Response
StreamVu, Inc	No Response
Strictly Technology LLC	No Response
Strivven Media LLC	No Response
Structured Plus Communications Inc.	No Response
Stryke Security Inc (Stryke Security Inc)	No Response
Stryker Co. LLC	Viewed
STS Recycling LLC	No Response
STS360 (Sigma Surveillance Inc., DBA STS360)	No Response
Student Conductor, Inc.	No Response
Students of Strength, Inc.	No Response
Studi (Studi)	No Response
Studio Plaza Group (Dale Marie Evans)	No Response
STW Inc	No Response
Sum Theory Inc	No Response
Summit 360 (Summit Information Resources)	No Response
Summit Fire & Security	No Response
Summit Integration Systems (Integrated A/V Systems, LLC, DBA, Summit Int egration Systems)	No Response
Summus Industries Inc	No Response
Sunflower Lab LLC (Sunflower Lab LLC)	No Response
Sunnet Solutions	No Response
Sunrise IT Solutions Group	No Response
Sunterra equipment inc	No Response
Superior Alarms	No Response
Superior Fiber and Data Services Inc	No Response
SUPERNOVA (INNOVAERA INC)	Viewed
Supply Innovations Co. LLC	Viewed
Supreme Solutions (Supreme Solutions, Inc.)	No Response
Surefire Technologies	No Response

Surveillance Analytics (Advanced Calculations, LLC DBA Surveillance Analytics)	No Response
Surveillance-247, LLC	No Response
Sustainability Management Partners, LLC (Sustainability Management Partners, LLC)	No Response
Swagit Productions, LLC	No Response
SWC Telesolutions (SWC Telesolutions)	No Response
Sweetwater Sound Inc.	No Response
Swensa LLC	No Response
SwētSPOT LLC	No Response
Swift Sensors	No Response
Swing Education (Swing Education)	No Response
Switch Global (Switch Global LLC)	Viewed
SWYE360 LEARNING	No Response
Synapse Business Systems	No Response
Synapse Technologies, Inc.	No Response
SynchroNet (SynchroNet)	No Response
Syndesi Solutions (Syndesi Solutions, Inc)	No Response
Synergetics DCS Inc	Viewed
Synetic Technologies	No Response
Synetra Structured Cabling (Seymore Group LLC)	No Response
SYNNEX Corporation	No Response
Syntrio (Syntrio Solutions, LLC)	No Response
SYSCOM, Inc.	No Response
SYSNET, LLC	No Response
SysnetIQ Data Solutions LLC	No Response
System Soft Technologies, Inc	No Response
System Tech Texas, Inc.	No Response
Systemates Inc	No Response
Systems & Solutions, Inc	No Response
Systems Design (Computer Systems Design Inc.)	No Response
Tactura Network Solutions LLC	No Response
TakshaSmartlabz (TakshaSmartlabz)	No Response

Talarai LLC		No Response
TALAS Security, LLC		No Response
Talavera Networks LLC		No Response
Talentvera Inc,.		No Response
Talisen Technologies, Inc. (Talisen Technologies, Inc.)	Fail	No Response
TalkingPoints		No Response
TALOSYS Inc. (TALOSYS Inc.)		No Response
Tammy Varner (Tammy Varner)		No Response
Tangent Computer		No Response
Tankabox (Tankabox LLC)		Viewed
Tasi, LLC (Tasi, LLC)		No Response
Tate Computer Systems Inc		Viewed
Tatro Technologies		No Response
Taurus Technologies		No Response
TB&A Hopsital Television, Inc		No Response
TBI Solutions, LLC		No Response
TCS Telecom Inc.		No Response
TeacherGaming LLC		No Response
Teachers Discovery Inc (American Eagle Co Inc)		No Response
TeachLogic LLC		No Response
Team 1st Technologies, LLC		No Response
Team Venti (Azendent Partners, LLC)		No Response
TeamDynamix		No Response
Tech Brains Solutions		No Response
Tech Data		No Response
Tech Data Corporation (Tech Data)		No Response
Tech Defenders		No Response
Tech Dogs, LLC		No Response
Tech Electronics, Inc		No Response
Tech Icon Solutions, Inc (Tech Icon Solutions, Inc)		No Response
Tech Link LLC		No Response
Tech Mahindra Limited		No Response

Tech Reformers, LLC	No Response
Tech to School (MyService Solutions, Inc.)	No Response
Tech Unwreck (JCD Repair LLC)	No Response
Techbuyer (Techbuyer)	No Response
TechCycle Solutions	No Response
TechDomain Consulting, LLC	No Response
Techejobs (Add2Payroll Inc)	No Response
TechFocus	No Response
TechForge	No Response
Techknow123 (Techknow123 Technology Made Easy)	Viewed
TechKnowledge Consulting Corp	No Response
Techmedics	Unsubmitted
Technical Laboratory Systems, Inc.	No Response
Technisoft Consulting Inc	No Response
Technologisty LLC	No Response
Technology Consortium, LLC (Technology Consortium, LLC)	No Response
Technology Evaluation Centers (Technology Evaluation Centers)	No Response
Technology Express (SOS Computers, LLC)	No Response
Technology Group Solutions, LLC (TGS)	No Response
Technology Integration Group PC Specialists Inc	No Response
Technology Management Corporation	No Response
Technology Providers Inc.	No Response
Technology Resource Advisors	No Response
TechOnPurpose (HumaniTV Inc)	No Response
Techorbits (Techorbits)	No Response
TechSentials (TechSentials)	No Response
Techsico Enterprise Solutions Inc.	Viewed
TechTerra Education	No Response
TEEMA	No Response
TEG Technologies LLC	No Response
Tekgration LLC (Tekgration LLC)	No Response
Tekplan Solutions (Tekplan Solutions)	No Response

TekVisions, Inc.		No Bid
Tekvox		No Response
TELADVANCE, LLC	Fail	No Response
Teleasy Corp		No Response
Teleco of Lubbock; Corvus Systems (Lubbock Telcom, Inc.)		No Response
Telecom Technologies, Inc.		No Response
TELEPRO COMMUNICATIONS		No Response
Teletrac Navman (Teletrac Navman)		No Response
Televon (Plenteous Consulting LLC)		No Response
TelPlus Communications (Pay Plus Communications)		No Response
TelResource, Inc. (TelResource, Inc.)		No Response
Teltech Communications LLC		Viewed
Ten 7 Interactive, LLC.		No Response
Teo Technologies, Inc. ((formerly Tone Commander))		No Response
Terminalfour Inc.		No Response
Terralogic Document Systems, Inc.		No Response
Terralogic Solutions Inc		No Response
Tetra AV (Tetra AV)		No Response
Tevora Business Solutions, Inc.		No Response
Texas Building Controls LLC		No Response
Texas Computer Education Association		No Response
Texas CPG LLC		No Response
Texas Creative (TXC Texas Creative Ltd., LLP)		No Response
Texas Document Solutions, Inc.		No Response
Texas Hub Biz (Texas Hub Biz)		No Response
Texas Lock & Door Closer Inc.		No Response
Texas Security integration, LLC		No Response
Texas Security Shredding		No Response
Texas Southwest Machinery, Inc (Texas Southwest Machinery, Inc)		No Response
Texas Star Document Services, Inc. (Christophers Copy Service, Inc)		No Response
Texas State Billing Services, Inc		No Response
Texthelp		No Response

TFE (Technology for Education, LLC.)	No Response
TGET, LLC DBA THE TECH GUY (TGET, LLC DBA THE TECH GUY)	No Response
The Blackseed Group LLC	No Response
The Company. Inc. (The Headhunters Extraordinaire Company. Inc.)	Viewed
The Green Alliance (The Green Alliance)	No Response
The i-MAGE Corporation	No Response
The KR Group, Inc.	No Response
The MacMan, LLC	No Response
The Michaelson Group Holdings, L.L.C. (The Michaelson Group Holdings, L. L.C.)	No Response
The Murphy Contracting Company (The Murphy Contracting Company)	No Response
The Pathfinder Solutions Group, LLC	No Response
The Planit Room	No Response
The Purple Guys, L.L.C.	No Response
The Repair Depot LLC	No Response
The Safeguard System Inc. (The Safeguard System Inc.)	No Response
The Scholastic Network (Scholastic Network Partners, LLC)	No Response
The Spot (The Spot 4 Office LLC)	No Response
The Stitt Group (Stitt Energy Systems Inc.)	No Response
The Syndicate Wave LLC	No Response
The Text Hub (The Text Hub)	No Response
The Walker Group	No Response
The Wire Guys, LLC	No Response
Themis Purchasing, INC	No Response
ThinkGard, LLC	No Response
Thin-nology	No Response
ThinOps Services LLC	No Response
Thomas Data Design (Kevin R Thomas)	No Response
Three Sixty Building Solutions	No Response
Thru Consulting (Thru Consulting)	No Response
Thunder Learning Cloud	No Response
Thunder River Construction, LLC	No Response
Thunder Valley Enterprise, Inc	No Response

Tier4 Group, LLC (ROBINSON KEY LLC)	No Response
Tier4 Technologies LLC (Teir4 Technologies LLC)	No Response
Tierney Brothers, Inc.	No Response
Tint Mobile	No Response
TipTop Turnkey LLC	No Response
Titan Roofing Services LLC	Viewed
TITAN SPORTS (Integrated Bionics, INC)	No Response
TKABO TECHNICAL SOLUTIONS, LLC	No Response
TMT Solutions	No Response
TodoVerde Consulting Ventures LLC	No Response
TokBird, Inc	No Response
Toner Quest Inc	No Response
TOOLKITTECH	No Response
Tools4ever (Advance Toolware, LLC)	No Response
TopRight Telecom Inc	No Response
Total Com LLC (Total Com LLC)	No Response
Total Control Automation (Total Control Automation)	No Response
Total Control Consultants	No Response
Total Electronics Contracting, Inc.	No Response
Total Fire and Safety	No Response
Total Server Solutions	No Response
Total Technology Results (Cal State Electronics, Inc)	No Response
Total Video Products, Inc.	No Response
TouchView Inc (TouchView Inc)	No Response
TPx Communications (U.S. TelePacific Corp.)	No Response
Tracer Communications Inc	No Response
Tracy Inc.	No Response
TRADEWINDS PETROTRADE, LLC.	No Response
Trafera LLC (Trafera Holdings, LLC)	No Response
Trans Globe, LLC.	No Response
Transatlantic Business Consulting Inc. (Transatlantic Business Consulting Inc .)	No Response
Transit Safety and Security Solutions	No Response

TransitFare & Systems	No Response
Transnet Communications	No Response
TransPerfect (TransPerfect)	No Response
Transportant (Transportant)	No Response
Transtelco/IP Matrix (Transtelco/IP Matrix)	No Response
Travis Association for the Blind - Austin, TX (Travis Association for the Blind - Austin, TX)	No Response
TRECIG LLC	No Response
Tredent Data Systems Inc	No Response
TREE Industries LLC (TREE Industries LLC)	No Response
TREIN Management (TREIN Management)	No Response
Tri Chi TID LLC	No Response
Triangle Communications Inc.	No Response
Tribal 1 (T1 Construction, LLC)	No Response
Tributary Systems, Inc (TSI Holdings Inc.)	No Response
TriCorps Surveillance	No Response
Trifecta Networks	No Response
Trilogy NextGen (Trilogy 5G, INC.)	No Response
Trindom Global, LLC (Trindom Global, LLC)	No Response
Trinity Envision Business Services LLC	No Response
Trinity Service Integrations Company	No Response
Triple O Technologies LLC (Olusanya)	No Response
Triple S Alarm Co., Inc.	No Response
TriStar Commercial, LLC	No Response
TRI-STATE ELECTRIC OF JONESBORO	No Response
Triton Consulting Group	No Response
Triton Sensors (Triton Sensors, LLC)	No Response
Triumph Cabling Systems LLC	No Response
TROJAN ENERGY SYSTEMS INC (TROJAN ENERGY SYSTEMS INC)	Viewed
Trotec Laser Inc.	No Response
True IP Solutions LLC	No Response
True North Consulting Group, LLC.	No Response
Trust IT (Trust Technologies LLC)	No Response

TRYFACTA, INC.	No Response
TS Group, LLC	No Response
TSS Networks/MATCHFIT/The Sport Source (The Sport Source)	No Response
TSS, Inc.	No Response
T-Tech	No Response
Tubbesing Services LLC	No Response
Turing Tumble LLC (Turing Tumble LLC)	No Response
Turnitin, LLC	No Response
Turn-Key Mobile, Inc. (Turn-Key Mobile, Inc.)	No Response
Turnkey Solutions LLC	No Response
Tvinstal llc	No Response
TWIST Integration Solutions Technology (TapeWorks Texas, Inc.)	No Bid
Twisted Tech (Kylar Smith)	No Response
Two Way Direct	No Response
Two Way Radio of Carolina, Inc.	No Response
TX One Source (TX One Source)	No Response
Tyler Technologies, Inc.	No Response
Tynker (Neuron Fuel Inc)	No Response
U.S. Tech, Inc.	No Response
UiPath	No Response
Ultimate Communications, inc.	No Response
Ultimate Presentation Systems, Inc (REESE)	No Response
Unicorn Magic	No Response
Unified ConneXions	No Response
UnifiedCommunications.com (Tele-Communication, Inc.)	No Response
UNIGUEST (U.S. Hospitality Publishers, Inc)	No Response
Unique Digital	No Response
Unisys Corporation (Unisys Corporation)	No Response
Unite Private Networks (Unite Private Networks)	No Response
United Commercial Energy Partners	No Response
United Geo Technologies LLC	No Response
United Manufacturing and Distribution LLC (United Manufacturing and Distribution LLC)	No Response

United Office Systems (United Office Systems)		No Response
United Systems Inc		No Response
United Training Commercial LLC (United Training)	Warn	No Response
Universal Diversified Technology		No Response
Univo Data, Inc.		No Response
Unmanned Vehicle Technologies LLC		No Response
UPD Consulting (Urban Policy Development, LLC)		No Response
Upper Edge Tech		No Response
Uptake Technologies, Inc. (Uptake Technologies, Inc.)		No Response
UR TURN (UR TURN, SBC)		No Response
US Biz Technology		No Response
US Computers Inc (US Computers Inc)		No Response
US eDirect (US eDirect)		No Response
US Imaging, Inc.		No Response
US IT Solutions Inc (US IT Solutions, Inc.)	Fail	No Response
US Products, LLC.		No Response
USA Technology Consultants		No Response
USACI USA Consulting Inc		No Response
UTJ Holdco, Inc. DBA Teaching Strategies, LLC (UTJ Holdco, Inc. DBA Teaching Strategies, LLC)		No Response
UVC CDE Sanitation Services LLC (Uvc CDE Technology LLC)		No Response
UZBL (UZBL LLC)		No Response
V Group Inc. (V Group Inc.)		No Response
Valor Fire & Security (Valor Fire Protection, LLC)		No Response
Vanguard Security Group (Soto Security Inc.)		No Response
Vantage Learning		No Response
Vantage Point ITAD		No Response
Varitronics LLC		No Response
Varsity Group Marketing (All-Iowa Score Tables, LLC)		No Response
Varsity Tutors LLC (Varsity Tutors LLC)		No Response
VAZATA		No Response
vCloud Tech Inc.		No Response

VCRNOW (Visual Candy Resources)		No Response
VCS Security Systems, Inc.		No Response
VECTOR IT SOLUTIONS INC. (VECTOR IT SOLUTIONS INC.)		No Response
VeeMost Technologies (VeeMost Technologies Holdings, Inc)		Viewed
Velocity Micro		No Response
Velvet One Media LLC		No Response
Ventanex (CDT Technologies, Ltd.)		No Response
Veoci Inc.		No Response
Verax LLC		No Response
Verge Ventures, LLC		No Response
VeriDAS Technologies, LLC		No Response
Veritas Management Group		No Response
Verity Services LLC.		No Response
Verkada, Inc. (Verkada, Inc.)		No Response
vertex marketing		No Response
Vertosoft LLC		Viewed
Vetcore Technology LLC		No Response
VEX Robotics INC.		No Response
VIA Technology, LLC		No Response
VIABLE OFFICE SOLUTIONS INC (VIABLE IMAGING)		No Response
VIATEQ Corporation		No Response
VICTORIA COMMUNICATION SERVICES, INC		No Response
VidCruiter (VidCruiter Inc)		No Response
VIE Technologies Inc.		No Response
Viewpoint Networks, Inc.		No Response
ViewSonic Corporation		No Response
ViewTech (ViewTech Group, LLC)		No Response
Village Virtual LLC (Debi Crabtree)		No Response
Vinani Inc.		No Response
Vinson Chien (XYZprinting)		No Response
VIO Advisors, Inc.	Fail	No Response
Viperline Solutions LLC (Viperline Solutions)		No Response

Virginia TIP		No Response
Virtual Technologies Inc		No Response
Virtucom		No Response
virus solution		No Response
Vision Computer Services Inc (Vision Computer Services Inc)		No Response
Vision Concept Technology (Vision Concept Technology)		No Response
Vision Integration Services, Inc.		No Response
Visionality Designs That Compute dba Visionality (DESIGNS THAT COMP UTE)		No Response
Visitu LLC		No Response
Vista IT Group		No Response
VISUAL AV LLC		No Response
Visual Edge IT (Netwise Resources)		No Response
Visual Sound, Inc.		No Response
Visual Techniques		No Response
VitalSigns (Townsend Technology Consulting)		No Response
Vitech Cybersecurity Group (Same)	Fail	No Response
Vivacity Tech PBC		No Response
Vivi LLC		No Response
Vivo Technologies, LLC		No Response
Vizipp Inc		No Response
Vizitech USA, LLC		No Response
VMRay Inc.		No Response
Vodanet Systems LLC		No Response
Voiceconnex (MEYTech Enterprises INC.)		No Response
Voltrek LLC (Voltrek LLC)		No Response
VOLUBLE SYSTEMS LLC (Voluble Systems LLC)		No Response
Volume Cases (Hut Global Inc)		No Response
Vonage Holdings, Inc.		No Response
Vortex Companies (Vortex Infrastructure Holdings, LLC)		No Response
VOX Network Solutions (VOX Network Solutions)		No Response
Vox Scripta LLC		No Response
vPrime Tech Inc		No Response

V-Project Management Consulting LLC (V-PMC LLC)		No Response
VSC Fire and Security		No Response
VSC, Inc.		No Response
V-Soft Consulting Group, Inc.		No Response
vTech Solution Inc		No Response
Vteknologie (Vteknologie)		No Response
VZP Digital Inc		No Response
W.S. Darley & Co.		Viewed
Wachter, Inc.		No Response
Wagner Consulting LLC		No Response
Wahsega (Wahsega Labs, LLC)		No Response
Walker Engineering, Inc.		No Response
WalkerCom, Inc.		No Response
Walsh Door & Security (Walsh Door & Hardware Co.)		No Response
Ward's MediaTech Inc		No Response
WaterSignal, LLC		No Response
WAV Audio & Visual (WAV Audio & Visual LLC)		No Response
Waypoint Business Solutions		No Response
Waypoint Government Solutions, LLC		No Response
WB Contracting Group,Inc.	Fail	No Response
WDA Hoc Nostrum LLC (NerdsToGo Computer Service)		No Response
Weaver (Weaver and Tidwell, L.L.P.)		No Response
Weaver Technologies LLC		No Response
Weaver Technologies LLC (Weaver Technologies LLC)		No Response
webCemeteries (Vast Data Concepts, LLC)		No Response
Westechs (Westechs LLC)		No Response
WesternTechSystems, Inc.		No Response
WestStar Corporation		No Response
WeVideo Inc		No Response
White River Services and Solutions (Arkansas K12, LLC)		No Response
White Rock Security Group, LLC (White Rock Security Group, LLC)		No Response
WhizFish (WhizFish)		No Response

Wilkins Innovative Conceptual Designs, LLC (Wilkins Innovative Conceptual Designs, LLC)		No Response
Winbourne Consulting, LLC		No Response
WIRED! Technology Partners		No Response
wireless & IP Technologies (West Indies Technologies LLC)		No Response
Wistron GreenTech (Wistron GreenTech (Texas) Corporation)		No Response
Wonder Workshop, Inc.		No Response
Wordware Inc (My Global Data)		No Response
Work Innovators LLC (Work Innovators LLC)		No Response
WorkForce Software (WorkForce Software)		No Response
WORLD GIANT INC		No Response
World Services for the Blind (World Services for the Blind)		No Response
World Wide Tech Services LLC		No Response
World Wide Technology, LLC (World Wide Technology, LLC)		No Response
WorldPMO (WorlPMO LP)		No Response
WP Electric and Communications Incorporated		No Response
www.amplifisn.com (www.amplifisn.com)		No Response
www.govmation.net (www.govmation.net)	Fail	No Response
www.intellectyx.com (www.intellectyx.com)		No Response
Wyebot Inc (Wyebot Inc)		No Response
WYND Technologies, Inc.		No Response
Wytec International (Wytec International)		No Bid
X Corp Solutions, Inc.		No Response
x.labs (Royal Holdings Technologies Corp)		No Response
Xcloud LLC		No Response
X-Connect Inc		No Response
Xello Inc		No Response
Xer Technologies AG		Viewed
XFComputers		No Response
XiO, Inc.		No Response
Xtract One (US) Technologies Inc.		No Response
Xyples LLC		No Response
Y Marketing Corporation		No Response

Yalla Ventures, Inc.		No Response
yanilex systems llc		No Response
YellowFolder LLC		No Response
Yondr Inc		No Response
YTT Translations Inc.		No Response
YuJa Inc.		No Response
Z SMART		No Response
Zaavya LLC (Zaavya LLC)		No Response
ZDAAS LLC		No Response
ZeroDamage Sahara Case LLC (Natalia Babichenko)		No Response
Zia Learning		No Response
ZippSlip (Permissions Safe Inc)		No Response
Zonar Systems Inc		No Response
Zonatherm Products, Inc.		No Response
Zones LLC		No Response
Zoobean Inc		No Response
Zoom Video Communications		No Response
ZPD Solutions		No Response
zresta (zresta)		No Response
zSpace, Inc. (zSpace, Inc.)		No Response
Zum Services, Inc. (Zum Services, Inc.)		No Response
ZUNI Learning Tree LLC		No Response
ZYP Solutions, Incorporated	Fail	No Response
Zzish Ltd		No Response

Participant Detail

(FSS) Foodservice Sustainability Solutions

Address:	2106 Moon Station Dr. NW Kennesaw, GA 30144 (800) 351-8875	Response Status:	No Response
		Invitiation Date:	9/7/2023
		Invitiation Emails:	keger@fs-sustainability.com
Classifications:	SBE (Primary)		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

Welcome to the Dynamic Small Business Search

DSBS

NEW FEATURES FOR MOBILE USERS: /../library/udf
Phone number hotlinks can be used to dial the number on mobile phones.
Address hotlinks can be used to show the address in Google Maps.

SBA has verified the following certifications in DSBS: 8(a), HZ, WOSB, EDWOSB, VOSB, SDVOSB. Other than these SBA certifications, DSBS is generally a self-certifying database and the other certifications are not verified by SBA. Contracting officers should diligently review a bidder's small business self-certifications before awarding a contract.

Location of Profile

States:

(any state)
AL - Alabama
AK - Alaska
AA - American Atlantic (APO/FPO)
AE - American Europe (APO/FPO)
AP - American Pacific (APO/FPO)
AS - American Samoa
AZ - Arizona
AR - Arkansas
CA - California

(How to make multiple selections.)

Searching within a State:

(Requires exactly one state from the State list at left.)

Congressional District: Help

County: Select 1 State, then press Lookup Lookup Help

Area Code or Phone Number Initial Fragment

Metropolitan Statistical Area Help

SBA Servicing Office Help

Zip Code or Zip Code Initial Fragment

Government Certifications

8(a) Certified or 8(a) Joint Venture:

- (●) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- ( ) Not Required

Women Owned Small Business:

- ( ) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- (●) Not Required

HUBZone Certification:

- ( ) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- (●) Not Required

Economically Disadvantaged Women Owned Small Business:

- ( ) Required (Active Certifications only)
- ( ) Required (Active Certifications and Previously Certified)
- ( ) Required (Previously Certified only)
- (●) Not Required

Veteran-Owned Small Business or Joint Venture:

- ( ) Required (Active Certifications only)
- (●) Not Required

Service-Disabled Veteran-Owned Small Business or Joint Venture:

- ( ) Required (Active Certifications only)
- (●) Not Required

The SBA's 8(a), HUBZone and SDB certifications are also made available to external software via: SBSS Public Web Services.
For more information, see also SBA Certifications in the search help page.

Ownership and Self-Certifications

- [x] Any Minority Owned:
  - [x] Any Native American Owned:
    - [x] Tribally Owned
    - [x] Alaskan Native Corp (ANC) Owned
    - [x] Native Hawaiian Org (NHO) Owned
    - [x] Other Native American
  - [x] Other Minority Owned
- [x] Community Development Corporation (CDC) Owned
- [ ] Self-Certified Small Disadvantaged Business
- [x] Self-Certified Service-Disabled Veteran-Owned
- [ ] Self-Certified Veteran-Owned (including Service-Disabled Veteran-Owned)
- [x] Any Self-Certified Women-Owned Small Business
  - [x] Self-Certified Women-Owned Small Business
  - [x] Self-Certified Women-Owned Small Business Joint Venture
  - [x] Self-Certified Economically Disadvantaged Women-Owned Small Business Joint Venture

(To start over in this section, if you like, you can use this hotlink: Clear These Checkboxes)

Specific Nature of Business

NAICS Codes:	(•) Any	( ) All (slower)	424920, 323117, 459210	Help
"Buy Green" NAICS Codes:	(•) Any	( ) All (slower)		Help
Keywords:	(•) Any	( ) All (slower)		Help

General Nature of Business

[ ] Manufacturing [ ] Construction [ ] Research & Development [ ] Services

Minimum Acceptable Bonding Levels

	Construction Bonding Level (per contract)
	Construction Bonding Level (aggregate)
	Service Bonding Level (per contract)
	Service Bonding Level (aggregate)

Quality Assurance Standards

☐ ANSI/ASQC Z1.4 ☐ ISO-9000 Series ☐ ISO 10012-1 ☐ MIL-Q-9858 ☐ MIL-STD-45662A

Size

○ At least ◉ No more than
[ ] Employees and/or [ ] Annual Gross Revenue

Capabilities

Accepts Government Credit Card? ○ Required ◉ Not Required
GSA Advantage Contract? ○ Required ◉ Not Required
Exporter? ○ Yes ○ Wants to Be ○ Either ◉ Not Required
☐ Has an Export Profile in TM OnLine (*)

(*) To search the contents of "Export Profiles", use the DSBS-affiliated Trade Mission Online Search ("TM OnLine").

Searching for a specific profile

CAGE Code: [CAGE Cod] Help
UEI: [UEI]
8(a) Case Number: [8(a) Case #]
(Note: Searching by name is slower than other criteria.)
Company Name or Trade Name: [Company Name or Trade Name]
○ Do "sounds like" matching
◉ Do "first letters" matching
○ Do "contains" matching

Profile Status

Last Updated

○ On or before ◉ On or after mm/dd/yyyy

Status

☑ Active (default)
☐ Expired Registration in SAM

Default Public Search | All

("All" also sets Profile Last Updated to 'On or after 01/01/1900')

Search Results Display Options

Maximum number of profiles to be returned at a time:

Show All

Note: "Show All" shows as many profiles as you're allowed to receive, which may increase that limit to 5000. But due to a database restriction, adding "one-to-many" fields to the profile list (next item), lowers the limit to 1000. Choosing HTML Import format,below, automatically sets "Show All".

Show the following fields in the profile list:

Name and Trade Name of Firm; Contact; Address and City, State Zip; Capabilities Narrative; E-mail Address

Edit the columns to be displayed

Font Size (these usually affect all formats except HTML Import as text):

○ Tiny ○ Small ◉ Normal ○ Large ○ XLarge

Format. Show the search results in:

○ Table format

◉ HTML Export format
Save As...: ○ .text ◉ .xls (spreadsheet)
If importing into Windows Excel 2007 or later, answer Yes to the format/suffix dialog.

○ Mail-merge format
Delimiter: ◉ comma ○ comma and blank ○ tab

○ Vertical format (useful for mobile users)

Search Using These Criteria | Reset | Clear

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	MCCALLIE ASSOCIATES, INC.	RICHARD JAMES	3906 RAYNOR PKWY STE 200 BELLEVUE, NE 68123-6053
2	ALTITUDE TECHNOLOGIES INC. CHINOOK MEDICAL GEAR	WILLIAM CROWDER	12505 E 55TH ST UNIT B TULSA, OK 74146-6209
3	JUPITER ASSOCIATES, LLC	PHIL BANSAL	12 AIKEN CT MALVERN, PA 19355-1679
4	EXTREME TACTICAL INC	SHANE CORNELL	5692 JOHN GIVENS RD CRESTVIEW, FL 32539-7018
5	Green Water Energy LLC	Erin Clemens	1397 Port Drive Clarkston Clarkston, WA 99403-1806
6	GLOBAL EDGE HBS INC ERECORDSUSA	PANKAJ SHARMA	46520 FREMONT BLVD STE 602 FREMONT, CA 94538-6478
7	FORWARD MOTION GROUP HOLDINGS LLC	CAROLYN BOTERO	15600 NW 15TH AVE MIAMI, FL 33169-5604
8	SHABACH SERVICES LLC	MODUPE ASEKUN	3290 PINE ORCHARD LN STE 107B ELLICOTT CITY, MD 21042-2254
9	NILKANTH TWO INC	CHANDRAKANT PATEL	198 MAIN ST ADAMSBURG, PA 15611-1122
10	POTAWATOMI DEFENSE OPERATIONS LLC	JACK STOCKTON	3215 W STATE ST STE 309C1 MILWAUKEE, WI 53208-3364
11	UNICO GOVERNMENT SOLUTIONS, LLC UNICO GOVERNMENT SOLUTIONS LLC	CARA JENKINS	847 REGENTS SQ OXON HILL, MD 20745-1188
12	PB MARKETING GROUP LLC	PATRICK BENOIT	2240 PALM BEACH LAKES BLVD STE 400D WEST PALM BEACH, FL 33409-3410
13	PDO AHUSAKA JV II, LLC	GREG KOLEAN	3215 W STATE ST SUITE 309C1 MILWAUKEE, WI 53208-3364
14	POTAWATOMI DEFENSE OPERATIONS, LLC	JACK STOCKTON	101 W BENSON BLVD STE 303 ANCHORAGE, AK 99503-3937
15	SMOKESYGNALS LLC	STEVEN PETERS	3 SEWALL DR MASHPEE, MA 02649-6218
16	PDO AHUSAKA JV II LLC	GREG KOLEAN	101 W. BENSON BLVD SUITE 303 ANCHORAGE, AK 99503-3937

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	BRITT'S INDUSTRIES, INC	ELIZABETH BRITT	40 HUDSON ST STE 112 ANNAPOLIS, MD 21401-3158
2	FORWARD MOTION GROUP HOLDINGS LLC	CAROLYN BOTERO	15600 NW 15TH AVE MIAMI, FL 33169-5604
3	EMACK CONSULTING L.L.C.	JANET ADAMS	940 LONGREEN DR KERNERSVILLE, NC 27284-8170
4	RICH'S STITCHES, INC	CHRIS RICH	4013 MACARTHUR AVE RICHMOND, VA 23227-4050
5	UNICO GOVERNMENT SOLUTIONS, LLC UNICO GOVERNMENT SOLUTIONS LLC	CARA JENKINS	847 REGENTS SQ OXON HILL, MD 20745-1188
6	ACACIA ENTERPRISES OHIO, LLC	CLAUDETTE WOMACK	163 MUMFORD DR YOUNGSTOWN, OH 44505-4831
7	BIRTHRIGHT BOOKS LLC	MARLAYNA GLYNN	4 VISTA DEL OCASO RD RANCHOS DE TAOS, NM 87557-8757
8	JUMPTIME PUBLISHING LLC	APRIL WILLIAMS	2300 OLD SPANISH TRL APT 2114 HOUSTON, TX 77054-2144
9	PERFECT COPY & PRINT, INC. PERFECT COPY & PRINT INC	JANE BYERS	6541 44TH ST N STE 6002 PINELLAS PARK, FL 33781-5937
10	STROBER CONSULTING LLC	STACEY HOWARD	260 PEACHTREE STREET NW, SUITE 2200 ATLANTA, GA 30303-1292

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	ALTITUDE TECHNOLOGIES INC. CHINOOK MEDICAL GEAR	WILLIAM CROWDER	12505 E 55TH ST UNIT B TULSA, OK 74146-6209
2	PRECISION METAL FINISHERS, INC. PRECISION METAL FINISHERS INC	GLENDA SHERMAN	4429 COUNTY HIGHWAY 2A DEFUNIAK SPRINGS, FL 32433-6303
3	MILES AHEAD DISTRIBUTION, INC	LYNWOOD HURDLE	4916 GOVERNMENT RD RICHMOND, VA 23231-1517
4	UZO 1 INTERNATIONAL LTD	UZO IHENKO	345 BROADWAY STREET BUFFALO, NY 14204-1541
5	IPAK INC	KAREN PRIMAK	1599 ADMIRAL WILSON BLVD PENNSAUKEN, NJ 08109-3905
6	EBS SUPPLY, INC. EBS SUPPLY INC	GILBERT WEST	110 W C ST STE 809 SAN DIEGO, CA 92101-3906
7	3T FEDERAL SOLUTIONS LLC	SANDEEP YADAV	1201 WILLOW ST AUSTIN, TX 78702-4340
8	ALLNATIVE SOLUTIONS CORPORATION	RICH LAHM	818 ST. AUGUSTINES DRIVE WINNEBAGO, NE 68071-5167
9	POSTON & ASSOCIATES, LLC	LORRAINE STEPHINE POSTON	54 MORNINGSTAR DR BERNALILLO, NM 87004-7028
10	TATTERSALL SUPPLY, LLC TATTERSALL	JARED WISCHE	997 NW 31ST AVE POMPANO BEACH, FL 33069-1121
11	AMERICANA BUSINESS CONSULTANTS LLC AMERICANA WIRELESS	TOBIAS OGU	9888 BISSONNET STE 600 HOUSTON, TX 77036-8247
12	SAFEGUARD PRINTING & PROMOTIONAL PRODUCTS INC	LARRY STANCIL	715 PARK NORTH BLVD STE 120 CLARKSTON, GA 30021-1965
13	SIGNATURE SOUND & PRINTING MEDIA SOLUTIONS LLC SIGNATURE SOUND MEDIA SOLUTIONS	ORLANDES ABRAMS	2116 1/2 HWY 45 N COLUMBUS, MS 39705-0000
14	FORWARD MOTION GROUP HOLDINGS LLC	CAROLYN BOTERO	15600 NW 15TH AVE MIAMI, FL 33169-5604
15	POTAWATOMI DEFENSE OPERATIONS LLC	JACK STOCKTON	3215 W STATE ST STE 309C1 MILWAUKEE, WI 53208-3364
16	IPAK INC	KAREN PRIMAK	821 MEMORIAL AVE CAMDEN, NJ 08103-2710
17	GRAHAM ADVISORY NETWORK INC	CHRISTOPHER GRAHAM	5300 ATLANTIC AVE STE 106L RALEIGH, NC 27609-1123
18	SDVOSB MATERIALS TECHNOLOGY & SUPPLY LLC	HARRISON KENDALL	1801 PALMDALE CT FORT MYERS, FL 33916-2309

19	MARTIKARLI.COM LLC	KARLA MARTINSON	42905 OLD US HIGHWAY 93 RONAN, MT 59864-9248
20	MAKWA GLOBAL SERVICES, LLC	TERI TWIGG	700 GRAND AVE ONAMIA, MN 56359-4500
21	TAMASE FINANCIAL LLC	BRENT TAYLOR	4039 WILKENS AVE BALTIMORE, MD 21229-4722
22	POTAWATOMI DEFENSE OPERATIONS, LLC	JACK STOCKTON	101 W BENSON BLVD STE 303 ANCHORAGE, AK 99503-3937
23	UNLIMITED BUSINESS SOLUTIONS LLC	TONI HENDERSON-MAYERS	35 DANBURY DR SAINT PAULS, NC 28384-8272
24	SOLEL MEDIA COMPANY	DANNY ANDREW ASBERRY-EL	5034 RUSK STREET HOUSTON, TX 77023-1334

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	PREMIER REPROGRAPHICS INC	VICKIE BANKS	4701 EISENHOWER AVE # A ALEXANDRIA, VA 22304-4805
2	IQ SOLUTIONS, INC.	ILEANA QUINTAS	6116 EXECUTIVE BLVD SUITE 370 NORTH BETHESDA, MD 20852-4920
3	CYBERGEAR, INC.	DANETTE CARNAHAN	4711 E FALCON DR #202 MESA, AZ 85215-2508
4	INSIGHTS INCORPORATED ADVANTAGE PUBLICATIONS	KIRSTEN WILLIAMS	4 WARREN STREET MAYNARD, MA 01754-1337
5	ENRICHMENT BOOKSTORE & ART CENTER, INC. ENRICHMENT LEARNING CENTER	DIETRIS BARNES	2444 MILLER OAKS CIR DECATUR, GA 30035-4330
6	KIPPER TOOL COMPANY	ELIZABETH GARRISH	2375 MURPHY BLVD GAINESVILLE, GA 30504-6001
7	FRONTEND GRAPHICS, INC.	ELIZABETH MAUL	1951 OLD CUTHBERT RD STE 414 CHERRY HILL, NJ 08034-1439
8	IPAK INC	KAREN PRIMAK	1599 ADMIRAL WILSON BLVD PENNSAUKEN, NJ 08109-3905
9	HOT GRAPHICS PRINTING, INC.	MARTHA BLURTON	5241 ELMORE RD MEMPHIS, TN 38134-5606
10	BSE PERFORMANCE LLC	ROBIN SOBEY	22471 N 82ND AVE PEORIA, AZ 85383-2169
11	POSTON & ASSOCIATES, LLC	LORRAINE STEPHINE POSTON	54 MORNINGSTAR DR BERNALILLO, NM 87004-7028
12	BRENNEMAN PRINTING, INC.	JENNIFER HOSTETTER	103 ZOOKS MILL RD EPHRATA, PA 17522-9551
13	JENNIFER NELSON LLC	JENNIFER SARACEVIC	3322 SADDLESTONE CT OAKTON, VA 22124-1910
14	BRITT'S INDUSTRIES, INC	ELIZABETH BRITT	40 HUDSON ST STE 112 ANNAPOLIS, MD 21401-3158
15	STRATEGIC ALLIANCES GROUP, INC. STRATEGIC ALLIANCES GROUP INC	SHARON JACOBS	1118 OAK TREE DR HAVRE DE GRACE, MD 21078-2569
16	MDM MAC ENTERPRISES INC	DENISE MCINTYRE	319 ELMHURST DR WAXHAW, NC 28173-6058
17	FORWARD MOTION GROUP HOLDINGS LLC	CAROLYN BOTERO	15600 NW 15TH AVE MIAMI, FL 33169-5604
18	ALRAN BOOKS, LLC	ALISON WEBER	9 TOWNSEND RD HARRISVILLE, NH 03450-5118
19	BOOKS N THINGS WAREHOUSE INC	GABRIELA GIULIANI	57 APPLE ST TINTON FALLS, NJ 07724-2636
	PROFESSIONAL GRAPHICS PRINTING		9550 LYNN BUFF CT

20	COMPANY	KATHLEEN ELY	LAUREL, MD 20723-6324
21	CARD CARRIAGE	EMILY MAHUIKA	419 19TH ST APT A HUNTINGTON BEACH, CA 92648-3834
22	EMACK CONSULTING L.L.C.	JANET ADAMS	940 LONGREEN DR KERNERSVILLE, NC 27284-8170
23	RICH'S STITCHES, INC	CHRIS RICH	4013 MACARTHUR AVE RICHMOND, VA 23227-4050
24	IPAK INC	KAREN PRIMAK	821 MEMORIAL AVE CAMDEN, NJ 08103-2710
25	UNICO GOVERNMENT SOLUTIONS, LLC UNICO GOVERNMENT SOLUTIONS LLC	CARA JENKINS	847 REGENTS SQ OXON HILL, MD 20745-1188
26	ACACIA ENTERPRISES OHIO, LLC	CLAUDETTE WOMACK	163 MUMFORD DR YOUNGSTOWN, OH 44505-4831
27	F.W.T. ENTERPRISES II, INC. ALPHAGRAPHICS	HALEY HAAR	1717 OAK ST KANSAS CITY, MO 64108-1428
28	RED ORANGE NORTH AMERICA	JARINGO SCHMIDT	175 W MAIN ST LOVELL, WY 82431-1716
29	CULTURE TO COLOR LLC	MARESA HUDSON	1699 STONE RD DELAND, FL 32720-6910
30	SHERRY WHEATLEY SACINO INC YOUTH EMPOWERMENT ALLIANCE	SHERRY SACINO	801 3RD ST S SAINT PETERSBURG, FL 33701-4920
31	HYGGEMAIL LLC	PRAMITHA CHOWRIRA	251 W CENTRAL ST NATICK, MA 01760-3758
32	SKYAPPLE LLC ALLIED BINDERY	THOMAS MORAN	32501 DEQUINDRE RD MADISON HEIGHTS, MI 48071-1520
33	JAYDA LEARNING CENTER LLC	GLORY ONUMAH	2638 BALTIC DR FAIRFIELD, CA 94533-1414
34	BLACK SHEEP DESIGN, LLC	DANA DANIELSON	525 ORCHARD ROAD SOUTHERN PINES, NC 28387-6121
35	MARNIS COMPANY L.L.C.	JENNIFER YUKNIS	561 BLAZING STAR DR LAKE VILLA, IL 60046-9010
36	DDA DIRECT GROUP LLC RE-FOCUS THE CREATIVE OFFICE	ANGELA STEPHENS	4011 E WINDSONG ST SPRINGFIELD, MO 65809-3536
37	BIRTHRIGHT BOOKS LLC	MARLAYNA GLYNN	4 VISTA DEL OCASO RD RANCHOS DE TAOS, NM 87557-8757
38	TISH RABE BOOKS, LLC	PATRICIA RABE	516 NOANK RD. MYSTIC, CT 06355-2321
39	JUMPTIME PUBLISHING LLC	APRIL WILLIAMS	2300 OLD SPANISH TRL APT 2114 HOUSTON, TX 77054-2144
			5507 NIGHTHAWK WAY

40	MONALISA INVESTMENTS LLC	MELISSA KUDJOE	INDIANAPOLIS, IN 46254-4771
41	JAYDA LEARNING CENTER LLC	GLORY ONUMAH	2638 BALTIC DR FAIRFIELD, CA 94533-1414
42	PERFECT COPY & PRINT, INC. PERFECT COPY & PRINT INC	JANE BYERS	6541 44TH ST N STE 6002 PINELLAS PARK, FL 33781-5937
43	VNV MANAGEMENT L.L.C VNV MANAGEMENT LLC	ERIN FOLEY	11586 PIERSON RD STE L1 WELLINGTON, FL 33414-8768
44	JZ GLOBAL SOLUTIONS, LLC	ELIZABETH JAZOWSKI	7205 STERLING PONDS CT STERLING HEIGHTS, MI 48312-5813
45	STROBER CONSULTING LLC	STACEY HOWARD	260 PEACHTREE STREET NW, SUITE 2200 ATLANTA, GA 30303-1292

JM

Fri 9/15/2023 9:55 AM

Jessica Monreal

Notice of Opportunity

To Jessica Monreal

Bcc rjames@alutiiq.com; ben@chinookmed.com; cs@jupiter-llc.com; SALES@EXTREMETACTICAL.NET; erin@greenh2oenergy.com; psharma@eRecordsUsa.com; carolyn@fmgus.com; shabachservices@gmail.com; chad@grattonfabricating.com; jack.stockton@potawatomi-do.com; carajenkins@unicogov.com; patrick@printingandbranding.com; greg.kolean@potawatomibdc.com; jack.stockton@potawatomi-do.com; steven@smokesygnals.com; greg.kolean@potawatomibdc.com; contact@wosbprinting.com; carolyn@fmgus.com; JaNet@DebtSucksUniversity.com; chris@richsstitches.com; carajenkins@unicogov.com; acacia.enterprisesohio@gmail.com; Marlaynaglynn@gmail.com; jtp@jumptimepublishing.com; accts@pcpstpete.com; showard@stroberconsulting.com; ben@chinookmed.com; pmfsherman@gmail.com; LHURDLE@MILESAHEADDISTRIBUTION.COM; uzo1@uzo1.com; kprimak@ipak.com; ebs1@sbcglobal.net; sandeep.yadav@3Tfederal.com; rlahm@flatwatercompanies.com;

Dear Vendor,

The Interlocal Purchasing System (TIPS) is required under Federal regulations to notify SBA vendors of our procurement solicitations. You were registered on the United States Small Business Administration website under one or more of the following NAICS Codes, 336411 which include the topic of this Solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 230905 Civilian-Use Drone Goods and Services (Non-Military). You are invited to participate.

https://tips.ionwave.net/CurrentSourcingEvents.aspx

Please note that there is no specific project to award. TIPS utilizes IDIQ Contracts, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides an indefinite quantity of supplies or services during a fixed period of time or for the life of the awarded agreement. This solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS Member entity needs the goods or services offered under the agreement.

Thank you,

Jessica Monreal
Legal Assistant/Contract Support
The Interlocal Purchasing System- *TIPS*
Region VIII Education Service Center
4845 Highway 271 N., Pittsburg, TX 75686
Telephone: (866)839-8477
Direct Line: (903) 575-2704
www.tips-usa.com

Company Name	Contact Person	Mailing Address	City	State	Zip
RED EAGLE TX HOLDINGS LLC	James Stevens	5929 CLIPPER LN,	FORT WORTH	TX	76179-5
PARACHUTE RGV LLC	DEIDRA JOHNSON	3204 Harmony Ln,	Mission	TX	78574-5
GEOSPATIAL ENTERPRISE, INC.	PAMELA KANU	4803 PILGRIM HARBOR DR,SUITE 102 I	FRIENDSWOOD	TX	77546-2
THE PATHFINDER SOLUTIONS GROUP, LLC	David W Johnson	394 IRON HL,	NEW BRAUNFELS	TX	78132-3
TRIPLE O TECHNOLOGIES	Olu Olusanya	1325 E LOGAN ST,	ROUND ROCK	TX	78664-6
Firebrand Imagery LLC	Romon Lewis	3411 Hollywood Ave,3411 HOLLYWOOD AVE	Austin	TX	78722-2
PRECISION TRACKING SOLUTIONS, INC.	Vicki Brelsford	PO BOX 494351,	GARLAND	TX	75049-4
DALLAS AERIAL SURVEYS, INC.	Kim Johnson	4397 WESTGROVE DR,	ADDISON	TX	75001-3

Fri 9/15/2023 9:52 AM

JM

Jessica Monreal

HUB Notice of Opportunity

To Jessica Monreal

Bcc 'cmitchum@RedEagleTexas.onmicrosoft.com'; 'INFO@PARACHUTERGV.COM'; 'info@geospatialenterprise.com'; 'thepathfindersolutionsgroup@gmail.com'; 'olu.olusanya@tripleotechnologies.com'; 'romon.lewis@firebrandimageryllc.com'; 'vbrelsford@ptstracking.com'; 'sales@dasmaps.com'

Dear Vendor,

You were registered on the State of Texas CMBL website under one or more of the following NIGP codes, 035-96 which include the topic of the following solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 230905 Civilian-Use Drone Goods and Services (Non-Military). You are invited to participate.

https://tips.ionwave.net/CurrentSourcingEvents.aspx

Please note that there is no specific project to award. TIPS utilizes IDIQ Contracts, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides an indefinite quantity of supplies or services during a fixed period of time or for the life of the awarded agreement. This solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS Member entity needs the goods or services offered under the agreement.

Thank you,

Jessica Monreal
Legal Assistant/Contract Support
The Interlocal Purchasing System- *TIPS*
Region VIII Education Service Center
4845 Highway 271 N., Pittsburg, TX 75686
Telephone: (866)839-8477
Direct Line: (903) 575-2704
www.tips-usa.com

Mon 9/11/2023 10:52 AM

JM

Jessica Monreal

Notice of Opportunity September 2023

To 'ray@mbdadallas.com'; 'admin@mbdadallas.com'

Dear MBDA,

The Interlocal Purchasing System (TIPS) is required under Federal regulations to work with the MBDA in an effort to notify potential vendors of our procurement solicitations.

You are invited to notify and encourage the companies you assist to participate in these opportunities. TIPS present procurement solicitations are available at the following link:

https://www.tips-usa.com/rfp.cfm.

Thank you,

Jessica Monreal
Legal Assistant/Contract Support
The Interlocal Purchasing System- *TIPS*
Region VIII Education Service Center
4845 Highway 271 N., Pittsburg, TX 75686
Telephone: (866)839-8477
Direct Line: (903) 575-2704
www.tips-usa.com

TIPS SOLICITATION DOCUMENT

THE INTERLOCAL PURCHASING SYSTEM ("TIPS")

A department of TIPS Lead Agency:

TEXAS REGION 8 EDUCATION SERVICE CENTER ("Region 8 ESC")

TIPS RFP 230905 Civilian-Use Drone Goods and Services (Non-Military)

I. NOTICE TO PROPOSERS.

Contact Information:
TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

TIPS Solicitation:
TIPS RFP 230905 Civilian-Use Drone Goods and Services (Non-Military)
This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031. Regardless of potential informal or erroneous references to other solicitation terms such as: "solicitation", "bid", "request for competitive sealed proposal", "RCSP", etc., this solicitation is the method of procurement identified at this location.

Proposal Deadline:
All proposals shall be received electronically, or otherwise sealed, by: October 20, 2023, AT 3:00 P.M. LOCAL TIME

Access to Solicitation Documents:
Solicitation documents are located online at http://tips.ionwave.net. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided for assistance.

Piggybacking Notice:
This IDIQ Solicitation is intended for the use of public entities and qualifying non-profit entities who join TIPS, now and in the future, ("TIPS Members") to piggyback upon and utilize as their own solicitation for legal procurement purposes. TIPS Contracts are established through free, full and open competition as described by the laws of TIPS jurisdiction and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation.

TIPS Administration Fee:
TIPS collection of fees is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee for this contract shall be 2% of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes, if identifiable.

Incorporation of Solicitation:
If Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract.

TIPS Contract Jurisdictional Limitations:
Depending on different entities' and jurisdictions' laws and regulations, TIPS Member Customers may be prohibited from utilizing TIPS as a procurement method for any specific procurement or procurement-type. TIPS makes no representations about when a TIPS procurement will be appropriate for any particular expenditure. It is always up to the TIPS Member customer to determine whether a TIPS procurement is appropriate under their applicable laws and policies.

Vendor Questions & Pre-Bid Meeting Requests:
Substantive questions will be received until October 6, 2023, at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to bids@tips-usa.com with the subject line "230905 Drones– Vendor Question". Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or "Question & Answer" document.

Pre-Bid Meetings are not mandatory and, if requested, TIPS reserves the right to determine whether a Pre-Bid meeting shall be held. Pre-Bid Meetings may be requested by any proposer on or before September 21, 2023, by emailing bids@tips-usa.com with the subject line "230905 Drones – Pre-Bid Meeting Request".

Anticipated Schedule of Solicitation Events:
These anticipated dates are subject to change at TIPS' discretion. TIPS reserves the right to extend the proposal deadline for any reason.

Posting Date	September 7, 2023	8:00 A.M. Local Time
Proposal Deadline	October 20, 2023	3:00 P.M. Local Time
Proposal Opening	October 20, 2023	3:00 P.M. Local Time
Proposal Review Begins	October 20, 2023	3:01 P.M. Local Time
Proposals Award	November 16, 2023	8:30 A.M. Local Time
Award Notifications	November 16, 2023	12:00 P.M. Local Time

Estimated Contract Value:
The estimated value for the life of the contract for all awarded vendors combined is $7,000,000.00. This is an estimate and is not a guarantee of the minimum or maximum value of the contract because TIPS cannot speculate on TIPS Members' future needs or budget allocations as they relate to this solicitation.

II. TIPS

The Interlocal Purchasing System ("TIPS") is a department of Texas Region 8 Education Service Center, a government entity. TIPS, a governmental entity and a national purchasing cooperative operating under the Interlocal Cooperation Act[1], seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the legal public procurement solicitation process and awarding compliant contracts to qualified vendors. When permitted by TIPS Members' law and policy, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive legal competitive procurement process, the use of TIPS,

[1] See Texas Government Code, Chapter 791.

allows public entities to quickly select and purchase their preferred products or services from qualified, evaluated Vendors on an as-needed basis. TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations.

III. PROPOSAL GUIDANCE

1. TIPS strongly encourages all interested vendors to respond using the TIPS IonWave Electronic eBid System for proposal submission. The online submission has many safeguards built into the system that will notify proposers of mistakes or missing information. These safeguards will significantly minimize the potential for Vendor disqualification. If you encounter trouble with the TIPS IonWave eBid System, please contact TIPS.
2. If it is determined that Vendor cannot utilize the TIPS IonWave eBid System, Vendor must email bids@tips-usa.com seeking a manual submission packet which TIPS will send to you via US Mail or FedEx within two business days of receiving your request. All manual responses must be sealed in an envelope and must be physically received by TIPS at the TIPs Contact information provided herein and by the deadline provided herein.
3. If you are viewing this document, you have likely already logged into the TIPS IonWave eBid System. If not, you need to register/login to the TIPS IonWave eBid System online at https://tips.ionwave.net/ and follow these instructions.
4. Once logged in, confirm that your Supplier Profile properly lists your accurate entity-name, EIN, d/b/a's, and contact information, matching your current W9. If it does not, either correct it, or disable the inaccurate profile and create a correct profile before proceeding.
5. Next, confirm that all emails issued by the following domains can be received by your entity's email servers to ensure that you do not miss vital messages: "@tips-usa.com", @tipsconstruction.com", and "ionwave.net"
6. Once that review/update is complete, Vendor shall carefully read through all bid Event Details, Bid Notes, Attachments, Addenda, Instructions, and Attribute Questions before submitting questions to TIPS.
7. TIPS recommends starting Vendor's proposal response by answering the required "Attribute" questions within the IonWave eBid System. These responses are required and it is beneficial to start with the Attribute questions as some of the bid Attachments are only required depending on your responses to those questions.
8. Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct "Response Attachments" location all required Attachments.
9. Once Vendor has completed the Attribute Questions and uploaded all required Attachments, Vendor must submit the proposal before the legal Proposal Deadline. The system will notify you of errors and allow you to correct those errors where you would otherwise risk unintentional disqualification through paper submission.
10. Proposals may be retracted, amended, and resubmitted by the proposer on the electronic eBid System at any time prior to the legal deadline.
11. If an addendum is posted, you will receive an email notification and you are required to login to the IonWave eBid System to address the Addendum.
12. TIPS reserves the right to reject any or all proposals, to accept any proposals, and to waive any informality in the proposal process provided waiver is equally applied to all proposers and another proposer is not prejudiced by the waiver.
13. If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS in writing.
15. If a Vendor desires to protest a process or decision by TIPS, the Vendor must follow the following process: http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Proposal Format

All responses should be direct, concise, complete, and unambiguous.

1. Attribute Questions.
Vendor must respond carefully and accurately to all "Attributes" within the IonWave eBid System.

2. Completion of Attachments.

Pricing Form 1
Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, uploaded to the "Response Attachments" section requesting Pricing Form 1.

Pricing Form 2
Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, and uploaded to the "Response Attachments" section requesting Pricing Form 2.

Alternate or Supplemental Pricing Documents
Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement
The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form
The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement Signature Form. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form
The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Reference Form. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form
The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Required Confidentiality Claim Form. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire – Form CIQ
Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Conflict of Interest Questionnaire – Form CIQ.

Disclosure of Lobbying Activities – Standard Form - LLL
Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Disclosure of Lobbying Activities – Standard Form – LLL.

Current Form W-9
Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Certificates & Licenses (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)
Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)
Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Supplemental Vendor Information (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)
Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at the "Response Attachments" section requesting "Vendor Logo (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

IV. SPECIFICATIONS

Category: Civilian-Use Drone Goods and Services (Non-Military)

Nothing herein is seeking services that are considered a public work/construction. This is a solicitation for goods and non-"public work" services only. Nothing herein is seeking military-grade: weapons, drones, unmanned aircraft vehicle systems (UAVS), remotely piloted aircrafts (RPA), or unmanned aircrafts (UA). This is seeking civilian-use drone and drone services as described herein. To the extent that a drone or drone service is legally commercially available for public and military use, it may be proposed for public, non-military approved uses only.

Specifications.
It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply civilian use drones, unmanned aircraft vehicle systems (UAVS), remotely piloted aircrafts (RPA), or unmanned aircrafts (UA) and related services to public entity and qualifying non-profit TIPS Members in the United States. Proposals shall include, but not be limited to: supplying drones, drone parts, drone repairs, drone photography and videography, drone training, drone surveillance, drone rentals, and other goods and services related to civilian-use drones. To the extent that any drone good or service offered hereunder requires specific state, federal, or local licensing, notices, or certifications, including but not limited to a Remote Pilot Certificate from the Federal Aviation Administration, fulfillment and proof of such licensing, notice, or certification must be presented to the potential customer prior to the TIPS sale. Proposals should include all listings of civilian-use drones and drone services that Vendor is legally qualified to offer under the contract. Do not propose offerings that are not considered civilian use drones and drone services. Goods and services to support drones should be submitted.

V. VENDOR PRICING SUBMISSION

Pricing.
Please carefully read all of the following before submitting any pricing questions. All goods and service pricing shall be firm and calculable at the time of any TIPS Sale and must conform and comply with the Vendor's original pricing model as proposed in response to this solicitation. "To-Be-Determined" pricing is prohibited.

Submission of Goods/Items Pricing

TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the "Discount-Off Catalog" option being much more optimal, usable, and preferred to the "Cost-Plus Markup Option." With either or both options, Vendor is able to update their pricing and add/remove items during the life of the contract. It is Vendor's responsibility

to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this solicitation category. Please carefully read the description of both goods/items pricing options directly below:

- **Discount-Off Catalog Method**
  This goods/items pricing proposal method is highly preferred over the "Cost-Plus Markup Method" because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases. Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Please note that Vendor's "Minimum Percentage Discount Offered" proposed in the attribute questions shall apply to goods proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal such as a specific item-type with a limited profit margin. Any discount from 0% to 100% is an appropriate response. A 0% discount is permitted. Then, under this pricing proposal method, Vendor is permitted to provide its "Catalog Pricing" to TIPS in a number of ways, described below. Please carefully read the following definition of "Catalog Pricing" which is broad and flexible to the usability benefit of the Vendor.

  "**Catalog Pricing**" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

  A. is regularly maintained by the manufacturer or Vendor of an item; and

  B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

  C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

  Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

  Options for Providing Goods/Items "Catalog Pricing" to TIPS:

  1. **Section "A" of Pricing Form 1 – Providing "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the goods/items that you sell by line-item, you are welcome to do so in Section "A" of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item's name and "catalog price." Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.

  2. **Section "B" of Pricing Form 1 – (1) Catalog Pricing is Included in Proposal:** If Vendor already has "Catalog Pricing" documents or files compiled, Vendor may check this box and include a note directing TIPS to please view those documents/files. (Ex. X – Please see "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Catalog.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.

  3. **Section "B" of Pricing Form 1 – (2) Link to Catalog Pricing:** If Vendor already has "Catalog Pricing" published at an online location, Vendor may check this box and include the link to their online "Catalog Pricing." If a login is required to access the "Catalog Pricing" located at that link, please provide that login information in the cell to the right. (Ex. X – Please see "Catalog Pricing" at www.tips-usa.com, login information is Username: TIPS Password: 123456.) Please note that if you are awarded with this type of pricing submission, you will be able to update the online pricing and add/remove items as long as you honor any applicable discounts originally proposed.

  4. **Section "B" of Pricing Form 1 – (3) Vendor Shall Provide "Catalog Pricing" Upon Request:** If Vendor does not have comprehensive "Catalog Pricing" documents or links readily available, Vendor may check this box ensuring that such required "Catalog Pricing" will be provided upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of "Catalog Pricing" for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current pricing for each item but you will still be required to honor any applicable discounts originally proposed.

- **Cost-Plus Markup Method**

This goods/items pricing proposal method is not recommended because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. Vendor cannot be listed as federally compliant for TIPS purposes if Vendor utilizes this method. If Vendor has read through the entirety of the "Discount-Off Catalog Method" description above and has determined that none of those options are a possibility, then Vendor may use this method which will require Vendor to propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of each TIPS Sale.

Options for Selecting Cost-Plus Markup Method:

1. **Section "C" of Pricing Form 1:** If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided in Section "C" of Pricing Form 1. Please note that this is a maximum percentage and you may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of Vendor's cost for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current cost for each item but you will not be permitted to sell it to TIPS Members for a greater markup than what Vendor provides herein.

Submission of Service Pricing

Please note that Vendor's "Minimum Percentage Discount Offered" proposed in the attribute questions shall apply to services proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal such as vendor travel passed through at actual cost or GSA allowable rates. If Vendor does not seek to offer services under this contract, Vendor may type "N/A" on Pricing Form 2 and submit. If Vendor desires to offer services under this TIPS Contract, if awarded, the "Catalog Pricing" for those services must be included, or properly added, to Vendor's TIPS "catalog pricing" proposed herein. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). TIPS now restates the definition of "Catalog Pricing" below for convenience:

"**Catalog Pricing**" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

D. is regularly maintained by the manufacturer or Vendor of an item; and

E. is either published or otherwise available for review by TIPS or a customer during the purchase process;

F. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Services "Catalog Pricing" to TIPS:

1. **Pricing Form 2 – Providing Service "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so in Pricing Form 2. You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and the "catalog price" of the service. Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed.

2. **Service Catalog Pricing is Included in Proposal:** If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those documents/links/files. (Ex. X – Please see "Service "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Service Pricing.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

Additional Pricing Terms

1. **Maintaining and Updating TIPS Pricing During Contract.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor may update their pricing during the life of the contract by highlighting the pricing changes and emailing pricing updates to bids@tips-usa.com for TIPS consideration/approval. Through this process, Vendor may: (1) add or remove items; (2) add or remove manufacturer/brands, and; (3) increase or decrease item pricing, as long as "catalog pricing" (or "cost" in very limited circumstances as described herein) is provided to TIPS upon request and Vendor honors all applicable discounts originally proposed. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion.

2. **Brands.** If a name brand is included in this solicitation, proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similar use which are substantively equivalent will be considered.

3. **TIPS Fee Considered.** Vendor confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in a TIPS Sale.

4. **Vendor's Self-Imposed Pricing Limitations.** Within Vendor's TIPS Pricing, Vendor may include express, written limitations on geographical regions, volume of order, expediency, etc., for TIPS consideration and approval, as long as Vendor honors their applicable TIPS Pricing, proposed discounts, the terms and conditions of this Contract, and the terms and conditions of any Supplemental Agreement entered into directly with the customer TIPS Member. (Example: If Vendor sells nationally but a specific product can only be sold in Texas. Or, if Vendor can offer Members a greater discount if they purchase 50 items or more in one purchase, etc.)

5. **Shipping Cost, Bond Cost, and Taxes.** TIPS fees are not assessed to Vendors for shipping cost, required bond cost, or any taxes that may be applicable as long as they can be identified as separate line-items. For that reason, TIPS encourages Vendors not to include shipping price, bond price, or taxes within the TIPS "catalog pricing" for an item. If it is included in the TIPS price, TIPS will have no way to differentiate and the TIPS Administration fee will be assessed on the total.

VI. PROPOSAL SCORING AND EVALUATION

TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations. TIPS reserves the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. TIPS reserves the right to award multiple vendors for each solicitation.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price**: **(22) Points.** Vendor shall submit, pursuant to the instructions included herein, specific pricing, discounts, and other pricing terms and incentives which make up Vendor's "TIPS Pricing." Points will be assigned based on the specific pricing as it relates to the current market, the discounts, and the other pricing terms and incentives proposed by Vendor.
2. **Reputation of Vendor and Vendor's Offerings: (3) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding Vendor's reputation.
3. **Quality of Vendor's Offerings: (21.5) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding the quality of Vendor's goods.

4. **Total Long-Term Cost to TIPS/TIPS Members to Acquire the Vendor's Offerings: (10) Points.** Points will be assigned based on Vendor's response to the Attribute entitled, "Honoring Vendor's Minimum Discount Percentage." If Vendor responds, "Yes", agreeing to honor their proposed TIPS Minimum Percentage Discount for the duration of the contract, Vendor will be awarded the maximum 10 points. A "No" response refusing to honor that proposed discount will be awarded 0 points.
5. **Extent to Which the Offerings Meet the Needs: (21.5) Points.** Points will be assigned based on whether the offerings proposed by Vendor fall within the scope of and meet the TIPS Member needs described in this solicitation.
6. **Vendor's Past Relationship: (10) Points.** Points will be assigned based on Vendor's past relationship with TIPS as an awarded TIPS Vendor. No past relationship with TIPS as an awarded TIPS Vendor will score 5 points, a poor past relationship with TIPS as an awarded TIPS Vendor will score 0-4 points, and a good past relationship with TIPS as TIPS Awarded Vendor will score 6-10 points.
7. **Impact on the Ability of TIPS Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses ("HUB's"): (2) Points.** Points are assigned if, where applicable herein, Vendor agrees that if they anticipate subcontracting under this award, they will abide by the required affirmative steps provided in 2 CFR 200. Please see the corresponding Attribute Questions regarding, "Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms." A response that Vendor does anticipate subcontracting but does not agree to the federal subcontracting practices will give Vendor 0 points for this category and deem Vendor unacceptable to receive federal funds under this contract, any other responses accurate responses will give Vendor 2 points for this category.
8. **Experience: (10) Points.** Points will be assigned based on the number of years proposing Vendor has been operating the proposing business in this capacity as presented in response to the corresponding attribute question seeking the same. <2 years will receive 1 point, 2-3 years will receive 5 points, 4-5 years will receive 8 points, and > 5 years will receive 10 points.
9. **Residency: 0 Points.** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state; or B. employs at least 500 persons in this state. Vendor's response to the corresponding attribute question will be considered, as required by law, but no points shall be assigned because federal funds may be utilized by TIPS Members, and residency is a prohibited criterion under federal regulation.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

VII. TERMS & CONDITIONS

1. **Incorporation of Solicitation.** As previously stated, if Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract. In the event of conflict between the terms herein and the final Vendor Agreement, the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

2. **Deviations.** If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.

3. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

   Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

   Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

4. **Termination.** If awarded, TIPS reserves the right to terminate the resulting agreement for cause or no cause for convenience with a thirty (30) days prior written notice. This Agreement may be terminated for cause by either party if the other party breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein ,provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination. Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

5. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

6. **Initiation of TIPS Sales.** If awarded, when a public entity initiates a purchase with Vendor under this resulting contract, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

7. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the

purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement document and those contained in any attachment, the provisions set forth herein shall control unless otherwise agreed to by the Parties in writing.

8. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale. Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as required by the TIPS Contract.

9. **Right of Refusal.** If awarded, Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published herein. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member

Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

13. **Conflicts of Interest.** Vendor confirms that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, its proposal has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it will/has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation.

14. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

15. **Exclusivity.** Any award under this solicitation is non-exclusive and TIPS reserves the right to award multiple vendors or not award any vendors. TIPS reserves the right to re-issue a solicitation or solicit the same or similar solicitation categories for additional similar awards at any time at TIPS sole discretion.

16. **Best and Final Offer.** Vendor's proposal shall be their best and final offer although deviations may be addressed and Vendor's TIPS Pricing may be updated as provided for herein.

17. **LIMITATION OF LIABILITY – Waiver.** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

File #: BR-2026-113 Agenda Item #: 6e.

Submitted By: Amy Johnson

Presentation By: Clint Welborn

Department: Fire and Emergency Services

FORMAL TITLE:
Budget Resolution 2026-113 to amend the Fiscal Year 2025-26 budget to accept and appropriate funds from the Florida Department of Law Enforcement for the purchase of two drones in the amount of $49,877

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Ocala Fire Rescue applied for and was awarded a grant from the Florida Department of Law Enforcement to purchase drones. These new drones will be utilized for everyday responses, special events, fire investigations/inspections, and in joint operations with local law enforcement agencies.

FINDINGS AND CONCLUSIONS:
Ocala Fire Rescue was awarded a grant of $49,877 from the Florida Department of Law Enforcement for the purchase of two Skydio X10 drones. Staff recommends approval.

FISCAL IMPACT:
The Florida Department of Law Enforcement will reimburse $49,877 to account 001-334-000-000-09-33122. Grant expenses will be appropriated from account 001-050-948-522-66-64010. No matching funds are required for this grant.

PROCUREMENT REVIEW:
These goods were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

-

BUDGET RESOLUTION 2026-113

A RESOLUTION AMENDING THE FISCAL YEAR 2025-26 BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE PURCHASE OF TWO DRONES IN THE AMOUNT OF $49,877

WHEREAS, the Department of Law Enforcement has awarded grant funds in the amount of $49,877 for the purchase of two drones; and

WHEREAS, the grant to purchase two drones will help Ocala Fire Rescue's first responders in search and rescue efforts and other emergencies within the City;

WHEREAS, the grant funding will be reimbursed from the Florida Department of Law Enforcement in the amount of $49,877, with no matching funds required from the City.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2025-26 budget be amended as outlined below to accept and appropriate $49,877 in grant funding from the Florida Department of Law Enforcement.

SOURCE:

001-334-000-000-09-33122	FDLE-OPD Drone	$49,877

USE:

001-050-948-522-66-64010	Machinery & Equipment $5000+	$49,877

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

TIPS VENDOR AGREEMENT

TIPS RFP TIPS 230905 Civilian-Use Drone Goods and Services (Non-Military)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Skydio, Inc.

_____

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$2,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to

utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS RFP

230905 Civilian-Use Drone Goods and Services (Non-Military)

Vendor Name: Skydio,Inc.

Vendor Address: 3000 Clearview Way, Bldg E

City: San Mateo, CA State: CA Zip Code: 94402

Vendor Authorized Signatory Name: Tom McLaughlin

Vendor Authorized Signatory Title: VP, Accounting and Finance

Vendor Authorized Signatory Phone: 855-463-5902

Vendor Authorized Signatory Email: tom.mclaughlin@skydio.com

Vendor Authorized Signature: Tom McLaughlin Date: 4/16/2024

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 4/16/2024

230905
Skydio, Inc.
Supplier Response

Event Information

Number: 230905
Title: Civilian-Use Drone Goods and Services (Non-Military)
Type: Request for Proposal
Issue Date: 9/7/2023
Deadline: 10/20/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This solicitation is **NOT seeking military-grade**: weapons, drones, unmanned aircraft vehicle systems (UAVS), remotely piloted aircrafts (RPA), or unmanned aircrafts (UA). This is seeking civilian-use drone and drone services as described herein. To the extent that a drone or drone service is legally commercially available for public and military use, it may be proposed for public, non-military approved uses only.

Contact Information

Address: Region 8 Education Service Center

4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Skydio, Inc. Information

Address: 3000 Clearview Way, Bldg E
San Maeo, CA 94402
Phone: (855) 463-5902
Web Address: skydio.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Scott Minkoff
Signature

sled.vendor@skydio.com
Email

Submitted at 10/20/2023 12:11:14 PM (CT)

Requested Attachments

Vendor Agreement

230905 Vendor Agreement - SKYDIO, INC.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

230905 Vendor Agreement Signature Form - SKYDIO, INC.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

230905 Pricing Form 1 - SKYDIO, INC.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

230905 Pricing Form 2 - SKYDIO, INC.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Reference Form

230905 Reference Form - SKYDIO, INC.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230905 Required Confidentiality Claim Form - SKYDIO, INC.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Current Form W-9

W9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

Skydio Drone and Accessory Price Catalog - X10 Update 9-23.pdf

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Skydio 2023 EULA Requirements.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Skydio proudly designs, engineers, manufactures, and supports a full suite of products including multiple fully autonomous drone solutions. Skydio products are made with top-tier American craftsmanship at every turn. Skydio products are to not only be easy to use but to also elevate the global bar for intelligent flight while setting a new standard for pilot safety. Skydio is proud to provide 100% US-based customer support for all customers. Skydio has a strategic presence throughout the country allowing for fast implementation with delivery times that should exceed requirements. Skydio works in partnership with several Federal Government agencies, State and local law enforcement, public safety, first responders, and other civil servant agencies to develop and provide industry leading UAS capabilities. In addition, Skydio is a member of the federally approved drone program known as Blue sUAS cohort. Skydio is proud to be the leading U.S. drone manufacturer providing NDAA-approved drones. With a solid reputation as an industry leader in autonomous drones, our customers have become partners in a shared vision to make the world a safer place.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Scott Minkoff

7 Primary Contact Title

Primary Contact Title

Capture Manager

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

scott.minkoff@skydio.com

9	**Primary Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 8554635902
10	**Primary Contact Fax** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*
11	**Primary Contact Mobile** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*
12	**Secondary Contact Name** Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. John Santry
13	**Secondary Contact Title** Secondary Contact Title VP of SLED
14	**Secondary Contact Email** Please enter a valid email address that will definitely reach the Secondary Contact. sled.vendor@skydio.com
15	**Secondary Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 8554635902
16	**Secondary Contact Fax** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*
17	**Secondary Contact Mobile** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

AR

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

ar@skydio.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8554635902

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

AR

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

ar@skydio.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8554635902

24 **Company Website**

Company Website (Format - www.company.com)

www.skydio.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

3000 Clearview Way, Bldg E

27 **Primary Address City**

Primary Address City

San Mateo

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

CA

29 **Primary Address Zip**

Primary Address Zip

94402

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

drone, unmanned drone, autonomous, skydio, US-made

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

San Mateo

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

CA

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

9

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes, Vendor agrees

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

50

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes, Vendor certifies
55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes, Vendor certifies

56 **Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

57 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

66	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

77

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

85

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

86

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

87

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. YES

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes, Vendor certifies
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230905 Civilian-Use Drone Goods and Services (Non-Military)	Skydio, Inc

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Na	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Alabama Department of Transportation (DoT)	Jonathon Woodham	woodhamj@dot.state.al.us	(334) 353-6554
California Department of Transportation (Caltrans)	Aaron Chamberlin	aaron.chamberlin@dot.ca.gov	(916) 789 6028
Ohio Department of Transportation (DoT)	David Gallagher	david.gallagher@dot.ohio.gov	(937) 497-6767

TIPS CONTRACT 230905

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Skydio, Inc.

Vendor Authorized Signatory Name: John Santry

Vendor Authorized Signatory Title: VP of Sales, SLED

Vendor Authorized Signatory Email: sled.vendor@skydio.com

Vendor Address: 3000 Clearview Way, Bldg E

City: San Mateo State: CA Zip Code: 94402

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: John Santry

Docusign Envelope ID: A959B9DE-4673-4CEE-85C1-2B737E85A761

Award #: 3X257
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Ocala Fire Rescue

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

Docusign Envelope ID: A959B9DE-4673-4CEE-85C1-2B737E85A761

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

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provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager: (please print)
Name: Pat Feagle
Title: Battalion Chief of EM
Phone: 352-572-0389
Email: Pfeagle@ocalafl.gov

Chief Official (please print)
Name: Clint Welborn
Title: Fire Chief
Phone: 352-629-8306
Email: Cwelborn@ocalafl.gov

Financial Contact: (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Alternate Point-of- Contact (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Recipient's Vendor ID (FEID/EIN): 59-60000392

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Ocala (Ocala Fire Rescue)
Address 1: 3001 NE 21 St
Address 2:
City, State, Zip: Ocala, Florida 34471

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Award #: 3X257
CSFA: 71.092

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: 10/13/25

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Ocala Fire Rescue

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 10/10/25

Printed Name and Title: Clint Welborn, Fire Chief

*** If using a designee, sign the Chief Official Designee section below***

Recipient Chief Official Designee

DocuSigned by:
Signature: Peter Lee
5BB28E162F2E4C2...
Date: 10/21/2025

Printed Name and Title: Peter Lee City Manager

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signed by:
Signature: William E. Sexton, Esq.
4A55AB8A8ED04F3...
Date: 10/20/2025

Printed Name and Title: William E. Sexton, Esq. City Attorney

Signature: _____ Date: _____

Printed Name and Title: _____

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Award #: 3X257
CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient: Ocala Fire Rescue **County:** Marion

1. Recipient Type (select all that apply):

   - [x] New Recipient (no funds received under this program)
   - [ ] Located in a fiscally constrained county
   - [ ] None of the above

2. How many drone pilots do you currently have on staff? 2

3. How many additional pilots are you seeking to train/certify? 2

4. How many compliant drones do you currently have in your fleet? 2

5. How many additional drones are you seeking with these funds? 2

   Based on your request, you are seeking an award amount of $ 50,000.00
   (max reimbursement of $25,000 per drone)

Provide any additional information we should consider when reviewing this request.

Ocala Fire Rescue is requesting the acquisition of two new drones to enhance our emregency response capabilities. These new assets will be integrated into our operations for every day response, special events, fire investigations/inspections, joint operations with our local law enforcement agencies and managing complex high-hazard incidents (IE: commercial structure fires, large-scale incidents, and Hazardous Materials response.) The drones are a critical tool for protecting our community and our first responders by providing essential information before they are placed in harm's way. The two drones we currently possess-generously donated by Florida Highway Patrol-are rapidly becoming unusable as the manufacturer has discontinued the model. In the short time we've had them, they have proven invaluable.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: Clint Welborn Digitally signed by Clint Welborn Date: 2025.10.10 09:07:11 -04'00' **Date:** 10/10/25

Name/Title: Clint Welborn/Fire Chief

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase 2 drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of: $ 50,000.00

Authorized Official

Date 10/13/25

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Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

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Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

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Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

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be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

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Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

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Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

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Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

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submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Certificate Of Completion

Envelope Id: A959B9DE-4673-4CEE-85C1-2B737E85A761
Status: Completed
Subject: SIGNATURE - FDLE Drone Replacement Financial Assistance Agreement (OFR/260081)
Source Envelope:
Document Pages: 13
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/17/2025 2:11:49 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

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Pool: StateLocal

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Pool: City of Ocala - Procurement & Contracting
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Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 2:13:18 PM Viewed: 10/20/2025 3:18:14 PM Signed: 10/20/2025 3:24:03 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 2a09:bac2:8dae:10f::1b:279 Signed using mobile	Sent: 10/20/2025 3:24:05 PM Viewed: 10/21/2025 7:03:39 AM Signed: 10/21/2025 7:03:59 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 2:13:18 PM
Certified Delivered	Security Checked	10/21/2025 7:03:39 AM
Signing Complete	Security Checked	10/21/2025 7:03:59 AM
Completed	Security Checked	10/21/2025 7:03:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Skydio, Inc.
3000 Clearview Way
San Mateo, CA 94402
United States
(855) 463-5902
orderadmin@skydio.com

Quote

Quote Form #: Q-44329
Created Date: 10/17/2025
Expiration Date: 11/16/2025
Prepared By: Geoff Bulpitt
Prepared By Email: geoff.bulpitt@skydio.com

FOR PRICING / BUDGETARY PURPOSES ONLY

CUSTOMER: Ocala Fire Rescue (FL)

A La Carte

Hardware + Perpetual Software

Product Code	Product Name	QTY	Term (Months)	List Unit Price	Net Unit Price	Total (USD)
DR4ERKT2IZG0000NA	Skydio X10 Ready Kit (2.4/5 GHz, 5G/LTE Ready: SIM Card Included, IR) NA + VT300-Z	2.00		$16,846.00	$16,509.08	$33,018.16
DR4ATTSWNAIR	Skydio NightSense with IR Attachment for X10	2.00		$2,800.00	$2,772.00	$5,544.00
DR4ATTSPTL	Skydio Spotlight for X10	2.00		$265.00	$265.00	$530.00
					Hardware + Perpetual Software Subtotal:	$39,092.16

Services

Product Code	Product Name	QTY	Term (Months)	List Unit Price	Net Unit Price	Total (USD)
CEDR45G300Z3YRNA	Skydio Care for X10 with Cellular 5G + VT300-Z, 3-year	2.00		$5,249.00	$5,196.51	$10,393.02
					Services Subtotal:	$10,393.02

Cloud Based Software

Product Code	Product Name	QTY	Term (Months)	List Unit Price	Net Unit Price	Total (USD)
SWFMDR4	Skydio Fleet Manager for X10	2.00	12	$120.00	$120.00	$240.00
					Cloud Based Software Subtotal:	$240.00

Totals

Total Fees	$50,560.00
Discount	$834.82
Total After Discount	$49,725.18
Estimated Shipping	$150.98
Grand Total	$49,876.16

Special Terms

Customer acknowledges and agrees that any SaaS Services provided under this Order Form will be hosted in the United States.

Skydio V200 and VT300 gimbals are export controlled items, with export control classification number (ECCN) 6A003.b.4.b. Where an export license is required, delivery of any export controlled item is contingent upon Skydio being granted an export control license for the sale from the U.S. Department of Commerce. If Skydio delivers an export-controlled item to a customer in the U.S. and that customer seeks to export or otherwise divert the item

outside the U.S., it is the customer's responsibility to apply for any required license(s) from the U.S. government. Diversion contrary to U.S. law is prohibited.

Certain items in this order may be subject to certification requirement(s) under United States federal and/or state law. Skydio's delivery of any such item within the United States is contingent upon completion of applicable US-based certification processes. Skydio shall bear sole responsibility for, and will provide a full refund to Customer for any items for which Skydio is unable to obtain applicable US-based certification. The foregoing is inapplicable to items purchased for export from the United States.

With respect to any geographic location into which Customer will import the Products or Services, Customer represents and warrants that it has all necessary licenses, waivers, or other regulatory approvals necessary in order to import and operate the Products and Services. Customer is solely responsible for any costs, fees, penalties, judgments or other liabilities arising from Customer's import, export, transfer or operation of the Products or Services outside the Authorized Territory.

Terms and Conditions

Skydio's sale of the products and services in this quote will be subject to TIPS Contract #230905 "Civilian-Use Drone Goods and Services (Non-Military)" (which includes Skydio's terms and conditions). Skydio will not accept a purchase order resulting from this quote unless the purchase order references this quote directly by number and states that TIPS Contract #230905 shall govern such purchase order.

Exhibit A: Product Descriptions and Definitions

Product Name	Description
Skydio X10 Ready Kit (2.4/5 GHz, 5G/ LTE Ready: SIM Card Included, IR) NA + VT300-Z	Kit includes one (1) Skydio X10 Vehicle with Sensor Package (2.4/5 GHz, 5G/LTE Ready, IR) NA + VT300-Z, one (1) Enterprise Controller, one (1) Ready Case, two (2) wall adapters, one (1) set additional propellers, two (2) 256 GB micro SD cards, three (3) batteries, and one (1) dual charger. Includes one (1) license to Skydio Autonomy Drone Software that allows the drone to see, understand, and act upon the world. License is perpetual and non-transferable. Data sold separately.
Skydio Care for X10 with Cellular 5G + VT300-Z, 3-year	Skydio Care for X10 with Cellular 5G + VT300-Z, 3-year includes bundled Care for the Skydio X10 with Cellular 5G and the VT300-Z Sensor Package. Skydio Care for X10 with Cellular 5G (3yr plan) includes: (a) three (3) Damage Replacement with advance shipment and up to one (1) Lost Drone Replacement with advance shipment. Skydio Care for VT300-Z (3yr plan) includes: (a) three (3) Damage Replacement with advance shipment and up to one (1) Lost Sensor Package Replacement with advance shipment. In either event, Customer will be charged the full cost of the replacement sensor package if Skydio fails to receive payment of associated replacement fees (covered in T&C) within thirty (30) days of the shipment.
Skydio Fleet Manager for X10	One (1) subscription to Skydio Fleet Manager for X10 includes access to Skydio Fleet Manager for tracking fleet usage. Includes live streaming of video to a single user. Includes one (1) subscription to Skydio Model Viewer, which allows the user of Fleet Manager to view 3D models from the browser.
Skydio NightSense with IR Attachment for X10	Skydio NightSense for X10 includes access to advanced autonomy functionality in no and low light situations. Includes one (1) perpetual license and one (1) infrared light spectrum active illumination attachment that can be carried by Skydio X10.
Skydio Spotlight for X10	One (1) spotlight attachment that can be carried by the Skydio X10.

File #: 2026-0186 Agenda Item #: 6f.

Submitted By: Richard Dennis

Presentation By: William E Sexton

Department: Human Resources and Risk Management

FORMAL TITLE:
Workers' compensation settlement in the matter of Patricia Mraz versus the City of Ocala, Florida, with a proposed settlement amount of $96,250

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Claimant was a police officer for the City of Ocala. Her date of hire was March 11, 1996. She retired from the City of Ocala on July 31, 2025. She is currently 59 years old.

The Claimant has two dates of injury: December 21, 2015, and February 13, 2018. The City has asserted the statute of limitations against the 2015 date of the accident. The date of the accident, February 13, 2018, remains compensable.

As to the February 13, 2018, accident, the Claimant slipped on a wet metal ramp, striking both knees, but predominantly her right knee.

Following the Claimant's 2018 injury, she was initially treated at the City's employee health center, CareHere, and an MRI was completed. The MRI took place on February 28, 2018, which indicated as follows:

- ACL graft appears intact
- Horizontal cleavage tear involving the posterior horn of the medial meniscus
- Dating of the findings is indeterminate based on the examination

Claimant was eventually referred to Dr. Burkhart, who noted the Claimant had arthritic changes in her right knee, which he stated were almost certainly the cause of her persistent and continued symptoms. Dr. Burkhart placed the Claimant at MMI as of July 1, 2020, with an impairment rating of 5 percent. He also released the Claimant to return to work on full duty without restrictions. He suggested that the Claimant consider anti-inflammatory medications, as well as a knee brace, to help with her stability and compression. The doctor noted

that further treatment would focus on the arthritic changes in the knee.

The Claimant returned to Dr. Burkhart on August 19, 2020. The doctor noted the Claimant's osteoarthritic changes in the right knee, and based on his review of her prior records, these changes were related to her initial and subsequent work injuries. The doctor noted her current symptoms were 100 percent related to arthritic changes, and these arthritic changes were more likely than not related to her multiple prior surgical interventions to the right knee, which were all work-related.

The doctor recommended a steroid injection, which was performed. Additionally, he recommended that she continue taking anti-inflammatory medications and that the Claimant could continue working full duty without restrictions

The Claimant continued periodic visits on a palliative basis with Dr. Burkhart in 2021, 2022, 2023, and 2024, including undergoing viscosupplementation and injections for her right knee osteoarthritis, post-traumatic.

On June 18, 2025, Dr. Burkhart recommended that, as the Claimant had failed conservative treatment management, she undergo total replacement surgery. Dr. Burkhart indicated that the causal relationship of the need for the Claimant's knee replacement surgery was 100 percent related to the subject workplace accident.

The approximate cost for total knee replacement surgery is $73,670, and there is the likelihood that, due to the Claimant's age, she would need another surgery, and possibly a third if there are complications. Additionally, post-surgery, there remains the possibility of referral to pain management, which can also become costly.

As a result, given the estimated claim value, which exceeds the claimant's initial demand of $187,500, we are requesting approval to settle for $96,150, plus $100 for a general release, for a total of $96,250.

FINDINGS AND CONCLUSIONS:
City staff finds and determines that the settlement of this matter for the sum of $96,250:

- Represents a reasonable, cost-effective settlement of the pending litigation while avoiding additional costs of litigation and the risk of an adverse judgment at trial;
- Does not result in a significant impact on the finances of the City of Ocala, Florida; and
- Is in the best interest of the City of Ocala, Florida, and its citizens.
- Staff recommends approval.

FISCAL IMPACT:
As this is an accepted claim, it appears unlikely that the self-insured retention would be reached. The $96,250 all-inclusive settlement would be paid out from the City's self-insurance fund.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The settlement resolution has been reviewed and is recommended by Bettina Carrier, the City's Workers' Compensation Attorney and City Attorney William E Sexton.

ALTERNATIVE:

The City would continue to pay benefits under the 2018 date of accident, which could far exceed the cost of the proposed settlement.

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS
DISTRICT "Gainesville"

CASE NO: 25-016582WRH D/A: 02/13/2018
CASE NO: 25-015904WRH D/A: 12/21/2015

EMPLOYEE: Patricia Mraz

EMPLOYER: City of Ocala

CARRIER: PMA Companies

ATTORNEY FOR CLAIMANT:
Jason L. Fox, Esquire
13031 W. Linebaugh Ave., Ste. 102
Tampa, Florida 33626

ATTORNEY FOR EMPLOYER/CARRIER:
Bettina N. Carrier, Esquire
3308 Cleveland Heights Blvd.
Lakeland, Florida 33803

MEDIATION REPORT

1. A mediation conference was conducted by Evie Jo Kotsol, Mediator, on 10/20/2025.

2. The following were in attendance:
   1) Claimant Patricia Mraz
   2) Claimant's counsel Jay Fox
   3) Employer Richard Dennis
   4) Carrier/S/A Chrissy Bonet
   5) Counsel for E/C/S/A Bettina Carrier
   6) Other attendees All parties by phone

3. At the mediation conference, the parties:

x a) Completely resolved all issues as set forth in the attached Agreement. No pretrial conference and final hearing will be scheduled.

___ b) Completely resolved all issues as set forth in the attached agreement; except for attorneys fees. Should a fee hearing be necessary, counsel for the claimant shall contact the office of the J.C.C. to schedule same.

___ c) Resolved only those issues as set forth in attached Mediation agreement. A pretrial stipulation will be completed and final hearing will be scheduled.

___ d) Agreed to continue the mediation. A pretrial stipulation will be completed and final hearing will be scheduled. The continued mediation is to be concluded prior to the final hearing.

___ e) Did not resolve any issues.
___ A pretrial stipulation will be completed and final hearing will be scheduled.

x f) The following Petitions for Benefits were mediated 7/10/2025.

Respectfully submitted,

Evie Jo Kotsol, Mediator
Dated: 10/20/2025

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF JUDGE OF COMPENSATION CLAIMS
DISTRICT "Gainesville"

EMPLOYEE: Patricia Mraz

CASE NO: 25-016582WRH D/A: 02/13/2018
CASE NO: 25-015904WRH D/A: 12/21/2015

MEDIATION SETTLEMENT AGREEMENT

( ) This is not a Washout Settlement under F.S. 440.20(11).
(x) This is a Washout Settlement under F.S. 440.20(11).

The Employer/Carrier agrees to pay and the Claimant agrees to accept **$96,150.00** inclusive of all attorneys fees and costs as a complete settlement of the above captioned claims and any and all claims, dates of accident or injuries with City of Ocala and PMA Companies.

The claimant agrees to execute a General Release and agreement not to reapply or be rehired by the employer for consideration of **$100.00.** The General Release will not have any adverse effect on claimants rights to and ability to apply for vested benefits with longevity of service, similarly situated as any other employee/retiree in her position.

All benefits medical and indemnity will end upon City Council Approval.

The E/C will continue to authorize palliative medical care thru City Council approval that is reasonable and causally related to the industrial accident and limited to that recommended by the authorized treating physicians. No invasive treatment will be provided, including but not limited to injections, surgery, diagnostics, etc.

The Claimant will net **$71,960.50** from the above settlement amount after attorney fees of **$24,037.50** and costs of **$152.00** less any Child Support.

The above settlement is contingent upon City Council approval.

The Claimant affirms that this Settlement Agreement was read and explained to her by her attorney and that she understands all terms of the settlement and fully, freely and voluntary agrees to all terms of the settlement.

The foregoing Mediation Settlement Agreement is stipulated to and agreed to by the undersigned parties in the presence of the undersigned Mediator.

ALL other matters discussed at the Mediation remain privileged and confidential, unless otherwise agreed by all parties.

Patricia Mraz (Oct 20, 2025 16:27:55 EDT)
EMPLOYEE

EMPLOYER/CARRIER/SA
Bettina Carrier

ATTORNEY FOR EMPLOYEE

ATTORNEY FOR THE EMPLOYER/CARRIER

MEDIATOR

10/20/25
DATE

File #: 2026-0280 Agenda Item #: 6g.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

FORMAL TITLE:
November 4, 2025 City Council meeting minutes

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Ocala
City Council
Minutes

Tuesday, November 4, 2025 **4:00 PM**

1. Call to Order

2. Roll Call

Present: Mayor Ben Marciano
Pro Tem Ire J. Bethea Sr
Council Member James P. Hilty Sr
Council Member Jay A. Musleh
Council President Kristen M. Dreyer

Excused: Council Member Barry Mansfield

2a. New Employees

- Darren Hollin, Electric

3. Public Notice

Public Notice for the November 4, 2025 City Council Regular Meeting was posted on October 7, 2025

4. Proclamations and Awards

4a. Presentation of the Look Up Marion, Put Down the Phone Day Proclamation to Beth McCall, Executive Director of Marion County Children's Alliance

Mayor Marciano presented a proclamation for Look Up Marion, Put Down the Phone Day. Several community partners briefly introduced themselves and shared their involvement in the "Put Down the Phone and Look Up, Marion" campaign. Representatives from organizations including the Kimberly Center for Child Protection, a digital marketing agency, Marion County government, trauma support initiatives, drowning prevention efforts, and Marion County Public Schools expressed their support and highlighted the campaign's positive impact on children, families, and community safety. The initiative promotes digital awareness, encourages outdoor engagement, and aims to foster stronger relational connections. Ms. McCall encouraged everyone to participate in the campaign on November 15 by putting down their phones, spending time with loved ones, and performing a random act of kindness.

5. Presentations

6. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Jay A. Musleh
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer
EXCUSED: Mansfield

6a. One-year renewal of Connexo NetSense Service Maintenance Agreement with Honeywell in the amount of $55,619

Presentation By: Doug Peebles

6b. Grant agreement with the Florida Department of Financial Services for the purchase of decontamination equipment in the amount of $6,373

Presentation By: Clint Welborn

6c. Budget Resolution 2026-108 to amend the Fiscal Year 2025-26 budget to accept and appropriate funds from the Florida Department of Financial Services for the purchase of decontamination equipment in the amount of $6,373

Presentation By: Clint Welborn

6d. Purchase of two sets of battery-powered extrication equipment from North America Fire Equipment Co. Inc. in the amount of $87,020

Presentation By: Clint Welborn

6e. Foundation waterproofing services contract with Stable Foundation Solutions, Inc. for an aggregate amount of $61,200

Presentation By: John King

6f. See Item 7

6g. Resolution 2026-5 to approve the Emergency Solutions Grant Program Agreement between Marion County and the City of Ocala with the goal to prevent further instances of homelessness and reduce the number of those currently experiencing literal homelessness in the amount of $99,437

Presentation By: James Haynes

6h. Budget Resolution 2026-109 to amend the Fiscal Year 2025-26 budget to accept and appropriate Emergency Solutions Grant program funding from Marion County for outreach services in the amount of $99,437

Presentation By: James Haynes

6i. Resolution 2026-6 to accept a Florida Department of Transportation grant for a Federal Aviation Administration grant match requirement for the Runway 36 Safety Area Grading project in the amount of $9,509

Presentation By: Matthew Grow

6j. Budget Resolution 2026-110 to amend the Fiscal Year 2025-26 budget to appropriate grant funding from the Florida Department of Transportation for the design of the

Runway 36 safety area grading in the amount of $9,509

Presentation By: Matthew Grow

6k. Workers Compensation settlement in the matter of Betty Moore versus City of Ocala, Florida with a proposed settlement amount of $75,000

Presentation By: William E Sexton

6l. See Item 7

6m. October 21, 2025 City Council meeting minutes

Presentation By: Angel Jacobs

7. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

6f. Additional expenditures under the contract agreement for fencing installation services with Charles White Fencing in the amount of $45,857

Presentation By: John King

City Manager Pete Lee explained he requested it pulled from Consent for transparency; Council had previous approved the contract for $196,000 in 2022 and an additional $45,857 is being requested.

Director of Facilities & Fleet Management John King discussed the proposed fencing project. The City intends to fence the entire perimeter surrounding Ocala Fiber Network materials to prevent theft.

RESULT:	APPROVED
MOVER:	Ire J. Bethea Sr
SECONDER:	Jay A. Musleh
AYE:	Bethea Sr, Hilty Sr, Musleh, and Dreyer
ABSENT:	Mansfield

6l. Renewal of Mark's Prime (Ocala Prime Partners Holdings, LLC) valet parking license

Presentation By: William Spinney

Community Outreach Manager William Spinney presented the annual renewal request for Mark's Prime valet parking license (Item 6L). The permit remains unchanged since its last update in 2022, which included the addition of an approved parking lot with access from SW 2nd Avenue. The valet service has been in operation since 2009, with the current stakeholders managing it since 2022. .

Council Member Hilty raised concerns about ongoing valet parking violations at Mark's Prime, specifically vehicles remaining at the drop-off area beyond the permitted 15-minute limit, creating traffic and safety issues. He emphasized the need for

enforcement, noting that past efforts had been ineffective.

Mr. Spinney stated that for the first time, dedicated staff are now assigned downtown during peak valet hours, seven days a week until 9:30 p.m., allowing real-time monitoring and enforcement of valet operations.

RESULT: APPROVED
MOVER: Jay A. Musleh
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer
ABSENT: Mansfield

8. Introduction and First Readings of Ordinances

9. Public Hearings / Second and Final Readings / Adoption of Ordinances

10. General Business

10a. Redevelopment Agreement between the City of Ocala and Marion Opportunity Zone Investment I, LLC, for the rehabilitation and redevelopment of the historic Hotel Marion property, with total City incentives not to exceed $2,896,670

Presentation By: Aubrey Hale
RESULT: PULLED

10b. Agreement for business creation, retention, and attraction services with the Ocala Metro Chamber & Economic Partnership, in the amount of $190,000

Presentation By: Aubrey Hale

Mayor Marciano recognized the CEP for driving new business to the City of Ocala.

Council Member Hilty recognized the CEP for supporting the Tourist Development Tax.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer
ABSENT: Mansfield

10c. Contract with 2W Construction Corporation for a new build of the Thomas residence located at 1635 NW 24th Avenue for a total project cost not to exceed $220,500

Presentation By: James Haynes

Mayor Marciano questioned the cost to rebuild versus the cost to renovate. Director of Community Development Services James Haynes confirmed the only feasible option is to rebuild. He clarified grant caps and rebuild guidelines with City Council. He noted the

lack of grant funding has caused challenges funding affordable housing development projects.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Ire J. Bethea Sr
SECONDER: James P. Hilty Sr
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer
ABSENT: Mansfield

10d. Contract with Stejack, LLC for a new build of the Coy residence located at 1922 NW Second Street for a total project cost not to exceed $190,000

Presentation By: James Haynes

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer
ABSENT: Mansfield

10e. Renewal of Computer Information Systems software in an amount of $203,844

Presentation By: Joshua Sasso

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Jay A. Musleh
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer
ABSENT: Mansfield

10f. A one-year renewal for underground and aerial fiber optic cable installation services from Service and Technology Network Solutions, Inc. in an amount not to exceed $1,300,000

Presentation By: Kenneth Jamerson

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Ire J. Bethea Sr
SECONDER: James P. Hilty Sr
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

10g. Purchase of 95 LifePak CR2 Cellular Defibrillators in the amount of $219,435

Presentation By: Michael Balken

Jason Tolbert, 201 NE 37th Court, spoke in support of increasing funding for the Police Department.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Ire J. Bethea Sr
SECONDER: Jay A. Musleh
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer
ABSENT: Mansfield

10h. One-year contract extension with Osmose Utilities Services, Inc., through the Florida Municipal Power Agency, for continued inspection and remediation of underground equipment not to exceed $200,000

Presentation By: Chad Lynch

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Ire J. Bethea Sr
SECONDER: James P. Hilty Sr
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer
ABSENT: Mansfield

10i. One-year contract extension and price increase with Osmose Utilities Services, Inc., through Florida Municipal Power Agency, for continued inspection and treatment of wood utility poles not to exceed $200,000

Presentation By: Chad Lynch

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Jay A. Musleh
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer
ABSENT: Mansfield

10j. One-year extension to the purchase and sale contract for 115 acres of non-aviation property at Ocala International Airport with InSite Real Estate Investment Properties, LLC

Presentation By: Matthew Grow

Airport Director Matthew Grow confirmed that City Council is considering a one-year extension.

City Attorney Sexton and City Manager Pete Lee clarified the amendment and extension with Council Member Musleh. The amendment allows Insite to, if they choose, extend from May 2026 through September 2027. The goal is to ensure Insite can complete their due diligence and make sure they know they can get their end user to closing. The expectation is to close in 2026.

Mr. Grow confirmed the City has witnessed the developer expensing monies for the development project. Furthermore, he clarified the City's solicitation marketing efforts.

City Attorney Sexton clarified the contracts due diligence clause and real estate process with City Council.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: James P. Hilty Sr
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer
ABSENT: Mansfield

10k. Resolution 2026-7 to accept a Florida Department of Transportation grant for a Federal Aviation Administration grant match requirement for the Terminal Apron Rehabilitation project in the amount of $112,206

Presentation By: Matthew Grow

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: James P. Hilty Sr
SECONDER: Ire J. Bethea Sr
AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer
ABSENT: Mansfield

10l. Budget Resolution 2026-111 to amend the Fiscal Year 2025-26 budget to appropriate grant funding from the Florida Department of Transportation for the construction of the rehabilitation of the terminal apron in the amount of $112,206

Presentation By: Matthew Grow

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: James P. Hilty Sr

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

10m. Airport Development Inquiry Form, revised Airport Leasing and Property Development Policy, revised Airport Development Standards, and Airport Properties Website

Presentation By: Matthew Grow

President Dreyer shared her experience in the real estate market and suggested listing properties in the MLS.

City Manager Pete Lee stated the City will evaluate adding properties to the MLS.

City Attorney Sexton discussed legal challenges associated with listing properties at fair market value in the marketplace.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Ire J. Bethea Sr

SECONDER: Jay A. Musleh

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

10n. Agreement between the Marion County Hospital District and City of Ocala to provide funding for medical services to overdose patients in the amount of $199,999

Presentation By: Clint Welborn

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: James P. Hilty Sr

SECONDER: Ire J. Bethea Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

10o. Budget Resolution 2026-112 to amend the Fiscal Year 2025-26 budget to accept and appropriate funding from the Marion County Hospital District to provide medical services to overdose patients in the amount of $199,999

Presentation By: Clint Welborn

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: Jay A. Musleh

SECONDER: James P. Hilty Sr

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

10p. Purchase of one automatic aid chest compression device and two Life Pak 35s from Stryker Sales Corporation utilizing Sourcewell Cooperative Purchasing Agreement in the amount of $140,811

Presentation By: Clint Welborn

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Ire J. Bethea Sr

SECONDER: Jay A. Musleh

AYE: Bethea Sr, Hilty Sr, Musleh, and Dreyer

ABSENT: Mansfield

11. Internal Auditor's Report

12. City Manager's Report

- **TPO meeting rescheduled to Thursday, November 13, 2025 at 3 pm, at the Board of County Commissioners Auditorium**
- **City Employee Health Fair to be held November 5, 2025, from 11 am to 2 pm, at the Downtown Market**

13. Ocala Police Department Report

- **Overview of Crime and Traffic Stops**

Police Chief Mike Balken reported on crime data for the period, October 13, 2025 to October 26, 2025: 7,221 total incidents, 4,617 proactive calls, 2,604 dispatched calls, quadrant breakdown (dispatched versus proactive), 320 crimes, 187 arrests, 924 traffic stops, and 153 crashes.

- **Department Highlights**

Police Chief Mike Balken reported the department successfully responded to two incidents in October regarding the following: possession of a firearm by a convicted felon and suicide attempt. The department will be hosting a Cops & Cars event on November 15, 2025, at 10 am, location OPD Headquarters.

14. Ocala Fire Rescue Department Report

- **Unit Responses**

Fire Chief Clint Welborn reported on unit responses for a two-week period, October 21, 2025 to November 3, 2025. The two busiest units: Fire Rescue Four (152-unit responses) and Fire Engine One (92-unit responses).

- **Service calls update**

  Fire Chief Clint Welborn reported on call type spotlights for a three-week period, October 21, 2025 to November 3, 2025: motor vehicle accidents 87, structure fires 1, and community paramedicine/core 38, and calls for service 891 (21,092 calls-to-date).

- **Department Highlights**

  Fire Chief Clint Welborn provided a brief overview of Fire Prevention Month and Save Training.

15. City Attorney's Report

16. Public Comments

- **Jason Tolbert, 201 NE 37th Court, Ocala, FL, commented on the homeless population problem in the City**

  Jason Tolbert, 201 NE 37th Court, Ocala, FL, stated he still has not received housing assistance from local non-profit organizations. He challenged the City to establish their own homeless shelter to better serve the homeless population in the City.

- **Sandra Yager, Resident, commented on the homeless population problem in the City**

  Sandra Yager, Resident, stated she still has not received housing assistance from local non-profit organizations. She challenged City Council to experience homelessness for 48 hours.

- **Kristen Walden, 4601 SE 37th Court, expressed concerns about student safety due to hazardous traffic, inadequate sidewalks, and poor lighting on routes to school**

  Kristen Walden, 4601 SE 37th Court, discussed student safety in the City. She expressed concern regarding the following: lack of pedestrian safety infrastructure, lack of sidewalks/signage, and poor lighting on school routes. Furthermore, she is partnering with several City departments and organizations to support student safety efforts.

  Council President Dreyer stated the TPO will be creating a task force to support student safety.

  City Manager Pete Lee stated the City is working with the TPO and School Board to improve routes for students.

  Mayor Marciano spoke on the City’s efforts to improve student safety in the City.

  City Engineer & Director of Water Resources Sean Lanier encouraged the public to attend tomorrow’s community meeting hosted by the City’s consultants regarding pedestrian safety improvements.

Council Member Bethea spoke in support of pedestrian safety improvements.

City Manager Pete Lee advised City Council on the City's current priorities.

17. Informational Items and Calendaring Items

- Tuesday, November 11, 2025 - Veterans Day - City Offices closed
- Wednesday, November 12, 2025 - 12:00pm - City Council Workshop Re: Solid Waste Rate - Council Chambers
- Thursday, November 13, 2025 - 3:00pm - TPO Meeting - Marion County BOCC Auditorium
- Tuesday, November 18, 2025 - 4:00pm - City Council meeting - Council Chambers
- Thursday, November 27 and Friday, November 28, 2025 - Thanksgiving Holiday - City Offices closed
- Tuesday, December 2, 2025 - 4:00pm - City Council meeting - Council Chambers
- Tuesday, December 16, 2025 - 3:45pm - CRA Board meeting - Council Chambers
- Tuesday, December 16, 2025 - 4:00pm - City Council meeting - Council Chambers
- Wednesday, December 24 and Thursday, December 25, 2025 - Christmas Eve & Christmas Day Holidays - City Offices closed
- Thursday, January 1, 2026 - New Year's Day Holiday - City Offices closed

17a. Power Cost Adjustment Report - September 2025

17b. Fully Executed Contracts Under $50,000

18. Comments by Mayor

- **Healthy Ocala website traffic update**

  Mayor Marciano discussed the October 2025 Analytics Report for Healthy Ocala. He provided a brief overview of the following: social media outreach, web traffic, and advertisements. Healthy Ocala has become a tremendous success with numerous resources for the public to utilize.

- **State Road 40 safety improvements**

  Mayor Marciano reported that the public has expressed great concern regarding pedestrian safety on State Road 40.

  City Manager Pete Lee discussed how the City is working with DOT to improve pedestrian safety on State Road 40.

- **Mayor Marciano expressed concerns regarding the strategy for securing commercial tenants for the ground floor of the Downtown Hilton and also noted the presence of overgrown weeds on the property**

  Mayor Marciano discussed how the Downtown Hilton property is an eyesore in the community and requested the City take action to address the matter.

  City Manager Pete Lee assured the Mayor that the City is working with the property to remedy the matter for the community.

- **Resources for homeless individuals**

  Mayor Marciano recognized the Dignity House organization for helping a young adult who aged out of the foster system by helping the individual secure a housing opportunity in the City.

19. Comments by City Council Members

- **Council Member Hilty commented on the homeless population problem in the City**

  Council Member Hilty addressed concerns expressed during public comment regarding lack of resources for the homeless population. He assured City Council that there are many resources and programs available for the public to utilize.

- **Council Member Hilty invited City Council to tour a new dementia facility on November 14, 2025, at 10:00 am**
- **Council President Dreyer clarified City Council assignments to Boards/Commissions**

20. Adjournment

Adjourned at 6:02 pm

Minutes

Kristen M. Dreyer	Angel B. Jacobs
Council President	City Clerk

File #: ORD-2026-1 Agenda Item #: 8a.

Submitted By: Emily W. Johnson

Presentation By: Emily W. Johnson

Department: Growth Management

FORMAL TITLE (Motion Ready):
Ordinance 2026-1 to amend the code of ordinances for permitted uses in the M-1, Light Industrial, zoning district to include churches/places of worship located on major and minor arterial roadways subject to supplemental regulations (COD25-0003)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

- **Applicant:** A Plus Homes Inc.
- **Agent:** James W. Gooding, III, Gooding and Batsel, PLLC

BACKGROUND:

This is an applicant-initiated text amendment to the city's Code of Ordinances to allow for a church/place of worship as a permitted use within the M-1, Light Industrial zoning district. The applicant owns M-1, light industrial-zoned property along SW 17th Street (SR 464), a classified arterial roadway. The surrounding area between US 441 and SW 19th Avenue Road maintains the M-1, Light Industrial zoning designation consistent with the redevelopment of the area (previously Taylor Field) as the Ocala Industrial Park. While a rezoning request is an option for the applicant, the area contains a mixture of industrial, retail, and office uses, and a rezoning request for a single property within this area would raise concerns regarding spot zoning and overall compatibility. The applicant chose to apply for a text amendment to the Code of Ordinances to allow for the church/place of worship use within the M-1 zoning district. Through discussions with staff, the text amendment includes certain restrictions to ensure that location (including major and minor arterial roadways) and compatibility are maintained. Specifically, the amendment consists of the following changes to the permitted uses chart and supplemental regulations for churches/places of worship:

- Amends the permitted uses chart and associated legend (Section 122-287) to reflect churches/places of

worship as permitted in the M-1 zoning district, subject to supplemental regulations contained under Section 122-1195.

- Amends the intent and purpose of the M-1 zoning district (Sec. 122-761) to allow for other compatible uses.

- Amends the permitted principal uses of the M-1 zoning district (Sec. 122-762) to include churches/places of worship on major and minor arterial roadways.

- Amends the supplemental regulations for churches/places of worship (Section 122-1195) to reflect that a church/place of worship is permitted in the M-1 zoning district only on major and minor arterial roadways. This restriction reduces the number of properties that would qualify, allowing for a church/place of worship, and minimizing further concerns related to increased vehicular, pedestrian, and parking activities in these light industrial areas.

- Specifies that any private school or daycare use associated with a church/place of worship in the M-1 zoning district shall require an additional special exception approval.

The proposed amendment does not conflict with recent legislation contained in F.S. Chapter 2025-190 (formerly SB 180), which took effect on July 1, 2025, that restricts local governments from adopting more restrictive or burdensome amendments to the comprehensive plan or land development regulations. The proposed text amendment does not impose more restrictive or burdensome standards, as it provides for additional allowances for a previously prohibited use within the M-1 zoning district.

Planning and Zoning Commission:

The code amendment was presented to the Planning and Zoning Commission on October 13, 2025. The applicant's agent provided additional context as to the location of the applicant's property and the historical application of M-1, Light Industrial, zoning along SW 17th Street. There were no further comments or questions, and the Commission voted four to zero to recommend approval to the City Council.

FINDINGS AND CONCLUSIONS:

- The proposed amendment would allow for churches/places of worship along major and minor arterial roadways in the M-1 zoning district.

- The proposed amendment is consistent with the requirements for daycares in the M-1 zoning district, which require special exception approval.

- The proposed amendment requires a private elementary or secondary school associated with a church/place of worship in the M-1 zoning district to obtain a special exception. Private elementary or secondary schools are otherwise not permitted in the M-1 zoning district.

- The proposed amendment does not conflict with F.S. Chapter 2025-190 (formerly SB 180).

- The proposed amendment does not conflict with the Property Rights Element of the Comprehensive Plan.

Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW:
The ordinance will be reviewed by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, CONCERNING CHURCHES IN M-1 ZONING DISTRICT; AMENDING SECTION 122-761 PROVIDING FOR INTENT AND PURPOSE OF M-1 ZONING DISTRICT BY PROVIDING FOR ADDITIONAL USES; AMENDING SECTION 122-762 PROVIDING PERMITTED PRINCIPAL USES IN M-1 ZONING DISTRICT BY ADDING, AS A PERMITTED USE, CHURCHES/PLACES OF WORSHIP ON MAJOR AND MINOR ARTERIAL ROADWAYS; AMENDING SECTION 122-287 PROVIDING A TABLE OF PERMITTED USES BY PROVIDING FOR CHURCHES/PLACES OF WORSHIP TO BE PERMITTED USES IN THE M-1 ZONING DISTRICT SUBJECT TO SUPPLEMENTAL REGULATIONS; AMENDING SECTION 122-287 PROVIDING A TABLE OF PERMITTED USES BY INCLUNDING A REFERENCE TO THE SUPPLEMENTAL REGULATIONS FOR CHURCHES/PLACES OF WORSHIP UNDER THE LEGEND; AMENDING SECTION 122-1195 PROVIDING SUPPLEMENTAL REGULATIONS FOR CHURCHES/PLACES OF WORSHIP TO SPECIFY ALLOWANCES FOR CHURCHES/PLACES OF WORSHIP ALONG MAJOR AND MINOR ARTERIAL ROADWAYS WITHIN THE M-1 ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Ocala, Florida as follows:

Section 1. Section 122-761 of the City Code is amended to read as follows:

Sec. 122-761. Intent and purpose.

The light industrial (M-1) district is intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, light manufacturing of finished or semi-finished products and other compatible uses. The light industrial uses shall be compatible with the surrounding uses. Outdoor manufacturing is not allowed in the M-1 district. Outdoor storage is allowed as a permitted accessory use, if it complies with design criteria in section 12-763. Additional outdoor storage, subject to design criteria (see section 122-767) can be requested as part of the public hearing process before the planning and zoning commission and city council. Service establishments serving the industrial uses or the district shall be permitted. Specific uses shall be controlled by the standards for industrial performance in article VIII of this chapter.

Section 2. Section 122-762 of the City Code is amended to read as follows:

Sec. 122-762. Permitted principal uses.

The following uses are permitted without exception in the light industrial (M-1) district:

(1) *Residential uses:* None permitted.

(2) *Retail uses:*

a. *General retail:*

1. Furniture store, with a minimum of 10,000 square feet of warehouse space.
2. Home garden/hobby farm equipment sales (reference section 122-1220).
3. Used merchandise store (reference section 122-283).

b. *Vehicular sales:* None permitted.

(3) *Service uses:*

a. *Agricultural use:*

1. Indoor greenhouse (reference section 122-1228).
2. Indoor hemp facility (reference section 122-1229).

b. *Business service:*

1. Advertising services (on-site/off-site signs).
2. Construction service establishment.
3. Equipment rental and leasing.
4. General business service.
5. Maintenance and cleaning service.
6. Parking garage (or structure).
7. Parking lot.
8. Pest control service.
9. Radio/TV broadcasting facilities.
10. Security systems service.

c. *Eating or drinking establishment:*

1. Alcoholic beverage establishment (off-premises consumption).
2. Restaurant (enclosed) (reference section 122-763(6)).

d. *Hospitality and tourism:* None permitted.

e. *Office use:*

1. Commercial photography (art and graphic design service).
2. Computer maintenance and repair.
3. Photofinishing laboratory.
4. Prepackaged software services.
5. Print shop.
6. Professional and business office.

f. *Personal service:*

1. Bail bonds agency.
2. Kennel.
3. Laundry and dry-cleaning service.
4. Major household repair establishment.
5. Mini-warehouse (reference section 122-1214).
6. Minor household repair establishment.
7. Recycling collection point.

g. *Vehicular service:*

1. Auto repair, minor.
2. Repair garage.
3. Self-service/convenience store (reference section 122-1196).

(4) *Education/recreation/social uses:*

a. *Adult use establishment:* None permitted.

b. *Community service:*

1. Church/Place of Worship on major and minor arterials (reference section 122-1195).

c. *Educational use:*

1. Community education center.
2. Vocational/professional school.

d. *Recreational use:* None permitted.

(5) *Public uses:* None permitted.

(6) *Health care uses:*

a. *Health care use:*

1. Medical and dental laboratory.
2. Veterinarian office.

(7) *Industrial uses:*

a. *High-impact industrial use:* None permitted.

b. *Low-impact industrial use:*

1. Assembly of electronics components.
2. Carpet and upholstery cleaning.
3. Manufacturing, light.
4. Microbrewery/microdistillery.
5. Newspaper printing facilities.
6. Packing and crating.
7. Recycling center.
8. Research and testing laboratory.
9. Truck/freight terminal.
10. Warehouse.
11. Wholesale and distribution.

Section 3. The row for "church/place of worship" in the Table of Permitted Uses in Section 122-287 of the City Code is amended by adding an "X56" under column M-1, such that such row shall read as set forth on the attached **Exhibit A**.

Section 4. The Legend of the Table of Permitted Uses in Section 122-287 of the City Code is amended by adding "X56" referencing Section 122-1195 pertaining to the supplemental regulations for Church/place of worship, such that such row shall read as set forth on the attached **Exhibit B**. Reserved or blank reference numbers are to be deleted from the table. Any section number associated with a use refers to a location in this chapter that contains the conditions associated with the permitted use or special exception.

Section 5. Section 122-1195 of the City Code is amended to read as follows:

Sec. 122-1195. Church/place of worship.

(a) A church/place of worship shall be permitted as a special exception in the A-1, R-2, R-3, M-H, and B-3C zoning districts.

(b) A church/place of worship shall be permitted subject to a special exception in the following:

1. R-1 zoning district with a minimum of five acres.

2. R-1A and R-1AA with a minimum of three acres, except for the parcels rezoned by Ordinance No. 5674, which shall have a minimum lot requirement of 10,000 square feet.

(c) A church/place of worship that operates a school for children in grades 1 through 12 shall require a zoning change to the institutional (INST) district. A school does not include day care facilities (nursery school, pre-kindergarten and kindergarten) or separate facilities used for church-related activities.

(d) A church/place of worship shall be permitted in the M-1 zoning district only on major and minor arterial roadways.

1. A daycare use associated with a church/place of worship in the M-1 zoning district shall require a special exception as set forth in Division 5 of this Article.

2. Private elementary and secondary schools associated with a church/place of worship in the M-1 zoning district shall require a special exception.

Section 6. Severability Clause: Should any provision or section of this ordinance be held by a court of competent jurisdiction to be held unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall take effect upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

By: _____
Kristen Dreyer
President, Ocala City Council

Approved / Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

_____
William Sexton
City Attorney

EXHIBIT A

Symbols within cells have the following meaning: Blank cell = Prohibited X = Permitted SE = Special Exception X# = Permitted use with conditions SE# = Special exception with conditions																								
Use Category	Use Type	A-1	R-1	R-2	R-3	RZL	RBH	OH	MH	RO	O-1	OP	B-1	B-1A	B-2	B-2A	B-3C	B-4	B-5	SC	M-1	M-2	M-3	INST
EDUCATION/RECREATION/SOCIAL USES																								
Community Service	Church/place of worship	SE5	SE5	SE5	SE5				SE5				X	X	X	X	SE5	X		X	X56			X

EXHIBIT B

Legend

Reference		**Citation**
X		*Permitted use.*
X1A		Subject to requirements of subsection 122-216(t).
X1B		Maximum of eight dwelling units per acre.
X1C		Maximum of 12 dwelling units per acre. Subject to requirements of subsection 122-216(t).
X1D		Maximum of 50 dwelling units per acre.
X2		RBH-3 retail and service uses in subsection 122-423(a)(3).
X3A		Accessory uses in the office (O-1) district shall be limited to ten percent of the square footage of a permitted office building.
X3B		Accessory uses in the office park (OP) district shall be limited to 20 percent of the square footage of a principal use or the site.
X4		Furniture store with a minimum of 10,000 square feet of warehouse space.
X5A		Radio and TV broadcasting facility, transmitters only.
X5B		Radio and TV broadcasting facility, without transmitters.
X6	122-763 & 122-783	Accessory use in M-1 and M-2 zoning districts meeting specified criteria.
7		Veterinarian office, no overnight boarding.
X8		Professional and business office is not permitted in the RBH-1 district.
X9		Home occupation, RBH-1 only.
X10		No outdoor sales or storage.
X11A		Maximum of six unrelated residents per single-family residential dwelling.
X11B		Maximum of eight unrelated residents per single-family residential dwelling.
X11C		Maximum of 12 unrelated residents per single-family residential dwelling.
X11D		Maximum of 14 unrelated residents per single-family residential dwelling.
X12		Limited to six vehicles and in an enclosed building, excluding the common area.
X14		Single-family dwelling is permitted only as part of a church or school.
X15	122-1184	Produce shipping, packing and selling.
X16	122-1185	Alcoholic beverages.

X17	Art. IX, div. 3	Service stations.
X18	Art. IX, div. 4	Home occupations.
X19	Art. IX, div. 5	Day care facilities.
X20	122-1198	Assisted living facilities and transitional recovery facilities.
X21	122-1194	Single-family residences in general business (B-4) and wholesale business (B-5) districts.
X22	122-1196	Self-service gasoline stations.
X23	122-1197	New automobile parts and accessories.
X24	122-1200	Adult use establishments.
X25		A drive-through facility may be permitted as an accessory use.
X26	122-922	Criteria for drive-in or drive-through restaurants in a shopping center (SC).
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X29	122-918(a)(3)	Criteria for a hotel/convention center in the SC zoning district.
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X34	122-783(3)	Restaurant as a permitted accessory use only.
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X43	122-1207	Transitional treatment facility.
X44	122-631	Single-family residential (attached).
X45	122-1218	Recreational vehicle park criteria.
X46	122-1215	Day labor service establishment criteria.
X48	122-357	Single-family (attached) dwelling unit criteria.
X50	122-1224	Construction and demolition landfill criteria.
X51	122-1219	Fraternity or sorority house.
X52	122-1220	Home garden/hobby farm equipment sales.
X53	122-373	Hairstyling shop (limited to three stations).
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SE3	122-1183	Model manufactured home centers.
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SE25	122-1189	Low impact manufacturing.
SE26	122-1226	Open pavilion engagement center criteria.
SE27	122-606	Subject to B-1A limitations on uses.
SE28	122-584 & 122-605	A drive-through window may be permitted as an accessory to a restaurant (enclosed).
SE31	122-1205	Outdoor sales criteria.
SE46	122-1215	Day labor service establishment criteria.

SE47	122-1216	Community work release facility.
SE51	122-1219	Fraternity or sorority house.
SE52	122-1220	Home garden/hobby farm equipment sales.

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, CONCERNING CHURCHES IN M-1 ZONING DISTRICT; AMENDING SECTION 122-761 PROVIDING FOR INTENT AND PURPOSE OF M-1 ZONING DISTRICT BY PROVIDING FOR ADDITIONAL USES; AMENDING SECTION 122-762 PROVIDING PERMITTED PRINCIPAL USES IN M-1 ZONING DISTRICT BY ADDING, AS A PERMITTED USE, CHURCHES/PLACES OF WORSHIP ON MAJOR AND MINOR ARTERIAL ROADWAYS; AMENDING SECTION 122-287 PROVIDING A TABLE OF PERMITTED USES BY PROVIDING FOR CHURCHES/PLACES OF WORSHIP TO BE PERMITTED USES IN THE M-1 ZONING DISTRICT SUBJECT TO SUPPLEMENTAL REGULATIONS; AMENDING SECTION 122-287 PROVIDING A TABLE OF PERMITTED USES BY INCLUNDING A REFERENCE TO THE SUPPLEMENTAL REGULATIONS FOR CHURCHES/PLACES OF WORSHIP UNDER THE LEGEND; AMENDING SECTION 122-1195 PROVIDING SUPPLEMENTAL REGULATIONS FOR CHURCHES/PLACES OF WORSHIP TO SPECIFY ALLOWANCES FOR CHURCHES/PLACES OF WORSHIP ALONG MAJOR AND MINOR ARTERIAL ROADWAYS WITHIN THE M-1 ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Ocala, Florida as follows:

Section 1. Section 122-761 of the City Code is amended to read as follows:

Sec. 122-761. Intent and purpose.

The light industrial (M-1) district is intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, light manufacturing of finished or semi-finished products and other compatible uses. The light industrial uses shall be compatible with the surrounding uses. Outdoor manufacturing is not allowed in the M-1 district. Outdoor storage is allowed as a permitted accessory use, if it complies with design criteria in section 12-763. Additional outdoor storage, subject to design criteria (see section 122-767) can be requested as part of the public hearing process before the planning and zoning commission and city council. Service establishments serving the industrial uses or the district shall be permitted. Specific uses shall be controlled by the standards for industrial performance in article VIII of this chapter.

Section 2. Section 122-762 of the City Code is amended to read as follows:

Sec. 122-762. Permitted principal uses.

The following uses are permitted without exception in the light industrial (M-1) district:

(1) *Residential uses:* None permitted.

(2) *Retail uses:*

a. *General retail:*

1. Furniture store, with a minimum of 10,000 square feet of warehouse space.
2. Home garden/hobby farm equipment sales (reference section 122-1220).
3. Used merchandise store (reference section 122-283).

b. *Vehicular sales:* None permitted.

(3) *Service uses:*

a. *Agricultural use:*

1. Indoor greenhouse (reference section 122-1228).
2. Indoor hemp facility (reference section 122-1229).

b. *Business service:*

1. Advertising services (on-site/off-site signs).
2. Construction service establishment.
3. Equipment rental and leasing.
4. General business service.
5. Maintenance and cleaning service.
6. Parking garage (or structure).
7. Parking lot.
8. Pest control service.
9. Radio/TV broadcasting facilities.
10. Security systems service.

c. *Eating or drinking establishment:*

1. Alcoholic beverage establishment (off-premises consumption).
2. Restaurant (enclosed) (reference section 122-763(6)).

d. *Hospitality and tourism:* None permitted.

e. *Office use:*

1. Commercial photography (art and graphic design service).
2. Computer maintenance and repair.
3. Photofinishing laboratory.
4. Prepackaged software services.
5. Print shop.
6. Professional and business office.

f. *Personal service:*

1. Bail bonds agency.
2. Kennel.
3. Laundry and dry-cleaning service.
4. Major household repair establishment.
5. Mini-warehouse (reference section 122-1214).
6. Minor household repair establishment.
7. Recycling collection point.

g. *Vehicular service:*

1. Auto repair, minor.
2. Repair garage.
3. Self-service/convenience store (reference section 122-1196).

(4) *Education/recreation/social uses:*

a. *Adult use establishment:* None permitted.

b. *Community service:*

1. Church/Place of Worship on major and minor arterials (reference section 122-1195).

c. *Educational use:*

1. Community education center.
2. Vocational/professional school.

d. *Recreational use:* None permitted.

(5) *Public uses:* None permitted.

(6) *Health care uses:*

a. *Health care use:*

1. Medical and dental laboratory.
2. Veterinarian office.

(7) *Industrial uses:*

a. *High-impact industrial use:* None permitted.

b. *Low-impact industrial use:*

1. Assembly of electronics components.
2. Carpet and upholstery cleaning.
3. Manufacturing, light.
4. Microbrewery/microdistillery.
5. Newspaper printing facilities.
6. Packing and crating.
7. Recycling center.
8. Research and testing laboratory.
9. Truck/freight terminal.
10. Warehouse.
11. Wholesale and distribution.

Section 3. The row for "church/place of worship" in the Table of Permitted Uses in Section 122-287 of the City Code is amended by adding an "X56" under column M-1, such that such row shall read as set forth on the attached **Exhibit A**.

Section 4. The Legend of the Table of Permitted Uses in Section 122-287 of the City Code is amended by adding "X56" referencing Section 122-1195 pertaining to the supplemental regulations for Church/place of worship, such that such row shall read as set forth on the attached **Exhibit B**. Reserved or blank reference numbers are to be deleted from the table. Any section number associated with a use refers to a location in this chapter that contains the conditions associated with the permitted use or special exception.

Section 5. Section 122-1195 of the City Code is amended to read as follows:

Sec. 122-1195. Church/place of worship.

(a) A church/place of worship shall be permitted as a special exception in the A-1, R-2, R-3, M-H, and B-3C zoning districts.

(b) A church/place of worship shall be permitted subject to a special exception in the following:

1. R-1 zoning district with a minimum of five acres.

2. R-1A and R-1AA with a minimum of three acres, except for the parcels rezoned by Ordinance No. 5674, which shall have a minimum lot requirement of 10,000 square feet.

(c) A church/place of worship that operates a school for children in grades 1 through 12 shall require a zoning change to the institutional (INST) district. A school does not include day care facilities (nursery school, pre-kindergarten and kindergarten) or separate facilities used for church-related activities.

(d) A church/place of worship shall be permitted in the M-1 zoning district only on major and minor arterial roadways.

1. A daycare use associated with a church/place of worship in the M-1 zoning district shall require a special exception as set forth in Division 5 of this Article.

2. Private elementary and secondary schools associated with a church/place of worship in the M-1 zoning district shall require a special exception.

Section 6. Severability Clause: Should any provision or section of this ordinance be held by a court of competent jurisdiction to be held unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall take effect upon approval by the mayor, or upon becoming law without such approval.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

By: _____
Kristen Dreyer
President, Ocala City Council

Approved / Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

_____
William Sexton
City Attorney

EXHIBIT A

Symbols within cells have the following meaning: Blank cell = Prohibited X = Permitted SE = Special Exception X# = Permitted use with conditions SE# = Special exception with conditions																								
Use Category	Use Type	A-1	R-1	R-2	R-3	RZL	RBH	OH	MH	RO	O-1	OP	B-1	B-1A	B-2	B-2A	B-3C	B-4	B-5	SC	M-1	M-2	M-3	INST
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Community Service	Church/place of worship	SE5	SE5	SE5	SE5				SE5				X	X	X	X	SE5	X		X	X56			X

EXHIBIT B

Legend

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X5A		Radio and TV broadcasting facility, transmitters only.
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X6	122-763 & 122-783	Accessory use in M-1 and M-2 zoning districts meeting specified criteria.
7		Veterinarian office, no overnight boarding.
X8		Professional and business office is not permitted in the RBH-1 district.
X9		Home occupation, RBH-1 only.
X10		No outdoor sales or storage.
X11A		Maximum of six unrelated residents per single-family residential dwelling.
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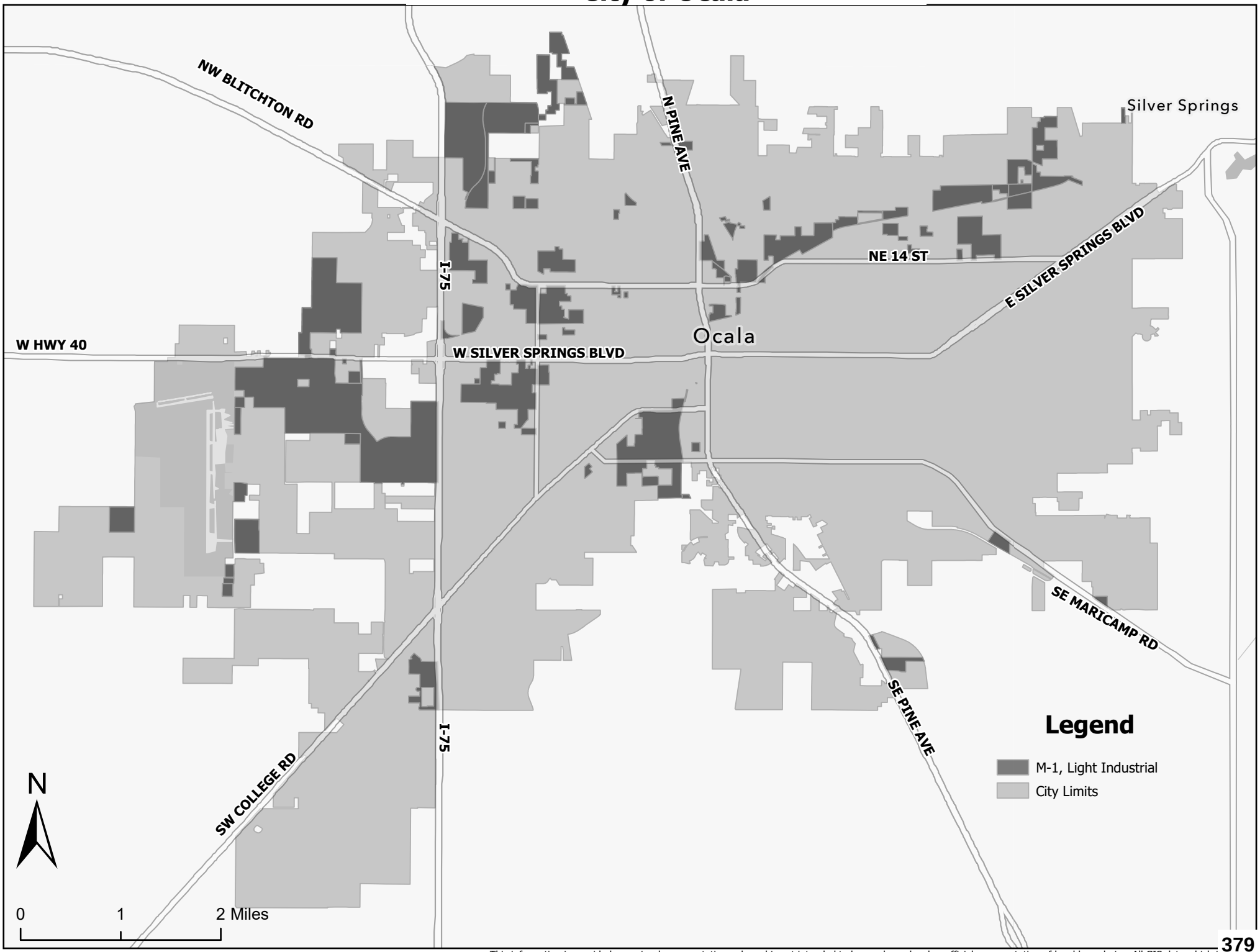
City of Ocala



This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which i provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific information contact the appropriate City of Ocala department or agency.

File #: ORD-2026-2 Agenda Item #: 8b.

Submitted By: Emily Johnson

Presentation By: Emily Johnson

Department: Growth Management

FORMAL TITLE (Motion Ready):
Ordinance 2026-2 to change the future land use designation on approximately 10.36 acres (Parcel 21454-000-00) located at 2500 NW 31st Avenue from Medium Intensity/Special District to Employment Center (Case LUC25-0005) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Applicant: Friends Recycling LLC
- Property Owner: Friends Recycling LLC
- Agent: Austin Dailey, Klein & Klein PLLC

Key Points:

- The petitioner is requesting to change the future land use designation for the subject property from Medium Intensity/Special District to Employment Center, which the owner acquired as part of a land swap with the city in 2024.
- The subject property was designated as Medium Intensity/Special District to encourage redevelopment efforts following the adoption of the 2035 Vision.
- On October 21, 2025, the Ocala City Council approved the transmittal to state agencies for review of a

proposed future land use amendment for the adjacent properties under the same ownership. This amendment included the same request for a future land use change from their current designation of Medium Intensity/Special District to Employment Center for properties containing an existing Construction and Demolition (C&D) Landfill and a Materials Recovery Facility (MRF).

Zoning and Land Use Details:

For consideration of the future land use amendment, there are several key factors to consider:

- The proposed Employment Center future land use is more consistent with the anticipated development in the surrounding area.
- The proposed Employment Center future land use is consistent with nearby development to the west, such as the Ocala-Marion County Commerce Park.
- City utilities already service the existing industrial and neighboring uses.

Planning and Zoning Commission:

The proposed land use change was presented to the Planning and Zoning Commission on October 13, 2025, with the associated rezoning application (ZON25-0012). A member of the public expressed concerns about the smell associated with the neighboring C&D landfill use and questioned whether any studies had been conducted on the environmental and health impacts. The applicant's agent clarified that the associated rezoning to M-1, Light Industrial, would not permit the expansion of the landfill use.

The Commission voted four to zero to recommend approval to the City Council for the transmittal to state agencies for their review.

FINDINGS AND CONCLUSIONS:

- The requested Employment Center Future Land Use designation is more compatible with the high-impact industrial uses of the area to the east and the industrial park west of the subject property.
- The 2035 Vision and West Ocala Vision anticipated redevelopment within this NW area of the city. However, since their adoption, development trends over the last 15 years appear to have shifted the focus of the Medium Intensity/Special District further east of NW 27th Avenue. The properties north of NW 21st Street and west of NW 27th Avenue continue to align with the intent of the Employment Center future land use, which is more focused on employment than on mixed-use residential.
- The requested future land use amendment is more consistent with nearby developments like the Ocala-Marion County Commerce Park and other neighboring uses.
- The proposed amendment would result in a reduction in the potential impact on public facilities. Any future development will require further analysis.

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map
- Site Sketch

ORDINANCE 2026-2

AN ORDINANCE AMENDING THE CITY OF OCALA, FLORIDA, COMPREHENSIVE PLAN FUTURE LAND USE MAP SERIES AS REQUIRED IN SECTION 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE FUTURE LAND USE CHANGE (CASE NO. LUC25-0005); AMENDING THE FUTURE LAND USE MAP DESIGNATION FROM MEDIUM INTENSITY/SPECIAL DISTRICT TO EMPLOYMENT CENTER FOR PROPERTY LOCATED AT 2500 NW 31ST AVENUE (PARCEL 21454-000-00), APPROXIMATELY 10.36 ACRES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Ocala, Florida, to prepare and adopt a comprehensive plan in accordance with the requirements of the said act; and

WHEREAS, the City of Ocala has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Ocala on October 22, 1991, adopted this plan including a Future Land Use Element consisting of a land use map series; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, on October 19, 2010, City Council adopted the Ocala 2035 Vision; and

WHEREAS, one of the strategies of the Ocala 2035 Vision was to initiate Comprehensive Plan Amendments (adopted on January 22, 2013) to be consistent with the Ocala 2035 Vision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The City of Ocala Comprehensive Plan, Future Land Use Element and Map Series is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes and pursuant to Section 106-38 of the Code of Ordinances, City of Ocala, Florida. The lands described below are hereby reclassified according to the City of Ocala Comprehensive Plan, Future Land Use Element as Employment Center and the attached land use map is incorporated by reference into this ordinance (Parcel 21454-000-00):

A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE N89°31'15'W, ALONG THE NORTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 1491.54 FEET, TO ITS INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5884, AT PAGE 1115, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°30'30"W ALONG SAID NORTHERLY PROJECTION, 25.00 FEET, TO THE NORTHEAST CORNER OF SAID LANDS; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARIES OF SAID LANDS, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, CONTINUE S00°30'30"W, 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°30'30"W, 125.19 FEET; THENCE N89°34'40"W, 203.48 FEET; THENCE S00°28'08"W, 56.46 FEET; THENCE N89°34'40"W, 107.89 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT BEING ON THE EAST LINE OF LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5254, AT PAGE 867, OF SAID PUBLIC RECORDS; THENCE PROCEED S18°35'59"W ALONG SAID EAST LINE, A DISTANCE OF 197.20 FEET TO A POINT ON THE EAST LINE OF THE WEST 379.54 FEET OF THE EAST 2243.49 FEET OF THE AFOREMENTIONED NORTH 1/2 OF THE SOUTHEAST 1/4; THENCE S00°31'39"W ALONG SAID EAST LINE, A DISTANCE OF 916.09 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE DEPARTING SAID EAST LINE, PROCEED N89°31'15"W ALONG SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED N00°31'39"E ALONG THE WEST LINE OF LANDS DESCRIBED IN WARRANTY DEEDS RECORDED IN O.R. BOOK 5884, PAGE 1115 AND O.R. BOOK 5850, PAGE 462, A DISTANCE OF 210.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN O.R. BOOK 5850, PAGE 462; THENCE S89°31'15"E ALONG THE NORTH BOUNDARY OF SAID LANDS, 40.46 FEET TO THE SOUTHERNMOST SOUTHWEST CORNER OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN O.R. BOOK 6397, PAGE 1000; THENCE N00°31'39"E ALONG THE SOUTHERNMOST WEST LINE OF SAID LANDS, A DISTANCE OF 210.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN O.R. BOOK 6435, PAGE 339; THENCE DEPARTING SAID WEST LINE, PROCEED N89°31'15"W ALONG THE SOUTH LINE OF SAID LANDS RECORDED IN O.R. BOOK 6435, PAGE 339, A DISTANCE OF 210.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT BEING ON THE WEST LINE OF THE EAST 2243.49 FEET OF THE AFOREMENTIONED NORTH 1/2 OF THE SOUTHEAST 1/4; THENCE N00°31'39"E ALONG SAID WEST LINE, A DISTANCE OF 845.47 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF N.W. 28TH STREET (A PROPOSED PUBLIC RIGHT-OF-WAY OF VARYING WIDTH); THENCE DEPARTING SAID WEST LINE, PROCEED S89°31'15"E, ALONG SAID RIGHT-OF-WAY LINE, 23.54 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 530.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, NORTHEASTERLY, 106.18 FEET, THROUGH A CENTRAL ANGLE OF 11°28'42" AND A CHORD BEARING AND DISTANCE OF N84° 44'24"E, 106.00 FEET, TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, NORTHEASTERLY, 94.16 FEET, THROUGH A CENTRAL ANGLE OF 11"28'42" AND A CHORD BEARING AND DISTANCE OF N84"44'24"E, 94.00 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S89"31'15"E, 529.47 FEET, TO THE POINT OF

BEGINNING.

LESS AND EXCEPT THE WEST 112.86 FEET OF THE SOUTH 210.00 FEET OF THE LANDS DESCRIBED IN THE WARRANTY DEEDS RECORDED IN O.R. BOOK 5850, PAGE 462 AND PARCEL 1 OF O.R. BOOK 5884, PAGE 1115.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the Future Land Use Map of the City of Ocala is hereby amended to reflect the change in land use from Medium Intensity/Special District to Employment Center as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 8. The effective date of this small-scale development amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-XX
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Land Use Change Staff Report

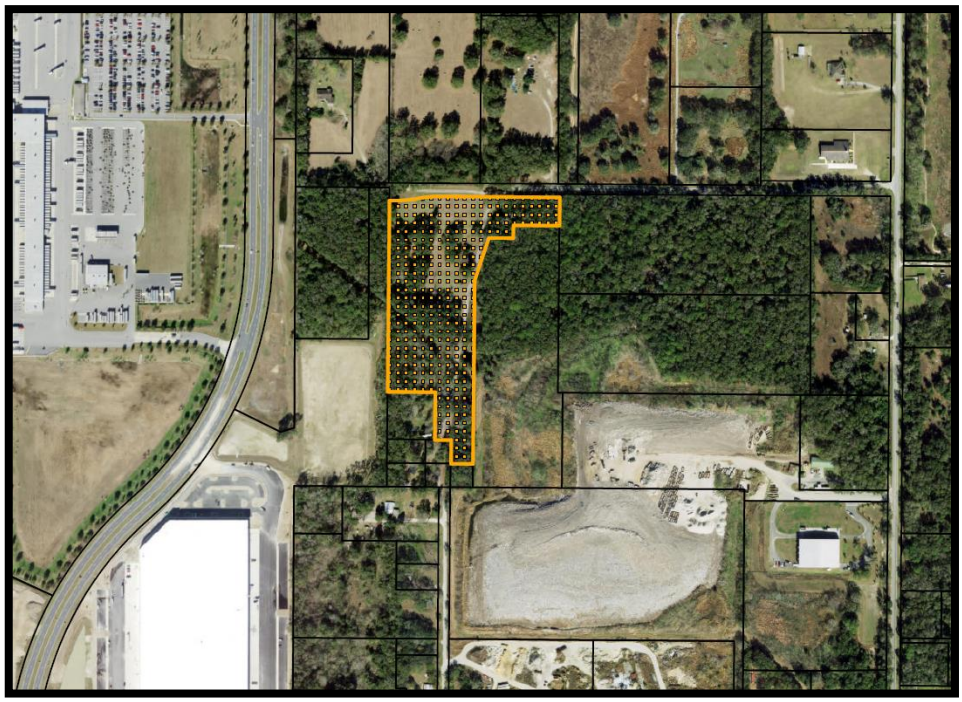
Case No. LUC25-0005
Planning & Zoning Commission: October 13, 2025
City Council (1st Reading): November 18, 2025
City Council (Adoption): December 2, 2025

Applicant:	Friends Recycling LLC
Property Owner:	Friends Recycling LLC
Project Planner:	Emily W. Johnson, AICP, Senior Planner
Amendment Request:	Seeking approval to change the Future Land Use designation for the subject property from Medium Intensity/Special District to Employment Center

Parcel Information

Acres:	±10.36 acres
Parcel(s)#:	21454-000-00
Location:	2500 NW 31st Avenue
Existing use:	Vacant and undeveloped
Future Land Use Designation:	Medium Intensity/Special District
Zoning Designation:	R-1, Single-Family Residential, & R-2, Two-Family Residential
Special District(s)/Plan(s):	West Ocala Community Plan – Main Street Mixed Use District
Approved Agreement(s):	First Amendment to Chapter 163 Development Agreement (approved January 16, 2024)
Associated Application(s):	Rezoning to M-1, Light Industrial (ZON25-0012)

Figure 1. Aerial Location Map



Section 1 - Applicant Request

The applicant is requesting to change the future land use map designation for the subject property from Medium Intensity/Special District to Employment Center on the 10.36-acre site for consistency with a concurrent request for rezoning to M-1, Light Industrial.

The agent, Austin Dailey, Klein & Klein PLLC, is representing the applicant in this request.

Section 2 - Background Information

The subject property encompasses a total of approximately 10.36 acres. The current designations of the properties are:

Zoning: **R-1, Single-Family Residential** district is intended to preserve established single-family neighborhoods and to provide for new areas of low and moderate-density single-family development.

R-2, Two-Family Residential district is intended to be of similar residential character to the single-family districts, but also permits two-family dwellings and two dwellings on one lot.

Future Land Use: **Medium Intensity/Special District**, a minimum of 5 and maximum of 30 dwelling units per acre, a minimum of 0.15 and maximum of 4.0 floor area ratio (FAR).

The owner acquired the subject property as part of a land swap with the city in 2024, which included several single-family properties at the time of the swap. Since the acquisition, the property owner has combined the parcels into one parcel of land totaling approximately 10.36 acres. The applicant has indicated no intention to utilize these properties for a potential expansion of the existing landfill. These properties have existing M-1, Light Industrial zoning to the east (common ownership) and west.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North (County)	Employment Center	A-1, General Agriculture R-E, Residential Estate R-1, Single-Family Dwelling	Existing enclave consisting of single-family residential and general agricultural uses
East	Medium Intensity/Special District	M-1, Light Industrial M-2, Medium Industrial	C&D Landfill and Materials Recovery Facility (Friends Recycling)
South	Medium Intensity/Special District	R-2, Two-Family Residential M-2, Medium Industrial	Single-family residence Vacant, undeveloped C&D Landfill and Materials Recovery Facility (Friends

			Recycling)
West	Medium Intensity/ Special District	M-1, Light Industrial R-1, Single Family Residential	Vacant, undeveloped

The subject property is accessed by NW 28th Street, an unclassified roadway connecting to NW 27th Avenue. North of the subject properties, existing single-family and general agricultural uses are located within a county enclave. Other uses in the area include construction service establishments to the south, the industrially developed Ocala-Marion County Commerce Park to the northwest, and the mixed-use West Oak Planned Development (PD) to the east.

Background - Adjacent Properties (common ownership): As indicated in this staff analysis section of this report, the intended development pattern anticipated by the Comprehensive Plan, Vision 2035, and West Ocala Vision & Community Plan (West Ocala Vision) has changed for the area West of NW 27th Avenue and North of NW 21st Street. As a result, it is relevant to consider the factors and actions associated with the properties in the surrounding area, particularly the adjacent properties to the east, which are under common ownership. Key points regarding these properties include:

- Continued operation of an existing C&D landfill and Materials Recovery Facility dating back to the early 1990s.
- 2009 effort to change the future land use category from Low Density Residential to Medium Industrial and rezone to M-2, Medium Industrial, was denied by the City Council.
- The 2035 Vision Plan was adopted in 2011, and the Friends Recycling facility was considered a nonconforming use.
- In the M-1, Light Industrial, and M-2, Medium Industrial, zoning districts, and the Florida Department of Environmental Protection (FDEP) permit for the landfill was expected to expire in 2023.
- August 16, 2022 – City approved land development regulation amendments to establish regulations for a MRF and C&D landfill.
- January 16, 2024 – City approved a Chapter 163 development agreement on the site, limiting height while increasing buffering.
- June 3, 2024 – Property owner granted extension of the FDEP permit (C&D Debris Disposal with Recycling) to June 3, 2029, for the operation of a C&D Debris Disposal and Recycling Facility.
- October 21, 2025, City approves transmittal to the State Department of Commerce for the transmittal of a future land use amendment on landfill and MRF property to change the future land use from Medium Intensity/Special District to Employment Center.

Section 3 – Staff Analysis

This report reviews the proposed land use amendment in alignment with the city's comprehensive plan, including the Ocala 2035 Vision, and relevant land development regulations. It also considers the relevance of the applicant's request to change the future land use on the adjoining owned property to the east.

The Ocala 2035 Vision established the basis for what would ultimately guide development and growth

in the City of Ocala. Following the completion of the 2035 Vision, the comprehensive plan was amended, creating six total Future Land Use (FLU) categories. In doing so, new land uses were designated in this area, considering both existing and future development. The 2035 Vision map identified the subject property and its surrounding area as transitional, between Medium Low Intensity and Low Intensity urban form areas. Thus, the subject property was designated with a future land use category of Medium Intensity/Special District to encourage redevelopment efforts that are appropriately aligned.

Additionally, the 2035 Vision led to the creation of focus area plans. In 2015, the West Ocala Vision & Community Plan (West Ocala Vision) was adopted to establish goals for revitalization in the West Ocala area by focusing on preservation, infill development, and density management. The subject property and surrounding area are identified as the North Gate Way - Main Street Mixed Use District in the West Ocala Vision & Community Plan.

Pursuant to the Comprehensive Plan Future Land Use Element (FLUE) Policy 6.2, the Medium Intensity/Special District FLU is intended to identify neighborhood and community-serving activity centers for mixed-use commercial nodes and promote a walkable urban form. Importantly, Light Industrial is the only category of industrial uses indicated as permitted within this category. The City's land development regulations Section 122-2A provide district use categories, where construction and demolition landfill and materials recovery facilities are designated as:

> *High-impact industrial use* includes the following: automobile wrecking yard; construction and demolition landfill; CRA existing industrial uses (off-site expansion); hazardous waste, bulk storage; industrial dry-cleaning plant; manufacturing, heavy; materials recovery facility; and recycling plant.

The High Impact Industrial use designation is not consistent with the permitted use categories of the Medium Intensity/Special District future land use. Other projects, such as the redevelopment of the former Pine Oaks Municipal Golf Course (n/k/a West Oak PD) and the development of the Mary Sue Rich Community Center at Reed Place, provided further indication of shifting the focus of the Medium Intensity/Special District further to the east of NW 27th Avenue.

The analysis of the pending land use change for the Landfill and Materials Recovery Facility, located to the east of the subject properties, is relevant to this proposed amendment. It provides continuity and recognition of the transition of this area of the city, lying north of NW 21st Street and west of NW 27th Avenue. The aforementioned actions indicated in the Background Section of this report represent a change in the intent and purpose of the Medium Intensity/Special District land use category for this area that is more appropriately aligned with the purpose and intent of the Employment Center future land use category. Furthermore, the proposed amendment to the Employment Center's future land use provides consistency with properties to the west, including the Ocala-Marion County Commerce Park.

Consistency with Comprehensive Plan:

The requested land use change is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. Future Land Use Element Policy 6.5: Employment Center. The intent of the Employment Center land use is to provide a regionally important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single-use districts, but may include more than one use if there are appropriate buffers and transitions between complementary uses. Permitted uses shall consist of a primary use and may include a

secondary use. Primary uses are industrial, office, and commercial. Secondary uses are public, recreation, institutional, and residential, as well as educational facilities. There are no form requirements in this land use category.

Access is primarily from major collectors, arterials, or limited-access highways. The primary modes of transportation include automobiles, trucks, freight rail, buses, and commuter rail transit. Provisions should be made for walking, bicycles, and transit.

There is no minimum density and intensity in this future land use category. The maximum density and intensity before any incentives is 24 dwelling units per gross acre or 2.00 FAR. The location and application of incentives shall be set forth in the Land Development Code.

Staff Comment:

- *The Employment Center Future Land Use category allows for high-impact industrial uses. Additionally, the Employment Center land use is designated on nearby properties, including the Ocala-Marion County Commerce Park.*
- *The subject property is accessed via a local roadway, which connects to a collector roadway (NW 27th Avenue). This does not specifically align with the access as mentioned in Policy 6.5 for the subject property. However, the subject property is bounded by existing Employment Center land use, which fronts along NW 27th Avenue, an urban collector roadway identified in the Transportation Element Map Series (Functional Classification of Roads map)*
- *The maximum density and intensity of the Employment Center FLU is 24 dwelling units per acre. Any residential development in this FLU requires a rezoning to a mixed-use Planned Development (PD) zoning district.*

2. Future Land Use Element Objective 14: The City shall continue existing regulations or adopt new regulations to ensure that development is consistent with the Future Land Use Map and are compatible with neighboring development, available services and facilities, and topography and soil conditions.

Staff Comment:

- *The requested land use amendment aligns with development in the surrounding and adjacent areas which currently have Employment Center FLU.*

Table 2: Existing and Proposed Land Use Standards

	Future Land Use Category	Permitted Land Uses	Allowable Density	Allowable FAR
Existing	Medium Intensity/ Special District	Residential, office, commercial, public, recreation, institutional, light industrial, educational facilities	5 to 30 units/acre	0.15 to 4.0 FAR
Proposed	Employment Center	Primary Uses: Industrial, office, commercial Secondary Uses: Public, recreation, institutional, residential, educational	Up to 24 units/acre	Up to 2.0 FAR

		facilities		

Section 5 - Level of Service (LOS) Analysis

As shown in the table above, the result of the proposed land use amendment would be a reduction in the potential maximum residential dwelling units from 30 units an acre to 24 units per acre and a reduction in the maximum potential FAR from 4.0 to 2.0. As a result, a LOS analysis is not meaningful or beneficial for this amendment.

Summary Staff Comments: *For consideration of the future land use amendment, there are several key factors to consider:*

- *The proposed Employment Center future land use is consistent with surrounding development filling in a gap between existing industrial uses to the east and to the west, such as the Ocala-Marion County Commerce Park.*
- *The development pattern for this area of the city has changed from the intent of the Medium Density/Special District promoting mixed use commercial and residential development to one more closely aligned with the Employment Center category the focuses on higher impact employment uses.*
- *Nearby industrial uses are already serviced by city utilities.*

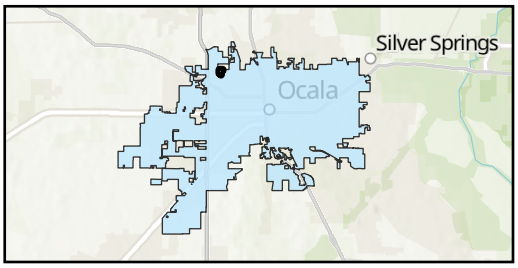
Section 6 - Staff Findings and Recommendation

- The requested Employment Center Future Land Use designation is more compatible with the high-impact industrial uses of the area to the east and the industrial park west of the subject property.
- The 2035 Vision and West Ocala Vision anticipated redevelopment within this NW area of the city. However, since their adoption, development trends over the last 15 years appear to have shifted the focus of the intent of the Medium Intensity/Special District further to the east of NW 27th Avenue. While the properties North of NW 21st Street and west of NW 27th Avenue continue to be aligned with the intent of the Employment Center future land use which is more focused on employment than on mixed use residential.
- The requested future land use amendment is more consistent with nearby developments like the Ocala-Marion County Commerce Park and other neighboring uses.
- The proposed amendment would result in a reduction to the potential impact to public facilities. Any future development will require further analysis.

Staff Recommendation: Approval of LUC25-0005

P&Z Meeting: 10/13/2025

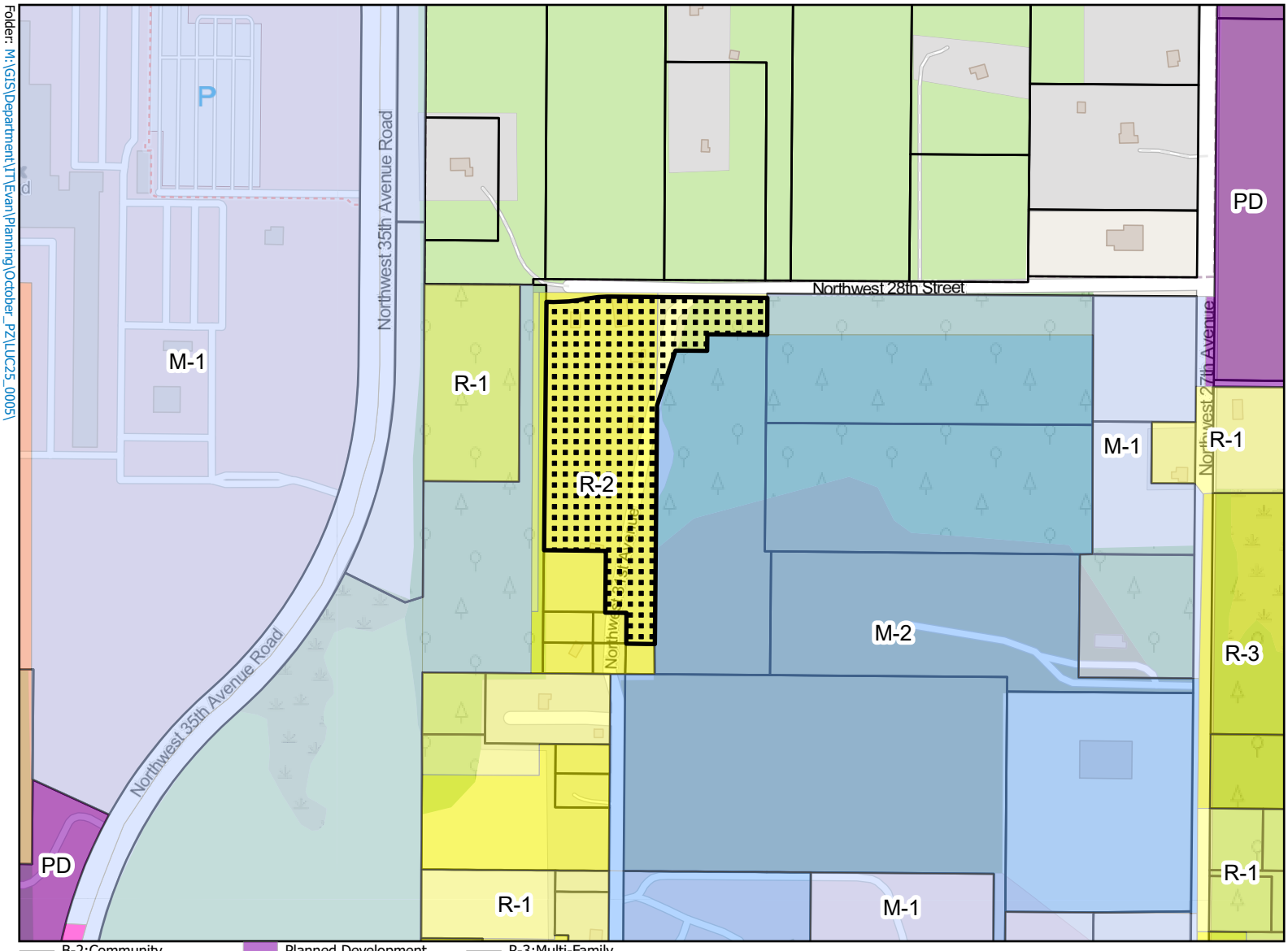
CASE MAP



Case Number: LUC25-0005

Parcel: 21454-000-00

Property Size: Approximately 10.36 Acres
Land Use Designation: Medium Intensity Special District
Zoning: R-1, Single-Family Residential and R-2, Two-Family Residential
Proposal: A request to change the existing land use to Employment Center



B-2:Community Business
M-1:Light Industrial
M-2:Medium Industrial
OP:Office Park
Planned Development
R-1:Single Family Residential
R-2:Two-Family Residential
R-3:Multi-Family Residential
Parcels
Subject Property

0 500 1,000 2,000 Feet

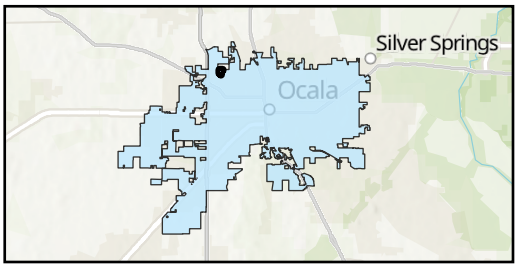
N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

P&Z Meeting: 10/13/2025

AERIAL MAP



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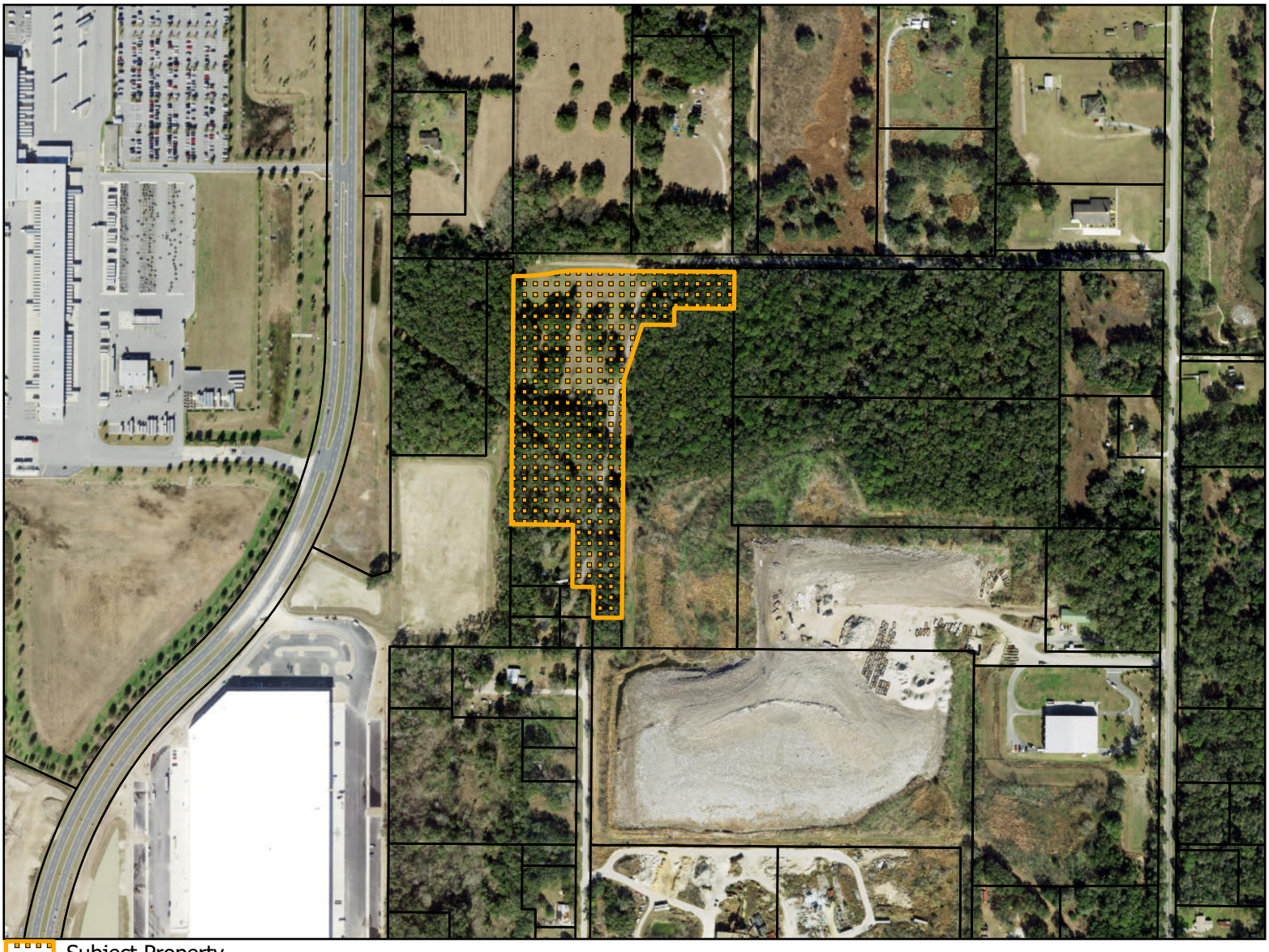

Subject Property

Parcels

0 500 1,000 2,000 Feet

N

OCALA

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Prepared by the City of Ocala Growth Management Dept by ekrepps on 9/9/2025

File #: ORD-2026-3 Agenda Item #: 8c.

Submitted By: Emily Johnson

Presentation By: Emily Johnson

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Ordinance 2026-3 to rezone approximately 10.36 acres (Parcel 21454-000-00) located at 2500 NW 31st Avenue from R-1, Single-Family Residential and R-2, Two-Family Residential to M-1, Light Industrial (Case ZON25-0012) (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Applicant: Friends Recycling LLC
- Property Owner: Friends Recycling LLC
- Agent: Austin Dailey, Klein & Klein PLLC

Key Points:

The petitioner is requesting to rezone the subject property from R-1, Single-Family Residential, and R-2, Two-Family Residential, to M-1, Light Industrial, for consistency with the requested future land use change and the active Construction & Demolition (C&D) landfill and materials recovery facility (MRF) uses on the 74.11-acre site, to the east, which the applicant also owns. The owner acquired the subject property as part of a land swap with the City in 2024.

A concurrent application to amend the Future Land Use of the subject property from Medium Intensity/Special District to Employment Center is also being requested (LUC25-0005).

Zoning and Land Use Details:

For the rezoning, there are several key factors to consider:

- The existing R-1 and R-2 zoning districts are not permitted within the proposed Employment Center Future Land Use (FLU). If the concurrent land use change is approved, a rezoning to a compatible zoning district is required.

- The proposed Employment Center FLU permits residential development only as part of an approved Planned Development (PD) district.

- The adjacent properties to the east and west are zoned M-1, Light Industrial.

- The proposed Employment Center FLU is consistent with nearby development to the west, such as part of the Ocala-Marion County Commerce Park.

- The existing C&D landfill and MRF industrial and neighboring uses are already serviced by city utilities.

Planning and Zoning Commission:

The proposed rezoning was presented to the Planning and Zoning Commission on October 13, 2025, with the associated land use change application (LUC25-0005). A member of the public expressed concerns about the smell associated with the neighboring C&D landfill use and questioned whether any studies had been conducted on the environmental and health impacts. The applicant's agent clarified that the associated rezoning to M-1, Light Industrial, would not permit the expansion of the landfill.

The Commission voted four to zero to recommend approval to the City Council.

FINDINGS AND CONCLUSIONS:

- The M-1, Light Industrial, zoning district is compatible with the surrounding area. Adjacent properties to the east and west are existing M-1 zoned properties.

- City utilities are available at this location, and no level of service issues have been identified for public facilities as a result of the zoning amendment.

- The proposed rezoning is consistent with the comprehensive plan and land development regulations.

Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:

The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes.
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report
- Case Map
- Aerial Map

ORDINANCE 2026-3

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING THE ZONING FROM R-1, SINGLE-FAMILY RESIDENTIAL, AND R-2, TWO-FAMILY RESIDENTIAL, TO M-1, LIGHT INDUSTRIAL, FOR CERTAIN PROPERTY LOCATED AT 2500 NW 31ST AVENEUE (PARCEL 21454-000-00), APPROXIMATELY 10.36 ACRES (CASE NO. ZON25-0012); PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATIONS AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING FOR AN EFFECTIVE DATE..

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The lands described below are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as M-1, Light Industrial:

A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE N89°31'15'W, ALONG THE NORTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 1491.54 FEET, TO ITS INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5884, AT PAGE 1115, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, PROCEED S00°30'30"W ALONG SAID NORTHERLY PROJECTION, 25.00 FEET, TO THE NORTHEAST CORNER OF SAID LANDS; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARIES OF SAID LANDS, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, CONTINUE S00°30'30"W, 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°30'30"W, 125.19 FEET; THENCE N89°34'40"W, 203.48 FEET; THENCE S00°28'08"W, 56.46 FEET; THENCE N89°34'40"W, 107.89 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT BEING ON THE EAST LINE OF LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5254, AT PAGE 867, OF SAID PUBLIC RECORDS; THENCE PROCEED S18°35'59"W ALONG SAID EAST LINE, A DISTANCE OF 197.20 FEET TO A POINT ON THE EAST LINE OF THE WEST 379.54 FEET OF THE EAST 2243.49 FEET OF THE AFOREMENTIONED NORTH 1/2 OF

THE SOUTHEAST 1/4; THENCE S00°31'39"W ALONG SAID EAST LINE, A DISTANCE OF 916.09 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE DEPARTING SAID EAST LINE, PROCEED N89°31'15"W ALONG SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED N00°31'39"E ALONG THE WEST LINE OF LANDS DESCRIBED IN WARRANTY DEEDS RECORDED IN O.R. BOOK 5884, PAGE 1115 AND O.R. BOOK 5850, PAGE 462, A DISTANCE OF 210.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN O.R. BOOK 5850, PAGE 462; THENCE S89°31'15"E ALONG THE NORTH BOUNDARY OF SAID LANDS, 40.46 FEET TO THE SOUTHERNMOST SOUTHWEST CORNER OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN O.R. BOOK 6397, PAGE 1000; THENCE N00°31'39"E ALONG THE SOUTHERNMOST WEST LINE OF SAID LANDS, A DISTANCE OF 210.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN O.R. BOOK 6435, PAGE 339; THENCE DEPARTING SAID WEST LINE, PROCEED N89°31'15"W ALONG THE SOUTH LINE OF SAID LANDS RECORDED IN O.R. BOOK 6435, PAGE 339, A DISTANCE OF 210.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT BEING ON THE WEST LINE OF THE EAST 2243.49 FEET OF THE AFOREMENTIONED NORTH 1/2 OF THE SOUTHEAST 1/4; THENCE N00°31'39"E ALONG SAID WEST LINE, A DISTANCE OF 845.47 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF N.W. 28TH STREET (A PROPOSED PUBLIC RIGHT-OF-WAY OF VARYING WIDTH); THENCE DEPARTING SAID WEST LINE, PROCEED S89°31'15"E, ALONG SAID RIGHT-OF-WAY LINE, 23.54 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 530.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, NORTHEASTERLY, 106.18 FEET, THROUGH A CENTRAL ANGLE OF 11°28'42" AND A CHORD BEARING AND DISTANCE OF N84° 44'24"E, 106.00 FEET, TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, NORTHEASTERLY, 94.16 FEET, THROUGH A CENTRAL ANGLE OF 11"28'42" AND A CHORD BEARING AND DISTANCE OF N84"44'24"E, 94.00 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S89"31'15"E, 529.47 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE WEST 112.86 FEET OF THE SOUTH 210.00 FEET OF THE LANDS DESCRIBED IN THE WARRANTY DEEDS RECORDED IN O.R. BOOK 5850, PAGE 462 AND PARCEL 1 OF O.R. BOOK 5884, PAGE 1115.

Section 2. Direction to Staff. The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions. The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing. It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance

is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier. It is the intention of the City Council of the City of Ocala, Florida that (1) the zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from R-1, Single-Family Residential, and R-2, Two-Family Residential, to M-1, Light Industrial, as to lands described in Section 1 of this ordinance; (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by City Council.

Section 7. This ordinance shall become effective upon the later of:

(1) Approval by the mayor, or upon becoming law without such approval; or

(2) The effective date of Ordinance No. 2026-_____ (Ref: Land Use Case LUC25-0005).

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2025.

By: _____
Ben Marciano
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2026-XX
Introduced: Click or tap to enter a date.
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

Rezoning Staff Report

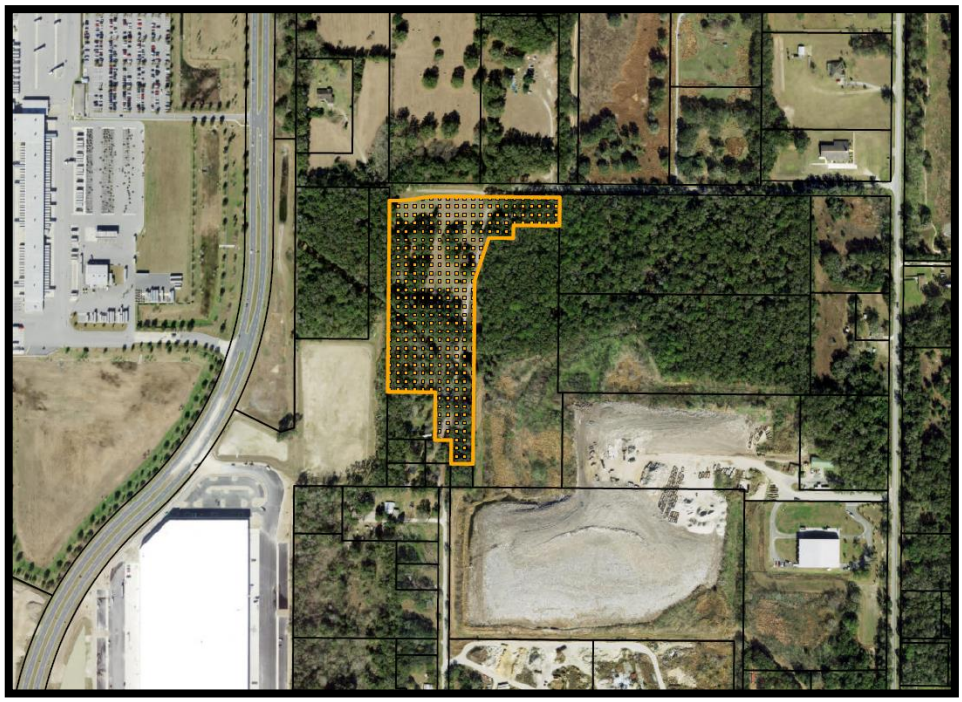
Case No. ZON25-0012
Planning & Zoning Commission: October 13, 2025
City Council (1st Reading): November 18, 2025
City Council (Adoption): December 2, 2025

Applicant:	Friends Recycling LLC
Property Owner:	Friends Recycling LLC
Project Planner:	Emily W. Johnson, AICP, Senior Planner
Amendment Request:	Seeking approval to rezone the subject property from R-1, Single-Family Residential, and R-2, Two-Family Residential, to M-1, Light Industrial

Parcel Information

Acres:	±10.36 acres
Parcel(s)#:	21454-000-00
Location:	2500 NW 31st Avenue
Existing use:	Vacant and undeveloped
Future Land Use Designation:	Medium Intensity/Special District
Zoning Designation:	R-1, Single-Family Residential & R-2, Two-Family Residential
Special District(s)/Plan(s):	West Ocala Community Plan – Main Street Mixed Use District
Approved Agreement(s):	First Amendment to Chapter 163 Development Agreement (approved January 16, 2024)
Associated Application(s):	Future Land Use Change to Employment Center (LUC25-0005)

Figure 1. Aerial Location Map



Section 1 - Applicant Request

The applicant is requesting to rezone the 10.36-acre site from R-1, Single-Family Residential, and R-2, Two-Family Residential to M-1, Light Industrial for consistency with the requested future land use change and the active Construction & Demolition (C&D) landfill and materials recovery facility (MRF) uses on the 74.11-acre site, to the east, which is also owned by the applicant..

The agent, Austin Dailey, Klein & Klein PLLC, is representing the applicant in this request.

Section 2 - Background Information

The subject property encompasses a total of approximately 10.36 acres. The current designations of the properties are:

Zoning: **R-1, Single-Family Residential** district is intended to preserve established single-family neighborhoods and to provide for new areas of low and moderate density single-family development.

R-2, Two-Family Residential district is intended to be of similar residential character to the single-family districts, but also permits two-family dwellings and two dwellings on one lot.

Future Land Use: **Medium Intensity/Special District**, a minimum of 5 and maximum of 30 dwelling units per acre, a minimum of 0.15 and maximum of 4.0 floor area ratio (FAR).

The owner acquired the subject property as part of a land swap with the city in 2024, which included several single-family properties at the time of the swap. Since the acquisition, the property owner has combined the parcels into one parcel of land totaling approximately 10.36 acres. The applicant has indicated no intention to utilize these properties for a potential expansion of the existing landfill. These properties have existing M-1, Light Industrial zoning to the east (common ownership) and west.

Table 1: Adjacent Property Information:

Direction	Future Land Use	Zoning District	Current Use
North (County)	Employment Center	A-1, General Agriculture R-E, Residential Estate R-1, Single-Family Dwelling	Existing enclave consisting of single-family residential and general agricultural uses
East	Medium Intensity/Special District	M-1, Light Industrial M-2, Medium Industrial	C&D Landfill and Materials Recovery Facility (Friends Recycling)
South	Medium Intensity/Special	R-2, Two-Family Residential	Single-family residence Vacant, undeveloped

	District	M-2, Medium Industrial	C&D Landfill and Materials Recovery Facility (Friends Recycling)
West	Medium Intensity/ Special District	M-1, Light Industrial R-1, Single Family Residential	Vacant, undeveloped

The subject property is accessed by NW 28th Street, an unclassified roadway connecting to NW 27th Avenue. North of the subject properties, existing single-family and general agricultural uses are located within a county enclave. Other uses in the area include construction service establishments to the south, the industrially developed Ocala-Marion County Commerce Park to the northwest, and the mixed-use West Oak Planned Development (PD) to the east.

Background - Adjacent Properties (common ownership): As indicated in this staff analysis section of this report, the intended development pattern anticipated by the Comprehensive Plan, Vision 2035, and West Ocala Vision & Community Plan (West Ocala Vision) has changed for the area West of NW 27th Avenue and North of NW 21st Street. As a result, it is relevant to consider the factors and actions associated with the properties in the surrounding area, particularly the adjacent properties to the east, which are under common ownership. Key points regarding these properties include:

- Continued operation of an existing C&D landfill and Materials Recovery Facility dating back to the early 1990s.
- 2009 effort to change the future land use category from Low Density Residential to Medium Industrial and rezone to M-2, Medium Industrial, was denied by the City Council.
- The 2035 Vision Plan was adopted in 2011, and the Friends Recycling facility was considered a nonconforming use.
- In the M-1, Light Industrial, and M-2, Medium Industrial, zoning districts, and the Florida Department of Environmental Protection (FDEP) permit for the landfill was expected to expire in 2023.
- August 16, 2022 – City approved land development regulation amendments to establish regulations for a MRF and C&D landfill.
- January 16, 2024 – City approved a Chapter 163 development agreement on the site, limiting height while increasing buffering.
- June 3, 2024 – Property owner granted extension of the FDEP permit (C&D Debris Disposal with Recycling) to June 3, 2029, for the operation of a C&D Debris Disposal and Recycling Facility.
- October 21, 2025, City approves transmittal to the State Department of Commerce for the transmittal of a future land use amendment on landfill and MRF property to change the future land use from Medium Intensity/Special District to Employment Center.

Section 3 – Staff Analysis

This report reviews the proposed rezoning for alignment with the city's comprehensive plan, including Ocala 2035 Vision, and relevant land development regulations.

The Ocala 2035 Vision established the basis for what would ultimately guide development and growth in the City of Ocala. Following the completion of the 2035 Vision, the comprehensive plan was

amended creating six total Future Land Use (FLU) categories. In doing so, new land uses were designated in this area considering both existing and future development. The 2035 Vision map indicated the surrounding area as a transitional area located between a Medium Low Intensity and Low Intensity urban form area. Thus, the subject property was designated as Medium Intensity/Special District to encourage redevelopment efforts.

Additionally, the 2035 Vision led to the creation of focus area plans. In 2015, the West Ocala Vision & Community Plan (West Ocala Vision) was adopted to establish goals for revitalization in the West Ocala area by focusing on preservation, infill development, and density management. The subject property and surrounding area are identified as the North Gate Way - Main Street Mixed Use District in the West Ocala Vision & Community Plan.

Pursuant to Sections 122-311 and 122-331, the single-family residential (R-1, R-1A, and R-1AA) districts are intended to preserve established single-family neighborhoods and to provide for new areas of low and moderate density single-family development, and the two-family residential (R-2) district is intended to be of similar residential character to the single-family districts, but also permits two-family dwellings and two dwellings on one lot. The existing development pattern north of NW 21st Street and west of NW 27th Avenue is largely industrialized in nature.

The applicant has submitted the requested amendment to unify the subject property with the adjacent landfill site. The intended use aligns with the M-1, Light Industrial, zoning district. The adjacent industrial development to the east and west are zoned M-1. Pursuant to Section 122-761, this zoning district is intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, and light manufacturing of finished or semi-finished products. Outdoor manufacturing is not permitted in the M-1 zoning district.

Consistency with Comprehensive Plan:

The requested rezoning is consistent with the following Objectives and Policies of the City of Ocala Future Land Use Element:

1. Future Land Use Element Policy 6.5: Employment Center. The intent of the Employment Center land use is to provide a regionally-important hub for business, enterprise, research and development, and employment activities. Employment Centers are generally single use districts, but may include more than one (1) use if there are appropriate buffers and transitions between complementary uses. Permitted uses shall include a primary use and may include a secondary use. Primary uses are industrial, office and commercial. Secondary uses are public, recreation, institutional, and residential, as well as educational facilities. There are no form requirements in this land use category.

   Access is primarily from major collectors, arterials, or limited-access highways. The primary modes of transportation include automobiles, trucks, freight rail, bus, and commuter rail transit. Provisions should be made for walking, bicycles, and transit.

   There is no minimum density and intensity in this future land use category. The maximum density and intensity before any incentives is 24 dwelling units per gross acre or 2.00 FAR. The location and application of incentives shall be set forth in the Land Development Code.

   Staff Comment:

   - *The applicant has submitted a concurrent application to change the future land use category to Employment Center.*

- *The requested Employment Center Future Land Use category allows for high-impact industrial uses. Additionally, Employment Center exists nearby, as properties to the west have been designated and developed as part of the Ocala-Marion County Commerce Park.*
- *The subject property is accessed via a local roadway, which connects to a collector roadway (NW 27th Avenue). This does not specifically align with the access as mentioned in Policy 6.5 for the subject property. However, the subject property is bounded by existing Employment Center land use, which fronts along NW 27th Avenue an urban collector roadway identified in the Transportation Element Map Series (Functional Classification of Roads map).*
- *The maximum density and intensity of the Employment Center FLU is 24 dwelling units per acre. Any residential development in this FLU requires a rezoning to a mixed-use Planned Development (PD) zoning district.*

2. Future Land Use Element Objective 14: The City shall continue existing regulations or adopt new regulations to ensure that development is consistent with the Future Land Use Map and are compatible with neighboring development, available services and facilities, and topography and soil conditions.

   Staff Comment:

   - *The requested land use amendment aligns with development in the surrounding and adjacent areas which currently have Employment Center FLU.*

Consistency with Land Development Regulations:

The requested rezoning is consistent with the following Sections of the City of Ocala Code of Ordinances:

1. Section 122-244 - *District criteria:* Zoning districts allowed under each land use classification.

Employment Center	O-1, OP, B-1, B-1A, B-2, B-2A, B-4, B-5, SC, **M-1**, M-2, M-3, G-U, INST, A-1, PD, FBC

   Staff Comment:

   The existing R-1 and R-2 zoning districts are not permitted within the requested Employment Center FLU. Should the concurrent land use change request be approved, a rezoning to a compatible zoning district is required. The requested M-1 zoning district is consistent with the requested Employment Center FLU designation.

Table 2: Existing and Proposed Zoning District Standards

	Zoning District	Intent and Purpose	Minimum Lot Area (square feet)	Maximum Building Height (feet)

Existing	R-1, Single-Family Residential	Intended to preserve established single-family neighborhoods and to provide for new areas of low and moderate density single-family development.	13,500	35-feet
Existing	R-2, Two-Family Residential	Intended to be of similar residential character to the single-family districts, but also permits two-family dwellings and two dwellings on one lot.	7,000	35-feet
Proposed	M-1, Light Industrial	Intended primarily for wholesale distribution, warehouse storage, research and development, showroom sales, and light manufacturing of finished or semi-finished products.	10,000	60-feet

Section 5 - Level of Service (LOS) Analysis

The maximum allowable density for the subject properties with the requested Employment Center land use is 248 dwelling units, with a maximum FAR of 902,563.2 square feet. In staff's review of rezoning petitions, conducting an analysis of LOS impact based upon maximum potential buildout (density/intensity) is not realistic. Additionally, further detailed LOS impact analysis will be required to address the specific proposed development as part of subsequent application review.

For this staff report, the following LOS analysis provides a review of the potential impact on public facilities based upon a typical light manufacturing/distribution type use that is consistent with the concurrent request of M-1, Ligh Industrial. Additional LOS analysis will be required at the time of expansion of the uses, or future redevelopment.

A. Required Public Facilities (adopted LOS standards in the comprehensive plan):

Transportation: The subject property is accessed by NW 28th Street, an unclassified roadway which connects to NW 27th Avenue. The 2023 congestion management data from the Ocala-Marion TPO for the affected roadway(s) is provided below.

- **Adopted LOS / Available Capacity:**

Road/ Street Name	Lanes	Speed Limit	Functional Classification	Adopted LOS	LOS Capacity	2023 AADT	Existing LOS
NW 27th Avenue	2	40	Collector	E	14,040	6,300	C

Developments proposing to generate 100 or more net new PM peak hour trips are required to submit a traffic study as part of the subdivision review.

LOS Impact: Additional trips are not contemplated as a result of the proposed rezoning. Specific traffic analysis will be required through a traffic study prior to any expansion of the existing uses or future redevelopment.

Potable Water: Nearby uses are currently serviced by City of Ocala Utilities. City utilities are available at this location; connections will be determined during the site plan review process. A city water main runs along NW 27th Avenue.

- *Adopted Level of Service (LOS) Potable Water:* 300 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 167 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of the City's water system is 24.4 million gallons daily (mgd).

LOS Impact: Additional demand is not contemplated as a result of the proposed rezoning. Water Resources staff has indicated the approximate daily flows are 17 mgd, leaving a remaining capacity of approximately 7.4 mgd; additional capacity analysis will be required at the time of site plan review for any expansion of the existing uses or future redevelopment.

Sanitary Sewer: Nearby uses are currently being serviced by City of Ocala Utilities. City utilities are available at this location; connections will be determined during the site plan review process. A city force main is available along NW 27th Avenue.

- *Adopted Level of Service (LOS) Sanitary Sewer:* 250 gallons per day (gpd) per equivalent residential unit (ERU), or the equivalent of 80 gallons per capita daily (gpcd).
- *Available Capacity:* Capacity is available. The permitted capacity of Water Reclamation Facility #2 is 6.5 million gallons daily (mgd) and the permitted capacity of Water Reclamation Facility #3 is 4.0 million gallons daily (mgd).

LOS Impact: Additional demand is not contemplated as a result of the proposed rezoning. Water Resources staff has indicated the approximate daily flows are 6.5 mgd leaving a remaining capacity of approximately 4 mgd; additional capacity analysis will be required at the time of site plan review for any expansion of the existing uses or future redevelopment.

Solid Waste: The subject property is located within the City's service area; refuse pickup will be determined during the site plan review process.

- *Adopted Level of Service (LOS) Solid Waste:* 0.0112 pounds per square foot of occupied building space per day for nonresidential development.

LOS Impact: Solid waste is transported to facilities outside of the city, the capacity of these facilities is under others jurisdiction.

Parks and Recreation Facilities:

- *Adopted Level of Service (LOS) Solid Waste:* 4.6 developed park acres per 1,000 population for each Regional Park Service Area (RPSA).
- *Available Capacity:* Capacity is available. The City's population of 69,283 requires 318.70 developed park acres. The city currently owns and maintains 622.27 developed park acres, pursuant to the Fall 2024 Activity Guide released by the Recreation and Parks Department.

LOS Impact: The anticipated industrial uses generally do not generate additional demand for parks. Additional capacity analysis will be required at the time of rezoning and site plan review, if a residential redevelopment is contemplated in the future.

B. Other Public Facilities:

The following public facilities do not have adopted Level of Service standards and are provided as additional information.

Stormwater: The subject property is partially located within FEMA Flood Zone "A". This is a Special Flood Hazard Area with a 1% annual chance of flooding (100-year floodplain). Portions of the subject properties were assessed during the Ocala Flood Study and determined to have a base flood elevation (BFE) of 64.00. Any future development must retain runoff on-site to match pre-development conditions. Facilities must be designed to provide flood protection for a 100 year, 24-hour storm event and subsequent 14-day recovery.

Electric: The subject properties are within the Ocala Electric Utility service territory.

Fiber: Service is not currently available at this location.

Fire Service: Ocala Fire Rescue Station #1 is located approximately 2.1 miles from the subject property. This distance exceeds the desired industry standard of 1.5 miles for fire service.

Schools: The proposed amendment is not anticipated to impact schools.

Staff Comment: Preliminary review of the Required Public Facilities does not indicate any capacity issues. Further LOS analysis will be required prior to any expansion or future redevelopment as part of subsequent site plan reviews.

Summary Staff Comments: *For consideration of the rezoning, there are several key factors to consider:*

- *The existing R-1 and R-2 zoning districts are not permitted within the proposed Employment Center FLU category. If the concurrent land use change is approved, a rezoning to a compatible zoning district is required.*
- *The proposed Employment Center FLU category only permits residential development as part of an approved Planned Development (PD) district.*
- *The adjacent properties to the east and west are zoned M-1, Light Industrial.*

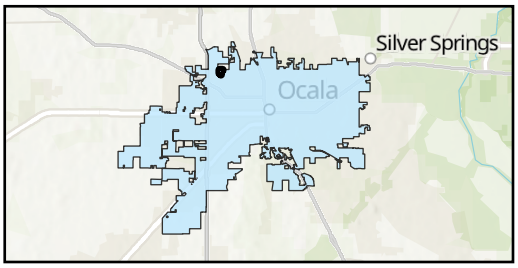
Section 6 - Staff Findings and Recommendation

- The M-1, Light Industrial, zoning district is compatible with the surrounding area. Adjacent properties to the east and west are existing M-1 zoned properties.
- City utilities are available at this location, and no level of service issues has been identified for public facilities as a result of the zoning amendment.
- The proposed rezoning is consistent with the comprehensive plan and land development regulations.

Staff Recommendation:	**Approval of ZON25-0012**

P&Z Meeting: 10/13/2025

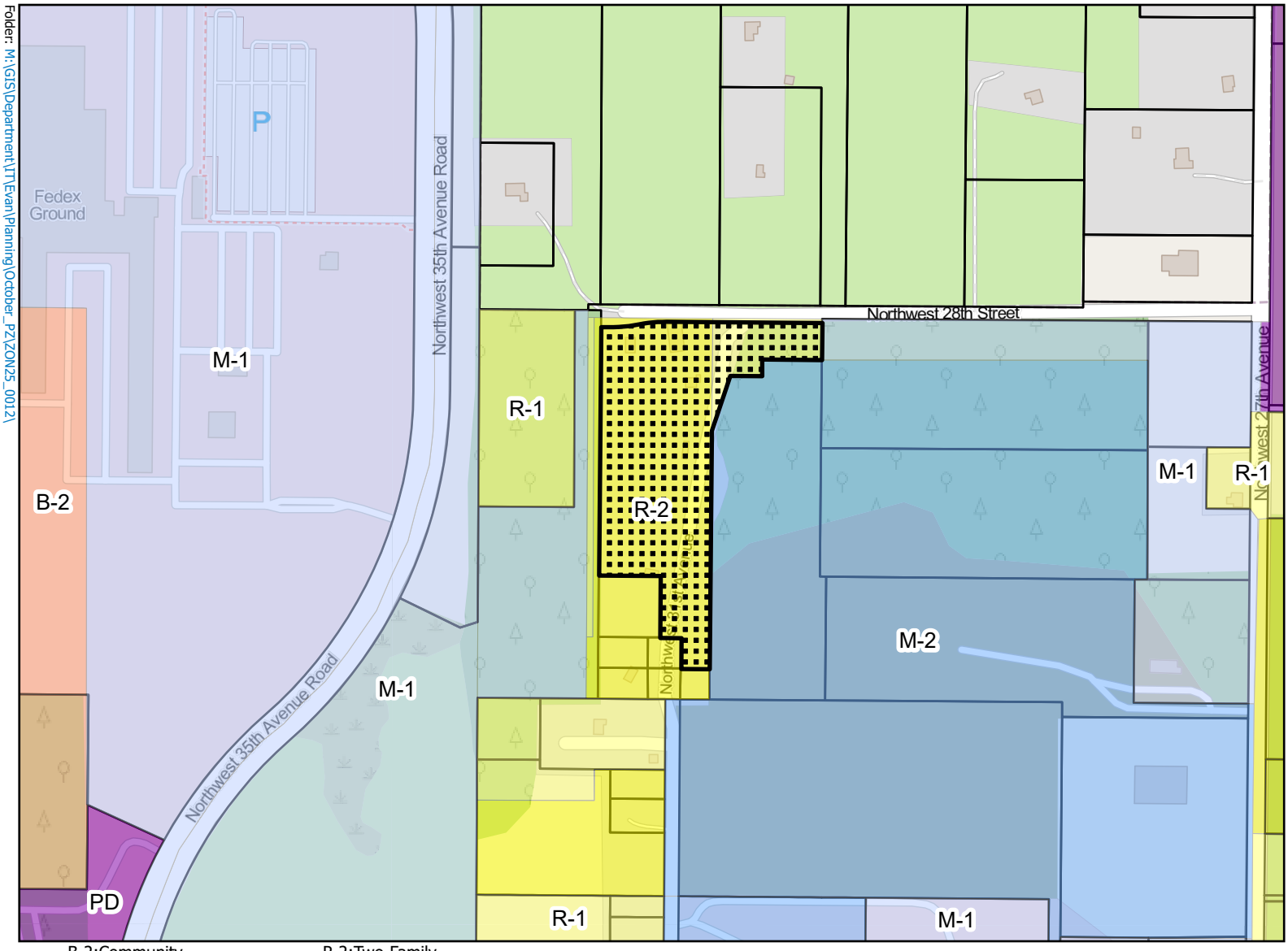
CASE MAP



Case Number: ZON25-0012

Parcel: 21454-000-00

Property Size: Approximately 10.36 Acres
Land Use Designation: Medium Intensity Special District
Zoning: R-1, Single-Family Residential and R-2, Two-Family Residential
Proposal: A request to rezone to M-1, Light Industrial



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OCALA

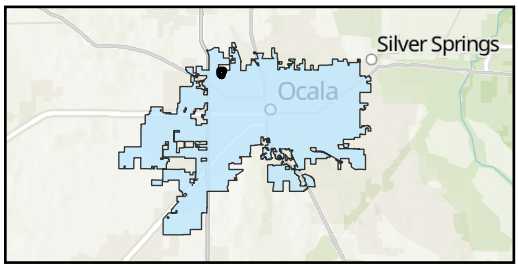
This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dep

by ekrepps on 9/9/2025

P&Z Meeting: 10/13/2025

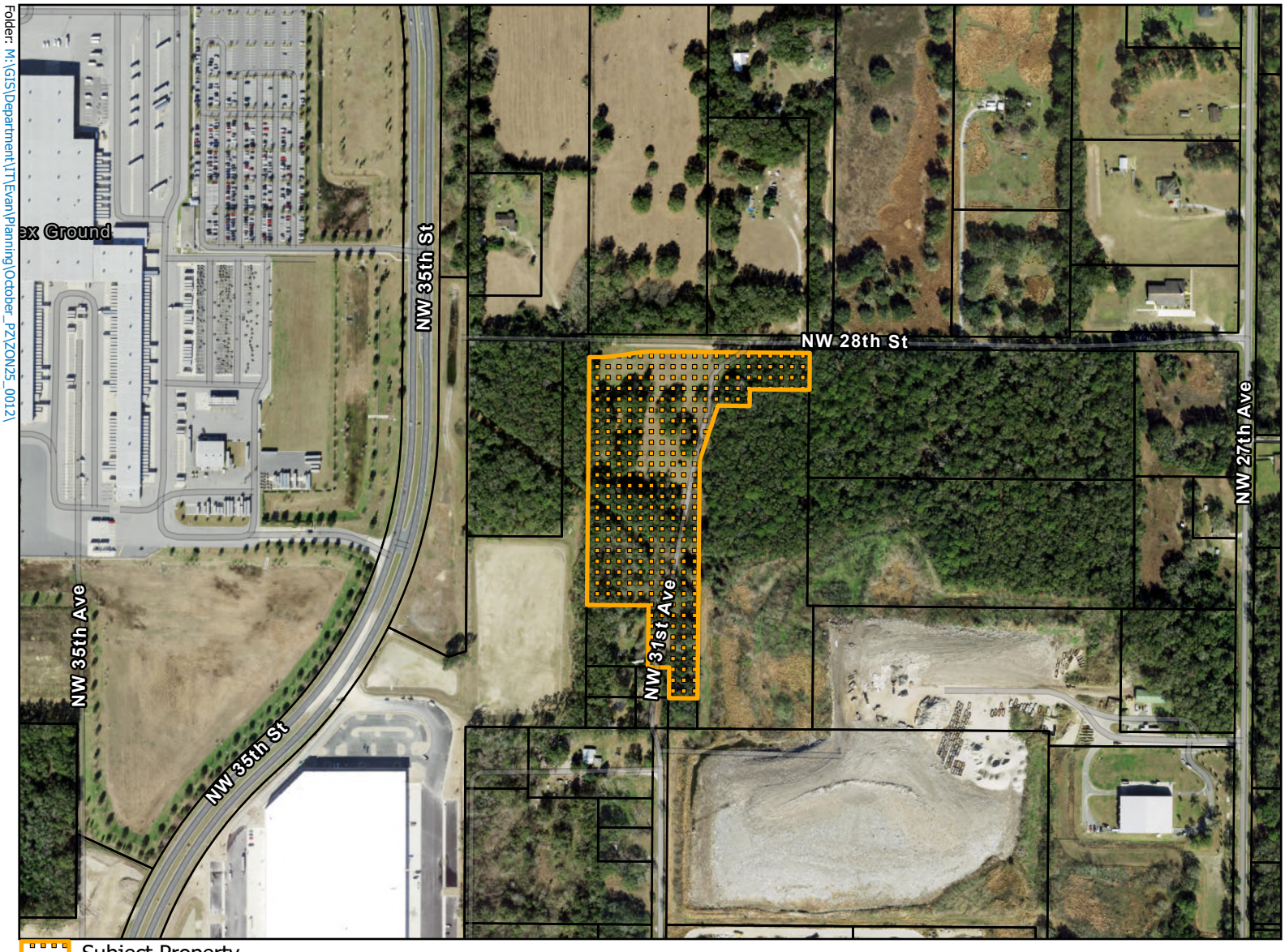
AERIAL MAP



Case Number: ZON25-0012

Parcel: 21454-000-00

Property Size: Approximately 10.36 Acres
Land Use Designation: Medium Intensity Special District
Zoning: R-1, Single-Family Residential and R-2, Two-Family Residential
Proposal: A request to rezone to M-1, Light Industrial



0 500 1,000 2,000 Feet

N

OCALA

This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries. All GIS data which is provided by the City of Ocala should be considered a generalized spatial representation which may be subject to revisions. The feature boundaries are not to be used to establish legal boundaries.For specific information contact the appropriate City of Ocala department or agency.

Prepared by the City of Ocala Growth Management Dept by ekrepps on 9/9/2025

File #: 2026-0176 Agenda Item #: 9a.

Submitted By: Michelle Taylor

Presentation By: Endira Madraveren

Department: Growth Management

FORMAL TITLE:
The sale of beer, wine and liquor for off-premises consumption for Virwa, Inc., doing business as, Spot on Liquors located at 1500 W Silver Springs Blvd Unit 1 (Parcel 28520-000-00)(Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Virwa, Inc., doing business as (dba), Spot on Liquors, is requesting a permit for the sale of beer, wine, and liquor at 1500 W Silver Springs Blvd, Unit 1 (Parcel 28520-000-00).

Applicant:	Virwa, Inc. dba, Spot on Liquors
Property Owner:	New Way Land, LLC
Address:	1500 W Silver Springs Blvd, Unit 1
Building area:	1725 square feet
Seats/employees:	Zero seats / four employees
Required parking:	Two spaces
Provided parking:	12 spaces
Outside Sound:	No

- **Police Presence:** There have been 105 calls for service at the location, 1500 W. Silver Springs Blvd (entire plaza) during the past two years, the majority of which are self-initiated security calls.
- **Request:** The purpose of this request is for approval of a State 3PS alcohol permit to allow the sale of beer, wine, and liquor for off-premises consumption for Virwa, Inc., dba Spot on Liquors. The hours will be Monday through Thursday from 10 a.m. to 11 p.m. and Friday through Saturday from 10 a.m. to 11 p.m., with Sundays being closed. (*Code of Ordinances Section 6-5 limits the hours and times during which alcoholic and intoxicating beverages may be sold, consumed or served, or permitted to be served or consumed, in any place or on any premises defined as a business establishment as follows: for each day of*

the week except Sunday, between the hours of 7 a.m. and 2 a.m. the following days. On Sunday, Alcoholic beverages may be sold for consumption on the premises only, between the hours of 11 a.m. and 2 a.m. on Monday; and beer, ale, and wine may be sold in sealed containers for consumption off the premises only, between the hours of 7 a.m. on Sunday and 2 a.m. on Monday.)

- **Staff Comments:** Comments were requested from Growth Management, Police, and Fire Departments, and legal review by the City Attorney. No comments or objections were received.

FINDINGS AND CONCLUSIONS: This request is for a provisional location permit, subject to the applicant satisfying the requirements of the City's Code of Ordinances Section 6-32(d) to obtain their appropriate state-issued license.

Proximity to schools, churches, and daycare centers: There is one within the 500-foot radius -Intimacy House of Prayer

Proximity to other Alcohol Beverage Establishments: There are none within the 500-foot radius.

Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item will be reviewed by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

GROWTH MANAGEMENT DEPARTMENT
DEVELOPMENT SERVICES
201 SE 3rd Street, Second Floor, Ocala, FL 34471
Phone: (352) 629-8487
licensing@ocalafl.gov | www.ocalafl.gov

ALCOHOL PERMIT

- Public Hearing - **$350.00** for new location + **$50.00** Sign Deposit (Refundable after the council hearing and if sign is in the same condition as when posted.)
- Change of ownership/leaseholder - **$200.00**

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1. Name of Applicant(s): Virwa Inc
(Must be identical to applicant name provided on the State of Florida Alcohol Beverage License application made by the applicant pursuant to Florida Statute, §561.17. Any variation will automatically void any issued location permit.)

Address of Applicant(s): 2609 NE 28th Ave

City Ocala State FL Zip Code 34470 Phone # 954 647 4626

Fax # _____ Email address _____

2. Form of Applicant Business: (Check one)
   - Florida corporation ✓
   - Foreign corporation _____
   - Partnership _____
   - LLC _____
   - Sole Proprietorship _____
   - Other: _____
   - (Specify type and State of organization) _____

3. Partners: (Names of all partners in partnership and percentage financial interest of each Partner) [Attach additional pages if necessary]

4. Corporate Officers: (Names of all corporate officers and shareholders and percentage financial interest of each shareholder of the outstanding corporate stock if a Florida or Foreign Corporation or LLC) {Shareholder information not required for publicly traded corporations} [Attach additional pages if necessary]

Shoaib Shikarporia SHIKARPORIA, SHOAIB	50 %.
Zarian Shikarporia SHIKARPORIA, ZARIAN	50 %.

5. Name under which business will be conducted: Spot On Liquors

6. Is there a business there now? No

If yes, name of business: —

7. a. Location Address: 1500 W Silver Springs Suite 1 & 2

City Ocala State FL Zip Code 34475

. b. Parcel account number(s) [from tax roll]: 28520-000-00

c. Section 18 Township 15 Range 22 Size of Property 1725 Square foo

d. Legal Description: (Please attach)

NOTE: It shall be the applicant's responsibility to provide the correct legal description for the subject property. The application will not be processed until a correct legal description is provided.

8. Business mailing address: 2609 NE 28th Ave

City Ocala State FL Zip Code 34470 Phone # 954 647 4626

Fax # _____ Email address

9. Hours of Operation: Monday - Thrusday 10AM to 11PM
Friday - Saturday 10AM. to 12AM.

Permit No. _____

10. Permit use description:

- [ ] on premises consumption/bar
- [ ] on premises consumption/restaurant
- [ ] on premises consumption/outside enclosed building
- [x] off premises consumption
- [ ] on and off premises consumption

11. State License Type (specify): 3PS

12. Property Owner: Metro Plaza Management LLC

Property owner's address: 10730 N 56th St, Suite 200

City Temple Terrace State FL Zip Code 33617 Phone # 813-308-0000

Fax # _____ Email address _____

13. The following items are required to complete this application, prior to advertisement (required for a public hearing in order to issue a location permit for profit special events):

a. If applicant is not the property owner, attach written consent from owner for application; also, if owner's name does not appear on the Marion County tax rolls, please attach a copy of the deed showing owner's title.

b. Business owner's signature notarized; also signature of agent, if applicable.

c. The appropriate fee in cash, Visa, MasterCard or check (Payable to the City of Ocala).

d. Must provide to the Planning & Zoning Division a copy of the vendor's state issued Alcoholic beverage license within a period of 90 days of alcohol permit approval or the alcohol permit will be automatically voided and of no legal effect.

e. A sketch or a drawing will need to be submitted that reflects the:

- Ingress/Egress to the building
- The number of parking spaces
- The building square foot

f. If on premise consumption:

- How many stools/seats will be provided in the establishment? -
- What is the square footage of the building? 1725 +/-
- How many employees will you have on maximum shift? 4
- How many parking spaces are there? 12 +

Permit No. _____

ATTENDANCE at the public hearing by the applicant or agent (as designated in writing) **IS MANDATORY**

I, Zarian Shikarporia, being first duly sworn, affirm and say that I understand that my request will not be considered unless all the information required by this application is submitted. I further certify that all statements made in this application are true to the best of my knowledge and that any incorrect information will void the location permit, if issued.

Applicant, Business or Agent's Signature **(Must be actual applicant if sole proprietorship, partner if applicant is partnership or corporate Officer if applicant is corporation)**

Zarian Shikarporia
Printed Name

2645 NE 25th St — Address

Ocala FL 34470 — City, State, Zip Code

State of Florida

County of Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27, day of October, 20 25,

by Zarian Shikarporia, as owner for Spot On Liquors.

Signature of Notary Public

JANIECE LUCKY
MY COMMISSION # HH 579965
EXPIRES: August 8, 2028

Print/Type/Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced DL 2140

Revised 10/9/24

Permit No. _____

INFORMATION REGARDING ALCOHOLIC BEVERAGE LOCATION PERMITS

When applying for a permit an applicant may seek more than one type of location permit for the same location, as described in the application form.

A location permit granted by the City may be granted to an individual, group of individuals or any legal entity recognized by the State of Florida, but any such permit granted shall not be transferable to another party or to a location other than that described in the original application.

A public hearing is required to be held by the city council for new location permits. If a location permit was issued after January 1, 2008, the building director may approve the request without the requirement for a public hearing.

The building director may approve or deny a location permit pursuant to Section 6-33(g):

(1) A bona fide nonprofit civic organization for on-premise consumption for a special event;
(2) An existing site with a location permit changing ownership;
(3) An existing site with a location permit changing the type of permit; or
(4) A former site with a location permit issued after January 1, 2008, seeking a new permit.

Applicants requesting on-premise consumption outside an enclosed building shall submit an application for a public hearing. A site plan must be submitted with the application and shall be reviewed by the building, planning and fire departments. The notice for the public hearing shall conform to the requirements as indicated in Section 3-25, paragraph (c). At the public hearing, the city council shall consider this request as a separate issue and shall be guided by the criteria listed below:

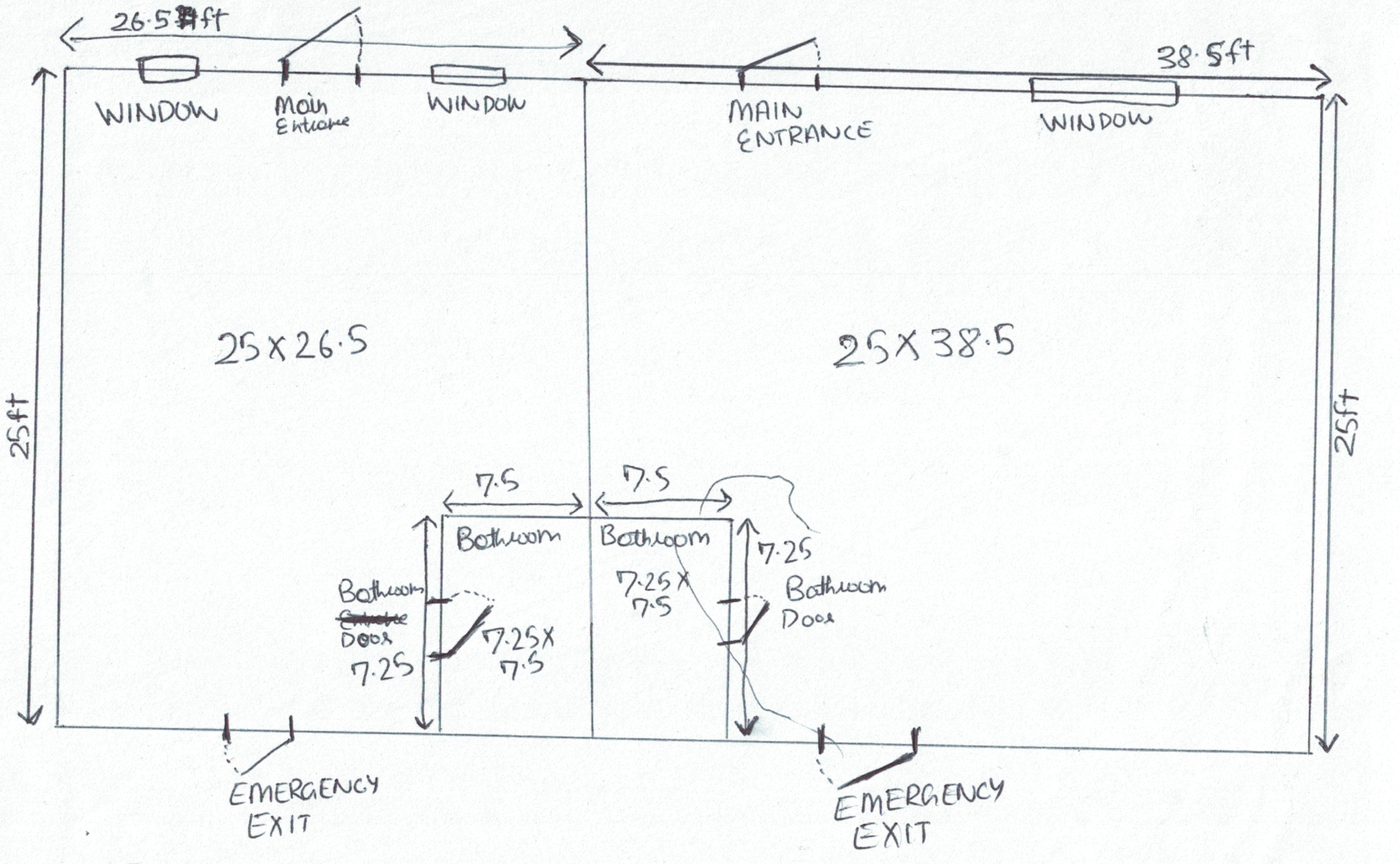
(1) The size and location of the portion of property to be used for outside consumption;
(2) Ingress/egress to the outside area;
(3) The proximity of the outside area to schools, churches, public recreation areas, public buildings and areas of public assembly, taking into consideration noise and light intrusion;
(4) The proximity of the outside area to established residential areas, taking into consideration noise and light intrusion;
(5) The proximity of the establishment to other establishments operating outside consumption;
(6) Hours of operation; and
(7) Screening and buffering.

Excessive or disturbing noise is a violation of Section 34-171 of the City's Code of Ordinances. The Ocala Police Department may terminate any event which is considered to be in violation of this code. A fine may be imposed for contravention of the noise regulation.

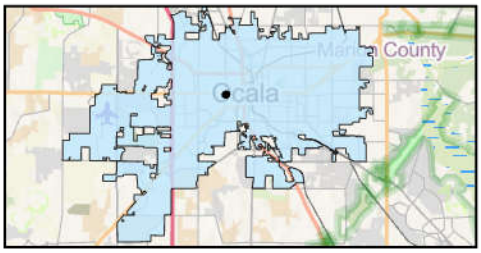
Signature

Revised 10/9/24

Specially abled Parking	~~Speciality~~ Parking 1	Parking 2	Parking 3	Parking 4	Parking 5	Parking 6



CASE MAP



Case Number: AL25-0852

Parcel: 28520-000-00
Business Name: Spot on Liquors

Property Size: Approximately 0.59 Acres
Land Use Designation: Medium Intensity/Special District
Zoning: FBC, Form Based Code
Proposal: New business requesting an alcohol permit.

Intimacy House of Prayer

Spot on Liquors

0 190 380 760 Feet

N

OCALA

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Prepared by the City of Ocala Growth Management Dept by ekrepps on 10/23/2025

Ocala Police Department
402 S. Pine Avenue
Ocala, FL 34471

Location Report

10/14/2023 to 10/14/2025

1500blk W Silver Springs Blvd

Incident #	Location		Date	Agency
Accident				
202500034162	1500blk W Silver Springs Blv		03/09/2025	OPD
Total for Type	**1**			
Accident-Short Form				
202300154074	1500 W Silver Springs Blvd		10/20/2023	OPD
Total for Type	**1**			
Alarm				
202400067828	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	05/22/2024	OPD
202400068053	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	05/23/2024	OPD
202400073049	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	06/03/2024	OPD
202400122478	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	09/16/2024	OPD
202400140530	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	10/22/2024	OPD
202500052375	1500 W Silver Springs Blvd	Designers Kloset	04/10/2025	OPD
202500093786	1500 W Silver Springs Blvd		06/21/2025	OPD
202500136293	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	09/03/2025	OPD
Total for Type	**8**			
Assist Other Agency				
202500097685	1500BLK W Silver Springs B		06/29/2025	OPD
Total for Type	**1**			
Battery				
202400057777	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	05/01/2024	OPD
Total for Type	**1**			
Bicycle Violation				
202400041785	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	03/27/2024	OPD
Total for Type	**1**			
Citizen Assist				
202300164448	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	11/08/2023	OPD
202400003478	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	01/08/2024	OPD
202400147839	1500 W Silver Springs Blvd	Designers Kloset	11/07/2024	OPD
202500117423	1500blk W Silver Springs Blv		08/02/2025	OPD
Total for Type	**4**			
Driv W/License Susp/Revok				
202500041396	1500blk W Silver Springs Blv		03/22/2025	OPD
202500001981	1500BLK W Silver Springs B		01/04/2025	OPD
202400120872	1500BL W Silver Springs Blv		09/13/2024	OPD
202400004680	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	01/10/2024	OPD
Total for Type	**4**			
Faulty Equipment Citation				
202500010308	1500blk W Silver Springs Blv		01/21/2025	OPD
Total for Type	**1**			
Field Interrogation Rpt				
202500013767	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	01/28/2025	OPD
202400041794	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	03/27/2024	OPD
Total for Type	**2**			
Harassing Phone Call				
202500047213	1500 W Silver Springs Blvd	Designers Kloset	04/01/2025	OPD

Incident #	Location		Date	Agency
Total for Type	**1**			
Improper Change Of Lane				
202500061012	1500BLK W Silver Springs B		04/25/2025	OPD
Total for Type	**1**			
Narcotic Poss. - Felony				
202500085197	1500blk W Silver Springs Blv		06/06/2025	OPD
Total for Type	**1**			
Other Tag Violation				
202500147344	1500BLK W Silver Springs B		09/24/2025	OPD
202300172822	1500BLK W Silver Springs B		11/24/2023	OPD
202300183554	1500blk W Silver Springs Blv		12/15/2023	OPD
202500020478	1500blk W Silver Springs Blv		02/11/2025	OPD
Total for Type	**4**			
Other Traffic Offenses				
202500018112	1500blk W Silver Springs Blv		02/06/2025	OPD
202500006772	1500blk W Silver Springs Blv		01/14/2025	OPD
202400172545	1500BLK W Silver Springs B		12/31/2024	OPD
202400120809	1500BLK W Silver Springs B		09/13/2024	OPD
202400109128	1500blk W Silver Springs Blv		08/20/2024	OPD
202300173374	1500blk W Silver Springs Blv		11/25/2023	OPD
202400037246	1500blk W Silver Springs Blv		03/17/2024	OPD
202400046197	1500BLK W Silver Springs B		04/06/2024	OPD
Total for Type	**8**			
Pedestrian Violation				
202400129009	1500blk W Silver Springs Blv		09/30/2024	OPD
Total for Type	**1**			
Radar				
202400079253	1500blk W Silver Springs Blv		06/16/2024	OPD
202400055623	1500blk W Silver Springs Blv		04/26/2024	OPD
202400035806	1500blk W Silver Springs Blv		03/14/2024	OPD
202500151216	1500blk W Silver Springs Blv		09/30/2025	OPD
Total for Type	**4**			
Ran Stop Sign				
202400061041	1500BLK W Silver Springs B		05/08/2024	OPD
202400080216	1500BLK W Silver Springs B		06/18/2024	OPD
Total for Type	**2**			
Registration Violation				
202400087663	1500blk W Silver Springs Blv		07/05/2024	OPD
202500025231	1500blk W Silver Springs Blv		02/20/2025	OPD
202400035870	1500blk W Silver Springs Blv		03/14/2024	OPD
202500117221	1500blk W Silver Springs Blv		08/01/2025	OPD
Total for Type	**4**			
Security Duty				
202500117366	1500 W Silver Springs Blvd		08/02/2025	OPD
202500103454	1500 W Silver Springs Blvd		07/08/2025	OPD
202500128734	1500 W Silver Springs Blvd		08/21/2025	OPD
202500132445	1500 W Silver Springs Blvd		08/27/2025	OPD
202500135520	1500 W Silver Springs Blvd		09/01/2025	OPD
202500141925	1500 W Silver Springs Blvd		09/14/2025	OPD
202500144595	1500 W Silver Springs Blvd		09/19/2025	OPD
202500094092	1500 W Silver Springs Blvd	Ocala Chiropratic And Injury	06/22/2025	OPD

Incident #	Location		Date	Agency
202500056557	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	04/18/2025	OPD
202500059371	1500blk W Silver Springs Blv		04/23/2025	OPD
202500041456	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	03/22/2025	OPD
202500046348	1500 W Silver Springs Blvd		03/31/2025	OPD
202500046913	1500 W Silver Springs Blvd		04/01/2025	OPD
202500053800	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	04/13/2025	OPD
202500053849	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	04/13/2025	OPD
202300188579	1500Blk W Silver Springs Blv		12/27/2023	OPD
202400040450	1500 W Silver Springs Blvd		03/25/2024	OPD
202400042458	1500 W Silver Springs Blvd		03/29/2024	OPD
202300153824	1500 W Silver Springs Blvd		10/20/2023	OPD
202400062426	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	05/11/2024	OPD
202400046223	1500 W Silver Springs Blvd		04/06/2024	OPD
202300177686	1500 W Silver Springs Blvd		12/04/2023	OPD
202300181869	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	12/12/2023	OPD
202400007942	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	01/16/2024	OPD
202400011894	1500 W Silver Springs Blvd		01/24/2024	OPD
202400012065	1500 W Silver Springs Blvd		01/24/2024	OPD
202400015180	1500 W Silver Springs Blvd		01/30/2024	OPD
202500007858	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	01/16/2025	OPD
202500011192	1500blk W Silver Springs Blv		01/23/2025	OPD
202400132911	1500 W Silver Springs Blvd		10/07/2024	OPD
202500003220	1500blk W Silver Springs Blv		01/07/2025	OPD
202400115336	1500 W Silver Springs Blvd		09/03/2024	OPD
202400117486	1500BLK W Silver Springs B		09/07/2024	OPD
202400117915	1500 W Silver Springs Blvd		09/08/2024	OPD
202400102201	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	08/06/2024	OPD
202400106535	1500 W Silver Springs Blvd		08/15/2024	OPD
202400108616	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	08/19/2024	OPD
202400108773	1500 W Silver Springs Blvd		08/20/2024	OPD
202400108807	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	08/20/2024	OPD
Total for Type	**39**			
Speeding				
202400028380	1500blk W Silver Springs Blv		02/27/2024	OPD
202400034668	1500blk W Silver Springs Blv		03/11/2024	OPD
202300155848	1500blk W Silver Springs Blv		10/23/2023	OPD
Total for Type	**3**			
Street Obstruction				
202300183582	1500 W Silver Springs Blvd		12/15/2023	OPD
202400055784	1500blk W Silver Springs Blv		04/26/2024	OPD
Total for Type	**2**			
Suspicious Person				
202400086345	1500BLK W Silver Springs B		07/03/2024	OPD
202400093230	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	07/17/2024	OPD
202400124124	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	09/19/2024	OPD
Total for Type	**3**			
Suspicious Vehicle				
202500013684	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	01/28/2025	OPD
Total for Type	**1**			
Trespass Warning				
202500053870	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	04/13/2025	OPD

Incident #	Location		Date	Agency
Total for Type	**1**			
Verbal Warning Bf				
202500062835	1500BLK W Silver Springs Bl		04/28/2025	OPD
Total for Type	**1**			
Verbal Warning Bm				
202300186831	1500blk W Silver Springs Blv		12/23/2023	OPD
Total for Type	**1**			
Verbal Warning Hm				
202500089644	1500 W Silver Springs Blvd	Metro PCS by T Mobile-Cell	06/13/2025	OPD
Total for Type	**1**			
Verbal Warning Wf				
202500113691	1500BLK W Silver Springs B		07/26/2025	OPD
Total for Type	**1**			
Verbal Warning Wm				
202300190816	1500BLK W Silver Springs Bl		12/31/2023	OPD
Total for Type	**1**			
Window Tint Violation				
202400061782	1500blk W Silver Springs Blv		05/09/2024	OPD
Total for Type	**1**			
Total Calls for Service	**105**			

Metro Plaza Management LLC

10730 North 56th Street, Suite 200, Temple Terrace, FL 33617

(813) 308-0000

Virwa inc.
2645 NE 25th St Ocala FL 34470]
954-647-4626

Date:

To Whom It May Concern,

Property Owner Consent for Liquor Sales

I, Fadi mabarek, am the legal owner of the property located at:

New Way Land LLC
1500 W Silver Springs suite 1-2

Ocala, FL 34475

I hereby grant my full consent and authorization to my tenant, **Zohrian Shikarporia as Virwa Inc,** to apply for and maintain all necessary licenses and permits required to **sell alcoholic beverages (liquor, beer, and/or wine)** at the above-mentioned premises.

This consent is being provided to support the tenant's application with the appropriate local and state alcohol regulatory agencies. I understand and acknowledge that the sale of alcohol on the premises will be conducted by the tenant and that they will be solely responsible for complying with all laws, ordinances, and regulations related to the sale and service of alcoholic beverages.

Sincerely,

Notary Public Signature: _____

Print Name: Gina Lara

My commission expires: 6/15/27

(Seal)

GINA LARA
Notary Public - State of Florida
Commission # HH 368825
My Comm. Expires Jun 15, 2027
Bonded through National Notary Assn.

Metro Plaza Management LLC

10730 North 56th Street, Suite 200, Temple Terrace, FL 33617

(813) 308-0000

Virwa inc.
2645 NE 25th St Ocala FL 34470]
954-647-4626

Date:

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Sincerely,

Notary Public Signature: _____

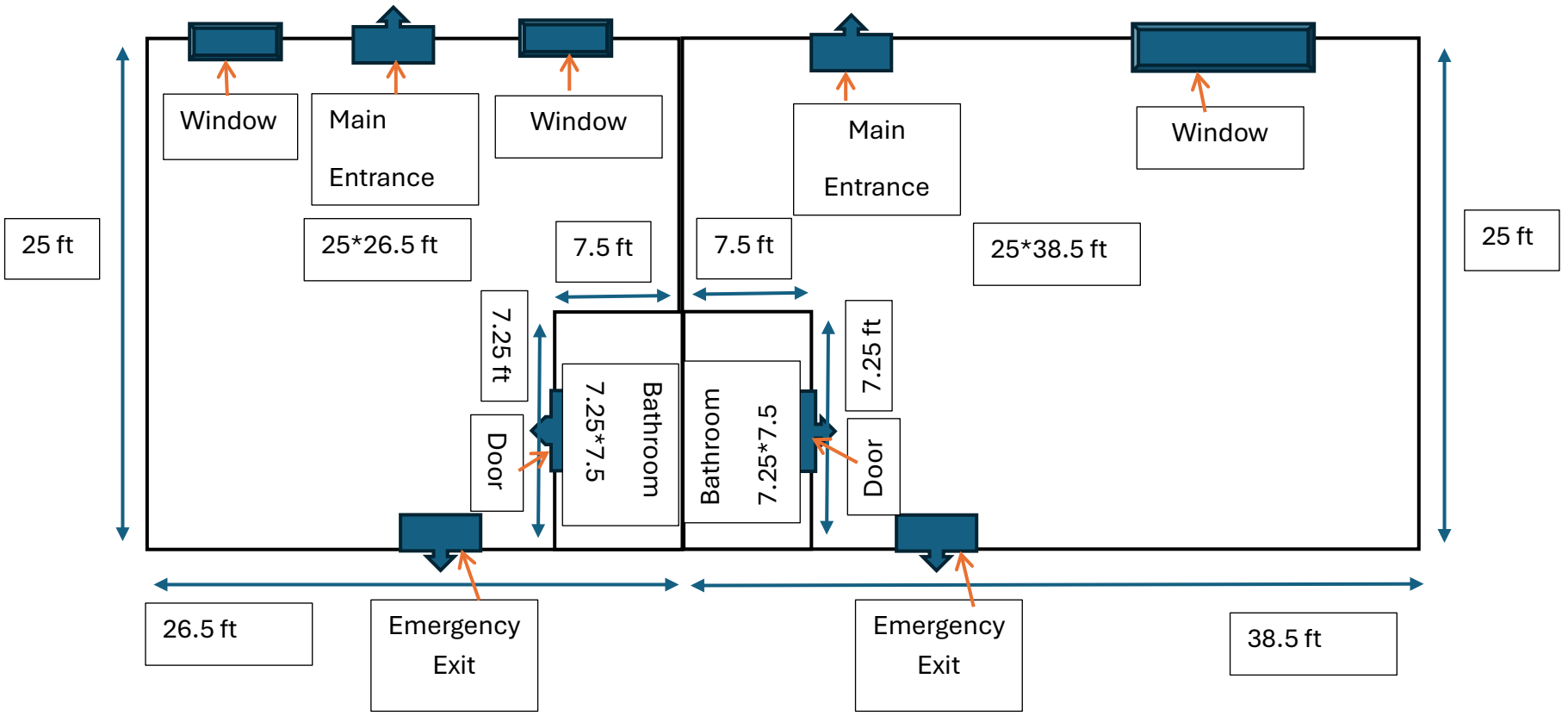
Print Name: Gina Lara

My commission expires: 6/15/27

(Seal)

GINA LARA
Notary Public - State of Florida
Commission # HH 368825
My Comm. Expires Jun 15, 2027
Bonded through National Notary Assn.

Parking Spot 1	Parking Spot 2	Parking Spot 3	Parking Spot 4	Parking Spot 5	Parking Spot 6



File #: 2026-0112 Agenda Item #: 10a.

Submitted By: Shantel Bynes

Presentation By: Kenneth Jamerson

Department: Ocala Fiber Network

FORMAL TITLE:
Cooperative purchasing agreement to Geograph Technologies, LLC, for the acquisition of CrescentLink fiber network design software and related services with an aggregate expenditure of $106,200

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Since its inception, Ocala Fiber Network (OFN) has operated using Ocala Electric Utility's ArcFM software system, which was developed for electric utility operations and offers limited support for telecommunications fiber design. As the fiber optic network continues to grow, OFN requires a more specialized platform designed to meet the evolving needs of a modern telecommunications infrastructure.

To that end, OFN has conducted a thorough evaluation of fiber-specific design software. During a strategic review by Uptown Services, LLC, it was recommended that OFN adopt a standalone Geographic Information Systems (GIS) platform tailored to fiber network design. Uptown specifically recommended CrescentLink, citing its robust capabilities and alignment with OFN's long-term goals.

Following this recommendation, OFN collaborated with the City's Information Technology Department to evaluate CrescentLink. A product demonstration was conducted and both teams found CrescentLink to not only meet OFN's technical requirements, but to also integrate seamlessly with the City's existing GIS infrastructure.

FINDINGS AND CONCLUSIONS:
On October 8, 2025, Procurement and Contracting approved OFN's request to piggyback the contract awarded to Geograph Technologies, LLC (Geograph) by Chesapeake, Virginia, for CrescentLink software and related services. The City of Chesapeake competitively solicited these goods and services under its Request for Proposals No. 25-068-6328. Three vendors responded to the solicitation and on January 27, 2025, a contract was awarded to Geograph Technologies, LLC. The original contract was awarded for a term of five years from

January 8, 2025, through January 28, 2030, with five (5) one-year renewal options available upon mutual written agreement between the parties.

Geograph has agreed to extend pricing and services to the City of Ocala under the same terms and conditions as the Chesapeake agreement. The five-year expenditure of $106,200 has been calculated based on the annual subscription rate listed on page 148 of the contract. This pricing is fair and reasonable according to OFN staff.

Staff recommends approval.

TOTAL ANNUAL SUBSCRIPTION AMOUNT (SOFTWARE & SUPPORT) - Year 1	$18,000
TOTAL ANNUAL SUBSCRIPTION AMOUNT (SOFTWARE & SUPPORT) - Year 2	$18,000
TOTAL ANNUAL SUBSCRIPTION AMOUNT (SOFTWARE & SUPPORT) - Year 3	$19,800
TOTAL ANNUAL SUBSCRIPTION AMOUNT (SOFTWARE & SUPPORT) - Year 4	$21,600
TOTAL ANNUAL SUBSCRIPTION AMOUNT (SOFTWARE & SUPPORT) - Year 5	$24,000
TOTAL FIRST YEAR ONE-TIME COSTs (TRAINING)	$4,800

FISCAL IMPACT:
Funds are allocated in account 490-031-286-539-53-52045 - S/Ware-Subscript Based (SBITA). Expenditures will be tracked under Munis Contract No. OFN/260069.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

COOPERATIVE PURCHASING AGREEMENT FOR FIBER OPTIC NETWORK ASSET MANAGEMENT SOFTWARE

THIS COOPERATIVE PURCHASING AGREEMENT FOR FIBER OPTIC NETWORK ASSET MANAGEMENT SOFTWARE ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **GEOGRAPH TECHNOLOGIES, LLC**, a limited liability company duly organized in the state of South Carolina and authorized to do business in the state of Florida (EIN: 82-5526557) ("Contractor").

WHEREAS, after a competitive procurement process, the City of Chesapeake, Virginia (Chesapeake) entered into a contract with Geograph Technologies, LLC for the provision of fiber optic network asset management software, City of Chesapeake contract number 25-068-6328 (the "Chesapeake Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of fiber optic network asset management software pursuant to essentially the same terms and conditions provided under the Chesapeake Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the Chesapeake Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:

   A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Fiber Optic Network Asset Management Software as it may from time to time be amended or modified pursuant to its terms and provisions.

   B. **Chesapeake Agreement:** shall mean the contract between the City of Chesapeake and Geograph Technologies, LLC and its exhibits, as amended and attached hereto as **Exhibit A – Chesapeake Agreement.**

3. **INCORPORATION OF CHESAPEAKE AGREEMENT.** The Chesapeake Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Chesapeake Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.

4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   Exhibits to Agreement: The Exhibits to this Agreement are as follows:
   A. Exhibit A: Chesapeake Agreement (A-1 through A-167)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Chesapeake Agreement are modified and replaced, in their entirety, as follows:
   A. The terms "City of Chesapeake," or "City" shall be replaced and intended to refer to the "City of Ocala."
   B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **ONE HUNDRED SIX THOUSAND, TWO HUNDRED AND NO/100 DOLLARS ($106,200)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Chesapeake Agreement**.
   C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **NOVEMBER 19, 2025** and continue through and including **JANUARY 27, 2030**.
   D. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **Ocala Fiber Network**, 3001 NE 21st Street, Ocala, Florida 34470, Attn: **Kenneth Jamerson** E-Mail: kjamerson@ocalafl.gov; Office: 352-401-6923.
   E. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
   F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
   G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **COMMERCIAL AUTO LIABILITY INSURANCE**. Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

   A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

   B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

   C. Policy must include coverage for contractual liability and independent contractors.

   D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

   A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

   B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

   C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

9. **ADDITIONAL INSURANCE REQUIREMENTS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain

or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 Contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Geograph Technologies, LLC Attention: Joe Caldwell 103 West Main Street Easley, South Carolina 29640 Phone: 800-674-4803 ext. 3 E-mail: ar@geograph.tech
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY

ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen Dreyer
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

GEOGRAPH TECHNOLOGIES, LLC

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Chesapeake VIRGINIA

CONTRACT MODIFICATION AGREEMENT

Date:	September 25, 2025
Contract No.:	25-068-6328
Commodity:	Fiber Optic Network Asset Management Software
Modification No.:	1
Issued By:	Kim White, Procurement Specialist I City of Chesapeake Purchasing Division 306 Cedar Road, 5th Floor Chesapeake, Virginia 23322 Phone: (757) 382-6359
Contractor:	Geograph Technologies, LLC 103 W. Main Street Easley, SC 29640
Attn:	Grey Pittman grey.pittman@geograph.tech

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

Pursuant to Section 14. General Terms and Conditions, Item 14.17. Change to the Contract, the subject Contract is being modified to replace the cooperative language under Section 15. Special Terms and Conditions, Item 15.6. Cooperative Procurement.

Cooperative sharing is now available to any public agency or body in the United States.

Current language:
Any resultant contract of this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this bid/proposal. The successful vendor/contractor shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.

Shall be replaced with:
Any resultant contract of this solicitation may be extended to any public agency or body in the United State, or its territories, and the District of Columbia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this bid/proposal. The successful vendor/contractor shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.

Change shall take effect immediately upon full execution of Modification No. 1.

END OF MODIFICATION NO. 1

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

GEOGRAPH TECHNOLOGIES, LLC

By: Grey Pittman

Grey Pittman, COO 09/25/2025

Name and Title (Type or Print) *Date Signed*

CITY OF CHESAPEAKE

By: Carol A Robinson

9-25-25

Carol A. Robinson, Procurement Administrator | Date Signed

Must be signed by an AUTHORIZED representative

Chesapeake VIRGINIA

PURCHASING

CONTRACT

CONTRACT NUMBER: 25-068-6328

Fiber Optic Network Asset Management Software

This Contract is entered into this __28__ day of __January__ 2025, between Geograph Technologies, LLC, (Contractor), located at 103 W. Main Street, Easley, SC 29640, and the City of Chesapeake, located at 306 Cedar Road, Chesapeake, Virginia 23322 ("The City").

WITNESSETH that the Contractor and The City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF PERFORMANCE: The Contract term shall be for a period of five (5) years from the date of execution with five (5), one-year renewal options upon mutual written agreement of the parties.

SCOPE OF CONTRACT: The Contractor shall provide the goods and services to the City of Chesapeake as set forth in RFP Number 25-068-6328 for Fiber Optic Network Asset Management Software and the contractor's proposal response dated November 22, 2024.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that The City shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of providing the Fiber Optic Network Asset Management Software.

The Contract documents shall consist of the following, all of which are Incorporated by reference:

1. This signed Contract;
2. City of Chesapeake Request for Proposal No. 25-068-6328, Fiber Optic Network Asset Management Software dated October 24, 2024, to include Addendum 1 issued November 12, 2024;
3. Geograph Technologies, LLC response to the City of Chesapeake Request for Proposals dated November 22, 2024;
4. Chesapeake Addendum to Contractor's Form, referencing Geograph's Terms and Conditions, last updated June 1, 2024.
5. Negotiations, ending January 13, 2025, including City letter, Geograph Response with clarified pricing, and emails;
6. Pricing/Fee Schedule –Geograph Technologies, LLC Proposed Pricing response dated January 6, 2025.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:	Geograph Technologies, LLC	CITY OF CHESAPEAKE
By:	Bruce Smith	Carol A Robinson
Printed Name:	Bruce Smith	Carol A Robinson
Title:	CEO	Procurement Administrator
Date:	1/29/2025	1-29-25

Chesapeake VIRGINIA

PURCHASING

Note: The City of Chesapeake does not discriminate against faith-based organizations in accordance with Code of Virginia Section 2.2-4343.1 or against any contractor, bidder, or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment.

REQUEST FOR PROPOSAL

25-068-6328

FIBER OPTIC NETWORK ASSET MANAGEMENT SOFTWARE

Release Project Date	October 24, 2024
Submission of Question Deadline	November 1, 2024, 2:00pm
Submission of Response Deadline	November 18, 2024, 2:00pm
Evaluation of Proposals	November 19, 2024

Submissions are accepted electronically at City's e-Procurement Portal:
https://procurement.opengov.com/portal/cityofchesapeakeva

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1. Purpose

The City of Chesapeake, Virginia is soliciting sealed proposals for the purpose of identifying an appropriate vendor to supply fiber asset management, conduit assets and mapping software to be used to document and manage existing and planned Chesapeake Connects Next-Generation-Network (NGN) Outside Plant (OSP), allowing the City of Chesapeake to accurately document the location and status of fiber assets within the City of Chesapeake.

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2. Background

The City of Chesapeake VA (hereinafter "City") is deploying the Chesapeake Connects (C-C), a next-generation fiber and wireless network. The development and expansion of the City's fiber network requires new software tools for the design and management of the fiber network infrastructure that is vital to supporting the day-to-day operations of the City, Schools, and Libraries.

The rapidly expanding use of fiber and the continuing innovation in design and best practices has created opportunities that require better ways for the City to standardize its approach toward fiber management.

There is a strong desire by City staff to utilize a more dynamic, centralized, GIS-based solution that incorporates real-time location of OSP assets. Acquiring and implementing modern GIS- based fiber optic network (and conduit) asset management software can provide process improvements and improved efficiency and effectiveness benefits well beyond current business practices.

It is anticipated that software can provide appreciable benefits including:

- Integrated system to document, plan, design, analyze and maintain the City's fiber network and conduit system
- Centralized data storage for easy dissemination to other enterprise users
- Fiber network and conduit system data is accurate and up to date.
- Annotation and handhole diagrams are automatically updated as data changes; and
- Create revenue for accurate tracking of leased ducts, use the tracing queries to determine duct availability for new leases.

The fiber optics network asset management software will be implemented for the City of Chesapeake, to manage the OSP infrastructure. The system will contain information for splice boxes, conduit runs, and cables for multiple fiber optic systems across the city.

Applications will include tools to easily identify and access fiber optics detailed information, conduct proximity infrastructure buffer analyses, and generate what-if "scenarios" (e.g., alternate circuit routing, fiber build-out, etc.) to support decision analysis.

Fully implemented, asset management software will be used for efficient and effective management of assets, organizing daily interventions (e.g., work order fulfillment and outage management), managing leasable fiber optics conduits, and planning new fiber optics developments.

3. Scope of Work

3.1. Scope of Services

The successful respondent under this RFP (hereafter, the "Contractor") shall provide all labor, personnel, supplies, materials, goods, and services necessary to design, configure, implement, install, and maintain a fiber optic network asset management software solution (the "Solution" or the "Software") containing all the functions and features required under this RFP.

Contractor shall deliver a Solution for the management of all assets in the Chesapeake Connects Next-Generation-Network ("NGN") Outside Plant ("OSP"). For the purpose of this RFP, "OSP" refers to all of the physical cabling and supporting infrastructure (including, without limitation, conduit, cabinets, splice boxes, towers, and poles) and any associated hardware located between a demarcation point in a facility and a demarcation point in another facility or customer location.

3.2. Required Information Technology Computing and Software Standards

Contractor shall deliver a Solution which supports, and runs properly under, the City of Chesapeake's current enterprise geospatial environment, as identified below and listed in Table 1.

If Contractor will deliver an on-premises Solution, all proposed software must integrate with the City's pre-existing geospatial platform, which includes the following:

1. Microsoft SQL Server 2019 enterprise edition or above;
2. Environmental Systems Research Institute (ESRI) ArcGIS Enterprise version 10.9.1 currently, expected to upgrade to version 11.3 by May 2025;
3. ESRI ArcGIS® Desktop version 10.8.1;
4. ESRI ArcGIS Pro v3.x and
5. Microsoft .NET Desktop Runtime 5.x (only for customizations and integration with application programming interfaces (APIs)).

Whether Contractor proposes an on-premises or off-premises Solution, any exceptions or deviations from the City of Chesapeake IT computing and software standards listed above and in Table 1 must be clearly and concisely stated in the respondents RFP submission.

The City has the right to reject as non-responsive any proposal that does not meet these standards.

Table 1 - City of Chesapeake IT Required Computing and Software Standards[1]

System	Standard
Authentication	Active Directory
Browser	Edge, Chrome, or Firefox at current release
Database Server	Microsoft SQL Server 2019
Geospatial Databases (Geo-Databases)	ESRI ArcGIS Enterprise v10.9.1
Geospatial Platform (GIS)	ESRI ArcGIS Enterprise v10.9.1 (expected to upgrade to v11.3 by May 2025)
GIS Web Server	ESRI Portal for ArcGIS v10.9.1 (expected to upgrade to v11.3 by May 2025)
Office Suite	Microsoft 365
Server Operating System(s)	Microsoft Windows Server 2019
Web Application Server	Microsoft IIS
Workstation Operating System	Window 11

[1]Software standards applicable to the Fiber Optic Network (FON) Asset Management Software request for proposal.

3.3. Task I – Describe How Proposed Software Will Support OSP Operations

Without limiting the generality of any other provision of this RFP, Contractor shall deliver a Solution which has each of the following features and functions (and shall perform related services as required in relation thereto):

OSP Asset Management

The Solution must support the inventory and connectivity of the completed NGN fiber network and its OSP, including all network assets. The fiber management functions of the Solution must support a range of network topologies including (without limitation) traditional fiber transport, point-to-point networks, and fiber ring networks.

The Solution must be able to manage all OSP assets through a mapping interface, which interface must be interoperable with the fiber optic management components or extensions of the software. Software features and functions for managing conduit cannot be standalone or separate from the fiber optic management components. Modular or extension-based software is acceptable as long as each module or extension integrates directly with other software modules or extensions.

Fiber Optic Network Design

The Solution must support the planning, engineering design, analysis, and maintenance of the OSP facility network; must be capable of modeling conduit, fiber, and other relevant equipment components; and must accommodate the connectivity of the complete network from any terminating device to any inside plant (ISP) termination point.

The Software must be capable of managing fiber-specific assets. The Solution must be capable of circuit provisioning. The Solution must be capable of service remediation through creating and optimizing alternative routes in the event of fiber faults or fiber outages. The Solution must be capable of mapping hypothetical “what-if scenarios” for extending and remediating services to customers on the network.

Work Order Integration

The Solution must support key business processes for work order design, execution, mapping, asset records management, and maintenance records of the entire system.

Contractor shall update the Solution's geospatial network model as is necessary (or otherwise when directed by the City) to accommodate changes to the network related (without limitation) to network maintenance, service repair, provisioning, or network extensions.

The Solution should be capable of attributing network facilities as desired by the City, including (without limitation) the association of compatible units, validating all edits using business rules, and generating work instructions and prints (i.e., both digital and printed copies of work to be performed) to support changes to the network.

Field Automation

The Solution must include field automation capabilities which allow the City to dispatch field crews with information corresponding to the job assigned (e.g., network repairs, modifications, and extensions). Specifically (and without limitation), the Solution must be compatible with the City geospatial platform outlined in **Table 1 - City of Chesapeake IT Required Computing and Software Standards** above, and also with standard-issue tablets and smartphones, such that mobile field crews have tools necessary to trace networks and locate faults, validate the physical network model to the digital network model, capture inspection and status information about field equipment, and capture redlines against the digital network model representing as-built changes.

The Solution should also have mobile software application to manage field work, and also to dispatch or reassign work and field crews.

Digital Image Management

The Solution must support large volumes of asset imagery (e.g., high-resolution, large coverage, multiple-time snapshots), including (without limitation) both orthogonal and oblique aerial imagery, with a high-performance image management and retrieval system capable of providing quick access to images when viewing OSP assets in a mapping interface (i.e., images and photos geo-coded and "pinned" to the appropriate OSP asset).

Contractor acknowledges high-resolution imagery is used extensively by the City of Chesapeake for a variety of different applications. The City pay provide aerial imagery through an application programming interface ("API") or web map service ("WMS") from Nearmap Pty. Ltd. (or such other contractor the City may engage for this purpose from time to time). The City will use this imagery during network maintenance and field engineering operations to help understand the location and characteristics of the physical network.

Enterprise Sharing

The Solution must provide the tools to share the most recent information on the physical network and its attributes, which tools must include, without limitation, desktop viewing and analysis tools linked to the central geo-database, as well as internet and intranet portals that may include dashboard and executive business intelligence information.

3.4. Task II - Provide Software Features & Functions Capability Matrix For Standalone and Server-Based Software

Without limiting the generality of any other provision of this RFP, Contractor shall deliver a Solution which may consist of:

- A standalone desktop software (integrated with ESRI ArcGIS® Software); OR
- A server-based web/cloud software (integrated with ESRI ArcGIS® Server Software), OR
- A combination of both.

The Solution must have the ability to integrate with other networking monitoring systems, such as (by way of illustration and not limitation) Solar Winds and Juniper, etc., to quickly visualize faults and alarms and identify services that are impacted.

Any portion of the Solution which is a standalone desktop software must run in conjunction with ESRI's ArcGIS® Desktop software, ArcMap, or ArcGIS Pro (client/server), or otherwise be web-based and run on ESRI's ArcGIS® Enterprise software platform. Any portion of the Solution which is a server-based web/cloud application must run on ESRI's ArcGIS® Server software platform.

In addition to any other requirement in this RFP, Contractor shall deliver a Solution which provides, at a minimum, each of the following features and functions:

1. Data Management

1. Geo-database schema for asset data management
2. Support for the following OSP assets:
   - Conduit and Fiber Cable
   - Cabinets
   - Network Points
   - Managed and Unmanaged Switches
   - Hand-holes
   - Splices
   - Radio transceivers used inside or outside buildings, such as wireless access points, and hardware associated with them, such as antennas and towers.
   - Traffic Controllers
   - Other Miscellaneous OSP equipment assets

c. Such functions or features necessary to accurately depict the location and current status of OSP assets, any faults in the network, and the connectivity status of all elements of the network.

f. Detailed Connection and Splice Modeling

g. Calculate circuit/fiber distance between two points accounting twist factor, index of refraction and fiber ring configurations

h. Store attenuation losses, including splice and mated-connector losses

i. Ability to hierarchically list fiber assets from map regions to signals on a cable

j. Creation and visualization of physical connectivity between the optical fiber

2. Select and Retrieve Data for any OSP Asset

1. Display geographic views of the outside plant (OSP)
2. Display graphical views such as map view, schematic view, rack view, etc.

3. Map Functionalities. Any map feature must contain the following functions:

1. A tool to measure distances within the map

2. The ability to identify locations by latitude/longitude, decimal degree, X, Y coordinates, and degrees, minutes, and seconds ("DMS"), and to convert values from one such format to another
3. The ability to pan to a specific location based on specified latitude/longitude, decimal degree, X, Y coordinates, or DMS

4. Map Navigation tools

1. Zoom In
2. Zoom Out
3. Pan
4. Full Extent
5. View Attributes using Identify Tool

5. Search Tool. The Solution must be capable of identifying and navigating to locations based on:

1. Address Based Search
2. Address
3. Tax ID
4. Land Mark

6. Inventory Search. The Solution must be capable of identifying and navigating to any single asset included following categories based on a search for that particular asset:

1. Conduit
2. Branch
3. Joint
4. Cable

7. Redlining

1. Graphics Redlining
2. Text Redlining

8. Query & Analyze. The Solution must be capable of automatically generating the following information for each individual asset:

1. What is it?
2. Where is it?
3. What are its physical attributes and capacity?
4. How is it connected?
5. What project details are related to that asset?
6. What is its estimated lifespan (based on estimated installation date)?

9. Physical Connectivity. The Solution must be capable of calculating the circuit or fiber distance between two points, accounting for twist factor and fiber ring configurations.

10. Fault Tracing and Visualization. The Solution must be capable of determining the location of a fault using results of an optical time-domain reflectometer ("OTDR") test, tracing the distance from the location to specified equipment ports, and displaying a "Fault" feature at the location.

11. Detail Network Tracing. The Solution must be capable of tracing from any point to any other point in any direction.

12. Project Management. The Solution must be capable of performing industry-standard analyses of OSP assets and preparing reports on those assets in accordance with industry standards.

13. Report Generation. The Solution must be capable of preparing any other report that the City may request.

14. Single sign-on. In addition to the above requirements, any portion of the Solution which is a server-based web/cloud application must have a "single sign-on" function, and to this end must contain a log-in page using the security assertion management language ("SAML") protocol supported by either the Azure Active Directory or the Microsoft Active Directory.

3.5. Task III - Provide Example Project Plan and Timeline For Software Implementation

Provide an example of a step-by-step project plan and timeline that the City can use as a guideline for implementing the software. Please identify the necessary steps to fully implement all features and functions of the software proposed. Include in the plan software installation steps, configuration steps, training steps, deployment steps, and testing steps.

4. Conflicts and Questions

Should there be conflicts with the RFP and a proposal, the RFP takes precedence unless otherwise agreed to in writing.

Questions regarding this Fiber Optic Network Asset Management Software should be directed to Kimberly White via the City's e-Procurement Portal. All questions and requests for clarification must be received by the Purchasing Division before 2:00 pm Friday, November 1, 2024.

Conflict of Interest: The Offeror represents to the City that it is entering into this agreement with the City does not entail any violation of the Virginia Conflict of Interest Act.

5. Specific Proposal Instructions

In order to be considered for selection, Offerors must submit a complete response to this solicitation via the City's e-Procurement Portal

Tab 1: Qualifications and Experience: The offeror shall provide a concise description of its work experience as it relates to the Scope of Services outlined herein including, but not be limited to:

A. A brief history of the firm, including the number of years in business, the size of the firm, the number of locations in the Tidewater area, and the location of the office from which the work is to be done.

B. A minimum of four (4) references, preferably public sector/government organizations, where the firm is currently under contract. References can be from clients in both public, nonprofit and private sectors, including the following:

1. Name of organization
2. Address of organization
3. Name, title, email address, and phone, of a contact for the organization
4. Number of years offeror has served the organization
5. Dates of Service
6. Contract Value

Tab 2: Capabilities and Skills: The offeror shall provide a description of the firm's capabilities and skills to perform the contract including, but not limited to perform the requirements described in this RFP.

Tab 3: Specific Plan and Methodology to Perform Services/Resources: Provide a step-by-step project plan and timeline that the City can use as a guideline for implementing the Solution. Please identify the necessary steps to fully implement all features and functions of the software proposed.

Include in the plan software installation steps, configuration steps, training steps, deployment steps, and testing steps.

If not identified in the project plan, Proposer shall also include the following information under this Tab:

A. An Introduction with an overview of Offeror's understanding of the scope of work and services to be provided.

B. Provide the number, type and qualifications of the offeror's employee pool, which it is the City's expectation of contractor(s) would have an established workforce and recruit based on need.

C. Describe the staff and other resources which will be assigned to this contract and include resumes of those individuals.

D. Provide a detailed matrix describing all features and functions of the Proposer's proposed Solution. If the City accepts a proposal for a Solution which includes features or functions not specifically required by this RFP, the additional features and functions proposed shall become mandatory requirements of the resulting contract. **Failure to submit a matrix of features and functions may cause a proposal to be rejected as non-responsive.**

E. Offer best practice approaches and innovative solutions to the City that provide functionality which enhance efficiency and effectiveness.

F. A detail of any assistance, equipment, or other items the Offeror will require the City to furnish under the Contract.

F. A statement explaining why the Offeror's proposed solution would be the most advantageous to the City.

G. A statement explaining process/procedures for conflict resolutions or how issues will be treated and resolved as they arise.

Tab 4: Cost of Services: Proposals shall provide pricing based on the requirements and terms set forth in this RFP. Pricing shall be all-inclusive covering every aspect of the contract. No additional fees shall be added unless authorized by the City.

Tab 5: Additional or Miscellaneous Information:

A. Resumes and other specific items or data requested in the RFP that is not include under a specific Tab.

B. Offeror shall provide a copy of appropriate license(s) and Certificate of Insurance indicating compliance with the insurance requirements as outlined in the Appendix A, Section I, General Terms and Conditions, Item U.

6. Proposal Prepartion and Submission Instructions

A. Proposals shall be signed by an authorized representative of the offeror. This includes, at a minimum the RFP Cover sheet and all Addendums. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information, giving a lowered evaluation of the proposal, or finding the proposal non-responsive. Mandatory requirements are those required by law or such that they are determined in the sole discretion of the Procurement Administrator to be formalities that cannot be waived and are not subject to negotiation.

B. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures and excessive promotional materials are not required or desired.

C. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph should reference the paragraph number of the corresponding section of the RFP. Offeror shall adhere to the instructions outlined in Section XII (“SPECIFIC PROPOSAL INSTRUCTIONS”) for submitting a completed proposal. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within an area of the requirement of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized as outlined risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The following information must be contained in the proposal. Proposals submitted are to conform to the following:

   1. The minimum font size shall be 10-point.
   2. Page size shall be limited to 8.5 by 11-inch paper.
   3. Proposals shall be submitted as one (1) electronic PDF document and be as thorough and detailed as possible so that the Selection Committee may properly evaluate the offeror’s capabilities to provide required services.

D. As used in this RFP, the terms "must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. The terms "should" or “may” are highly desirable, and would be useful, but their absence will not have a large impact and they are not absolutely necessary. The inability of an Offeror to satisfy a "must" or "shall"

requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal. As used in this RFP, the terms "successful offeror" and "consultant team" both refer to an offeror which is awarded a contract pursuant to this RFP, and are used interchangeably.

E. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document or prequalification application, line-item prices, and total proposal prices as proprietary or trade secrets is invalid and such documents will be disclosed in full upon request by the public, as required by law.

F. Any and all costs or expenses incurred or associated with the preparation of responses to this Request for Proposals, including site visits, oral presentations and any other costs shall be entirely the responsibility of the offeror and shall not be reimbursable in any manner by the City.

G. The City reserves the right to reject any or all proposals, to waive any technicalities in proposals received, and to negotiate and to accept the proposal which shall be in the City's best interest.

H. The City may cancel this Request for Proposals at any time prior to an award and is not required to furnish a reason why a particular proposal was not deemed the most advantageous.

I. The right is reserved, as the interests of the City may require, to revise and amend the specifications prior to the date set for acceptance of proposals; the acceptance date may be postponed if deemed necessary by the Procurement Administrator. Such revisions and amendments, if any, will be announced by an addendum to this solicitation and posted on the City's e-Procurement Portal.

J. Exceptions: Offeror shall detail any and all exceptions taken to the Scope of Work and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken.

K. Late Proposals: To be considered for selection, proposals must be received in the City's Purchasing Office by the designated date and hour via the City's e-Procurement Portal. Proposals received in the issuing office after the date and hour designated may be disqualified

and may not be considered. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Purchasing Division by the designated date and hour via the City's e-Procurement Portal.Receipt of proposals scheduled during a period of suspended City business operations will be rescheduled for processing at the same time on the next business day.

7. Disclosure of Proposal Contents

Offerors should be aware that the terms of the contract are public information and can be accessed by the public, except as provided herein as to trade secrets and proprietary information. The City or third parties may use any ideas presented in any proposal. Selection or rejection of the proposal does not affect this provision.

8. Evaluation Criteria

Evaluation of proposals will be under the complete jurisdiction of the City of Chesapeake and shall be in accordance with the City of Chesapeake's Purchasing Policies and Procedures Manual and Chesapeake Code Section 54-67(4). A Selection Committee to be wholly or primarily composed of representatives from the City will evaluate each proposal received and submit a recommendation to the Procurement Administrator. The Selection Committee will evaluate each proposal pursuant to its standard procurement procedures consistent with the procurement of services through competitive negotiation. Selection will be made on the basis of the criteria listed in the Evaluation Criteria section of the RFP.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Professional Qualifications** Offeror shall demonstrate their expertise, specialized experience, and qualifications for this work by explaining the history of the firm, in terms of length of existence, and types of services provided.	Points Based	10 *(10% of Total)*
2.	**Experience with Similar Projects** Quality of work previously performed for similar projects by the firm for the City or other governmental agencies, with a proven ability to complete projects within budgeted amounts.	Points Based	10 *(10% of Total)*

3.	**Proposed Project Team and Organization** The organizational structure of the Respondent will be evaluated in terms of its effective use of personnel; relevant experience and time commitment of key personnel, especially the designated Project Manager and sub-consultants (if applicable); logic of project organization; adequacy of labor commitment and resources; capability to reallocate resources as needed to meet project schedules.	Points Based	5 *(5% of Total)*
4.	**Software Features and Functions** Whether the proposal meets the functionality requirements of the City, according to the Scope of Work of the RFP. A detailed software features/functions matrix is to be presented which lists all software features and functions determined to be necessary to accomplish the work of this project.	Points Based	50 *(50% of Total)*
5.	**Fee Proposal** Offeror shall provide a firm rate/fee structure to cover all work detailed in this RFP and be a firm fixed price for the initial contract period. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified.	Points Based	25 *(25% of Total)*

9. Oral Presentations

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and will not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option and may or may not be conducted.

10. Period of Performance

The resulting contract shall be for a period of five (5) years from the date of execution with five (5) 1-year renewal options upon mutual written agreement between the parties.

11. Pricing/ Fee Schedule

Provide software license costs, annual maintenance, and training costs for the proposed software.

Offeror shall provide a firm rate/fee structure with the proposal.

Price/fee proposal shall be all-inclusive and cover all work detailed in this RFP and be a firm fixed price for the initial contract period.

Price adjustments shall be made in accordance with 14. Special Terms and Conditions, Item 10 - Price Escalation/De-Escalation of this RFP.

Provide discounts, if applicable, to municipal governments.

Please specify the software license type as well (e.g., per seat, concurrent user, server based, etc.).

Assume an initial estimate of five (5) users, two (2) of whom have design capability.

11.1 Software Costs (standalone desktop and web application)				
Quantity	Description	Unit Cost	Total Cost	License Type[1]

[1]Please specify the software license type (per seat, concurrent user, server based, etc.)

11.2 Maintenance Costs (standalone desktop and web application)			
Quantity	Description	Unit Cost	Total Cost

11.3 Training Costs				
Quantity	Description	Unit Cost	Total Cost	License Type[2]

[2]Indicate type: administrator, technical user, end user. Do not include travel and lodging costs.

12. Vendor Questionnaire

1. Full Proposal Response (with Cost)*

One complete PDF document of the full proposal response including the matrix should be uploaded here.

*Response required

2. Certification of Compliance with Immigration Laws and Regulations*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- CERTIFICATION_OF_COMPLIANCE...

*Response required

3. Virginia State Corporation Commission (SCC) Registration Information*

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described LISTED that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law must indicate by selecting one of the following reasons why the bidder or offeror is not required to be so authorized:

☐ is a corporation or other business entity with the SCC identification number

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

☐ If the business entity has not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The City of Chesapeake reserves the right to determine in its sole discretion whether to allow such waiver).

*Response required

4. Litigation Disclosure Form

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, "you" means the individual or entity in whose name the bid or proposal is submitted.

*4.1. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last ten (10) years? **

☐ Yes
☐ No

*Response required

*4.2. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been terminated from any work being performed for the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last ten (10) years?**

☐ Yes
☐ No

*Response required

*4.3. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years? **

☐ Yes
☐ No

*Response required

*4.4. Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years? **

☐ Yes
☐ No

*Response required

4.5. If you answered "Yes" to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal.

*4.6. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include a statement describing why the bidder or offeror is not required to be so authorized.

*Response required

5. Small, Women-Owned, Minority-Owned (SWaM) and Service Disabled Veteran-Owned Business

A certified SWaM Business is one that holds a current certification from the Virginia Department of Small Business and Supplier Diversity (SBSD), the U.S. Small Business Association (SBA), the Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC) or from other U.S. State and some Local Government Supplier Diversity Programs.

*5.1. Is your company a certified Small, Woman or Minority Owned (SWaM) Business or Disadvantaged Business Enterprise?**

☐ Yes
☐ No

*Response required

5.2. Certification Type

If applicable, what is your company's certification type?

Select all that apply

☐ Small Business
☐ Woman-owned Business
☐ Minority-owned Business
☐ Service Disabled Veteran (SDV)
☐ Disadvantaged Business Enterprise (DBE)

5.3. SWaM Certificate/Supporting Documentation

If applicable, attach any supporting documentation, including certificates, in regards to your company's SWaM status.

13. Negotiations and Award of Contract

A. Negotiations are conducted with at least two Offerors so selected unless a written determination is made as provided in Subpart C of Section 7.3.2. Negotiations allows modifications of proposals, including price, but the Procurement Administrator or designee shall not consider any modifications to terms and conditions stated in the RFP for which the Offeror's written proposal did not included any exceptions. Offers and counter-offers may be made as many times with each Offeror as is necessary to secure a reasonable contract. The Procurement Administrator selects the Offeror which, in its opinion, has made the best proposal. In all instances, written confirmation shall be obtained from the Offeror of any modifications to the original proposal. Should the Procurement Administrator or designee determine in writing and in his or her sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. Once an Intent to Award notice is posted, no further negotiations shall be conducted.

B. When a provision for receiving best and final offers (BAFO) is included in the RFP, after negotiations, Offerors are given the opportunity to submit a best and final offer. The Offeror's proposal, if already received and scored, may be rescored to combine and include the information contained in the BAFO with the technical evaluation score previously assigned, and the award decision made. The contract file shall be documented to show the basis for the award, and include the final rescoring of the proposals following negotiation and receipt of best and final offers.

C. For competitively negotiated procurements, once evaluation and negotiations have been completed with selected Offeror(s), the Purchasing Division may prepare a written narrative summarizing the rationale for the criteria that are developed for each proposal negotiated. The summary shall address the merits of the proposals relative to the evaluation criteria. The City is not, however, required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Code of Virginia § 2.2-4359D). Only Offerors may inspect the proposal records after evaluation and negotiations are completed, but prior to award (Chesapeake City Code § 54-75 and Code of Virginia, § 2.2-4342(D)). Once negotiations have ben finalized, the Purchasing Division shall complete and evaluation summary and place in the procurement file. This worksheet for each Offeror negotiated with should be a compilation of the evaluation committee's ratings.

D. The City may cancel a RFP, or reject proposals at any time prior to making an award (City Code Section 54-68).

E. The award documents shall incorporate, by reference, the terms and conditions of the RFP and the contractor's proposal, together with all written modifications thereof.

Cancellation, Rejection of Bids or Proposals; Waiver of Informalities

A. An invitation to Bid (IFB), a Request for Proposal (RFP) or other solicitation may be cancelled or any or all bids or proposals may be rejected in whole or in part when the Procurement Administrator or designee determines that it is in the best interest of the City to do so. The reasons for such action shall be made a part of the contract file.

B. The City may waive informalities in bids. "Informality" means a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

14. Required General Terms and Conditions

14.1. CLARIFICATION OF TERMS

If any bidder/offeror has questions about the specifications or other solicitation documents, the bidder/offeror should contact the buyer whose name appears on the face of the solicitation no later than 5 working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

14.2. MANDATORY USE OF CITY FORM

Failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the proposal may be cause for rejection of the proposal; however, the City reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

14.3. ANTITRUST

By entering into a contract, the Consultant conveys, sells, assigns, and transfers to the City of Chesapeake all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services acquired by the City of Chesapeake under said contract.

14.4. DEBARMENT STATUS

By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia or any political subdivision or agency of the Commonwealth from submitting bids/proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

14.5. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

14.6. ETHICS IN PUBLIC CONTRACTING

By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidders/offerors, supplier, manufacturer or subcontractor in connection with their bids/proposals, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

14.7. ANTI-DISCRIMINATION

By submitting their proposals, offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The contractor will include the provisions of a., above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

14.8. APPLICABLE LAWS AND COURTS

A. This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in in the courts of the City of Chesapeake, Virginia, or the United States District Court for the Eastern District of Virginia, if independent federal jurisdiction exists. The Consultant shall comply with all applicable federal, state and local laws, rules and regulations. This solicitation is governed by provisions of Chapter 54 of the Chesapeake City Code, and any revisions thereto, which are hereby incorporated into this contract by reference. Contact the Purchasing Division at (757) 382-6359, for more information. The City Code may be read online at http://www.municode.com.

14.9. PROCUREMENT ORDINANCE

This solicitation is subject to the provisions of the City of Chesapeake Procurement Ordinance and Chesapeake Purchasing Policies and Procedures Manual. A copy of the City's ordinance and Chesapeake Purchasing Policies and Procedures Manual is available for review at the purchasing office or accessible on the Internet at www.CityOfChesapeake.net/Purchasing.

14.10. PAYMENT

A. **To Consultant:**

1. Invoices for services rendered shall be submitted by the Consultant directly to the payment address shown on the purchase order/contract. All invoices shall show the City contract number and/or purchase order number; social security number (for individual Consultants) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All services provided under this contract or individual purchase order, that are to be paid for with public funds, shall be billed by the Consultant at the contract price, regardless of which City department is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are

placed. In such cases, Consultants should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the Consultant, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Consultant may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

B. **To Subcontractors:**

1. A Consultant awarded a contract under this solicitation is hereby obligated:

   a. To pay the subcontractor(s) within 7 days of the Consultant's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

   b. To notify the Purchasing Division and the subcontractor(s), in writing, of the Consultant's intention to withhold payment and the reason.

2. The Consultant is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Consultant that remain unpaid 7 days following receipt of payment from the City, except for amounts withheld as stated in (a)(2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier consultant performing under the primary contract. A Consultant's obligation to pay interest to a subcontractor shall not be construed as an obligation of the City.

14.11. CLAIMS

In the event that a different administrative claim resolution process is not provided in the solicitation, the following claim process shall apply. In the event of a contractual dispute, Consultant must submit a written notice of the dispute specifically entitled "notice of intent to file a claim" within ten (10) days of the occurrence on which the claim is based to the City Manager or designee. No more than thirty (30) days from the occurrence on which the claim is based, the Consultant must submit a written statement of the basis of the claim together with a proposed remedy and all supporting evidence of the claim to the City Manager or designee. The timely and complete filing of the notice and claim are a prerequisite to recovery by the Consultant, and failure to follow the claim process stated herein shall operate as a conclusive waiver of the claim by the Consultant. Oral notice, the actual knowledge of a City employee or official, or an untimely or incomplete written notice and claim shall not be sufficient to satisfy the requirements of this provision.

The Consultant may not institute legal action prior to the receipt of a final written decision by the City Manager or designee unless the City Manager or designee fails to render a decision within ninety (90)

days of the submission of the claim. Failure of the City Manager or designee to render a decision within ninety (90) days shall be deemed a denial.

The decision of the City Manager or designee shall be final and conclusive unless theConsultant appeals within six (6) months of the date of the final decision (or time specified for a final decision if no response is made) by instituting legal action as provided by Va. Code Section 2.2-4364.

The parties' contract and their performance obligations shall be governed, interpreted and enforced pursuant to the laws and regulations of, and in accordance with the laws of the Commonwealth of Virginia without regard to the conflicts of law principles thereof. The Consultant shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the City and the Consultant may otherwise agree in writing.

14.12. NO WAIVER OF LEGAL RIGHTS

Neither the acceptance by the City or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of or implied course of dealing applicable to any other or subsequent breach. The City reserves all rights, privileges, immunities and defenses available to it at law.

14.13. PRECEDENCE OF TERMS

The General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

14.14. QUALIFICATIONS OF BIDDERS/OFFERORS

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offerors to perform the services and the offerors shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offerors' physical facilities prior to award to satisfy questions regarding the offerors' capabilities. The City further reserves the right to reject any proposals if the evidence submitted by, or investigations of, such offerors fails to satisfy the City that such offerors is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

14.15. TESTING AND INSPECTION

The City reserves the right to conduct any test or inspection it may deem advisable to assure goods and services conform to the specifications.

14.16. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Consultant in whole or in part without the written consent of the City.

14.17. CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways, provided that City staff other than the Procurement Administrator, City Manager, or designee shall have no authority to approve or order changes in the work that alter the terms and conditions of the Contract, except for changes permitted by the Chesapeake Purchasing Policies and Procedures Manual as to contract time or price that are mutually agreed and reduced to a written change order or contract modification:

A. The parties may agree in writing to modify the terms or conditions of the contract. Any additional services to be provided shall be of a sort that is ancillary and directly related to the contract services, or within the same product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the contract.

B. The Purchasing Division may order changes within the general scope of the contract at any time by written notice to the Consultant. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The Consultant shall comply with the notice upon receipt, unless the Consultant intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Consultant shall, in writing, promptly notify the Purchasing Division of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Division's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Division decides to issue a notice that requires an adjustment to compensation, the Consultant shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Division a credit for any savings. Said compensation shall be determined by one of the following methods:

   1. By mutual agreement between the parties in writing; or

   2. By agreeing upon an hourly rate or a unit price, or, using an hourly rate or unit price set forth in the contract, if the work to be done can be expressed in hourly increments or units, and the Consultant accounts for the number of hourly increments or units of work performed, subject to the Purchasing Division’s right to audit the Consultant’s records and/or to determine the correct number of units independently; or

   3. By ordering the Consultant to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Consultant shall present the Purchasing Division with all vouchers and records of expenses incurred and savings realized. The Purchasing Division shall have the right to audit the records of the Consultant as it deems necessary to determine costs or savings. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in

accordance with the procedures for resolving disputes provided by the Claims clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Consultant from promptly complying with the changes ordered by the Purchasing Division or with the performance of the contract generally.

C. Any modification of a lump sum contract price is subject to the terms of City Code Section 54-71, which provides that such a contract may not be increased by the greater of more than $10,000 or 10% of the original contract price without approval of the City Manager and notice to the City Council.

14.18. DEFAULT

In case of failure to deliver services in accordance with the Contract, the City, after due oral or written notice, may procure them from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

14.19. TAXES

Sales to the City are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The City's excise tax exemption registration number is 54-072-1442.

14.20. DRUG-FREE WORKPLACE

During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultants employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultants workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

14.21. EMPLOYMENT DISCRIMINATION BY CONSULTANT PROHIBITED

During the performance of this contract, the Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Consultant will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

14.22. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available, subject to appropriations, for the purpose of this solicitation.

14.23. BID/PROPOSAL PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders/offerors shall state bid prices in US dollars.

14.24. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Consultant organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may avoid any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

14.25. TERMINATION OF CONTRACT

The City may terminate the contract for cause or for convenience after giving 30 days' notice in writing to the Consultant. The written notice shall state whether the termination is for convenience or cause. The notice shall be delivered by a commercial courier service or mailed certified with return

receipt requested to the address listed on the bid/proposal, unless notice of a change of address has been provided to the Purchasing Division.

A. **Termination for Cause:** If the Consultant should breach the contract or fail to perform the services required by the contract, the City may terminate the contract for cause by giving written notice or may give the Consultant a stated period of time within which to remedy its breach of contract. If the Consultant shall fail to remedy the breach within the time allotted by the City, the contract may be terminated by the City at any time thereafter upon written notice to the Consultant or, in the alternative, the City may give such extension of time to remedy the breach as the City determines to be in its best interest. The City's forbearance by not terminating the contract because of a breach of contract shall not constitute a waiver of the City's right to terminate, nor shall the City's acquiescence in any future act or omission by the Consultant. If the contract is terminated for cause, breach of contract or failure to perform, the Consultant may be subject to a claim by the City for the costs and expenses incurred in securing a replacement Consultant to fulfill the obligations of the contract. In the event a Cure Notice is issued, the City will use the address provided to the City listed in the proposals. It shall be the Consultant's responsibility to notify the City in writing within 10 days of knowing a change of address. The written notice shall include the City's contract number and the effective date of the address change.

   In the event the Consultant breaches the contract or fails to perform the services required by the contract, in addition to terminating this contract for cause, the City reserves the right, in its sole discretion, to terminate for cause any other open contract that the Consultant has with the City.

B. **Termination for Convenience:** The contract may be terminated by the City in whole or in part for the convenience of the City without a breach of contract by delivering to the Consultant a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Consultant must stop work, including but not limited to work performed by subcontractors, at such time and to the extent specified in the notice of termination.

   If the contract is terminated in whole or in part for the convenience of the City, the Consultant shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated.

C. **Delivery of Materials:** Contract termination shall not relieve the Consultant of the obligation to deliver to the City all products or services for which the Consultant has been or will be compensated. Unless otherwise agreed to in writing, the Consultant shall deliver the materials or other deliverables to the City within 30 days of the Notice of Termination of the Contract. Failure to do so may result in an action for breach of contract.

D. **Compensation Due the Consultant**: In event of termination, the Consultant shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Consultant providing the required project material to the City. Said fees which have been earned shall be billed to the City in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the City for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the City.

The Consultant shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid and offsets authorized by Contract. All payments due the Consultant under this contract are subject to appropriation by the Chesapeake City Council.

14.26. LITIGATION WITH THE CITY

The City in its sole discretion may choose not to make an award to an offerors who is in litigation with the City at the time of proposals evaluation. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the offerors is in litigation with the City at the time of the proposals evaluation.

14.27. PRIOR DEFAULTED CONTRACTS

The City in its sole discretion may choose not to make an award to an offeror who has previously defaulted on a contract with the City or has been debarred by another public entity. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the bidders/offerors has previously defaulted on a contract with the City.

14.28. CRIMINAL CONVICTIONS

The City in its sole discretion may choose not to make an award to an offerors if any principal, officer, director, or staff member of the firm assigned to work under a contract awarded pursuant to this solicitation has been convicted of a felony or a misdemeanor involving moral turpitude in the past 10 years.

14.29. INDEMNIFICATION

Consultant agrees, for itself, its agents, servants, employees, subcontractors, and subconsultants, to perform all work hereunder or associated herewith in accordance with any and all applicable professional standards and in accordance with sound professional practice and principles. The following provisions shall apply to the fullest extent permitted by law and regulations and shall not require indemnification for claims to the extent caused by or resulting solely from the negligence of the City, its agents, or employees.

Consultant shall indemnify and hold harmless the City and its officers, agents, volunteers, servants, employees and officials from and against any and all liability, losses, reasonable attorney's fees and litigation expenses or other expenses suffered by any party or entity as the result of any claim found to have been caused in whole or part by the negligent or willful acts, errors, or omissions of Consultant, or those for whom Consultant is legally liable, made in the course of performing Consultant's professional services. With the prior approval of the City, Consultant may assume the defense of any such professional liability claim(s) made against the City, its agents, volunteers, servants, employees or officials.

As to all matters of liability related to or arising out of this contract other than professional liability (if any), Consultant shall indemnify and hold harmless the City, its agents, volunteers, servants, employees and officials from and against any and all liability, losses, reasonable attorney's fees and litigation expenses, or other expenses suffered by any party or entity as a result of any claim found to have been caused in whole or part by the negligent or willful acts, errors, or omissions of Consultant or those for whom Consultant is legally liable. With the prior approval of the City, Consultant shall assume the defense of any such claim(s) made against the City, its agents, volunteers, servants, employees or officials.

14.30. ADVERTISING

In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to the City will be used in product literature or advertising. Without prior written approval from the proper authority of the City, the Consultant shall not state in any of its advertising, product literature, or other promotional materials that the City or any department or agency of the City has purchased or uses its products or services.

14.31. AUDIT

The Consultant shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the City, whichever is sooner. An auditor retained by the City or any state or federal funding source shall have full access to and the right to examine any of said materials during said period. In the event that a project is funded by state or federal funds, the rights of audit shall also extend to respective state or federal agencies.

14.32. BID/PROPOSAL ACCEPTANCE PERIOD

Any bids/proposals in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bids/proposals may be withdrawn at the written request of the bidders/offerors. If the bids/proposals is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

14.33. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

The Consultant assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other

regulatory authority, will not be divulged without the individual's and the City's written consent and only in accordance with federal, state, and City Code. Consultants who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the City of any breach or suspected breach in the security of such information. Consultants shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Consultants and their employees working on this project may be required to sign a confidentiality statement.

14.34. E-VERIFY PROGRAM

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with the City of Chesapeake for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

14.35. CHESAPEAKE BUSINESS LICENSE

All firms doing business with the City are required to be properly licensed in accordance with the City of Chesapeake's "Business, Professional, and Occupational Licensing (BPOL) Tax" ordinance. Wholesale and retail merchants not located in Chesapeake are exempt from this requirement. For questions concerning the applicability of the BPOL tax, contact the Commissioner of the Revenue at 757-382-6738.

14.36. SMALL BUSINESS SUBCONTRACTING

Unless the bidders/offerors is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Consultant is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offerors or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids/proposals. If small business subcontractors are used, the prime Consultant agrees to report the use of small business subcontractors by providing the Purchasing Division at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

14.37. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the Purchasing Division. In the event that the Consultant desires to subcontract some part of the work specified

herein, the Consultant shall furnish the Purchasing Division the names, qualifications and experience of their proposed subcontractors. The Consultant shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

14.38. NON-EXCLUSIVE RELATIONSHIP

Except as stated in a separate written agreement signed by the City and bidder/offeror, nothing in the in the solicitation shall prohibit the City from purchasing products and services similar to the products and services subject to this solicitation now or hereafter from other suppliers and/or contractors. In addition, the City retains the right to self-perform any or all services and work under the contract at any time.

14.39. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract for all solicitations with an annual value of $5,000.00 or more, the Purchasing Division will publicly post such notice on the Commonwealth of Virginia's eVA VBO (www.eva.virginia.gov) and the OpenGov e-procurement website (https://procurement.opengov.com/portal/cityofchesapeakeva) for a minimum of 10 days.

14.40. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an equal product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

14.41. METHOD OF AWARD

Unless otherwise stated in the solicitation, the following is the default method of award if the procurement method is an IFB: An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The City reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

15. Special Terms and Conditions

15.1. AWARD

The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The City reserves the right to make multiple awards as a result of this solicitation. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

15.2. WRITTEN EXCEPTIONS BY AN OFFEROR

After the submittal of proposals, the City shall not consider any modifications to any term, condition, or provision stated in the RFP for which the offeror did not expressly and specifically state alternative provisions in its written proposal except as required by Va. Code Section 2.2-4343(12) or other applicable law.

15.3. INSURANCE

By signing and submitting bids/proposals under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that it and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The City must be named as an additional insured on the Acord insurance certificate reflecting Commercial General Liability and any other required insurance coverages. Coverages afforded under the required policies listed below shall not be cancelled by Consultant or allowed to lapse or expire. However, in the event that any insurance coverage required by this contract is canceled by the insurance company or lapses due to no fault of the Consultant, Consultant shall (i) provide the City with not less than thirty (30) calendar days prior written notice that said insurance policy has lapsed or has been canceled due to no fault of Consultant and (ii) restore said insurance policy with the same insurance

company or obtain a replacement insurance policy that satisfies the insurance obligations required in this contract within thirty (30) calendar days from the date of any notice to Consultant that its insurance policy has been canceled or has lapsed.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Consultants who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

B. Employer's Liability $100,000 each injury, $100,000 each disease & $500,000 disease policy limit.

C. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Chesapeake must be named as an additional insured requiring a written endorsement from the policy carrier.

D. Automobile Liability - $1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City is to be used in the contract. Consultant must assure that the required coverage is maintained by the Consultant (or third-party owner of such motor vehicle.)

E. Specific Profession/Service Limits:
Accounting $1,000,000 per occurrence, $3,000,000 aggregate
Architecture $2,000,000 per occurrence, $6,000,000 aggregate Asbestos Design, Inspection or Abatement Contractors $1,000,000 per occurrence, $3,000,000 aggregate
Licensed Health Care Practitioner or Institution $2,150,000 per occurrence, $4,250,000 aggregate
Limits increase each July 1 through fiscal year 2031 per *Code of Virginia* § 8.01-581.15.)
Insurance/Risk Management $1,000,000 per occurrence, $3,000,000 aggregate
Landscape/Architecture $1,000,000 per occurrence, $1,000,000 aggregate
Legal $1,000,000 per occurrence, $5,000,000 aggregate
Professional Engineer $2,000,000 per occurrence, $6,000,000 aggregate Surveying $1,000,000 per occurrence, $1,000,000 aggregate

F. Excess Liability, including Employer's Liability, Automobile Liability, and Commercial General Liability - $5,000,000 aggregate. The City of Chesapeake must be named as an additional insured and so endorsed on the policy, requiring a documented endorsement from the insurance carrier.

15.4. CONTINUITY OF SERVICES

A. The Contractor/Consultant recognizes that the services under this contract are vital to the City and must be continued without interruption and that, upon contract expiration, the City, a successor, or another contractor, may continue them. The Contractor/Consultant agrees:

   1. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;

   2. To make all City-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

   3. That the Purchasing Administrator shall have final authority to resolve disputes related to the transition of services from the Contractor/Consultant to its successor.

B. The Contractor/Consultant shall, upon written notice from the Purchasing Division, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Purchasing Administrator's approval.

C. The Contractor/Consultant shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Purchasing Division, in writing, prior to commencement of said work.

15.5. PRICE ESCALATION/DE-ESCALATION

Price adjustments may be permitted for changes in the contractor's cost of materials/labor not to exceed the increase in the following index: **CPI-U: Other Goods and Services**. No price increase will be authorized for the initial contract term. Price escalation may be permitted only at the end of the initial term and at the time of renewal and only where verified to the satisfaction of the Purchasing Administrator.

Contractor shall give not less than 90 days advance notice of any price increase to the Purchasing Division. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 90-day notification period. Documentation shall be supplied in general with the contractor's request for increase which will verify that the requested price increase is general in scope and not applicable just to the City of Chesapeake.

The Purchasing Division will notify the using department and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all orders received prior to the effective date of the price adjustment at the old contract prices. **The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Purchasing Division**.

15.6. COOPERATIVE PROCUREMENT:

Any resultant contract of this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this bid/proposal. The successful vendor/contractor shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.

15.7. BEST AND FINAL OFFER (BAFO)

G. At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

City of Chesapeake, VA
City Purchasing
Carol Robinson, Chief Procurement Officer
306 Cedar Road, Chesapeake, VA 23320
(757) 382-6359

Addendum No. 1

RFP No. 25-068-6328

Fiber Optic Network Asset Management Software

Issue Date: Tuesday, November 12, 2024

1. **The City of Chesapeake is extending the due date for the above referenced RFP. Proposals were due 11/18/2024 and are now due by Friday, November 22, 2024, at 2:00 PM local time.**

2. **The City of Chesapeake would like to respond to questions received and to provide additional information pertaining to this project:**

Q1: Could you please confirm whether the contact information the city requests will be protected and kept confidential if marked as such? Due to GDPR compliance, we would like to ensure contact information will remain secure and confidential.

A1: In order for the City to be able to exempt proprietary information, three conditions have to be met under Virginia Code Section 2.2-4342. The respondents have to:

(i) Explicitly invoke the protections of Virginia Code Section 2.2-4342 before submitting, or when they submit, the materials they are trying to protect.

(ii) Identify the data or other materials to be protected (cannot label the entire thing as proprietary/confidential and cannot exempt prices).

(iii) State the reasons why protection is necessary.

Q2: Can you please list the systems (or other 3rd Party Systems) which need to be integrated with FSM /Field Automation module/ from the perspective of the City?

A2: The FSM must integrate with ArcGIS for geographical data visualization and management. The goal is to overlay fiber network details with existing GIS data. Integration with City's Asset Management System (currently using Cityworks) will be needed to manage and track network assets. Project Management Tools such as MS Project or other scheduling software to track project timelines and asset deployment.

Addendum 1
RFP 25-068-6328 Fiber Optic Network Asset Management Software

Q3: Can you please provide a description of 2-3 process flows that will be executed by users of the FSM /Field Automation module?

A3:

1. Fiber Installation Process Flow: The FSM should allow field technicians to receive work orders for new installations, log the installation status, and update the system in real-time with as-built data. Once complete, the data (including GPS coordinates and any annotations) should sync automatically with the GIS.
2. Repair and Maintenance Workflow: Field technicians should be able to view network trouble tickets, locate the affected segment on a GIS map, log repair notes, and close tickets after repair. Updates should immediately reflect in the FSM and ArcGIS systems.
3. Inventory and Asset Management Flow: Users should be able to track all fiber inventory, check out components for installation, log usage, and reorder stock when below threshold levels, all integrated with ArcGIS for location-based tracking.

Q4:

a. Does the city have a preference on a SaaS solution vs On-Premise?
b. Are their requirements on the location the solution is hosted for SaaS proposals?
c. Private or public cloud?
d. Should hardware costs be included in the proposal for on-premise offers?
e. Will the city ensure the infrastructure?

A4:

a. Preference for a SaaS solution for scalability, cost efficiency, and ease of updates. However, the city is open to reviewing on-premise options if they offer significant advantages.
b. Data must be hosted within the United States due to compliance and security requirements.
c. Public.
d. Yes, please include hardware costs in your proposal for on-premise solutions to ensure comprehensive cost comparison between SaaS and on-premise options.
e. The city will provide network connectivity and basic IT infrastructure. However, any specialized equipment or maintenance specific to the FSM should be outlined in your proposal.

Q5. Will mobile devices for field service be Android, IOS or both?

A5: Both are available.

Addendum 1
RFP 25-068-6328 Fiber Optic Network Asset Management Software

Q6: Is any data migration required?

A6: Yes, the inventory of endpoints will be pulled from the City's GIS system.

Q7: Does the 5 users indicated in the RFP include Field Technicians as well?

A7: Yes, depends on the licensing model of the proposed solution.

Q8: Apart of alerts within the field service mobile app do you require parallel notifications sent by e-mail or SMS?

A8: Yes, either parallel option would be accepted.

Q9: Do you have an expected implementation timeline in mind?

A9: A9: Our goal is to implement as soon as possible. We have assets in the ground with Fiber being activated by December 30. The entire project is 175 miles. To date, 155 miles of conduit has been installed. The remaining mileage is for laterals and railroad crossings. Fiber pulls have just been initiated for laterals and phased sections of the backbone.

Q10. Do you require access to a Customer Portal/Interface dedicated for Customers to be informed about e.g. visiting time?

A10: This functionality should be priced separately and optionally if it is not part of the base system as proposed.

Q11: We would like to understand and if possible, get more information on how you understand in the page 3 of the RFP document the requirement: "Annotation and handhole diagrams are automatically updated as data changes"

A11: This requirement implies that all annotations, labels, and diagrams associated with handholes and other network components should automatically update in real-time as changes are made in the FSM or ArcGIS. For instance, if a fiber segment is modified, related diagrams should reflect these changes without requiring manual updates.

Q12: Our understanding is we will need to integrate with ArcGIS, in the preferred scenario we will be the inventory, and the design management tool and ArcGIS will get the inventory information from our database. Is that right?

A12: City GIS will be the inventory, and the design management tool and ArcGIS will get the inventory information from the City's database.

Q13:

a. On page 3 “Annotation and handhole diagrams are automatically updated as data changes”, can you elaborate on this requirement a bit more?

b. Do you need to import handhole diagrams in a specific format (AutoCAD, Visio, etc) or is any additional requirement needed?

A13:

a. This requirement implies that all annotations, labels, and diagrams associated with handholes and other network components should automatically update in real-time as changes are made in the FSM or ArcGIS. For instance, if a fiber segment is modified, related diagrams should reflect these changes without requiring manual updates.

b. AutoCAD and Visio formats are commonly used, so compatibility with these file types is preferred. If there are limitations, please specify supported formats and any additional file conversion tools required.

Q14: Related to Digital Image Management: We understand you need a repository to upload images (no size limitation), and any type of document. Therefore, the users can access immediately access information (Document Management system). Is this correct?

A14: Yes, that is correct.

Q15:

a. On page 7: It is mentioned that we need to integrate with another network monitoring system. We want to understand if the main idea is to collect the network inventory alarms and show them in our platform together with the services impacted (we would need to add a Service Impact analysis component) and also, we would need a DB where the services are stored or somewhere the information would be available to correlate the information. Can you elaborate a bit more about this requirement? Is it mandatory in the proposal or an add-on?

b. How many alarms should we process on a daily basis?

c. Do you have a specific list of elements we need to integrate with (SW vendor, protocol available, technology (transport, fixed access, radio)?

A15:

a. This functionality should be priced separately and optionally if it is not part of the base system as proposed. Integration may be accomplished by webhooks using JSON or SNMP. The network elements will include Cisco NCS and ASR components running IOS, Graylog, and Solar Winds for logging and monitoring.

b. Less than 100.

c. Specific elements include fiber optic cables, access points, handholes, and power supplies. Protocols required will likely involve IP-based communication for transport and LoRaWAN for remote meter connectivity. Integrations will be needed with transport and fixed access technology for fiber management. Specific radio technologies may be relevant for any cellular network aspects of the project (e.g., CBRS LTE).

Q16: What types of coordinates should we support natively?

A16: Decimal degrees, Latitude/Longitude, NAD83 Virginia State Plane South US Survey Feet.

Q17: On page 8. Can you elaborate a bit more about the requirement "… assets from map regions to signals on a cable" so we can understand how information should be presented in our solution and the type of view the city wants?

A17: This requirement means that FSM should visually link physical assets (e.g., fiber optic cables, handholes, splicing points) to the signals traveling through those cables. The City wants a clear, map-based view where users can click on a map region, zoom into specific network assets, and view signal paths, strength, and connectivity status across cables. The interface should allow for tracing signal flow and quickly identifying points of failure or congestion.

Q18: Related to ISP (inside plant management), would you consider the following components? Floor plant view (tool for importing plant Cad, Visio files to manage the rooms). Rack Management (to manage all racks positions and visualization), Power and Cooling (assets and calculations related to them).

A18: This functionality should be priced separately and optionally if it is not part of the base system as proposed.

Q19: Which GIS solution will remain the master, ArcGIS or our GIS solution? Our current understanding is that we will provide our inventory information to ArcGIS, or will it be the other way around?

A19: The desired solution should use ESRI desktop or server components as the mapping components and the data will not get passed between platforms.

Q20: Related to alarms, should we assume that all the alarms already processed will be delivered to our platform from Juniper, SolarWinds, etc. and our responsibility will be to manage and centralize the alarms and show them in a centralized platform like ours OR we are intended to acquire the alarms from the mediation platforms, process and analyzed them as well? Can you please elaborate on this point?

A20: This functionality should be priced separately and optionally if it is not part of the base system as proposed. Integration may be accomplished by webhooks using JSON or SNMP. The network elements

will include Cisco NCS and ASR components running IOS, Graylog, and Solar Winds for logging and monitoring.

Q21: Do you need a Trouble ticketing platform?

A21: Yes, a Trouble Ticketing platform is required. This system should enable users to log, track, and manage network issues efficiently. Ideally, it should integrate with other FSM functions for seamless updates on asset status and maintenance records.

Q22: Will the awardee be responsible for inputting data of the current fiber optic assets into the awarded software solution, initially and for the duration of the contract?

A22: Yes, the awardee will be responsible for the initial data entry of current fiber optic assets into the FSM.

Q23:

a. Does an SaaS (Software as a Service) Delivery and Implementation model. comply with the OFF-PREMISES option?
b. With the respect to RFP statement: "Contractor will deliver an on-premises Solution, all proposed software must integrate with the City's pre-existing geospatial platform, which includes the following...." QUESTION. Since this specifies ON-PREMISES, does it also apply to OFF-PREMISES? Or - can an Off-Premises delivery. more, precisely, SaaS, submit Exceptions where applicable?
c. Kindly elaborate on TABLE 1 compliance parameters for OFF-PREMISES delivery. more precisely SaaS?
d. Are the required - QUALS, References, Certificates of Compliance. Insurances, et al; required by Sub-Contractor (s) as well as the Prime/Consultant; or solely the Prime?
e. Additionally, can documents required in numbers (i.e., 4 References, etc) be shared by Prime and Sub-Contractors or is it 4 per Team member?
f. With an SaaS OFF-PREMISES delivery model, that may not require On-Site or Field presences - Training would be remote); what Liability, Insurance instruments would be required?

A23:

a. Yes, a SaaS Delivery and Implementation model aligns with the OFF-PREMISES option and is preferable for streamlined maintenance, upgrades, and cost-effectiveness.
b. Yes.
c. Submit Exceptions where applicable.

d. Both Prime and Sub-Contractors must provide necessary qualifications, references, and certificates of compliance. Insurance requirements may vary by role but must ensure comprehensive coverage for all parties involved.

e. Shared references are acceptable.

f. For a SaaS model with remote training, general liability and cybersecurity insurance are essential. Additionally, errors and omissions insurance should cover potential data entry or system errors, given the critical nature of the FSM data.

Q24: What system of record does the City currently utilize to document fiber (example CAD, KMZ, GIS etc)?

A24: GIS (Magellan's)

Q25: Does the city have redline as-builts for any fiber that was currently built? If yes, what redline information was captured (offset and depth, cable sequential information, splicing schematics etc)

A25: Yes, the city has redline as-builts for some existing fiber installations. Captured information typically includes offset and depth, cable sequential information, and splicing schematics. Additional data, if available, will be shared with the awarded vendor.

Q26: What attribute information is captured in ArcGIS regarding the existing fiber (example, placement type aerial/underground, strand count, dark vs lit fiber etc.)

A26: Conduit attributes in Magellan's schema

name
category
diameter
duct_count
depth
install_me
status
length
phase
area_name
material
inner_duct
inner_du_1
comments
existing_o

Structures attributes

name
structure_
size
depth
status
phase
area_name
rating
ground
hierarchy
comments
existing_o

City of Chesapeake, VA
City Purchasing
Carol Robinson, Chief Procurement Officer
306 Cedar Road, Chesapeake, VA 23320
(757) 382-6359

Q27: What does the city currently utilize to capture / create splicing details?

A27: Greenfield project. No data has been collected at this time.

Q28: Does the city have any existing data diagrams regarding fiber strand utilization (ex: dark fiber vs lit fiber) If yes, what format is this data captured (ex: spreadsheet, GIS, CAD etc)?

A28: Yes, spreadsheets.

Q29: Does the City expect the winning contractor to perform field audit work to capture details of the existing fiber plant (sequential cable footage number, splice case audits, Fiber Term panel audits etc).

A29: No, this information will be provided by Construction crew.

Q30: What level of documentation does the city have regarding the current network architecture (link logical network diagrams, circuit diagrams etc).

A30: This is a greenfield network. Logical network documentation will be produced by the VAR who deploys the Cisco-based network.

Q31: Does this RFP require daily, weekly or monthly support once training has been completed?

A31: Monthly support is generally expected once training has been completed, with the flexibility to escalate support needs as required by system or network changes. The support should include ongoing software updates, maintenance, troubleshooting, and data management assistance.

Q32: Will this RFP to provide the solution and training only, does the City of Chesapeake require the bid winner to manage the fiber/cellular/wireless components in the asset management tool?

A32: No, City GIS and Outside Plant Manager will manage the software.

City of Chesapeake: FIBER NETWORK GIS SOFTWARE RFP

EXECUTIVE SUMMARY

GEOGRAPH Technologies TO: CITY OF CHESAPEAKE, VA

To Whom it May Concern,

It is my pleasure to submit our proposal for a **Fiber Management System (FMS)**. We look forward to working with the evaluation team at the City of Chesapeake. GEOGRAPH™ Technologies, LLC provides GIS-based communications network management solutions for Fiber, Copper, and Coax networks in our product suite, CrescentLink®. We also provide a host of services through our internal, on-site Professional Services team. GEOGRAPH™ was founded in June 2018. CEO Bruce Smith was a partner at Palmetto Engineering and Consulting (PEC) where he managed the department that developed and sold CrescentLink® since its inception in 2010. Bruce Smith along with three other members of the CrescentLink® team bought the IP rights, and contracts of the CrescentLink® product from PEC. To date, we have 168 customers in 38 states, Canada, Guyana, Guam, Bahamas and the US Virgin Islands; With over 1,600 individual users.

The founders of GEOGRAPH™ have combined experience in Telecommunications Engineering, Service, Design, and Implementation covering all areas of network operations, and services. CrescentLink® was born by Engineers and Operators that saw firsthand the needs of the industry. ***We are not developers that found a problem for our software. We are engineers that created software for our problems.***

If you manage any of these networks or need to build one from scratch, our CrescentLink® software extensions make it possible to take your project from concept to completion. Utilizing GIS to design, build and manage a complete 360° view of your network down to a single strand of fiber or port on a piece of equipment. Built especially for Esri's ArcGIS Ecosystem, our suite of tools are strategically developed to fill the gaps left by other GIS software.

As a Gold Partner with ESRI, the global market leader and pioneer in problem-solving with GIS, we offer world-class solutions specific to your network needs, including consultation services and team training.

The GEOGRAPH™ approach to on-boarding a new customer is what we call a “Crawl, Walk, Run” approach. This means that we first take care in the very beginning to collaborate with all stakeholders to plan extensively, all facets of the project plan. Once a schedule and timeline has been established, we are sure to outline each party’s responsibilities throughout the plan, highlighting all milestones and ‘due dates’ for those milestones. From here, we can move with more efficiency and structure, through each step of the project plan.

Here at GEOGRAPH™, we pride ourselves on our Customer Support. We view our customers not as customers, but as Partners; Partners whom we feel an inherent responsibility to ensure that they are successful in all aspects. Our team is made up entirely of in-house staff, with a dedication to prompt and thorough support of our customers. We have, since our company’s founding, carried a 100% Support satisfaction rating and focus heavily on maintaining close, personal relationships with all stakeholders.

During the execution of this project, the City of Chesapeake would work with our Customer Experience, Professional Services and Development Teams. Our Customer Experience team will work with City of Chesapeake representatives from the very beginning, throughout the evaluation and decision-making process and into the post-sale. The post-sale phase is where the on-boarding project, outlined below, will be carried out.

For on-boarding, City of Chesapeake will work more closely with the GEOGRAPH™ Professional Services team, and with the GEOGRAPH™ Development team on occasion. Our Professional Services team executes all of the project management, and is responsible for coordinating and executing the entirety of the project, outside of any custom development or configuration. Any data migration required to convert City of Chesapeake’s legacy plant data, will be scoped, planned and executed by the GEOGRAPH™ Professional Services team, entirely in-house.

Any custom development, integration, deployment or configuration of GEOGRAPH's™ offerings, will be managed by both the GEOGRAPH™ Professional Services team and Development team. These teams, both fully in-house, will work hand-in-hand together with the applicable City of Chesapeake stakeholders to scope, plan and execute any custom development, integration, deployment and/or configuration of GEOGRAPH's™ offerings.

All of the above mentioned portions of the full on-boarding and deployment process, will be outlined in detail during the first series of kick-off meetings between GEOGRAPH™ and City of Chesapeake. A timeline for executing all phases of the on-boarding process will be created collaboratively with the City of Chesapeake and GEOGRAPH™ teams, after the initial kick-off call.

We thank you again for your consideration and the opportunity to participate in this RFP. We welcome any and all questions related to our proposal and other relevant matters. We look forward to working with you all and wish you the best of luck during your evaluation.

Sincerely,

Josh Crozier
Sales Manager
GEOGRAPH Technologies
229-254-4109
josh.crozier@geograph.tech

WHO WE ARE

Ideology & Vision

It should be our never-ending effort to continuously seek answers to the question “Why?” Curiosity to serve and solve problems should be our guiding principle in all that we do. The ideology to not only provide the best products, but also the best customer service and training, will create a company that grows and believes far beyond its own existence.

The value of GEOGRAPH will exist hand in hand with the value of its customers. Our value and worth is a direct correlation with that achieved and experienced by the customers that we serve.

As members of this organization, we must live and breathe by these standards. It is everyone’s mission to make sure that those within the organization take every opportunity to promote these ideologies, both intrinsically and extrinsically, so that this brand and this company can excel, both now and forever.

Customers

- Focus on outstanding customer support and training.
- Provide state-of-the-art technologies and services that bring value and understanding to our customers and create long-term relationships that are mutually beneficial.
- Stay educated on the latest trends and issues in the industries we serve so we can provide expertise in practice and support

Products & Services

❖ Provide advanced technologies that meet and exceed the expectations of our users. ❖ Create easy-to-use, functional tools that provide users with the necessary information to better do their jobs for the betterment of themselves and their organizations. ❖ Continually educate ourselves and our staff on the most up-to-date information to provide expertise in product and service.

Community

❖ Be in tune with the communities we work and live in.

❖ Be good stewards of our time and resources so that we are bettering the communities around us.

❖ Be aware of the communities of our customers. Through social media and personal interaction, we will connect with and promote our customers and their social impact within their communities.

BUSINESS PHILOSOPHY

At GEOGRAPH, we believe that you should have complete control over your network. This means not only being responsible for your network, but also being equipped with the necessary tools and technology, industry know-how, resources and knowledge share, and ongoing support to be successful.

Today, decisions are made at the speed of trust and knowledge. If you lag behind in either of those, there are many pitfalls standing in the way of your organization and achieving success. GEOGRAPH Technologies exists to bring you the tools and processes that allow you to “Take Control of Your Network,” and in today’s competitive and complex market, we all need all the help we can get!

At GEOGRAPH, what truly sets us apart is our commitment to service and support. Our philosophy is and will continue to be, that simply providing a toolset to organizations in the telecommunications industry isn't enough – organizations need trusted advisors and confidants they can rely on to guide them through their processes, who will answer the call in times of distress or emergency, and who serve as industry experts that our customers can lean on. We don't seek to be the hero for our customers; rather, we seek to empower and enable our customers to be the heroes.

With over 75+ years of experience, a fully on-site and U.S.-based Support and Accounts team, and over 165+ customers across North America and beyond, our sole purpose is to provide knowledge share and instruction, healthy and in-depth resources, and trusted service and support in furtherance of these goals.

TECHNICAL PROPOSAL

High-Level Overview and Introduction

CrescentLink by GEOGRAPH is a cutting-edge fiber network management software suite that integrates seamlessly with ESRI's ArcGIS Ecosystem, offering powerful tools for telecommunications network design, management, and analysis. It provides end-to-end solutions that empower network operators to streamline their workflows, improve accuracy, and enhance decision-making. The software is designed with the needs of both field technicians and office-based engineers in mind, enabling comprehensive management of fiber assets from the initial planning stages through operations and maintenance.

CrescentLink is complemented by the CrescentLink Web Experience that extends its capabilities to web-based, view-only, real-time management, offering accessibility, collaboration, and operational efficiency. Together, CrescentLink for ArcGIS Pro and the CrescentLink Web Experience provide a robust solution for modern telecommunications infrastructure projects.

FIBER MANAGEMENT SYSTEM: FUNCTIONALITY OVERVIEW

CrescentLink for ArcGIS Pro: Overview

CrescentLink by GEOGRAPH is a cutting-edge fiber network management software suite that integrates seamlessly with ESRI's ArcGIS Ecosystem, offering powerful tools for telecommunications network design, management, and analysis. It provides end-to-end solutions that empower network operators to streamline their workflows, improve accuracy, and enhance decision-making. The software is designed with the needs of both field technicians and office-based engineers in mind, enabling comprehensive management of fiber assets from the initial planning stages through operations and maintenance.

CrescentLink for ArcGIS Pro: Key Features & Functionality

- Fiber Network Design
- Cable Network Capacity & Utilization
- Outage Management & Response
- Work Order Management
- Asset Customization & Visualization
- Connectivity Building & Management
- Network Tracing & Analysis
- Asset & Connectivity Reporting
- Data Management & Asset Tracking
- Scalability & ArcGIS Ecosystem Integration
- Spatial Reporting

CrescentLink Web Experience: Overview

CrescentLink is complemented by the CrescentLink Web Experience that extends its capabilities to web-based, view-only, real-time management, offering accessibility, collaboration, and operational efficiency. Together, CrescentLink for ArcGIS Pro and the CrescentLink Web Experience provide a robust solution for modern telecommunications infrastructure projects.

CrescentLink Web Experience: Key Features & Functionality

- Real-Time Remote Data Access
- Mobile-friendly Map Interface
- Collaboration & Sharing
- Asset Search & Identification
- Sub-Spatial Asset Analysis
- Splicing Documentation
- Circuit & Connectivity Reporting
- Outage Management & Response
- Integration with Experience Builder Widgets

Integration and Compatibility with the ArcGIS Ecosystem

The CrescentLink Product Suite is built to seamlessly integrate with the ESRI ArcGIS Ecosystem, ensuring compatibility with a wide range of GIS tools and platforms. CrescentLink works natively within **ArcGIS Pro**, leveraging the full power of ESRI's advanced geospatial analysis and data management capabilities. It also allows for use with **ArcGIS Web Maps** and **ArcGIS Online (AGOL)**, allowing for easy sharing of data and network designs across distributed teams and between field and office environments.

Additionally, CrescentLink supports **ArcServer** and **ArcGIS Enterprise** environments, ensuring that organizations can host and manage their own fiber network data in a secure, scalable infrastructure. CrescentLink is further compatible with **ESRI's Experience Builder**, which allows users to create custom web applications that can include CrescentLink functionality (through the **CrescentLink Web Experience**), enabling a truly immersive, interactive experience. This deep integration ensures that CrescentLink users can take full advantage of the extensive suite of tools and functionality within the **ESRI ArcGIS Ecosystem**, leveraging the power of spatial data across multiple platforms and enhancing collaboration, accessibility, and operational efficiency throughout their fiber management workflows.

Summary

The CrescentLink suite of tools by GEOGRAPH, with its robust integration and compatibility with the ArcGIS Ecosystem, offers a comprehensive solution for managing and maintaining fiber optic networks. Whether you're planning a new-build, network expansion or remediation, designing a new network from the ground up, or managing existing plant, CrescentLink empowers teams to work efficiently and make informed decisions. With scalable features, real-time access, and deep GIS integration, CrescentLink is an essential tool for modern telecommunications network management.

Key Features and Functionalities:

1. **Real-Time Data Access**
    a. The CrescentLink Web Experience gives users view-only access to their plant records, to view and manage fiber network data in real time, through a live connection to the organization's Enterprise geodatabase. Changes made in the office are immediately reflected across the platform, ensuring all stakeholders have access to the latest information.

2. **Interactive Map Interface**
    a. The web-based interface allows users to interact with fiber network maps, zoom into specific assets, and access detailed information about cables, splice points, and equipment directly from the map. This is deployed by installing the CrescentLink Web Experience widget into any ESRI Experience Builder application.

3. **Collaboration and Sharing**
    a. Teams can collaborate more effectively by sharing maps and network designs with internal teams or external contractors. With role-based access control, administrators can manage who has access to specific network data.

4. **Mobile-Friendly**

   a. Designed with a responsive layout, the CrescentLink Web Experience is accessible from any web-enabled device, allowing personnel, either internal or external, to access critical network information while on-site, according to the wishes and preferences of your organization.

5. **Integration with CrescentLink for ArcGIS Pro**

   a. The Web Experience is live-link to your CrescentLink enterprise geodatabase, built and maintained using ESRI's ArcGIS Pro application. This makes the connection between CrescentLink for ArcGIS Pro and the CrescentLink Web Experience seamless, fo rmore efficient data exchange and access, and workflows between the desktop and web environments.

View-Only Functions (Also included in CrescentLink for ArcGIS Pro):

1. **CrescentLink Search Function**

   a. Enables users to search for locations using the CrescentLink StationID field (used to document addresses or access point naming conventions) or customer/terminating point information (i.e. names, addresses or phone numbers) imported from a CIS, to drill-down directly on relevant locations with ease.

   b. **Use case:** Ideal for quick searches to locate specific assets within your network digital twin, to initiate various workflows and processes for analyzing network assets, identifying network locations, and more.

2. **Fiber Cables, Fiber Strands, Equipment, and Equipment Ports Analysis:**

   a. Provides an in-depth view of the entire network infrastructure, helping users understand how assets are connected.

   b. **Use case:** Useful for identifying and analyzing network circuits, lit customers/end points, cable routes, and more.

3. **Splice Diagrams and Tabular Splice Reports:**

   a. View and analyze access points in the network with detailed diagrams and tabular reports.

   b. **Use case:** Great for field technicians assessing splice point conditions, planning network maintenance, and performing outage response functions.

4. **Fiber Cable Trace Reports:**

   a. Allows users to view the results of fiber-strand and equipment port traces, showing all network elements that make up an individual circuit.

   b. **Use case:** Helps field teams identify customers impact during outages or maintenance.

5. **Fiber Cable Summary Reports:**

   a. Offers high-level summaries of fiber cable usage and condition, helping network administrators keep track of network health.

   b. **Use case:** Essential for regular reporting on network performance and capacity utilization.

6. **Distance Trace Tool:**

   a. Provides distance measurements between key network points and helps users assess network design parameters.

b. **Use case:** Used during network design review to validate distances between planned infrastructure.

7. **Fiber Cable/Fiber Equipment Port Tracing Functionality:**

a. Displays the signal paths and fiber port connectivity within the network for easy troubleshooting.

b. **Use case:** Perfect for identifying physical and logical connection issues between equipment ports and cables.

Integration and Compatibility with the ArcGIS Ecosystem

The CrescentLink Product Suite is built to seamlessly integrate with the ESRI ArcGIS Ecosystem, ensuring compatibility with a wide range of GIS tools and platforms. CrescentLink works natively within **ArcGIS Pro**, leveraging the full power of ESRI's advanced geospatial analysis and data management capabilities. It also allows for use with **ArcGIS Web Maps** and **ArcGIS Online (AGOL)**, allowing for easy sharing of data and network designs across distributed teams and between field and office environments.

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IMPLEMENTATION PLAN

Phase 1: Discovery (Project Setup/Administration)

Steps Include:

a. Project Organization
b. Project Team Training
c. Technical Environment Planning and Set-Up
d. Deliverables

A. Project Organization

The purpose of this section is to outline the tasks by the GEOGRAPH operations team members and members of City of Chesapeake's teams that will complete initial set-up and planning of the overall project. Points of contact, timelines, milestone expectations and final deliverables will be established.

B. Project Team Training

The purpose of this section is to discuss CrescentLink training options and decide on the best

training option for the prospective customer. If the City of Chesapeake prefers to have a custom training on the CrescentLink software, GEOGRAPH operations team members who will be conducting that training, will be briefed on the new curriculum. Any and all training of the GEOGRAPH team members to ensure their adequacy in performing the training for the prospective customer will be done.

C. Technical Environment Planning/Setup

The purpose of this section is to outline the technical and system requirements needed to achieve the deployment desired by the prospect. The majority of the project will be taken care of by City of Chesapeake's own personnel, the prospect's ESRI representative and ESRI's professional services team. Here, discussions on how the network will be stored, shared and edited, whether an on-prem or cloud-based server will be deployed, what workstation machines will be utilized, whether AGOL and Arc Portal will be utilized and what database management system will be utilized. GEOGRAPH will be involved during the software configuration portion of this phase.

- **Sub-Categories:**
    - Database Planning using Vendor Sizing Recommendations
    - Assess Hardware and Related Software(s)
    - Configure and/or Install Hardware and Related Software(s)
    - Set-Up Remote Access for Applicable Resources (VPN to prospect's Desktops)
- **Sub-Category A: Database Planning using Vendor Sizing Recommendations**

This section is to outline the database and server needs of the prospect according to how they want to utilize the software and data (i.e. multi-user editing, web sharing, etc.). ESRI professional services team members will get involved to ensure that the prospect's team knows what hardware/software is needed to deploy everything as they wish to utilize it in the way in which they wish to utilize it.

ESRI's web technology (Arc Portal, AGOL, etc), whether the prospect will deploy an on-prem server environment or utilize a cloud-based storage system and what database management system is right for the prospect. They will also assess any existing technology fitting within this purview to ascertain whether it can be used to achieve the prospect's ultimate goals for deployment and utilization.

- **Sub-Category B: Assess Hardware and Related Software(s)**

During this phase, ESRI professional service team members will work with the prospect personnel to decide whether the prospect will be utilizing ESRI's web technology (Arc Portal, AGOL, etc), whether the prospect will deploy an on-prem server environment or utilize a cloud-based storage system and what database management system is right for the prospect. They will also assess any existing technology fitting within this purview to ascertain whether it can be used to achieve the prospect's ultimate goals for deployment and utilization.

- **Sub-Category C: Configure and/or Install Hardware and Related Software(s)**

This section is to outline coordination between ESRI and the prospect's personnel to install all hardware and software (outside of CrescentLink) to prepare the prospect for a full CrescentLink deployment. This includes ESRI's AGOL and Portal, either an on-prem or cloud-based server, the proper database management system and the individual workstations the end-users will be utilizing.

- **Sub-Category D: Setup Remote Access for Applicable Resources (VPN to Prospect Desktops)**

This section describes establishing a process for GEOGRAPH personnel to VPN to the prospect's machines on-site to perform contracted services rather than performing the work on GEOGRAPH machines and delivering the finished product.

D. Deliverables

This section is to outline the scope of work that will be established during the kick-off meeting, but will become applicable during this time when all necessary hardware and software is being installed at the prospect's location.

Phase 2: Define & Design

Steps Include:

a. Project Team Training
b. Outline GEOGRAPH Business Processes
c. Finalize Application Scope
d. Setup Technical Environment(s)
e. Design (Confirm) Application Setup/Configuration to Support Scope
f. Design (Confirm) Conversion/Enrichment Processes (Including Data Clean-up)
g. Complete GEOGRAPH Business Processes
h. Confirm Standard Reports (Identify Custom Reports Needed)
i. Confirm Test Plan
j. Update Technical Requirements
k. Deliverables

A. Project Team Training

This task will ensure that all GEOGRAPH personnel responsible for conducting training for the prospect's end-users are up-to-date on all applicable curriculum prior to training the prospect

end-users. The curriculum tested will be established in the scope of work, discussed in the kick-off meeting outlined above.

B. Outline GEOGRAPH Business Processes

This task is to outline what business processes and pertinent project management functions will be utilized by the GEOGRAPH team in performance of any and all data migration work, custom software configuration and/or other negotiated professional services project(s) per the GEOGRAPH scope of work.

C. Finalize Application Scope

The purpose of this task is to discuss and outline the scope of the final CrescentLink deliverable to the prospect. Whether the prospect will contract GEOGRAPH to do custom configuration of the software and/or network data delivered will be established and submitted as part of the final scope of work, as well as any task order for any individual project(s).

D. Setup Technical Environment(s)

This task will be coordinated between the prospect personnel and ESRI professional services team members. All of the database storage servers (whether on-prem or cloud-based), the database management system, ESRI's enterprise server software and the other hardware and software that will be deployed, will be set up during this time.

E. Design (Confirm) Application Setup/Configuration to Support Scope

During this task, the CrescentLink software (whether custom configured or out of the box) will be delivered, according to the GEOGRAPH scope of work.

F. Design (Confirm) Conversion/Enrichment Processes (Including Data Clean-Up)

If data migration work is to be done to bring existing prospect network plant data over into the CrescentLink platform, that project will be outlined and completed during this task. The purpose is to deliver a fully functioning geodatabase of connected network plant data.

G. Complete GEOGRAPH Business Processes

Any outstanding business processes that will be utilized by the GEOGRAPH team in the performance of contracted professional services will be outlined and agreed upon here.

H. Confirm Standard Reports (Identify Custom Reports Needed)

The CrescentLink software, coupled with ESRI's ArcMap for desktop, has very robust reporting functionality natively within the platforms. However, there are other custom reports that can be created. Any custom reports that the prospect would like for GEOGRAPH team members to create/prepare will be outlined here.

I. Confirm Test Plan

The prospect, during this step, will confirm all internal business processes and steps that will be utilized during the testing and implementation of the final CrescentLink deliverable.

J. Update Technical Requirements

Any updates, advancements or improvements that need to be made to the supporting hardware/software at the prospect's location will be completed during this step.

K. Deliverables

During this step, all supporting software and hardware will be defined in a scope of work and any outstanding pieces of such will be delivered to the prospect in preparation for deployment of the CrescentLink software and geodatabase.

Phase 3: Development & Configuration

Steps Include:

a. Application Setup/Configuration
b. Application Setup/Configuration Testing
c. Existing Network Plant Data Migration
d. Interface Program Development & Unit Testing

e. Report Development
f. Cutover Plan Development
g. Deliverables

A. Application Setup/Configuration

Any customization or custom configuration of the CrescentLink software will be performed and part of the final CrescentLink deliverable to the prospect.

B. Application Setup/Configuration Testing

If any customization or custom configuration is done to the CrescentLink software, those changes will be tested both in-house by GEOGRAPH team-members and by the prospect's end-users to ensure it is adequate according to the scope of work.

C. Existing Network Plant Data Migration

This task is to complete any migration and enrichment of existing prospect network plant data into the CrescentLink data model. The migration will bring over all existing plant records and build in CrescentLink connectivity to create a fully functioning CrescentLink geodatabase of the prospect network plant records.

D. Interface Program Development & Unit Testing

The GEOGRAPH scope of work will include any interface program(s) that the prospect wants to be completed and if this is included in the scope of work, that work will be tested at this point.

E. Report Development

As stated previously, any custom reports that the prospect wishes to have GEOGRAPH create for them, will be done in this section as those reports will be tested here as well, preparing them for final delivery.

F. Cutover Plan Development

The prospect will create a plan internally to cutover all of their existing applications and system(s) of record over to utilizing the applicable ESRI technology and the CrescentLink software for network management.

G. Deliverables

The completed data migration geodatabase, along with any custom reports, will be part of the deliverable here.

Phase 4: Testing

Steps Include:

a. City of Chesapeake-Specific Steps
b. Training & Performance Support
c. Define Deployment Support Procedures & Communications
d. Deliverables

A. City of Chesapeake-Specific Steps

Internal testing of the new applications and software will be conducted here to ensure that installation and configuration were done correctly and the environment will support the workflows and processes that were desired at the onset of this process.

B. Training & Performance Support

The CrescentLink training (whether standard or custom configured curriculum) will be conducted for the prospect's end-users. During this phase, the location (whether on-site at the prospect's location or remotely) and the training data (whether the prospect's network data or the standard demo dataset) will be determined. All custom training data will be tested and put through a QA/QC process to ensure accuracy and effectiveness.

C. Define Deployment Support & Procedures & Communications

During this phase, final preparations and actions will be performed in order to set up a full deployment of the ESRI and CrescentLink technology. All last-minute assessments will be made and preparations for full deployment completed.

D. Deliverables

All remaining contract documents, task orders, and scope(s) of work will be delivered and

approved by all parties at this time, in preparation for full deployment in the next phase.

Phase 5: Deployment

Steps Include:

a. Conduct End User Training
b. Finalize Deployment Support Processes
c. City of Chesapeake-Specific Steps
d. Post Implementation Support & Audit

A. Conduct End User Training

CrescentLink training will be performed now in accordance with the agreed-upon location and training data outlined in the above section.

B. Finalize Deployment Support Processes

Coordination efforts will be made between the prospect and GEOGRAPH to finalize all points of contact, deployment dates, deliverables and deliverable dates, and other applicable matters.

C. City of Chesapeake-Specific Steps

The prospect will have most of the responsibility for these final steps. During this phase, the production environment will be finalized and assessed for completeness. The final version of the CrescentLink (and the prospect's data geodatabase) deliverable will be completed and approved. And preparations for a final cut-over will be made and vetted.

1. Production Environment Preparation

a. Prepare Production Environment
b. Develop Final Application Configuration
c. Production Environment Test

2. Cut-Over

3. Readiness Assessment

D. Post Implementation Support & Audit

Final approval, resolution, implementation and deployment steps will be made during this

phase via a joint, coordinated effort by the prospect, GEOGRAPH and ESRI personnel.

*****PLEASE NOTE, THE IMPLEMENTATION PLAN ABOVE IS AN EXAMPLE IMPLEMENTATION PLAN. BEFORE EXECUTING THIS PLAN, A BUSINESS MEETING WILL BE HELD WITH City of Chesapeake TO WALK THROUGH EACH OF THESE STEPS, DETERMINE WHICH STEPS NEED TO BE INCLUDED IN THIS PLAN, ASSIGN STAKEHOLDERS AND RESPONSIBILITIES, AND FINALIZE SPECIFIC City of Chesapeake IMPLEMENTATION PLAN.**

COST PROPOSAL

CrescentLink Software Suite Costs

*****The following cost information includes GEOGRAPH's costs for our Enterprise Site License option for software licensing, as well as a line item for our Standard Annual Support. As part of our RFP submission, GEOGRAPH is proposing an Enterprise Site License (ESL) forCity of Chesapeake, which will give the organization unlimited licenses of both CrescentLink for ArcGIS Pro and the CrescentLink Web Experience. The cost listed for the ESL line item is a high-level cost. For a final, proposed cost for software, GEOGRAPH requests additional information from All Points pertaining to your anticipated userbase size (i.e. number of Edit users and number of Field users, etc.) as well as the size of City of Chesapeake (i.e. number of access points, subscriber count, route miles, etc.). GEOGRAPH has a tiered system for our ESL offerings. In order to ascertain which tier Chesapeake qualifies for, the above-mentioned information is necessary.**

PRODUCT	LICENSE TYPE	LICENSE/SERVICE CONFIGURATION	PRICE (PER YEAR)
GEOGRAPH™ Standard Support	Standard Annual Support	Per Organization	20% of total annual software spend
GEOGRAPH™ On-Line Training	2-Day Instructor-led Training	One Time Cost (per session)	$4,800
CrescentLink® Enterprise Site License*	Unlimited Licenses	Unlimited of any configuration of CrescentLink Network Manager Edit, View and Web Experience Licenses.	ESCALATED RAMP

	YEAR 1	ESL Tier 2 (Up to 5,000 miles, 10,000 subscribers)	$25,000
	YEAR 2	ESL Tier 3 (Over 5,000 miles, Over 10,000 subscribers)	$50,000

***As part of GEOGRAPH's submission, we are proposing an Enterprise Site License. This license model will allow Chesapeake to continue to grow as planned, without needing to renegotiate contracts or pricing. This Tier will afford Chesapeake unlimited licenses of both CrescentLink for ArcGIS Pro and the CrescentLink Web Experience. Our proposal also includes 20% of the software spend for our Annual Standard Support.**

GEOGRAPH Professional Services Costs

SERVICE	UNIT OF MEASURE
DATA CONVERSION	FIXED; LUMP SUM
DATA ENRICHMENT	FIXED; LUMP SUM
DATA MIGRATION	FIXED; LUMP SUM
DATA MIGRATION	HOURLY
DATA MIGRATION	UNIT-BASED

*****A cost for GEOGRAPH Professional Services will be defined once a complete project scope is completed by the GEOGRAPH Professional Services team. During this process, our team will assess the data, and complete a scope of work for the project to outline the timing for starting and completing the project, the level of effort required for completing the project, and the cost associated with this work.**

GEOGRAPH Professional Services: Services Defined

1. Data Conversion Services

This process is used to migrate data from existing customer supplied data into the CrescentLink Sabal Data Model. Conversion is typically programmatic but does require manual analysis of the data in order to set up the workflow for conversion. During this process, client interaction is sometimes needed to further understand the supplied data.

These services are administered and completed entirely in-house by our on-site, direct employed team of GIS technicians and analysts. Our billing and invoicing for Data Conversion services is a Fixed Cost, Lump sum expenditure.

2. Data Enrichment Services

Data enrichment of converted data includes adding geometric network connectivity in order to model the behavior of common network infrastructure. During this process, we clean up spatial inaccuracies to ensure proper feature location. In addition to this, we also attribute feature data, create connectivity via splicing, attribute counts, and add passive and active equipment (if known and supplied).

In order to ensure that the enrichment of the data is translated correctly and meets customer expectations, we may request the customer provide periodic access to qualified personnel to assist in the reconciliation of ambiguous or inconsistent data.

These services are administered and completed entirely in-house by our on-site, direct employed team of GIS technicians and analysts. Our billing and invoicing for Data Enrichment services is either a Fixed Cost, Lump sum expenditure, or an Hourly/Unit-Based measure. The invoicing and billing procedure would be defined during our scoping of the project.

3. Data Migration Services

Data Migration services are a combination of the Data Conversion and Data Enrichment services outlined above.

These services are administered and completed entirely in-house by our on-site, direct employed team of GIS technicians and analysts. Our billing and invoicing for Data Migration services is either a Fixed Cost, Lump

sum expenditure, or an Hourly/Unit-Based measure. The invoicing and billing procedure would be defined during our scoping of the project.

NEW CUSTOMER ONBOARDING: PROJECT REFERENCES

Client Reference 1: Contact Information
Sam Newman Cobb Electric Membership Corporation (Cobb County, GA) Sr. Mgt., Enterprise Systems & Apps (770) 490-4435 sam.newman@cobbemc.com
Project Description
Project Purpose: The client began evaluations for a robust, GIS-based desktop platform that could handle the build-out and

documentation of their growing fiber network from the design/engineering phase, through construction and for the maintenance of the network long-term. Upon selection, the GEOGRAPH Professional Services team was contracted to migrate their existing network records into our software's proprietary data model, and customize the client's map space and database to help with their deployment.

Our team performed an initial data conversion to transfer their spatial records into ArcGIS and the CrescentLink Data Model. We then enriched the data to include all of the plant attribute information, equipment data, and network connectivity data. These two phases were part of project 20-COB-01.

GEOGRAPH was also contracted for a custom configuration of their database and map space. Our team customized their database to include fields and information specific to their equipment and plant facilities vendors, design/engineering/construction contractors, and their internal accounting and warehousing personnel. We then set up their map space so that their symbology matched what their contractors were already accustomed to using and seeing.

Services Provided:

1) Legacy spatial and excel spreadsheet data conversion and enrichment into the CrescentLink data model
2) Custom software (map space and geodatabase) configuration
3) Two-day, Instructor-led, on-site training and consultation of the customer and their workforce

Project Milestones & Details

20-COB-01 (Legacy Data Migration)

1) Full conversion of the customer supplied network data into the CrescentLink data model, complete with feature attribute information.
2) Full enrichment of those converted records, to build in network equipment and CrescentLink level connectivity (equipment port level and fiber strand level connectivity)
3) QA/QC and Delivery of the fully migrated data to the customer.

20-COB-04 (System Custom Configuration)

1) Compilation of all equipment types and configurations, all outside plant types and configurations (fiber cable, access points, etc.), and all of the requested customizations and configurations to be done on the database.
2) Creation of all fiber network equipment templates, including equipment port configurations and information, as well as equipment type properties and attributes.
3) Creation of all Outside Plant feature templates, including feature level attributes, feature subtypes and feature symbology.
4) QA/QC and Delivery of the fully configured database and map space to the client.

Project Deliverables

20-COB-01 Deliverables:

1) Fully migrated legacy network system of record in a file geodatabase in the CrescentLink data model and schema.

20-COB-04 Deliverables:

1) Full set of custom configured equipment and feature templates, including all attribute information and properties.
2) Full custom configured symbology package to model their Inside Plant and Outside Plant features in their map space.
3) Custom configured data schema to properly document and maintain all Inside Plant and Outside Plant attribute information and properties.

Other Deliverables (Software)

1) CrescentLink Desktop Software; Annual Subscription - Enterprise Site License; Tier 1
2) GEOGRAPH Standard Support - Annual Subscription

Client Reference 2: Contact Information
Karen Rossmeier ENTRUST Communications (Engineering & Consulting) Director, Detailed Design (256) 244-0159 karen.rossmeier@entrustsol.com
Project Description
Project Purpose: The client needed a robust, GIS-based desktop platform that could handle the build-out and documentation of their customers' growing fiber network from the design/engineering phase. They also desired a platform that they could recommend to their customers, and easily deliver the completed network designs to the customer, for the customer to take over long-term maintenance. Lastly, they desired to also have a tool in which to provide View-access to the network designs, to their customers, during the design/build-out process. To facilitate this, our team was also contracted to migrate their existing customers' network design records into our software's data model, so that

Fiber-Rise could continue designing in the new tool. All "in-progress" designs were converted into CrescentLink as separate projects.

Our team developed a custom migration tool that would programmatically convert all spatial network records from the VETRO platform into CrescentLink, as well as programmatically reference all associated connectivity records to build-out complete strand and port-level network connectivity. As a result, GEOGRAPH was able to convert (7) Fiber-Rise customers' engineering designs from VETRO into CrescentLink, complete with full feature attribution and network connectivity, in approximately (8) weeks.

Services Provided:

1) Programmatic conversion and enrichment of legacy spatial and spreadsheet data from VETRO platform into the CrescentLink data model
2) Two-day, Instructor-led, on-site training and consultation of the customer and their workforce
3) Assistance with deployment and configuration of (7) individual CrescentLink Web Experience instances for Fiber-Rise customer viewing of 'in-progress' network designs.
4) Consultation time with (7) individual customers on how to use the CrescentLink Web Experience tools to view 'design in-progress' network data.

Project Milestones & Details

22-FBR-01 (Data Migration)

1) Custom tool development to be used in-house by GEOGRAPH Professional Services personnel for the programmatic data migration of VETRO spatial and connectivity records, into the CrescentLink Data Model
2) Coordination with Fiber-Rise team members to schedule the pause in production-level design, consolidation of all replicated database versions (for each of the seven customers) into a single database, and delivery of legacy (VETRO) OSP/ISP plant and network connectivity records to GEOGRAPH Professional Services personnel.
3) Programmatic migration of legacy (VETRO) OSP/ISP plant and connectivity records into the CrescentLink data model, for each of the (7) individual datasets.
4) Internal QA/QC of migrated data and subsequent delivery of fully migrated legacy network system of record (VETRO) in(7) distinct file geodatabases in the CrescentLink data model and schema. These (7) individual file geodatabases were representative of the (7) 'design in-progress' customers that Fiber-Rise was currently designing for.

Project Deliverables

5) Assistance with deploying and configuring an individual CrescentLink Web Experience instance for each of the (7) customers, in order for Fiber-Rise to provide Viewing access to the records throughout the remainder of the design process.

22-FBR-01 (Data Migration)

1) (7) distinct CrescentLink geodatabases representing the programmatically migrated legacy (VETRO) ISP/OSP plant and network connectivity records for all of the Fiber-Rise 'design in-progress'

Other Deliverables (Software)

1) CrescentLink Desktop Software; Annual Subscription - Enterprise Site License; Tier 1
2) GEOGRAPH Standard Support - Annual Subscription
3) CrescentLink Web Experience; Annual Subscription - Enterprise Site License (Internal-use)
4) CrescentLink Web Experience; Quarterly Subscription - 'Bucketed' license approach for all Fiber-Rise customers to provide Viewing access to network records during design process

Jeffery Crownover
Conway Corp (Utilities Provider; Conway, AR)
Telecommunication Systems Sr. Designer
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Project Description

Project Purpose:

The client needed a robust, GIS-based desktop platform that could handle the build-out and documentation of their growing Hybrid-Fiber-Coax (HFC) network from the design/engineering phase, through construction and for the maintenance of the network long-term.

Our team first conducted a Data Discovery (**20-CCP-02**) which is a general assessment of the customer-provided network records. The point of this assessment is to first, assess the overall completeness and accuracy of the existing records, and second, measure the level of effort and timetable that would be required to migrate the data into CrescentLink, with all feature attribution and

network connectivity. Then, our team performed an initial data conversion to transfer their spatial records into ArcGIS and the CrescentLink Data Model. Lastly we enriched the data to include all of the plant attribute information, equipment data, and network connectivity data. These two phases were for project 20-CCP-03.

As part of our deliverables for the migration project, our team conducted a custom setup and configuration of their database and map space, to include all existing custom fields, domains, subtypes, etc., and to prepare the database/map for maintenance of the fiber, coax, and HFC networks, all in the same platform and system of record. Our team customized their database to include fields and information specific to their existing plant assets. We then set up their map space so that all of their symbology matched what their contractors were already accustomed to using and seeing.

Services Provided:

1) Programmatic conversion and enrichment of legacy spatial and spreadsheet data from VETRO platform into the CrescentLink data model
2) Two-day, Instructor-led, on-site training and consultation of the customer and their workforce
3) Assistance with deployment and configuration of (7) individual CrescentLink Web Experience instances for Fiber-Rise customer viewing of 'in-progress' network designs.
4) Consultation time with (7) individual customers on how to use the CrescentLink Web Experience tools to view 'design in-progress' network data.

Project Milestones & Details

20-CCP-02 (Data Discovery)

1) Coordination with client to schedule delivery of all existing, legacy plant spatial, attribute and network connectivity records
2) Weeklong assessment of the data for completeness, accuracy, errors and required information
3) Delivery of report detailing any missing features, associations, attributes or connectivity information, as well as the level of effort/timetable for completion of the migration project.

20-CCP-03 (Data Migration)

1) Full conversion of the customer supplied network data into the CrescentLink data model, complete with feature attribute information.
2) Full enrichment of those converted records, to build in network equipment and CrescentLink level connectivity (equipment port level and fiber strand level connectivity)
3) QA/QC and Delivery of the fully migrated data to the customer.

Project Deliverables

20-CCP-02 (Data Discovery)

1) Report detailing missing features, associations, attributes or connectivity information, as well as the level of effort/timetable for completion of the migration project.

20-CCP-03 (Data Migration)

1) Delivery of fully migrated HFC network data, complete with connectivity, to customers' in a CrescentLink GDB.
2) Consultation and assistance with loading migrated database onto Conway Corp's Enterprise GIS system.

Other Deliverables (Software)

1) CrescentLink Desktop Software; Annual Subscription - Stand-Alone, Single-Use CrescentLink Desktop Licenses
2) GEOGRAPH Standard Support - Annual Subscription

RESUMES OF KEY PERSONNEL WHO WILL BE INVOLVED IN THE PROJECT.

Geograph Key Project Personnel

DJ Henrique
Director, Professional Services (PM & Lead)

Dianna Targett
Senior GIS Analyst (Technical Lead)

Tim Sexton
Product Manager - CrescentLink

Grey Pittman
Director, Customer Experience - Project Team

Josh Crozier
Sales Manager - Sales/Onboarding Support

References from at least three clients with a similar network to City of Chesapeake who have implemented Geograph solution.

1. City of Georgetown, Texas

a. Danny Theile

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2. Cobb EMC

a. Sam Newman

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3. City of Hamilton

a. Cody Turnmin

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SECURTY & COMPLIANCE

1. Data Encryption Standards & Key Management

CrescentLink for ArcGIS Pro is an add-in for ESRI's ArcGIS Pro Platform. As such, data encryption and key management follow the industry-leading security protocols established by ESRI within the ArcGIS Pro Environment.

Encryption Standards:

- **Data at Rest**: ESRI's ArcGIS Pro supports encryption of data at rest using AES-256, a highly secure encryption standard.
- **Data in Transit**: CrescentLink leverages the encryption standards provided by ArcGIS Pro, which uses TLS (Transport Layer Security) 1.2 or higher to secure data as it moves between the client (ArcGIS Pro) and any ArcGIS Servers or databases.

Key Management:

- **Key Storage and Access**: Key management for data encryption follows the protocols defined within ArcGIS Pro's secure environment. ESRI handles the generation, storage, and management of encryption keys via secure servers, ensuring that no unauthorized access can occur.
- **User Authentication**: ArcGIS Pro integrates with enterprise-level identity management solutions such as SAML and OAuth, further ensuring secure access to encrypted data through role-based access control.

Additional Security Measures:

- **Compliance**: ESRI's ArcGIS Pro complies with major security standards such as FISMA, FedRAMP, and SOC 2. This means that CrescentLink, as an add-in, benefits from the rigorous encryption and key management practices in place.
- **Custom Encryption**: If additional encryption or key management is required for specific data types within CrescentLink, such measures can be implemented through external encryption mechanisms or the ArcGIS Enterprise's security settings.

2. User Authentication and Permissions Reporting & Auditing

For User Authentication, CrescentLink utilizes a user-based licensing model that is associated with a user's email and password. This account credentialing may also be deployed using the organization's existing SSO infrastructure. In addition to this credentialing, users still need to be authenticated through ESRI's named user account infrastructure. Again, these can be deployed using the organization's existing SSO infrastructure. Being an add-in for the ArcGIS Ecosystem, the CrescentLink suite utilizes the user authentication, permissions reporting, and auditing features built into the ArcGIS platform. These features ensure that access to data and tools within CrescentLink is governed by ArcGIS Pro's secure environment.

User Authentication:

- ArcGIS Pro integrates with enterprise identity management systems such as **Active Directory, LDAP, SAML**, and **OAuth**, supporting Single Sign-On (SSO) and multi-factor authentication (MFA). This can be integrated into CrescentLin's user-based licensing authentication as well.
- This ensures that all access to CrescentLink tools within ArcGIS Pro is controlled by the same secure authentication mechanisms that protect the rest of your ArcGIS environment, helping to enforce organizational security policies. CrescentLink also utilizes a user-based licensing and authentication protocol. This too can be deployed through All Points' preferred Active Directory method.

Permissions Reporting:

- Though GEOGRAPH does allow for some permissions and role-based organization of users and user types, the real controls for edit and access-level permissions are managed through the ArcGIS environment. CrescentLink for ArcGIS Pro users utilize ESRI's named user credentials and this is managed through ArcGIS Pro's role-based access controls (RBAC). Users can be assigned different roles (e.g., Viewer, Editor, Administrator), and these roles dictate the permissions they have to access, edit, or manage data.
- Permissions reporting is conducted within the ArcGIS Enterprise framework, where detailed reports can be generated on user access levels, including which users have access to specific datasets and tools, and how permissions are applied across various roles.

Auditing:

- ArcGIS Enterprise includes auditing features that track user activity and changes within the platform. CrescentLink, as an add-in, benefits from this auditing system, allowing administrators to view detailed logs of actions taken by users, such as data edits, trace executions, and access to sensitive network information.
- These logs are essential for compliance and security monitoring, providing a transparent view of who accessed what data and when, and offering insights into any unauthorized attempts or security breaches.

Reporting and Auditing Tools:

1. ArcGIS Pro's integration with **ArcGIS Monitor** allows for detailed monitoring and reporting of user actions. Administrators can access reports on system usage, performance, and user activity, ensuring that CrescentLink operations are fully auditable.
2. Auditing features can be extended by integrating third-party security monitoring tools or leveraging ArcGIS Enterprise's capabilities to schedule and automate reporting on user access and permissions.

3. Application and Host-Related Security Scanning, Testing & Validation Practices

CrescentLink operates as an add-in within the **ESRI ArcGIS Pro** and **ArcGIS Enterprise** environments. As such, we leverage and defer to ESRI's industry-leading security standards, validation, and testing processes for the underlying platform. ESRI's security framework, built into both ArcGIS Pro and ArcGIS Enterprise, ensures that the host environment is secure, regularly tested, and validated against a wide range of threats.

ESRI Security Standards:

- **Host Security**: ArcGIS Pro and ArcGIS Enterprise employ regular **vulnerability scanning**, **penetration testing**, and **compliance validation** in alignment with industry standards such as **FedRAMP**, **FISMA**, and **SOC 2**.
- **Application Security**: The security architecture in ArcGIS includes automated **patch management**, **code reviews**, and continuous **security updates**, ensuring the platform remains secure against emerging threats.

CrescentLink-Specific Practices:

- **Integration Testing**: CrescentLink undergoes regular compatibility and integration testing within the ESRI environment to ensure it conforms to ESRI's security requirements. This includes testing for proper functionality and security interactions with the ArcGIS ecosystem. As a Gold Level ESRI Business Partner, we also maintain 'release-ready' status with our offerings, staying in-line with ESRI's release and update schedule.
- **Validation**: We validate CrescentLink's integration with ESRI's security mechanisms, ensuring that all security features (such as role-based access control and encryption) operate as intended when CrescentLink is used.
- **Deferment to ESRI Best Practices**: As a lightweight add-in, CrescentLink does not handle independent hosting or data storage, thus fully leveraging the secure environment provided by ESRI. We follow ESRI's best practices and recommendations for application security and testing protocols, ensuring our add-in conforms to their rigorous security standards.

Regular Updates and Auditing:

- **Patch Management**: CrescentLink is regularly updated in conjunction with ArcGIS updates, ensuring that any potential vulnerabilities addressed in ArcGIS Pro/Enterprise are also covered in our add-in.
- **User Feedback**: We also respond to user feedback and perform internal audits to ensure continued compliance with ESRI's security framework. With every release we put out, we communicate the changes/updates in the release in multiple ways; 1) through your dedicated account manager, 2) through a marketing update and announcement, and 3) through the release notes that are available from within the CrescentLink software to all users.

By leveraging ESRI's extensive security scanning, testing, and validation infrastructure, CrescentLink ensures secure integration within the ArcGIS Pro and ArcGIS Enterprise platforms, offering users the same level of security provided by the ESRI ecosystem.

4. Industry Security & Compliance Standards

CrescentLink is built as an add-in for **ESRI's ArcGIS Pro and ArcGIS Enterprise**, which means we align our security practices with **ESRI's industry-leading standards**. The ESRI platform complies with several recognized security and compliance frameworks, ensuring that CrescentLink operates within a highly secure and compliant environment.

ESRI Compliance with Industry Standards:

- **FedRAMP (Federal Risk and Authorization Management Program)**: ArcGIS Enterprise has achieved FedRAMP authorization, meeting stringent U.S. government security standards for cloud service providers.
- **FISMA (Federal Information Security Management Act)**: ESRI adheres to FISMA security standards, ensuring that its systems meet the necessary federal requirements for information security.
- **SOC 2 (System and Organization Controls)**: ESRI follows SOC 2 standards for managing customer data, ensuring that CrescentLink users benefit from a platform that handles data securely.
- **ISO 27001**: ESRI's information security management system is certified to ISO 27001, which outlines best practices for securing data and managing risks.

CrescentLink's Alignment with ESRI Standards:

- Since CrescentLink operates within the **ArcGIS Pro** and **ArcGIS Enterprise** environments, it automatically benefits from the security and compliance measures built into these platforms.
- CrescentLink does not introduce independent hosting or data management components, which means we fully **defer to ESRI's compliance** with these industry standards for managing data, user authentication, encryption, and security auditing.

Adherence to Best Practices:

- **Continuous Updates**: CrescentLink is updated in alignment with ArcGIS updates to ensure compatibility with the latest security and compliance enhancements.
- **Compliance Inheritance**: By embedding CrescentLink within ESRI's platforms, our users automatically inherit the **compliance certifications** that ESRI maintains, ensuring data security and regulatory compliance across multiple industries, including government, utilities, telecommunications, and more.

Key Compliance Areas:

- **Data Protection**: CrescentLink utilizes the **encryption standards** and access controls provided by ArcGIS, ensuring compliance with major data protection regulations such as **GDPR** (General Data Protection Regulation) and **HIPAA** (Health Insurance Portability and Accountability Act) where applicable.
- **Access Control & Auditing**: The role-based access control (RBAC) features, user authentication, and detailed audit logging provided by ArcGIS are fully integrated with CrescentLink, ensuring compliance with security best practices and industry standards.

5. Data Retention & Recovery Policies

CrescentLink operates as an add-in for **ESRI's ArcGIS Pro** and **ArcGIS Enterprise**, meaning that data retention and recovery policies are primarily governed by the **ESRI platform**. CrescentLink does not independently manage or store data; instead, it operates within the secure data management framework provided by ESRI.

ESRI's Data Retention Policies:

- **Retention and Archiving**: ArcGIS Pro and ArcGIS Enterprise allow organizations to configure their data retention policies to comply with internal or regulatory requirements. These policies can specify how long data is stored, archived, and eventually deleted.
- **Data Ownership**: As CrescentLink users manage their own data within ArcGIS, it is up to the organization using CrescentLink to establish and enforce data retention policies in compliance with their specific needs.
- **Backup and Archival Features**: ESRI's platforms support robust backup and archival processes, ensuring that data can be preserved for long-term storage or compliance purposes.

Data Recovery:

- **ESRI's Recovery Mechanisms**: CrescentLink benefits from the data recovery capabilities of ArcGIS Pro and ArcGIS Enterprise. In the event of data loss or system failure, ESRI's platforms offer robust disaster recovery solutions, including:
    - **Automated Backups**: Configurable automatic backups to ensure that critical data is preserved and recoverable in the event of a failure.
    - **Versioning and Snapshots**: The ability to maintain multiple versions of datasets, enabling the recovery of previous states in case of accidental modifications or deletions.
    - **Disaster Recovery**: ArcGIS Enterprise supports disaster recovery configurations across multiple environments, ensuring that systems and data can be quickly restored in the event of an outage.

CrescentLink's Role:

- **Data Handling**: CrescentLink itself does not handle data storage or backup directly but operates within the ArcGIS environment, ensuring that data processed through CrescentLink adheres to the retention and recovery policies set within the ESRI platform.
- **Compliance Inheritance**: Since CrescentLink functions within ESRI's ecosystem, it inherits the compliance with industry standards for data retention and recovery, including **ISO 27001**, **FedRAMP**, and other relevant frameworks.

Customization and Flexibility:

- Users of CrescentLink can configure their data retention schedules and backup strategies using ArcGIS's tools, ensuring that they meet both operational and regulatory requirements.
- **Recovery Testing**: ESRI provides tools to test recovery processes, allowing organizations to regularly validate their data backup and recovery procedures.

6. Incident Response Plans, Overall Risk Mitigation Strategy and History of Testing or Vulnerability Exposure

CrescentLink is an add-in designed to function within **ESRI's ArcGIS Pro** and **ArcGIS Enterprise** environments. As such, we rely heavily on ESRI's industry-leading security practices, including incident response, risk mitigation, and vulnerability management, while ensuring that CrescentLink remains fully compliant with these processes.

Incident Response Plans:

- **ESRI's Incident Response**: ESRI maintains a comprehensive **Incident Response Plan (IRP)** to detect, investigate, and respond to potential security incidents affecting ArcGIS Pro and ArcGIS Enterprise. This plan includes predefined steps for identifying breaches, mitigating threats, notifying affected users, and resolving issues promptly.

- **CrescentLink's Role**: Since CrescentLink operates within the ArcGIS environment, any incident affecting the platform as a whole would fall under the jurisdiction of ESRI's IRP. CrescentLink undergoes continuous testing and monitoring to ensure no vulnerabilities are introduced that could impact ESRI's security posture.

Overall Risk Mitigation Strategy:

- **ESRI's Mitigation Practices**: ArcGIS Pro and ArcGIS Enterprise employ multiple layers of security, including:
    - **Regular patch management** to address security vulnerabilities.
    - **Penetration testing** and **vulnerability scanning** to identify potential threats before they impact users.
    - **Role-based access controls (RBAC)**, **encryption**, and **audit logs** to protect sensitive data.
- **CrescentLink's Compliance**: We align our risk mitigation strategy with ESRI's practices, ensuring that our tool remains compatible and does not introduce additional risk. We conduct regular testing to confirm that CrescentLink integrates securely within the ArcGIS framework.

History of Testing or Vulnerability Exposure:

- **ESRI's Testing and Vulnerability Management**: ArcGIS Pro and ArcGIS Enterprise undergo continuous testing and are frequently audited for security vulnerabilities. ESRI ensures that vulnerabilities are quickly identified, tested, and mitigated through patch releases and updates.
- **CrescentLink Testing**: CrescentLink is regularly tested in conjunction with ESRI updates to ensure compatibility and security. We perform integration testing with each new ArcGIS release, and any vulnerabilities identified in our add-in are promptly addressed in line with ESRI's update cycle.
- **Exposure History**: CrescentLink has not been associated with any known security vulnerabilities or breaches, as our development process adheres strictly to ESRI's security protocols.

Collaboration with ESRI:

- We maintain close communication with ESRI to ensure that our add-in adheres to all security standards and remains compatible with their incident response and risk mitigation processes.
- In the event of a security issue or vulnerability affecting the CrescentLink add-in, we would work in concert with ESRI to ensure a swift resolution, leveraging their incident response framework.

7. Software Change Management & Update/Roadmap Planning

CrescentLink operates as an add-in within **ESRI's ArcGIS Pro** and **ArcGIS Enterprise**, and our software change management and update processes are closely aligned with ESRI's roadmap and update cycles. We ensure that our tools remain compatible with each release of ArcGIS and that changes are carefully managed to maintain security, stability, and performance.

Change Management Process:

- **Alignment with ESRI Updates**: CrescentLink is updated in conjunction with new releases of ArcGIS Pro and ArcGIS Enterprise to ensure continued compatibility and integration. Our team monitors ESRI's development roadmap and beta releases to proactively prepare for upcoming changes.
- **Version Control**: We utilize strict version control and testing protocols to ensure that any changes or updates made to CrescentLink are thoroughly tested within the ESRI environment before being released to users.
- **Communication with Users**: Any significant changes or updates are communicated to users via release notes and documentation, marketing announcements and notifications, and in-person from your dedicated account manager, ensuring that users are aware of new features, fixes, and enhancements.

Update and Roadmap Planning:

- **Regular Updates**: CrescentLink follows a structured update cycle that aligns with ESRI's release schedule. Minor updates are released as needed, while major updates are planned accordingly, around any major platform updates announced or scheduled by ESRI.
- **Feature Enhancements**: Our roadmap is shaped by both customer feedback and emerging needs within the telecommunications and utility sectors. Feature enhancements are prioritized based on user demand, industry trends, and the evolving capabilities of the ArcGIS platform. We also maintain and monitor our Product Ideas page, that allows customers to submit feature enhancement requests and ideas.
- **Security Patches**: Any vulnerabilities identified in CrescentLink or the underlying ArcGIS platform are addressed promptly. Security patches are released as needed to ensure the tool remains secure in accordance with ESRI's security standards.

Testing and Validation:

- **Integration Testing**: All CrescentLink updates are rigorously tested within the ArcGIS ecosystem to ensure compatibility and minimize disruptions for users. This includes both functional testing and performance validation.
- **User Acceptance Testing (UAT)**: Before releasing significant updates, we work with select customers to perform UAT, allowing for feedback and validation in real-world scenarios.

Roadmap Transparency:

- We provide users with visibility into our development roadmap through regular updates, ensuring that they are aware of upcoming features, improvements, and critical patches.
- **User Feedback**: We actively seek feedback from our users, integrating their suggestions into our roadmap to continuously improve our offerings.

Collaboration with ESRI:

- CrescentLink's roadmap is designed with ESRI's long-term development plans in mind, ensuring that our tool continues to leverage new capabilities introduced in the ArcGIS ecosystem.

APPENDIX

FIBER NETWORK PLANNING:

- Tools for planning fiber optic network routes and layouts.
- Ability to design fiber pathways, ducts, and conduits.
- Capacity planning tools to determine the availability of fibers in cables.
- Integration with GIS for route visualization and analysis.

CrescentLink, integrated within **ArcGIS Pro** and extended through the **CrescentLink Web Experience**, offers a suite of powerful tools designed specifically for fiber optic network planning, design, and capacity management. By leveraging the full capabilities of ESRI's GIS platform and CrescentLink's custom tools, our solution provides comprehensive support for every stage of fiber network planning and visualization.

The CrescentLink Tool supports telecommunications network processes throughout the entire lifespan of the project. This includes taking the network from pre-design and engineering, into the construction and as-builting process, through network operation and maintenance, all within the same GIS platform and system of record. The database created with the CrescentLink suite of tools will serve as the centralized, master system of record for all network features, records, attributes, etc.

Fiber Optic Network Planning and Layout Design

- **ArcGIS Pro** offers robust GIS-based tools for visualizing and analyzing potential routes and layouts for fiber optic networks. By utilizing **CrescentLink Network Manager**, users can efficiently design fiber pathways, duct systems, and conduits, while integrating existing GIS data to ensure accuracy in route selection.

- **Route Visualization & Analysis**: ArcGIS Pro's deep spatial analysis capabilities allow users to visualize fiber routes in conjunction with critical geographic features like terrain, property boundaries, and utility easements. CrescentLink's add-in enhances this by enabling detailed tracing, route mapping, and pathway analysis for fiber infrastructure.

Fiber Pathway and Conduit Design

- **CrescentLink Network Manager** allows for precise design and management of fiber pathways, ducts, and conduits. This tool enables users to map out both aerial and underground routes while visualizing how fiber cables will traverse through these pathways. Additionally, it supports the tracking of assets such as manholes, poles, and junction boxes, providing a detailed layout of the physical network infrastructure.
- **Project Planner**: This tool integrates with the network design process, allowing planners to schedule, track, and manage tasks related to the construction and maintenance of fiber routes. The **Project Planner** streamlines the project lifecycle, from initial planning to implementation. This tool also allows users to export staking sheets, generate BOMs and cost estimates, and do vendor comparisons to better understand project costs.

Capacity Planning and Fiber Availability

- **Fiber Cable Fill Tool**: A key feature of CrescentLink, the **Fiber Cable Fill Tool** provides capacity management. This tool allows users to assess the available fiber strands within existing cables, facilitating efficient capacity planning for network expansions and service provisioning. This also allows users to set symbology for their cables that reflect the capacity, which can be configured to show the cable capacity according to your preferences.
- **Capacity Analysis**: Users can determine available fibers, assign strands, and track usage across the entire network. This helps avoid overuse of specific fibers and optimizes the network for future growth.

Work Order and Project Management

- **Work Order Manager**: This tool ensures that fiber optic projects, from route planning to actual construction and deployment, are managed effectively. It tracks progress, logs maintenance activities, and ensures that tasks related to network expansion or repair are properly assigned and completed. This ensures seamless integration of fiber design and construction workflows.

- **CrescentLink Web Experience**: Users can extend their planning and management capabilities via the CrescentLink Web Experience, which provides view-only access to fiber networks, equipment ports, and route tracing. This allows stakeholders to visualize and analyze the fiber network without needing to access full ArcGIS Pro functionality.

Integration with GIS for Route Visualization and Analysis

- **GIS Integration**: CrescentLink takes full advantage of **ArcGIS Pro's** mapping capabilities, providing high-precision geospatial tools to analyze the best fiber routes based on geography, land ownership, existing infrastructure, and environmental factors.
- **Network Manager**: This tool offers advanced fiber network analysis, enabling planners to run downstream and upstream traces, analyze network impact, and optimize route layouts based on fiber capacity and demand.
- **Spatial Data Analysis**: Users can overlay fiber network plans with GIS data layers, providing critical insights such as population density, distance to key facilities, and optimal routing across difficult terrains.

INVENTORY MANAGEMENT:

- Centralized database for managing fiber optic cables, conduits, and network equipment.
- Tools for tracking fiber strands, patch panels, splice points, and distribution hubs.
- Support for managing asset lifecycle from installation to decommissioning.
- Real-time inventory updates based on field operations and work orders.

CrescentLink, integrated with **ESRI's ArcGIS Pro**, offers robust tools for managing fiber optic networks and related assets. The centralized database management, real-time inventory tracking, and lifecycle management capabilities ensure that your fiber optic infrastructure is accurately tracked and maintained from installation through decommissioning.

Centralized Database for Managing Fiber Optic Cables, Conduits, and Network Equipment

- **Standard ESRI Schema**: CrescentLink operates within a completely open and customizable **ESRI data schema**. This enables organizations to manage fiber optic cables, conduits, and network equipment in a centralized database that can be easily modified to suit specific requirements.

- **Custom Configurations**: Users have the flexibility to configure the database schema to include custom attributes, asset types, and relationships, allowing full integration with your organization's workflow and data model requirements.

Tracking Fiber Strands, Patch Panels, Splice Points, and Distribution Hubs

- **CrescentLink Network Manager**: This tool provides advanced tracking and management of fiber strands, patch panels, splice points, and distribution hubs. It ensures that all key assets in the fiber network are documented, tracked and monitored, with the ability to track usage, capacity, and connectivity across the entire network.
- **Splice Analysis Tool**: The **Splice Analysis Tool** provides detailed insight into splice points and network equipment, allowing users to visualize and manage fiber splicing and connectivity, and operations. This includes the ability to generate and export splice reports for record-keeping and operational analysis.
- **Cable Summary & Trace Reports**: These reports provide a high-level overview and detailed analysis of fiber cable utilization, condition, and capacity. The **Cable Trace Reports** help track the exact paths and connections of fiber strands, including all cables, access points and network equipment included in the circuit trace, making it easy to analyze network topology and troubleshoot issues.

Asset Lifecycle Management from Installation to Decommissioning

- **Asset Lifecycle Tracking**: CrescentLink's integration with ArcGIS Pro supports the entire lifecycle of fiber assets—from initial installation and deployment, through active use and maintenance, to eventual decommissioning or replacement. Users have the ability to add or manipulate CrescentLink's default attributes, to track the most critical information on your assets. Users can also integrate this into **ESRI's Dashboards** for better visualization, analytics capabilities, and real-time insight.
- **ESRI's Attribute Assistant**: Using **ESRI's Attribute Assistant**, organizations can establish **attribute rules** to maintain data integrity and accuracy throughout the asset lifecycle. This includes automating data population for new assets, updating records based on field operations, and validating data changes in real-time.
- **Work Order and Plant Records Reports**: CrescentLink's Work Order Manager and the Plant Records Reports that can be generated from this module, provide seamless tracking of assets as they move through different stages of their lifecycle. These tools support comprehensive documentation of work orders related to installations, repairs, and decommissioning.

Real-time Inventory Updates Based on Field Operations and Work Orders

- **ESRI's Mobile Web Apps for Field Data Collection**: CrescentLink takes full advantage of **ESRI's mobile web apps**, which allow field technicians to collect and update inventory data in real time. These apps enable field personnel to capture changes, notations, and updates to network assets as part of daily operations.
- **Real-time Synchronization**: Changes made in the field—such as installations, repairs, or adjustments to fiber pathways—are synchronized with the centralized database in real time. This ensures that inventory records remain up-to-date, providing accurate asset management and reporting.
- **Work Order Integration**: CrescentLink's Work Order Manager can be integrated with real-time data collection, ensuring that inventory changes driven by field operations and work orders are automatically reflected in the system, keeping the asset management database accurate and current.

Conclusion

CrescentLink, in conjunction with ArcGIS Pro and the CrescentLink Web Experience, provides a comprehensive, customizable solution for managing fiber optic network inventory. By leveraging **ESRI's open data schema**, **mobile tools for field operations**, and advanced tracking features like the **Network Manager**, **Splice Analysis Tool**, and **Cable Summary Reports**, CrescentLink ensures that your network assets are accurately tracked, from installation through decommissioning, with real-time updates and seamless lifecycle management.

FIBER CIRCUIT AND CONNECTIVITY MANAGEMENT:

- Tools to manage physical fiber connectivity between points.
- Circuit design and documentation (e.g., A-to-B connection paths, splice details).
- Visual representation of fiber connections, splitters, and active/passive devices.
- Optical path tracing to track signal flow and identify potential faults.

CrescentLink, built on the **ArcGIS Pro** platform and extended through the **CrescentLink Web Experience**, provides robust, user-friendly tools to manage and document fiber optic circuit connectivity, from the physical connections between points to circuit design and fault tracing.\

Managing Physical Fiber Connectivity Between Points

- **CrescentLink Splice Analysis and Connector Tool**: CrescentLink's **Splice Analysis Tool** offers detailed management of splicing operations and fiber connections between physical points, such as splice enclosures and patch panels. The **Connector Tool** simplifies the creation and tracking of fiber strand connections between different network elements, enabling clear, organized visualization of how fibers are connected at each point.

Circuit Design and Documentation (A-to-B Connection Paths, Splice Details)

- **CrescentLink Design Layout Record (DLR) Report**: For precise circuit documentation, CrescentLink provides the **Design Layout Record (DLR) report**, which documents all A-to-B connection paths, including all splice details. This report allows users to generate a comprehensive layout of the physical fiber network, including key details about the circuit from source to destination, ensuring thorough and organized documentation for operational and planning needs.
- **CrescentLink Reports**: Additional reports, such as **Circuit Reports** and **Cable Summary Reports**, offer insights into how fibers are allocated across the network, providing both high-level and detailed views of circuit paths and connectivity.

Visual Representation of Fiber Connections, Splitters, and Active/Passive Devices

- **ESRI Feature Templates and Symbology**: CrescentLink leverages **ESRI's feature templates and symbology** to visually represent network assets. This ensures that all components—such as fiber cables, network equipment and access points—are easy to identify and distinguish within the map-based interface of ArcGIS Pro.
- **CrescentLink Equipment Display**: The **Equipment Display** tool allows users to visualize network devices, including splitters and other active or passive equipment.

Optical Path Tracing to Track Signal Flow and Identify Potential Faults

- **CrescentLink Network Manager**: The **Network Manager** enables users to track and manage fiber circuits, ensuring accurate documentation of physical paths and logical circuit routes across the network.
- **Circuit Tracing**: CrescentLink's **Circuit Tracing** tool enables users to trace circuits from fiber strands or equipment ports, one point to another, ensuring full visibility into how circuits are laid out across the network. This tool is crucial for identifying the specific path a signal takes and is helpful in both planning and troubleshooting.

- **CrescentLink Distance Trace Tool**: The **Distance Trace Tool** allows users to input OTDR readings at a given point, to trace up or downstream and determine, with pinpoint accuracy, the likely fault location.

WORK ORDER MANAGEMENT:

- Create, assign, and track work orders for fiber installation, maintenance, and repair tasks.
- Status tracking and priority assignment for ongoing tasks.
- Integration with mobile devices for field updates on work orders.
- Notifications and alerts for scheduled or overdue work.

CrescentLink provides robust tools that streamline the management of work orders for fiber installation, maintenance, and repairs, leveraging both desktop and mobile solutions to ensure real-time updates and tracking. Our solutions integrate seamlessly with ESRI's ArcGIS platform, ensuring efficient workflows for field teams and project managers alike.

Creating, Assigning, and Tracking Work Orders for Fiber Installation, Maintenance, and Repair Tasks

- **CrescentLink Work Order Manager**: This tool enables users to easily create, assign, and track work orders across the network. Users can create work orders for specific tasks, including fiber installations, routine maintenance, and emergency repairs, ensuring that all jobs are clearly documented and assigned to the appropriate teams.
- **CrescentLink Project Planner**: The **Project Planner** compliments the Work Order Manager to provide a high-level view of ongoing projects. Users can manage all tasks within a project, ensuring that work orders are created and tracked in alignment with project milestones.
- **Work Order Tracking**: CrescentLink's tools enable teams to track the status of each work order in real time, from creation through completion, ensuring that all tasks are accounted for and nothing is missed.

Status Tracking and Priority Assignment for Ongoing Tasks

- **Priority Assignment**: CrescentLink allows users to assign priorities to work orders, ensuring that critical tasks such as emergency repairs or high-priority installations are handled first. Users can set deadlines and track progress, ensuring that the most important tasks are completed on time.

- **Status Tracking**: With real-time status updates, teams can monitor the progress of each work order, from "Open" to "In Progress" to "Completed" (or other statuses specific to All Points business processes. This enables project managers to maintain visibility on all active tasks and respond quickly to any delays or issues.

Integration with Mobile Devices for Field Updates on Work Orders

- **CrescentLink Web Experience**: The **CrescentLink Web Experience** allows users to access network records remotely via any web-enabled device. Field technicians can view assigned tasks, submit updates, and mark work orders as completed, ensuring that progress is documented as it happens.
- **ArcGIS Experience Builder**: Through integration with **ArcGIS Experience Builder**, the CrescentLink Web Experience can be customized to provide intuitive dashboards and work order interfaces for both field and office teams. This allows users to interact with their network records in a visual and dynamic format, giving them real-time insight.
- **ArcGIS Dashboards**: **ArcGIS Dashboards** provides a centralized view of work order statuses, task progress, and team performance. It enables real-time tracking of work orders, allowing managers to visualize critical tasks, overdue assignments, and ongoing projects in an easy-to-read dashboard format. This empowers decision-makers with up-to-date insights for better task management.
- **ArcGIS Field Maps**: **Field Maps** allows field technicians to receive work orders, access asset data, and submit real-time updates while out in the field. This ensures that work order progress is continuously updated and synchronized with the central database, keeping the office and field teams aligned.
- **ArcGIS Collector**: **Collector** allows technicians to capture and update GIS data in real-time, such as verifying asset locations, inspecting conditions, or adding new infrastructure. This data is automatically linked to related work orders, providing updated information for the ongoing tasks.
- **ArcGIS QuickCapture**: **QuickCapture** simplifies the process of collecting data and updating work orders by allowing field technicians to log task completion or status changes with a single tap. This speeds up the reporting process, ensuring that work order statuses are always current.
- **ArcGIS Workforce**: With **Workforce**, work orders can be assigned to specific team members, and technicians can receive notifications on their mobile devices. Workforce tracks task assignments and enables managers to monitor which jobs are being handled in real-time, enhancing task coordination and field team productivity.

- **Survey123**: **Survey123** is ideal for gathering detailed information from the field. Technicians can complete custom forms or surveys related to work orders, such as inspection reports or task completion details. This data is submitted directly to the central system, ensuring that all aspects of the work order are well-documented.

Notifications and Alerts for Scheduled or Overdue Work

- **Notifications and Alerts**: CrescentLink's work order tools include automated notifications to keep teams informed of upcoming or overdue tasks. Alerts can be set for scheduled tasks, ensuring that field technicians and project managers are reminded of critical deadlines, and warnings are triggered for tasks that may be running behind schedule.
- **Escalation Protocols**: If a task is overdue, CrescentLink can trigger escalation protocols, ensuring that critical tasks are prioritized and resources are reallocated as necessary to prevent delays in the network.

NETWORK OPERATIONS AND MONITORING:

- Real-time monitoring of fiber network health and performance.
- Integration with Network Management Systems (NMS) for alarm and fault detection.
- Performance metrics tracking (e.g., signal strength, latency).
- Automated fault detection and isolation using spatial and network analysis.
- Network outage visualization and resolution tracking.

CrescentLink, integrated with **ArcGIS Pro** and the **CrescentLink Web Experience**, provides comprehensive tools for managing fiber optic networks and supporting key network operations functions. While CrescentLink does not have APIs or native integrations with real-time monitoring systems, it can work alongside third-party solutions and leverage ESRI's powerful spatial analysis and visualization tools.

Real-time Monitoring of Fiber Network Health and Performance

- **EXFO Integration**: CrescentLink has established an integration with **EXFO**, a leading solution for real-time monitoring and alarming. Through this integration, network operators can track fiber network performance, monitor health, and detect alarms related to fiber issues in real-time. EXFO handles the collection of performance metrics and alarm triggers, while CrescentLink manages the spatial representation and documentation of the network.

- **ESRI Dashboards**: By utilizing **ArcGIS Dashboards**, users can visualize real-time data from EXFO or other monitoring systems in conjunction with fiber network health. Dashboards can provide a snapshot of the network's current performance, offering insight into key metrics like signal strength, connection status, and alarm events.

Integration with Network Management Systems (NMS) for Alarm and Fault Detection

- While CrescentLink does not provide native APIs or direct integration with **Network Management Systems (NMS)**, it can work in parallel with NMS solutions. The integration with **EXFO** allows CrescentLink users to incorporate real-time alarms and fault detection into their fiber network management workflows.
- **CrescentLink Web Experience** with **ESRI Experience Builder** can be used to design custom interfaces that display network performance data from NMS solutions, providing users with a comprehensive view of network health.

Performance Metrics Tracking (e.g., Signal Strength, Latency)

- **ESRI Spatial Analyst**: For tracking performance metrics such as signal strength and latency, **ESRI's Spatial Analyst** tools can be leveraged in conjunction with CrescentLink. Spatial Analyst can be used to map wireless network propagation and signal tracking across the fiber network, helping identify areas where performance might degrade.
- **CrescentLink Design Layout Record (DLR) Report**: CrescentLink's **Design Layout Record (DLR) report** can document key performance metrics related to the fiber network, allowing operators to log performance benchmarks and track changes over time.

Automated Fault Detection and Isolation Using Spatial and Network Analysis

- **CrescentLink Distance Trace Tool**: CrescentLink's **Distance Trace Tool** allows users to perform network analysis that can help detect and isolate faults. By tracing fiber routes, users can pinpoint where signal issues or breakages occur and isolate problematic sections of the network.
- **ESRI Business Analyst**: Through the use of **ESRI Business Analyst**, operators can perform in-depth planning and fault detection analysis. Business Analyst helps identify spatial patterns and infrastructure vulnerabilities that could lead to outages or performance degradation. It also supports capacity planning, ensuring the network is resilient to faults.

- **CrescentLink Cable Summary Report**: The **Cable Summary Report** provides detailed insights into fiber strand usage and network health. It can be used to track fiber capacity, connections, and signal flow, offering valuable information for isolating faults in the network.

Network Outage Visualization and Resolution Tracking

- **ArcGIS Dashboards**: **ArcGIS Dashboards** can be used to visually represent network outages, combining data from the CrescentLink system and third-party monitoring tools. Users can visualize outage areas in real time and track resolution progress directly from the dashboard interface.
- **CrescentLink Distance Trace and Circuit Tracing Tools**: The **Distance Trace** and **Circuit Tracing** tools in CrescentLink can be employed to visualize the paths affected by an outage and to identify the specific cables, fibers, or devices impacted by the fault. This helps network operators quickly respond to outages and track the resolution process.
- **CrescentLink Design Layout Record (DLR) Report**: For documenting and resolving network outages, the **DLR report** provides a detailed record of the fiber network's layout, including circuit paths and fiber assignments. This helps operators visualize network infrastructure during outages and ensures that all resolution steps are documented.

SPLICING AND ROUTE MANAGEMENT:

- Tools to document splice locations and configurations.
- Route management to track fiber paths and link capacity.
- Visual representation of splice trays and fiber connections within ducts and cables.
- Documentation of fiber utilization, availability, and future capacity.

CrescentLink, integrated with **ArcGIS Pro**, provides a suite of tools for documenting and managing fiber networks, ensuring efficient operations and monitoring.

Splice Documentation and Configuration

- **ESRI Feature Templates and Feature Layers**: These are used to model splice locations and configurations, enabling accurate spatial representation within the GIS environment.

- **CrescentLink Connector Tool**: This tool is designed to build and manage fiber connectivity, allowing users to model and document splice points and fiber connections easily.
- **Splice Analysis Tool**: Provides detailed reporting and analysis of splicing and connectivity, allowing users to assess and export splice configurations and fiber connections.

Route Management and Fiber Path Tracking

- **CrescentLink Network Manager**: Tracks fiber paths and port assignments, ensuring proper documentation of fiber routes and link capacity. Port naming and assignment can also be managed within the tool.
- **Cable Trace and Cable Summary Reports**: These tools analyze and trace fiber paths, providing an overview of fiber routes and their connections. The **Design Layout Record (DLR) Report** offers detailed connectivity documentation and network visualization.

Visual Representation of Splice Trays and Fiber Connections

- **CrescentLink Equipment Display**: Visualizes equipment such as splice trays, cabinets, and fiber connections within ducts and cables, providing users with a clear and organized view of network infrastructure.

Fiber Utilization, Availability, and Future Capacity

- **Fiber Cable Fill Tool**: Visualizes network-wide capacity and usage, helping network operators monitor current fiber utilization and plan for future capacity requirements.

REPORTING AND ANALYTICS:

- Customizable dashboards for monitoring network performance and fiber usage.
- Tools for generating reports on fiber capacity, connectivity, and fault history.
- Predictive analytics for proactive maintenance and network expansion planning.
- Automated reporting for regulatory compliance and audits.

CrescentLink, integrated with **ArcGIS Pro** and extended through the **CrescentLink Web Experience**, offers robust tools for proactive network management and compliance reporting.

Predictive Analytics for Proactive Maintenance and Network Expansion

- **ESRI's Experience Builder**: Enables customizable applications for visualizing network expansion and maintenance needs using real-time data.
- **ArcGIS Monitor**: Monitors data integrity and performance metrics, providing insights for predictive maintenance and expansion planning based on fiber health and usage trends.

Automated Reporting for Regulatory Compliance and Audits

- **CrescentLink Web Experience**: Provides access to real-time network data and automated reporting capabilities, supporting compliance with regulatory requirements and audits.
- **Cable Summary, DLR, and Cable Trace Reports**: Automate the generation of reports on fiber capacity, connectivity, and fault history, ensuring transparency and traceability for audits and compliance checks.

Customizable Dashboards for Monitoring Network Performance and Fiber Usage

- **ESRI Dashboards**: Create real-time dashboards to monitor network performance, fiber usage, and overall health, providing visual feedback on key metrics.
- **Fiber Cable Fill Tool**: Visualizes network capacity and usage across all fiber assets, assisting with ongoing performance monitoring and future capacity planning.

Tools for Generating Reports on Fiber Capacity, Connectivity, and Fault History

- **Connector Tool & Splice Analysis Tool**: Provide insights into network connectivity and splicing configurations, supporting detailed reporting on fiber network health and connectivity.
- **CrescentLink Reports**: Automatically generate reports that provide insights into fiber strand availability, usage patterns, and fault history to ensure operational transparency and support decision-making.

INTEGRATION AND INTEROPERABILITY:

- Interoperability with NMS for real-time network status and alerts.
- REST APIs for reading and writing data to and from the FMS with other enterprise systems (e.g., ERP, billing).
- Support for integration with fiber testing equipment for performance validation.

CrescentLink, built on **ArcGIS Pro** and extended via the **CrescentLink Web Experience**, supports network operations and monitoring with the potential for third-party integration, while offering tools for visualizing and managing fiber networks.

Interoperability with NMS for Real-Time Network Status and Alerts

- **EXFO Integration**: While CrescentLink lacks native real-time monitoring capabilities, we have developed an integration with **EXFO**, a third-party network monitoring and alarming system, allowing users to receive real-time alerts and track network status.

REST APIs for Reading and Writing Data to and from FMS with Other Enterprise Systems (e.g., ERP, Billing)

- **CrescentLink Web Experience**: Deploying the **CrescentLink Web Experience** enables limited **REST API** functionality, allowing for certain API calls to read and write data, supporting integration with enterprise systems like ERP and billing. This provides flexibility to connect CrescentLink to your broader enterprise architecture.

Support for Integration with Fiber Testing Equipment for Performance Validation

- **EXFO Integration**: Through the EXFO integration, CrescentLink users can interface with fiber testing equipment for performance validation and monitoring, allowing for more comprehensive fiber network health assessments and real-time performance validation.

USER MANAGEMENT AND SECURITY:

- Role-based access control to limit access to critical network information.
- Data encryption to ensure the security of sensitive network data.
- Audit logs to track user activities and changes in the fiber network.

CrescentLink, integrated with ArcGIS Pro, ensures robust user management and security by leveraging ESRI's technology while incorporating key tools for audit logging and role-based access.

Role-Based Access Control (RBAC)

- **User-Based Licensing & SSO Integration:** CrescentLink utilizes user-based licensing that can be integrated with an organization's **SSO setup**, ensuring seamless management of user credentials and roles.
- **ESRI Access Control: ESRI versioning** and **Geodatabase (GDB) management** enable role-based access, allowing administrators to quarantine users to specific data layers and limit access to critical network information. Privileges and permissions can be set at the database level to control who can view, edit, or manipulate fiber network data.

Data Encryption

- **ESRI Encryption:** GEOGRAPH defers to **ESRI technology** for data encryption, ensuring that all sensitive network data is protected using industry-standard encryption methods both at rest and in transit.

Audit Logs to Track User Activities

- **CrescentLink Work Order Manager: CrescentLink's Work Order Manager** allows for tracking user activities, providing audit logs for changes made to the network. This ensures traceability and accountability for actions related to network operations.
- **ESRI Editor Tracking: Editor tracking** within ArcGIS enables automatic logging of who made specific changes, when those changes were made, and what was altered, providing comprehensive auditing functionality.

MOBILE ACCESS:

- Mobile access for field technicians to view and update fiber routes, splices, and circuits.
- Offline access for field operations with synchronization once reconnected.
- GPS integration to provide accurate location-based updates for fiber assets.

CrescentLink provides mobile access for field technicians to manage fiber network operations, leveraging **ESRI's mobile apps** and **CrescentLink Web Experience** for real-time data and field updates.

Mobile Access for Field Technicians

- **CrescentLink Web Experience**: Accessible from any web-capable device, the **CrescentLink Web Experience** allows field technicians to **view fiber routes, splices, and circuits** in a mobile-friendly, view-only format. It provides real-time access to network data for reference during field operations. The CrescentLink Web Experience does not currently support offline, web-based or mobile editing of the data.
- **ESRI Mobile Apps**: For field editing, **ESRI's mobile apps** like **Collector**, **Field Maps**, and **QuickCapture** offer editing functionality, allowing technicians to update fiber routes and assets directly from the field.

Offline Access with Synchronization

- **GDB Replication**: For users requiring full editing capabilities while offline, **Geodatabase (GDB) replication** allows field teams to work with a copy of the network data offline and **synchronize updates** once reconnected to the network.
- **ESRI Mobile Apps**: Apps like **Field Maps** offer offline capabilities, allowing field personnel to perform operations without connectivity and sync changes once back online.

GPS Integration for Location-Based Updates

- **ESRI GPS Integration**: ESRI's mobile apps integrate with **GPS** to provide accurate, location-based updates for fiber assets, ensuring precise data collection and verification during field operations.

DATA MANAGEMENT AND INTEGRATION:

- **Geodatabase Management:**
  - Advanced tools for managing and maintaining enterprise geodatabases, including detailed schema management, version and modification tracking, and historical replication and restoration options.
- **Data Interchange:**
  - Support for a wide range of data formats and direct connections to other data sources, including cloud storage and big data platforms.
- **Data Driven Mapping:**
  - Generate multiple map layouts from a single map document, useful for creating map books or reports with multiple pages.

CrescentLink operates as an **add-in for ArcGIS Pro**, utilizing **ESRI's technology** for database management and advanced data integration, while offering full flexibility for users to manage and visualize their fiber networks.

Enterprise Geodatabase Management

- **ArcGIS Monitor**: Provides comprehensive tools for **database administration**, including schema management, version tracking, and modification history. It also supports **historical replication and restoration** options to maintain data integrity.
- **ESRI Technology**: All enterprise geodatabase maintenance, including **detailed schema management** and version control, is handled through ESRI's suite of tools, ensuring data accuracy and operational efficiency.

Support for Data Formats and Sources

- **ArcGIS Pro**: Supports a wide range of data formats and allows **direct connections** to other data sources, including cloud storage and big data platforms.
- **Third-Party and Organizational Data**: Users can source data from **third-party platforms**, data owned or procured by the organization, or from ESRI's **Living Atlas** for additional datasets.

Multiple Map Layouts

- **ArcGIS Pro Layout Tools**: CrescentLink users can leverage ArcGIS Pro's ability to **configure multiple map layouts** within a single project, providing flexibility for creating map books or multi-page reports. Users can toggle between layouts to suit specific project needs or preferences.

USER INTERFACE AND EXPERIENCE:

- **Customizable Interface:**
    - Tailor the user interface with custom ribbons, toolbars, and shortcuts to fit specific workflows and preferences.
    - Customize the layout with dockable panels and views for improved workflow efficiency and multi-tasking.

CrescentLink operates as an **add-in for ArcGIS Pro**, which allows users to benefit from the full customization capabilities of ESRI's technology while enhancing the user interface and experience for fiber network management.

Customizing the User Interface

- **ArcGIS Pro**: Users can tailor the interface by **customizing ribbons, toolbars, and shortcuts** to fit specific workflows. This flexibility allows users to place CrescentLink tools where they are most efficient within their projects.
- **Dockable Panels**: ArcGIS Pro offers **dockable panels** and views that can be moved, resized, and arranged according to individual preferences, enhancing workflow efficiency and allowing for multitasking within the platform.

CrescentLink Web Experience

- **Experience Builder Customization**: With the **CrescentLink Web Experience** embedded in **ESRI's Experience Builder**, users can fully customize the dashboard by adding **widgets, maps, and functions** tailored to their specific needs. This enables users to create a personalized and highly functional interface for viewing network data.

ADVANCED FIBER NETWORK DESIGN:

- **Fiber Design Optimization:**
    - Tools for optimizing fiber network design, including automated route planning and design recommendations based on current network usage and future needs.
    - Capacity Planning and Forecasting:
        - Advanced tools for capacity planning, allowing for detailed forecasting of fiber utilization and future network expansion needs.
- **Automated Fiber Routing:**
    - Features for automated fiber routing, helping to streamline the design process and reduce manual input errors.

While there are no automated design functions within CrescentLink or the **ArcGIS environment**, CrescentLink offers tools that improve efficiency, accuracy, and speed in fiber network design.

Tools for Fiber Network Design Optimization

- **ESRI's Route Planner and Trace Route Tools**: These tools help streamline fiber network planning by identifying optimal routes based on geography, existing infrastructure, and spatial data.
- **Attribute Assistant and Contingent Attribute Values**: In **ArcGIS Pro**, these features automate data entry and validation, reducing manual input errors and ensuring design accuracy.
- **CrescentLink Project Planner**: This tool facilitates drafting fiber designs, customizing plans, and producing construction packets, **staking sheets**, unit summaries, and **BOMs**, allowing for efficient planning and execution of network projects.

Capacity Planning and Network Expansion

- **Fiber Cable Fill Tool**: Provides insights into current fiber capacity, helping with detailed **capacity planning** and forecasting for future expansion needs. Users can visualize, analyze, and manage fiber utilization across the network to prevent over-utilization and plan effectively for growth.

Efficient Design and Workflow Management

- **CrescentLink Work Order Manager**: Streamlines project management by allowing users to organize and group jobs, make bulk changes, and produce reports, ensuring that fiber network designs are efficient and aligned with operational goals.

Collaboration with Third-Party Automated Design Tools

CrescentLink is fully committed to working with customers and third-party organizations that specialize in **automated design and construction management tools**, such as **Biarri**, **Render**, **Vitruvi**, and **SiteTracker**. We understand the value these tools bring to optimizing network design and automating construction workflows, and we are dedicated to supporting their integration with CrescentLink.

We have developed a **geoprocessing tool** that ingests deliverables from **Biarri's FOND planner tool** into the CrescentLink schema, ensuring that all attributes, connectivity information, and spatial data are preserved. This allows for a seamless transition from automated design tools into CrescentLink for further network management and operational workflows.

ENHANCED INVENTORY AND ASSET MANAGEMENT:

- **Asset Lifecycle Management:**
    - Comprehensive tools for managing the entire lifecycle of fiber assets from installation through to decommissioning, including maintenance schedules and asset health monitoring.
- **Detailed Asset Documentation:**
    - Extensive documentation capabilities for fiber network components, including detailed specifications, maintenance records, and historical data.

CrescentLink, built on **ArcGIS Pro**, offers comprehensive tools for managing the entire lifecycle of fiber network assets, from installation through decommissioning, along with detailed asset documentation and monitoring capabilities.

Lifecycle Management of Fiber Assets

- **Attribute Assistant and Contingent Attribute Values**: In **ArcGIS Pro**, users can implement **Attribute Assistant** and **Contingent Attribute Values** to automate data entry and ensure data integrity across the lifecycle of assets, from installation to decommissioning. This aids in tracking asset health and scheduling maintenance.
- **Customizable Schema Structure**: CrescentLink operates within an **open schema** that allows for full customization, enabling users to tailor the database to suit specific asset management needs, such as tracking maintenance schedules and asset condition over time.

Comprehensive Asset Documentation

- **ESRI Reporting Tools**: Native **ESRI reporting tools** allow for the generation of detailed reports, including asset specifications, maintenance records, and historical data on fiber components.
- **Symbology and Feature Layers**: **ESRI's symbology** and feature layers help visualize fiber network components, providing clear documentation and differentiation of asset types.
- **Definition Queries**: Users can apply **definition queries** in ArcGIS Pro to filter and visualize network assets based on specific lifecycle criteria, such as age, maintenance status, or asset health.
- **Attachment Manager**: The **Attachment Manager** in ArcGIS Pro enables the storage of key documents, images, and data related to assets, providing a comprehensive record of maintenance activities and historical performance.

NETWORK OPERATIONS AND PERFORMANCE MONITORING:

- **Real-Time Network Visualization:**
    - Real-time visualization of network performance and health, including dynamic updates and interactive maps for monitoring live network status.
- **Advanced Fault Detection and Diagnostics:**
    - Enhanced tools for fault detection, diagnostics, and resolution, including automated alerts and system notifications.
- **Performance Metrics and Reporting:**
    - Detailed performance metrics and customizable reporting tools for analyzing network performance, signal strength, and other key indicators.

CrescentLink, in conjunction with **ArcGIS Pro** and ESRI's tools, supports network operations and monitoring through enhanced visualizations and tools for diagnostics. While **CrescentLink** and **ArcGIS** do not have native live monitoring or alarming capabilities, our integration with **EXFO** enables real-time network performance monitoring, fault notifications, and alarming.

Real-Time Network Visualization

- **ESRI Experience Builder and Dashboards**: Users can create **real-time performance dashboards** and health monitoring views using **Experience Builder** and **ArcGIS Dashboards**. These tools provide interactive maps with dynamic updates for monitoring the network's live status using CrescentLink data.
- **ArcGIS Field Maps and Native ESRI Apps**: **ArcGIS Field Maps** and other ESRI apps enable field technicians to interact with live maps and update network data in real-time, providing dynamic network status updates directly in the field.

Fault Detection, Diagnostics, and Resolution

- **EXFO Integration**: Through integration with **EXFO**, users gain access to advanced **fault detection, diagnostics**, and **automated alerts**, enabling proactive network monitoring and fault isolation.
- **CrescentLink Distance Trace Tool**: The **Distance Trace Tool** helps identify network faults by tracing signal paths and isolating issues along fiber routes.
- **DLR, Network Manager, Cable Summary, and Cable Tracer Reports**: These tools provide comprehensive insights into fiber connectivity and cable health, aiding in **outage response** and diagnostics to resolve network faults efficiently.

Performance Metrics and Customizable Reporting Tools

- **EXFO Integration**: With EXFO, detailed **performance metrics** such as signal strength, latency, and network health can be monitored in real-time, allowing for proactive monitoring of key indicators.
- **ESRI Dashboards**: Through **ArcGIS Dashboards**, users can visualize and analyze performance metrics and customize reports to track signal strength and other critical network health indicators.
- **CrescentLink Reporting Tools**: The **Cable Summary Report**, **DLR Report**, and **Cable Trace Reports** can be customized to analyze and export data related to fiber capacity, connectivity, and performance, ensuring that users have access to detailed reporting for network diagnostics.

INTEGRATION AND INTEROPERABILITY:

- **Integration with Other Network Systems:**
    - Seamless integration with other network management systems (NMS) and enterprise systems for enhanced interoperability and data synchronization.
- **Support for Fiber Testing Equipment:**
    - Integration with fiber testing and monitoring equipment for performance validation and real-time diagnostics.

CrescentLink provides tools for managing fiber networks while leveraging **ArcGIS Pro** and **ESRI technology** for enhanced integration and interoperability with third-party systems.

Integration with Network Management Systems (NMS) and Enterprise Systems

- **No Native Integration with NMS**: CrescentLink does not natively integrate with Network Management Systems (NMS) or enterprise systems like ERP. However, we have developed an integration with **EXFO**, a third-party provider of live network monitoring and alarming, allowing for real-time diagnostics and performance monitoring.
- **ArcGIS Interoperability**: ArcGIS offers robust **data synchronization** capabilities, enabling users to integrate third-party data and systems into the ArcGIS platform. Through tools like **ArcGIS Dashboards**, **Experience Builder**, and **Web Maps**, CrescentLink data can be visualized and monitored alongside other network management systems, facilitating a unified view of network health and operations.

Integration with Fiber Testing and Monitoring Equipment

- **EXFO Integration**: Through our partnership with **EXFO**, CrescentLink supports integration with **fiber testing and monitoring equipment**, providing real-time performance validation and diagnostics. EXFO handles live monitoring, alerting, and testing, while CrescentLink helps manage the spatial representation and operational data for network infrastructure.
- **ArcGIS Field Apps**: **ArcGIS Field Maps** and other mobile apps can be used to gather and synchronize field data related to fiber testing and equipment diagnostics, ensuring accurate field data collection and integration into the enterprise system for comprehensive network management.

MISCELLANEOUS ITEMS:

- Utility mapping or utility data ingestion for route planning/permit creation.

CrescentLink, built on **ArcGIS Pro**, allows for seamless integration of fiber network data with utility data from other mediums, enabling efficient route planning, permit creation and other functions.

Utility Mapping and Data Ingestion

- **Third-Party Tools**: CrescentLink supports the integration of other **third-party tools** and data for utility mapping, including **oil & gas, water, electric power**, and other network mediums, ensuring interoperability across multiple industries. For example organizations who own, operate, build or manage other network mediums, they have the ability to run other tools like Futura/Meridian (electric power network management solutions) or Cellular Expert's CE RCP tool for wireless and radio communications networks management, alongside the CrescentLink add-in, in the same ArcGIS Pro project. Users can even utilize ESRI's Utility Network with other network mediums, again, in the same ArcGIS Pro Project.
- **Multiple Data Sources**: Users can source data from **third-party providers**, **internally collected and curated data**, and **ESRI's Living Atlas**, providing a robust set of layers to aid in route planning, utility mapping, and permit creation alongside CrescentLink fiber network data.

ArcGIS Ecosystem Tools

- **ArcGIS Pro**: Offers powerful GIS tools for **visualizing, analyzing, and integrating utility data**, ensuring a comprehensive view of the network infrastructure. Tools like **Trace Network** help map routes and identify the best paths for network expansion or utility deployment.
- **ArcGIS Web Maps & Experience Builder**: These tools allow users to create customized maps and dashboards that integrate various utility datasets, providing an interactive, real-time interface for planning and permit applications.
- **ESRI's Geoprocessing Tools**: Can be utilized for data conversion and ingestion, transforming different data formats into usable GIS layers for integrated route planning.

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall include a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Chesapeake or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void. A copy of the fully executed certification may be attached if an original certification is on file with Procurement for the current fiscal year.

Type or print legibly when completing this form.

1. Legal Name of Contractor or Vendor:
   (Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)
   Geograph Technologies, LLC

2. Type of Business Entity:

   A. Sole proprietorship (Provide full name and address of owner):

   B. Limited Partnership (Provide full name and address of all partners):

   C. General Partnership (Provide full name and address of all partners):

   D. Limited Liability Company (Provide full name and address of all managing members):
   Abingdon Software Holdings Inc - 103 W Main St Easley, SC 29640-2038

   E. Corporation (Provide full name and address of all officers):

3. Doing Business As:
   If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

4. Name and Position of Person Completing this Certificate:
   Joseph Caldwell - Accounting Manager

5. Physical Business Address:

103 West Main Street STE A Easley, SC 29640

6. Primary Correspondence Address (If different from physical address):

7. Number of Employees:

20

8. Are all Employees Who Work in the United States Eligible for Employment in the United States?

Yes ✓

No_____

Under penalties of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/vendor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this 21 day of November, 2024 on behalf of Geograph Technologies as evidenced by the following signature and seal:

Name of Contractor/Vendor: Geograph Technologies LLC

Printed Name of Signatory: Joseph Caldwell

Signature: _____

Date: 11.21.2024

STATE OF South Carolina:
CITY / COUNTY OF Pickens, to-wit:

The foregoing instrument was acknowledged before me this 21 day of November, 2024, by Joseph Caldwell. He/She □ is personally known to me or ☒ has produced South Carolina Drivers License as identification.

Shannon E. Keys
Notary Public
Registration No.: N/A.
My commission expires: May 11 2031

SHANNON E KEYS
Notary Public
State of South Carolina
My Commission Expires May 11, 2031

GEOGRAPH

City of Chesapeake, VA - ESL Deal (2024-2025)

Quote created: November 11, 2024 Reference: 20241111-121946358

City of Chesapeake, VA
300 Shea Drive
Chesapeake, VA 23322
United States

Harvey Miller
hcmiller@cityofchesapeake.net
757-870-4594

Josh Crozier - "Sales Manager " GeoGraph Technologies LLC

Products & Services

Item & Description	Start Date	Quantity	Unit Price	Total
ESL-Tier 1 Unlimited GEOGRAPH Users for Desktop and Web Experience for Networks up to 2000 Plant mile or under 10,000 Customers		1	$15,000.00 / year	$15,000.00 / year for 1 year
Standard Support Unlimited Access to the Support Portal, Trouble Ticket System, Resources, and Personal Account Manager		1	$3,000.00 / year	$3,000.00 / year for 1 year
Online Training Two-day, virtual, instructor-led CrescentLink training. Session for up to (10) people.		1	$4,800.00	$4,800.00

Annual subtotal	$18,000.00
One-time subtotal	$4,800.00
Total	$22,800.00

This quote expires on January 10, 2025

Purchase terms

All quotes and contracts are governed by GEOGRAPH's Terms & Conditions. These Terms & Conditions can be found at the link below. Note, any and all Professional Services will be governed under a separate Scope of Work and Task Order.

GEOGRAPH Terms & Conditions

Questions? Contact me

Josh Crozier
"Sales Manager "
josh.crozier@geograph.tech

GeoGraph Technologies LLC
103 West Main St,
Easley, SC 29640
United States

CITY OF CHESAPEAKE
ADDENDUM TO CONTRACTOR'S STANDARD FORM

NAME: CITY OF CHESAPEAKE, (CITY)

ADDRESS: 306 Cedar Road, Chesapeake Virginia 23322

CONTRACTOR NAME: Geograph Technologies, LLC ("Contractor")

EIN: 82-5526557

ADDRESS: 103 W. Main Street, Easley, SC 29640

TITLE OF ATTACHED FORM: Geograph Terms and Conditions, Last Updated June 1, 2024

The City of Chesapeake and the Contractor are this day entering into a contract, and for their mutual convenience, the parties are using the attached form agreement provided by the Contractor. Nevertheless, the parties agree that this Addendum is incorporated into and amends the form agreement, as provided below.

Notwithstanding anything in the attached form agreement, the payments to be made by the City of Chesapeake for all goods, services and other deliverables under this contract shall not exceed $_____; payments will be made only upon the City's receipt of a proper invoice detailing the goods/services provided. The total cumulative liability of the City of Chesapeake, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price. All actions of the Contractor relating in any way to City shall be as an independent contractor, and not as an agent or employee of the City.

The Contractor's form agreement is, with the exceptions noted herein, acceptable to the City of Chesapeake. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the City of Chesapeake, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties specifically agree that, notwithstanding any provisions appearing in the attached form agreement, none of the following shall have any effect or be enforceable against the City of Chesapeake:

1. Requiring the City of Chesapeake to obtain or maintain any type of insurance;

2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;

3. Requiring or stating that the terms of the Contractor's form agreement, statement of work, service order, or change order shall prevail over this Addendum;

4. Requiring the City of Chesapeake to defend, indemnify or to hold the Contractor harmless for any act or omission of any kind;

5. Imposing interest charges exceeding those permitted by *Code of Virginia*, § 2.2-4347 through 2.2-4354, Prompt Payment;

6. Requiring the application of law other than Virginia law in interpreting or enforcing the contract, or requiring or permitting that any dispute under the contract be resolved in any court other than an appropriate state circuit court in the City of Chesapeake, Virginia;

7. Requiring the City of Chesapeake to pay liquidated damages, or requiring the City of Chesapeake to make any payment for lost revenue or profits, or for any work not actually performed by Contractor, if the contract is terminated before its ordinary period;

8. Requiring that the contract be accepted or endorsed by the home office or by any other person subsequent to execution by the undersigned City representative before the contract is considered in effect, or otherwise delaying the formation or effective date of the contract to a time later than execution of the contract by the undersigned City representative;

9. Requiring the City to agree to or be subject to any form of equitable relief not authorized by the Constitution or laws of Virginia;

10. Limiting or adding to the time period within which claims can be made or actions can be brought;

11. Limiting the liability of the Contractor for property damage or personal injury;

12. Permitting unilateral modification of this contract by the Contractor, or deeming the City of Chesapeake to agree to a modification by means other than affirmatively signing a modification agreement on paper. This provision expressly applies to Contractor's unilateral modification of prices or rates;

13. Binding the City of Chesapeake to any arbitration process or decision of any arbitration board, commission panel or other entity;

14. Requiring the waiver of a jury trial;

15. Obligating the City of Chesapeake to pay costs of collection or attorney's fees;

16. Granting the Contractor a security interest in property of the City of Chesapeake.

17. Granting any right or incurring any obligation that is beyond the legal authority of the undersigned City to empower its contract officers to grant or incur on behalf of the City of Chesapeake, or requiring the City of Chesapeake to violate any applicable law or regulation.

18. Binding City funds in any way other than only to the extent of the funds that are available or which may hereafter become available for the purpose of this agreement.

19. Requiring termination by any other means other than termination by either party giving written notice to the other party at least 30 days prior to the effective date of such termination.

20. Prohibiting the City from disclosing any document or information which it is obligated to disclose pursuant to the Virginia Freedom of Information Act, Va. Code § 2.2-3700 *et seq*.

In addition, the parties agree that the contract between them shall be deemed to incorporate provisions that the Virginia Public Procurement Act requires to be included in City of Chesapeake contracts. These can be found in the following Sections of the *Code of Virginia*: § 2.2-4363 (procedure for filing claims); § 2.2-4354 (requirement to pay subcontractors); § 2.2-4311 (non-discrimination in contracts above $10,000); §

2.2-4312 (drug-free workplace in contracts above $10,000); § 2.2-4311.1 (compliance with federal immigration law); and § 2.2-4311.2 (authorization to transact business in Virginia, if legally required).

Notwithstanding anything contained in the Contractor's terms or conditions to the contrary, the terms of this agreement shall supersede any subsequent or conflicting terms or conditions included in any standard click-through or shrink-wrap end user license agreement that may accompany a purchase. Any click-through agreement shall not bind the City of Chesapeake.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

CITY OF CHESAPEAKE	CONTRACTOR
By Carol A Laine	By Blair Smith
Title Procurement Administrator	Title CEO
Date 1-29-25	Date 1/29/2025

The City of Chesapeake does not discriminate against faith based organizations in accordance with Code of Virginia Section 2.2-4343.1 or against any contractor, bidder, or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by State law relating to discrimination in employment.

When Used: For contracts valued at less than $50,000 and it is not feasible to award a contract without using the contractor's form, and clauses which are not in the best interest of the City of Chesapeake cannot be crossed out, then use this Addendum form after it has been filled in and signed by the contractor, with contractor's form attached. If the contractor wants signatures to both this form and the contractor's form agreement that is attached to this form, then both forms should be signed by contractor before submittal to the City for signing of both forms. For contracts over $50,000, your legal advisor should be consulted prior to using this form. **THIS FORM IS NOT TO BE USED FOR ANY OTHER CONTRACT CHANGES, ADDITIONS OR MODIFICATIONS BETWEEN THE CITY AND THE CONTRACTOR.**

Terms and Conditions

Last updated: June 1, 2024

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Application** means the software program provided by the Company downloaded by You on any electronic device, named CrescentLink Desktop, CrescentLink WebExperience, CrescentLink Server Object Extension (SOE), or FourSevens
- **Application Store** means the digital distribution service operated and developed by Environmental Systems Research Institute, Inc. (ArcGIS Marketplace) in which the Application has been downloaded.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity

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- Account means a unique account created for You to access our Service or parts of our Service.
- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to GEOGRAPH Technologies LC, 105 Wall Street Suite 8 Clemson, SC 29631.
- Country refers to: South Carolina, United States
- Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- Service refers to the Application or the Website or both.
- Subscriptions refer to the services or access to the Service offered on a subscription basis by the Company to You.
- Free Trial refers to a limited period of time that may be free when purchasing a Subscription.
- Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- Website refers to Geograph, accessible from geographstag.wpengine.com
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgement

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

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Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Subscriptions

Subscription period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company.

You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

Billing

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

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terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

Free Trial

The Company may, at its sole discretion, offer a Subscription with a Free trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free trial has expired. On the last day of the Free Trial period, unless You cancelled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free trial offer.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or

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name that is otherwise offensive, vulgar or obscene.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

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liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

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warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Federal Government End Use Provisions

If You are a U.S. federal government end user, our Service is a “Commercial Item” as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

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If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service.

You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: legal@geograph.tech
- By mail: 103 W Main Street, Easley, SC 29640

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Esri® and ArcGIS® are registered trademarks of Esri, Inc.

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Chesapeake VIRGINIA

PURCHASING

December 20, 2024

Mr. Josh Crozier
Geograph Technologies, LLC
103 West Main St.
Easly, SC 29640
Email: josh.crozier@geograph.tech

SENT VIA EMAIL

SUBJECT: RFP 25-068-6328 Fiber Optic Network Asset Management Software

Dear Mr. Crozier,

Thank you for responding to the City of Chesapeake's RFP 25-068-6328 Fiber Optic Network Asset Management Software, dated October 24, 2024. After the oral presentation round, the selection committee is pleased to notify you that Geograph Technologies, LLC has been selected as a finalist, as set forth in the subject Request for Proposal.

The City is inviting Geograph Technologies, LLC to the negotiations phase. Please provide an initial response to the below no later than 2:00 P.M., Monday, December 30, 2024.

1. Please confirm that Geograph takes no exceptions to the requirements of the RFP to include the City's General and Special Terms and Conditions.

2. The Cost Proposal section of your submission states the cost listed for the ESL line item is a high-level cost, and for a final proposed cost pertaining to our anticipated userbase size, data would be required. Below please find our anticipated userbase data. If you can, please provide the refined pricing and applicable tiered structures for our evaluation purposes.
   Less than 2,000 miles; five edit users; four field users; 210 endpoints.

3. The solicitation requested the pricing for the 'initial term (5-years)', as such, what would be the pricing for the optional five one-year renewal periods?

4. The Cost Proposal section includes Purchase Terms link https://geograph.tech/terms-of-use/ to Geograph's Terms and Conditions, last updated June 1, 2024. As outlined in the RFP, our Terms and Conditions will govern this contract. While Geograph has provided its own T&Cs, we would require the attached sample Addendum to Contractors Form to

be executed. Please review and let us know if this would be acceptable, should your firm be selected.

5. Are there any other contractual or service level type agreement documents, not provided in your proposal package, that we need to consider in our evaluation?

If you should have any questions or need additional time to respond, please do not hesitate to contact me at klwhite1@cityofchesapeake.net.

Sincerely,
Kimberly L. White
Procurement Specialist I
Procurement Division, City of Chesapeake

GEOGRAPH Technologies
103 W Main Street
Easley, SC 29640
800-674-4803

TO: CITY OF CHESAPEAKE, VA

306 Cedar Road
Chesapeake, VA 23322

% Kimberly L. White
Procurement Specialist I
Procurement Division, City of Chesapeake
klwhite1@cityofchesapeake.net

SUBJECT: RFP 25-068-6328 Fiber Optic Network Asset Management Software

NEGOTIATIONS LETTER RESPONSE

Please confirm that Geograph takes no exceptions to the requirements of the RFP to include the City's General and Special Terms and Conditions.

A. Points of consideration: based on the City's "Procurement Ordinance"

1. Auto-Renewal Clause:

(**REF**: GEOGRAPH Terms of Use; Subscriptions; Subscriptions Period)

The standard GEOGRAPH Terms of Use references that "Your Subscription will automatically renew under the same conditions unless You cancel it or the Company cancels it." GEOGRAPH is willing to alter this clause to remove this 'auto-renewal' provision.

Our standard renewal process consists of direct communication with Customer at least (90) days before the anniversary date of their contract term. No renewal will be completed or invoicing processed without first getting explicit permission from the City of Chesapeake, consenting to the terms of the subsequent renewal.

2. **Fee Changes:**

(**REF**: GEOGRAPH Terms of Use; Fee Changes)

The standard GEOGRAPH Terms of Use references that "The Company (GEOGRAPH), in its sole discretion and at any time, may modify the Subscription fees"

In our proposal for a fiber management system submitted to the City of Chesapeake, GEOGRAPH agrees that our contractual relationship, including pricing and fee adjustments, will be governed by the official quotation provided. Furthermore, GEOGRAPH commits that no changes to the software pricing will occur without prior explicit consent from the City of Chesapeake. Additionally, any modifications will not take place until after the completion of the current contract term

If the City prefers to enter into a multi-year subscription agreement, in order to lock in pricing for the contracted software offerings, GEOGRAPH is willing to accommodate this.

3. **Governing Law:**

(**REF**: GEOGRAPH Terms of Use; Governing Law)

The standard GEOGRAPH Terms of Use, references "**Governing Law**," stating, "*The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.*"

Per the City of Chesapeake's Purchasing guidelines and procedures, and as outlined in the City of Chesapeake's RFP documentation (*Secion14.8 Applicable Laws and Courts*), GEOGRAPH agrees that all contracted products and services, and all contracted subscription terms, will be subject to the laws of the Commonwealth of Virginia.

In light of the proposed compromise by GEOGRAPH, it is requested that the City of Chesapeake formally seek a revision to GEOGRAPH's standard Terms of Use. This modification is essential for explicitly detailing the aforementioned agreement in the legally binding documents associated with this RFP response between GEOGRAPH and the City of Chesapeake, Virginia.

The Cost Proposal section of your submission states the cost listed for the ESL line item is a high-level cost, and for a final proposed cost pertaining to our anticipated userbase size, data would be required. Below please find our anticipated userbase data. If you can, please provide the refined pricing and applicable tiered structures for our evaluation purposes.

a. Less than 2,000 miles; five edit users; four field users; 210 endpoints.

A. GEOGRAPH Proposed Pricing:

As part of GEOGRAPH's formal RFP submission, we propose the following subscription type, license configuration and cost, as well as our Standard Annual Support subscription, and cost, and our standard, 2-day, instructor-led CrescentLink FMS training. Please see below for a more detailed explanation.

PRODUCT	LICENSE TYPE	LICENSE/SERVICE CONFIGURATION	PRICE (PER YEAR)
GEOGRAPH™ On-Line Training	2-Day Instructor-led Training	One Time Cost (per session)	$4,800
GEOGRAPH™ Standard Support	Standard Annual Support	Per Organization	20% of total annual software spend ($3,000)
CrescentLink® Enterprise Site License*	Unlimited Licenses	Unlimited of any configuration of CrescentLink Network Manager Edit, View, and Web Experience Licenses.	$15,000
TOTAL ANNUAL SUBSCRIPTION AMOUNT (SOFTWARE & SUPPORT		$18,000	
TOTAL FIRST YEAR ONE-TIME COST (TRAINING)		$4,800	

The solicitation requested the pricing for the 'initial term (5-years)', as such, what would be the pricing for the optional five one-year renewal periods?

B. GEOGRAPH Proposed Contract Term:

As part of GEOGRAPH's formal submission to the City of Chesapeake's RFP for a Fiber Management Solution, and per the pricing and subscription tier itemized above, GEOGRAPH is proposing a year-to-year contract term for the CrescentLink software subscription and the Annual Standard Support line item. Traditionally, all of our customers execute single-year, year-to-year contracts for all subscription products.

In response to the City of Chesapeake's request for a 5-year, multi-year agreement, and if the City prefers, GEOGRAPH is proposing a 3-year contractual term for all subscription products. Please note that there is no pricing difference between a single-year contract term, a 3-year multi-year contract term, and a 5-year multi-year contract term. There are no discounts for a multi-year contract and the City of Chesapeake will realize no pricing benefit by executing a multi-year agreement.

GEOGRAPH requests the City of Chesapeake's response to our 3-year subscription term rebuttal to the City's requested 5-year subscription term.

The Cost Proposal section includes a Purchase Terms link (https://geograph.tech/terms-of-use/) to Geograph's Terms and Conditions (last updated June 1, 2024). As outlined in the RFP, our Terms and Conditions will govern this contract. While Geograph has provided its own T&Cs, we would require the attached sample Addendum to Contractors Form to be executed. Please review and let us know if this would be acceptable, should your firm be selected.

As part of GEOGRAPH's official submission to the City of Chesapeake's Fiber Optic Network Asset Management system, we agree to provide an executed copy of the *City of Chesapeake Addendum to Contractor's Standard Form*, provided to us by the City of Chesapeake. Any revisions or requested changes to this, or any other legally binding document provided by the City of Chesapeake (i.e. City of Chesapeake Terms & Conditions), will be appropriately documented in our submitted, executed copy. No requests by GEOGRAPH pertaining to any documentation, terms or clauses will be considered legally binding, these are mutually and explicitly agreed upon by both parties.

Are there any other contractual or service level type agreement documents, not provided in your proposal package, that we need to consider in our evaluation?

As part of GEOGRAPH's official submission to the City of Chesapeake's Fiber Optic Network Asset Management system, we are not proposing any additional goods or services that would be governed by an additional or separate contract document(s), outside of the software and support subscription quotation, that also includes a line item for our standard training.

Additional Topics of Note:

1. **City of Chesapeake RFP, Section 14.10, A. "To Consultant.", 1:**

The official RFP provided by the City of Chesapeake, references (cited above) a requirement by all contractors to include, 1) City Contract Number and/or Purchase Order Number, and 2) the Federal Employer Identification number, be included on all invoices and contract documents.

GEOGRAPH requests confirmation of this requirement, so that we can ensure all of our submissions and proposals conform to the requirements of this RFP, as set by the City of Chesapeake. Please advise as to whether any previously submitted documents need to be revised to include this information, on how/where this information needs to be included on any and all future documentation submissions.

GEOGRAPH Technologies
103 W Main Street
Easley, SC 29640
800-674-4803

TO: CITY OF CHESAPEAKE, VA

306 Cedar Road
Chesapeake, VA 23322

% Kimberly L. White
Procurement Specialist I
Procurement Division, City of Chesapeake
klwhite1@cityofchesapeake.net

SUBJECT: RFP 25-068-6328 Fiber Optic Network Asset Management Software

NEGOTIATIONS LETTER RESPONSE

Please confirm that Geograph takes no exceptions to the requirements of the RFP to include the City's General and Special Terms and Conditions.

A. Points of consideration: based on the City's "Procurement Ordinance"

1. Auto-Renewal Clause:

(**REF**: GEOGRAPH Terms of Use; Subscriptions; Subscriptions Period)

The standard GEOGRAPH Terms of Use references that "Your Subscription will automatically renew under the same conditions unless You cancel it or the Company cancels it." GEOGRAPH is willing to alter this clause to remove this 'auto-renewal' provision.

Our standard renewal process consists of direct communication with Customer at least (90) days before the anniversary date of their contract term. No renewal will be completed or invoicing processed without first getting explicit permission from the City of Chesapeake, consenting to the terms of the subsequent renewal.

2. **Fee Changes:**

(**REF**: GEOGRAPH Terms of Use; Fee Changes)

The standard GEOGRAPH Terms of Use references that "The Company (GEOGRAPH), in its sole discretion and at any time, may modify the Subscription fees"

In our proposal for a fiber management system submitted to the City of Chesapeake, GEOGRAPH agrees that our contractual relationship, including pricing and fee adjustments, will be governed by the official quotation provided. Furthermore, GEOGRAPH commits that no changes to the software pricing will occur without prior explicit consent from the City of Chesapeake. Additionally, any modifications will not take place until after the completion of the current contract term

If the City prefers to enter into a multi-year subscription agreement, in order to lock in pricing for the contracted software offerings, GEOGRAPH is willing to accommodate this.

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A. GEOGRAPH Proposed Pricing:

As part of GEOGRAPH's formal RFP submission, we propose the following subscription type, license configuration and cost, as well as our Standard Annual Support subscription, and cost, and our standard, 2-day, instructor-led CrescentLink FMS training. Please see below for a more detailed explanation.

PRODUCT	SUBSCRIPTION TERM/YEAR	LICENSE TYPE	LICENSE/SERVICE CONFIGURATION	PRICE (PER YEAR)	PRICE (PER YEAR SUPPORT)
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CrescentLink® Enterprise Site License*	Year 1	Unlimited Licenses	Unlimited of any configuration of CrescentLink Network Manager Edit, View, and Web Experience Licenses.	$15,000	$3,000
CrescentLink® Enterprise Site License*	Year 2	Unlimited Licenses	SEE ABOVE DESCRIPTION	$15,000	$3,000
CrescentLink® Enterprise Site License*	Year 3	Unlimited Licenses	SEE ABOVE DESCRIPTION	$16,500	$3,300
CrescentLink® Enterprise Site License*	Year 4	Unlimited Licenses	SEE ABOVE DESCRIPTION	$18,000	$3,600
CrescentLink® Enterprise Site License*	Year 5	Unlimited Licenses	SEE ABOVE DESCRIPTION	$20,000	$4,000

TOTAL ANNUAL SUBSCRIPTION AMOUNT (SOFTWARE & SUPPORT) - Year 1	$18,000
TOTAL ANNUAL SUBSCRIPTION AMOUNT (SOFTWARE & SUPPORT) - Year 2	$18,000
TOTAL ANNUAL SUBSCRIPTION AMOUNT (SOFTWARE & SUPPORT) - Year 3	$19,800
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TOTAL ANNUAL SUBSCRIPTION AMOUNT (SOFTWARE & SUPPORT) - Year 5	$24,000
TOTAL FIRST YEAR ONE-TIME COSTs (TRAINING)	$4,800

The solicitation requested the pricing for the 'initial term (5-years)', as such, what would be the pricing for the optional five one-year renewal periods?

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As part of GEOGRAPH's formal submission to the City of Chesapeake's RFP for a Fiber Management Solution, and per the pricing and subscription tier itemized above, GEOGRAPH is proposing a year-to-year contract term for the CrescentLink software subscription and the Annual Standard Support line item. Traditionally, all of our customers execute single-year, year-to-year contracts for all subscription products.

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The Cost Proposal section includes a Purchase Terms link (https://geograph.tech/terms-of-use/) to Geograph's Terms and Conditions (last updated June 1, 2024). As outlined in the RFP, our Terms and Conditions will govern this contract. While Geograph has provided its own T&Cs, we would require the attached sample Addendum to Contractors Form to be executed. Please review and let us know if this would be acceptable, should your firm be selected.

As part of GEOGRAPH's official submission to the City of Chesapeake's Fiber Optic Network Asset Management system, we agree to provide an executed copy of the *City of Chesapeake Addendum to Contractor's Standard Form*, provided to us by the City of Chesapeake. Any revisions or requested changes to this, or any other legally binding document provided by the City of Chesapeake (i.e. City of Chesapeake Terms & Conditions), will be appropriately documented in our submitted, executed copy. No requests by GEOGRAPH pertaining to any documentation, terms or clauses will be considered legally binding, these are mutually and explicitly agreed upon by both parties.

Are there any other contractual or service level type agreement documents, not provided in your proposal package, that we need to consider in our evaluation?

As part of GEOGRAPH's official submission to the City of Chesapeake's Fiber Optic Network Asset Management system, we are not proposing any additional goods or services that would be governed by an additional or separate contract document(s), outside of the software and support subscription quotation, that also includes a line item for our standard training.

Additional Topics of Note:

1. **City of Chesapeake RFP, Section 14.10, A. "To Consultant.", 1:**

The official RFP provided by the City of Chesapeake, references (cited above) a requirement by all contractors to include, 1) City Contract Number and/or Purchase Order Number, and 2) the Federal Employer Identification number, be included on all invoices and contract documents.

GEOGRAPH requests confirmation of this requirement, so that we can ensure all of our submissions and proposals conform to the requirements of this RFP, as set by the City of Chesapeake. Please advise as to whether any previously submitted documents need to be revised to include this information, on how/where this information needs to be included on any and all future documentation submissions.

Kimberly L. White

From: Josh Crozier <josh.crozier@geograph.tech>
Sent: Monday, January 13, 2025 9:35 AM
To: Kimberly L. White
Subject: Re: Chesapeake RFP 25-068-6328

ALERT:External E-mail. Use caution when opening attachments or clicking links.

Good morning Kimberly! Geograph agrees to all terms and conditions

Josh Crozier
Sales Manager
GEOGRAPH

(800)-674-4803 x701
josh.crozier@geograph.tech
geograph.tech
103 W Main St, Easley, SC, 29640

On Fri, Jan 10, 2025 at 3:52 PM Kimberly L. White <klwhite1@cityofchesapeake.net> wrote:

Hello Josh,

The City has nothing further to negotiate.

To conclude negotiations, can you please confirm the following?

This is to summarize what was agreed upon from our letter dated 12/20/2024, Geograph's response dated 12/27/2024, and our Teams call on 01/06/2025.

If awarded the contract:

- Geograph agrees to a 5-year initial term (paid annually) with five 1-year renewals.
- Pricing for the initial 5-year term will be pursuant to corrected Geograph Proposed Pricing dated 01/06/2025.
- Pricing for renewal terms will be subject to 15. Special Terms and Conditions .5 Price Escalation/De-Escalation clause from Chesapeake's RFP 25-068-6328.
- Geograph takes no exceptions to the requirements of the RFP to include the City's General and Special Terms and Conditions.
- Geograph agrees to sign Chesapeake's Addendum to Contractor's Form with no exceptions and that will take precedence over Geograph's Standard Terms of Use.

If I am mistaken or if you need more information, please let me know.

Thank you and have a good weekend,

Kim

Kimberly L. White, VCA

Procurement Specialist I

Purchasing Division

Office (757) 382-6359

Direct (757) 382-6923

www.CityofChesapeake.net

From: Josh Crozier <josh.crozier@geograph.tech>
Sent: Thursday, January 9, 2025 12:51 PM
To: Kimberly L. White <klwhite1@cityofchesapeake.net>
Subject: Re: Chesapeake RFP 25-068-6328

ALERT:External E-mail. Use caution when opening attachments or clicking links.

yes ma'am

Josh Crozier
Sales Manager
GEOGRAPH

(800)-674-4803 x701
josh.crozier@geograph.tech
geograph.tech
103 W Main St, Easley, SC, 29640

On Thu, Jan 9, 2025 at 12:50 PM Kimberly L. White <klwhite1@cityofchesapeake.net> wrote:

> Hi Josh,
>
> Yes, sorry for the delay.
>
> I am waiting on one thing (on my end) and then I will be able to get back to you to continue negotiations or conclude them with a summary.
>
> Thank you,
>
> Kim

Kimberly L. White, VCA

Procurement Specialist I

Purchasing Division

Office (757) 382-6359

Direct (757) 382-6923

www.CityofChesapeake.net

From: Josh Crozier <josh.crozier@geograph.tech>
Sent: Thursday, January 9, 2025 12:37 PM
To: Kimberly L. White <klwhite1@cityofchesapeake.net>
Subject: Re: Chesapeake RFP 25-068-6328

ALERT:External E-mail. Use caution when opening attachments or clicking links.

Do you guys have everything you need?

Josh Crozier
Sales Manager
GEOGRAPH

(800)-674-4803 x701
josh.crozier@geograph.tech
geograph.tech
103 W Main St, Easley, SC, 29640

On Tue, Jan 7, 2025 at 10:18 AM Kimberly L. White <klwhite1@cityofchesapeake.net> wrote:

> Good morning Josh,
>
> Thank you for sending this so quickly.
>
> Have a good day,
>
> Kim

Kimberly L. White, VCA

Procurement Specialist I

Purchasing Division

Office (757) 382-6359

Direct (757) 382-6923

www.CityofChesapeake.net

From: Josh Crozier <josh.crozier@geograph.tech>
Sent: Monday, January 6, 2025 2:51 PM
To: Kimberly L. White <klwhite1@cityofchesapeake.net>
Subject: Re: Chesapeake RFP 25-068-6328

ALERT:External E-mail. Use caution when opening attachments or clicking links.

Attached with 5 year pricing

Josh Crozier
Sales Manager
GEOGRAPH

(800)-674-4803 x701
josh.crozier@geograph.tech
geograph.tech
103 W Main St, Easley, SC, 29640

On Fri, Jan 3, 2025 at 3:35 PM Kimberly L. White <klwhite1@cityofchesapeake.net> wrote:

> Hi Josh,

Great, thank you.

I'll make it for 2:00 on Monday 1/6/2025.

I don't think I ever had Grey's email.

Is it grey.pittman@geograph.tech?

Thank you,

Kim

Kimberly L. White, VCA

Procurement Specialist I

Purchasing Division

Office (757) 382-6359

Direct (757) 382-6923

www.CityofChesapeake.net

From: Josh Crozier <josh.crozier@geograph.tech>
Sent: Friday, January 3, 2025 3:15 PM
To: Kimberly L. White <klwhite1@cityofchesapeake.net>
Subject: Re: Chesapeake RFP 25-068-6328

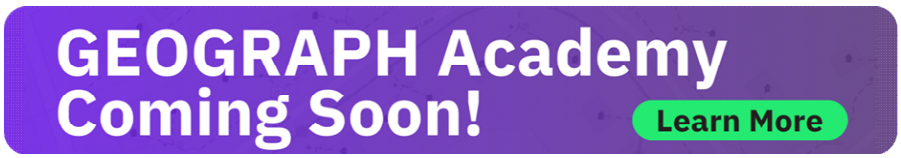
ALERT:External E-mail. Use caution when opening attachments or clicking links.

Hey Kimberly

Grey and I could do Monday or Tuesday after 1:30 pm. Either day for the entire afternoon

Josh Crozier
Sales Manager

Phone 800-674-4803 x701 **Mobile** 229-254-4109
Website geograph.tech
Email josh.crozier@geograph.tech
Address 103 W Main St, Easley, SC, 29640



On Fri, Jan 3, 2025 at 12:58 PM Kimberly L. White <klwhite1@cityofchesapeake.net> wrote:

> Good afternoon Josh,
>
> We have reviewed Geograph's Negotiations Letter Response from 12/27/2024 and believe it might be easier and more effective to schedule a Teams call to discuss.
>
> Just an informal meeting including Procurement (Christine and I) and Geograph (you and whomever you feel needs to attend).
>
> Are you available Monday 1/6 afternoon or Tuesday 1/7?
>
> I'll probably make the invite for one hour just in case.
>
> On the very unlikely chance that we have severe weather on Monday, Tuesday might be safer.
>
> Thank you,
>
> Kim

Kimberly L. White, VCA

Procurement Specialist I

Purchasing Division

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Direct (757) 382-6923

www.CityofChesapeake.net

From: Josh Crozier <josh.crozier@geograph.tech>
Sent: Friday, December 27, 2024 2:00 PM
To: Kimberly L. White <klwhite1@cityofchesapeake.net>
Subject: Re: Chesapeake RFP 25-068-6328

ALERT:External E-mail. Use caution when opening attachments or clicking links.

Yes ma'am! Thanks for the clarification. I'll be waiting on your response

Josh Crozier
Sales Manager

Phone 800-674-4803 x701 **Mobile** 229-254-4109
Website geograph.tech
Email josh.crozier@geograph.tech
Address 103 W Main St, Easley, SC, 29640

GEOGRAPH Academy
Coming Soon! Learn More

On Fri, Dec 27, 2024 at 1:59 PM Kimberly L. White <klwhite1@cityofchesapeake.net> wrote:

No signatures necessary right now.

Depending on what's negotiated, and if awarded the contract, we'll create a negotiations summary document with signature lines for both Geograph and the City or it'll be signed as part of the final complete contract.

Kimberly L. White, VCA

Procurement Specialist I

Purchasing Division

Office (757) 382-6359

Direct (757) 382-6923

www.CityofChesapeake.net

From: Josh Crozier <josh.crozier@geograph.tech>
Sent: Friday, December 27, 2024 1:43 PM
To: Kimberly L. White <klwhite1@cityofchesapeake.net>
Subject: Re: Chesapeake RFP 25-068-6328

ALERT:External E-mail. Use caution when opening attachments or clicking links.

Do you need that signed as well with the submission for today?

Josh Crozier
Sales Manager

Phone 800-674-4803 x701 **Mobile** 229-254-4109
Website geograph.tech
Email josh.crozier@geograph.tech
Address 103 W Main St, Easley, SC, 29640

On Fri, Dec 27, 2024 at 1:34 PM Kimberly L. White <klwhite1@cityofchesapeake.net> wrote:

> Hi Josh,
>
> Confirming receipt of your response—thank you.
>
> My Christmas was quiet, but very relaxing.
>
> Hope you had a great holiday.
>
> We will review and get back to you next week.
>
> Saw your second message about contractor signatures.
>
> If I have any questions about that after reading your response, I'll let you know.
>
> Thanks and have a good weekend!
>
> Kim

Kimberly L. White, VCA

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Purchasing Division

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From: Josh Crozier <josh.crozier@geograph.tech>
Sent: Friday, December 27, 2024 12:24 PM
To: Kimberly L. White <klwhite1@cityofchesapeake.net>
Subject: Re: Chesapeake RFP 25-068-6328

ALERT:External E-mail. Use caution when opening attachments or clicking links.

Kimberly,

Good Friday afternoon! I hope you and yours had a Merry Christmas! Attached is the RFP negotiation letter. Please let me know if you have any questions or concerns or if I missed anything.

Look forward to your reply

Happy New Years!!

Josh Crozier
Sales Manager

Phone 800-674-4803 x701 **Mobile** 229-254-4109
Website geograph.tech
Email josh.crozier@geograph.tech
Address 103 W Main St, Easley, SC, 29640

On Fri, Dec 20, 2024 at 12:27 PM Kimberly L. White <klwhite1@cityofchesapeake.net> wrote:

> Good afternoon Josh,
>
> Thank you again for Geograph's RFP response and oral presentation.
>
> Congratulations, I am pleased to inform you that the Evaluation Committee has selected Geograph Technologies, LLC as a finalist for RFP 25-068-6328 Fiber Optic Network Asset Management Software.
>
> See attached letter regarding negotiations and referenced documents.
>
> Please reply no later than Monday, December 30, 2024, at 2:00 p.m. EST.
>
> That deadline is for your initial response, we do not expect negotiations to be concluded by that time.
>
> Scheduling around the holidays is difficult.
>
> If you need additional time to respond or have any questions, please let me know.
>
> Thank you and have a great holiday,

Kim

Kimberly L. White, VCA

Procurement Specialist I

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a. Less than 2,000 miles; five edit users; four field users; 210 endpoints.

A. GEOGRAPH Proposed Pricing:

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The solicitation requested the pricing for the 'initial term (5-years)', as such, what would be the pricing for the optional five one-year renewal periods?

B. GEOGRAPH Proposed Contract Term:

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In response to the City of Chesapeake's request for a 5-year, multi-year agreement, and if the City prefers, GEOGRAPH is proposing a 3-year contractual term for all subscription products. Please note that there is no pricing difference between a single-year contract term, a 3-year multi-year contract term, and a 5-year multi-year contract term. There are no discounts for a

GEOGRAPH

City of Ocala, FL - ESL Deal - Year 1 (2025-2026) (UPDATED)

Quote created: October 7, 2025 Reference: 20251007-155251954

City of Ocala, FL
110 Southeast Watula Avenue
Ocala, FL 34471
United States

Otania Dominguez
odominguez@ocalafl.gov

Kenneth Jamerson
kjamerson@ocalafl.org
(352) 572-0340

Grey Pittman - "Director of Customer Experience" GeoGraph Technologies LLC

Products & Services

Item & Description	Start Date	Quantity	Unit Price	Total
Items due now				
Online Training Two-day, virtual, instructor-led CrescentLink training. Session for up to (10) people.		1	$4,800.00	$4,800.00
Items due later				
Standard Support Unlimited Access to the Support Portal, Trouble Ticket System, Resources, and Personal Account Manager **Payment starts: November 3, 2025**	November 3, 2025	1	$5,000.00 / year	$3,000.00 / year after 40% discount for 1 year

Item & Description	Start Date	Quantity	Unit Price	Total
ESL-Tier 1 Unlimited GEOGRAPH Users for Desktop and Web Experience for Networks up to 2000 Plant mile or under 10,000 Customers **Payment starts: November 3, 2025**	November 3, 2025	1	$20,000.00 / year	$15,000.00 / year after 25% discount for 1 year

One-time subtotal	$4,800.00
Due now	$4,800.00

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

This quote expires on December 6, 2025

Statement of Work & Purchase terms

All quotes and contracts are governed by GEOGRAPH's Terms & Conditions. These Terms & Conditions can be found at the link below. Note, by signing this quote the client acknowledges and agrees to the scope and terms described above as a Statement of Work to be performed.

GEOGRAPH Terms & Conditions

Questions? Contact me

Grey Pittman
"Director of Customer Experience"
grey.pittman@geograph.tech

GeoGraph Technologies LLC
103 West Main St,
Easley, SC 29640
United States

From: Kenneth Jamerson
To: Shantel Bynes; Lourdes Ramos; Lorinda Tritt
Cc: Mel Poole
Subject: Fw: Your policy exception has been approved.
Date: Wednesday, October 8, 2025 4:23:01 PM

Good afternoon admin team,

Please see below. We will need to establish a Munis contract and a council agenda for November 4th council. Thanks.

From: City of Ocala - Contracting Officer <noreply@jotform.com>
Sent: Wednesday, October 8, 2025 3:21 PM
To: Kenneth Jamerson <kjamerson@ocalafl.gov>; Shayatta J. Roberts <SJRoberts@Ocalafl.org>; Daphne Robinson <drobinson@Ocalafl.org>; Megan Dugan <mdugan@ocalafl.gov>; Contracts <Contracts@ocalafl.gov>; Eileen M. Marquez <emarquez@ocalafl.gov>; Louis Joseph <ljoseph@ocalafl.gov>; Ashley Presley <apresley@ocalafl.gov>; David C. Williams <dwilliams@ocalafl.gov>; Patricia Lewis <plewis@ocalafl.org>
Subject: Your policy exception has been approved.

Your policy exception has been **approved**.

Approval Comments: drobinson@ocalafl.org

The department is approved to piggyback the contract awarded to Geograph Technologies, LLC, by Chesapeake, Virginia, Contract NO. 25-068-6328, for the provision of Fiber Optic Network Asset Management Software through January 28, 2029. These goods and services were competitively solicited by the City of Chesapeake under RFP No. 25-068-6328. Three vendors responded to the solicitation and on January 27, 2025, a contract award was made to Geograph Technologies, LLC. The original contract was awarded for a term of five years from January 28, 2025 through January 27, 2029 with one one-year renewal options available upon mutual written agreement between the parties. Geograph has agreed to extend pricing and services to the City of Ocala under the same terms and conditions. This pricing has been found to be fair and reasonable by OFN staff. PLEASE ESTABLISH A MUNIS CONTRACT NUMBER AND ISSUE A REQUEST TO CONTRACTING SO THAT A FORMAL PIGGYBACK AGREEMENT CAN BE PREPARED. IF THE DEPARTMENT ANTICIPATES EXPENDITURES THROUGH THE END OF THE CONTRACT TERM TO EXCEED $50,000, THE CONTRACT NEEDS TO BE PLACED ON A COUNCIL AGENDA. PLEASE ENSURE THAT THIS EXCEPTION APPROVAL IS ATTACHED TO THE MUNIS CONTRACT, CONTRACT REQUEST, AND AGENDA ITEM (IF ANY).

Procurement/Contract/P-Card Exception

Select exception type: Procurement

Reason for procurement exception: Piggyback Request in Lieu of Bid

Enter a brief description of your exception request:

Ocala Fiber Network (OFN) respectfully requests a procurement exception to purchase CrescentLink GIS software from Geograph via piggyback. This request is based on both strategic necessity and technical alignment with OFN's operational goals.

Since OFN's inception, we have relied on Ocala Electric Utility's ArcFM software—a platform primarily designed for electric utility systems with limited telecommunications functionality. As ArcFM's maintenance costs continue to rise and Electric transitions away from the platform, OFN must also move toward a more sustainable and purpose-built solution.

To that end, OFN has conducted a thorough evaluation of fiber-specific design software. During a strategic review by Uptown Services, LLC, it was strongly recommended that OFN adopt a standalone GIS platform tailored to fiber network design. Uptown specifically recommended CrescentLink, citing its robust capabilities and alignment with our long-term goals.

Following this recommendation, OFN collaborated with the City's IT department to evaluate CrescentLink. The software was demonstrated and reviewed, and both teams agreed it meets OFN's technical requirements and integrates seamlessly with the City's existing GIS infrastructure.

We compared similar products, including our current software ArcFM and mPower Innovations. After reviewing and comparing each vendor, OFN believes Geograph offers the best solution for our fiber design needs.

To support this request, we have attached the following documentation:

-A sole source letter from Geograph confirming they are the exclusive provider of CrescentLink.
-A budgetary quote for CrescentLink software.
-A comparison quote from a similar competitor, mPower.
-A contract executed by the City of Chesapeake, VA, which mirrors the scope of OFN's intended use and serves as a cooperative purchasing reference.
-An amendment to the Chesapeake contract that allows other government agencies to piggyback

We believe CrescentLink represents the most cost-effective and technically appropriate solution for OFN's future. Your support in approving this procurement exception will enable us to move forward efficiently and independently.

Thank you for your consideration. Please let us know if any additional information is needed.

Mod 1 Executed 25-068-6328 Geograph Cooperative Language (002).pdf

Attach all documents related to the exception that can assist the Contracting Officer's decision.	Geograph Terms of Use.pdf City of Ocala, FL - ESL Deal - Year 1 (2025-2026) (UPDATED).pdf City of Ocala, FL - Sole Source (May 2025).pdf City of Ocala, FL - ESL Deal (2025-2026).pdf mPower Proposal City of Ocala FL.pdf 25-068-6328 Geograph Executed Contract 01.29.2025.pdf
Department	(OFN) FIBER NETWORK
Requestor Name	Kenneth Jamerson
Requestor Email	kjamerson@ocalafl.gov
Phone number	(352) 401-6923
Courtesy Copy Email 1	oparker@ocalafl.gov
Who authorized requesting this exception?	Kenneth Jamerson

File #: 2026-0183 Agenda Item #: 10b.

Submitted By: Joshua Sasso

Presentation By: Joshua Sasso

Department: Police

FORMAL TITLE:
One-year renewal of contract with SHI for Palo Alto Firewall hardware and software with an estimated expenditure amount of $166,655

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
In 2020, the Ocala Police Department (OPD) received COVID-19 grant funding to help purchase next-generation Palo Alto Firewalls. Since then, the hardware warranty and software subscriptions have been renewed annually. OPD currently has multiple firewalls in service.

FINDINGS AND CONCLUSIONS:
These redundant next-generation firewalls have enabled safe access to the internet and internal networks for OPD employees and protected against external threats by offering a variety of subscriptions that consolidate several infrastructure appliances into a single solution. These systems run constantly and require a premium level of support. This renewal will allow public safety entities to continue to receive daily updates to protect against viruses, malware, threat prevention, and malicious websites.

As a political subdivision of the State of Florida, the City of Ocala qualifies as an eligible user of Sourcewell's cooperative purchasing agreement for technology products and services with SHI International (SHI). The SHI Sourcewell Contract, Contract No. 121923-SHI is effective through February 27, 2028. This contract allows up to three additional one-year extensions after expiration.

Cooperative purchasing programs are comprised of member cities, counties, and other public agencies nationwide that aggregate their members' purchasing power to achieve greater volume discounts. The underlying solicitation for Contract No. 121923-SHI has been evaluated and determined by the City's Procurement Department to be cost-effective and to afford best value

Staff recommends approval.

FISCAL IMPACT:
Funding for these purchases, Quote 26753164 in the amount of $149,042 and Quote 26769861 in the amount of $17,613, for a total of $166,655, was approved as part of the Fiscal Year 2025-26 Police Department Budget, and $166,655 is budgeted in the expenditure account 001-018-811-521-52-52045. This purchase will be tracked by Munis contract number 260111.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

Pricing Proposal
Quotation #: 26769861
Created On: 10/20/2025
Valid Until: 1/9/2026

FL-City of Ocala Police Department

Joshua Sasso
402 S. PINE AVENUE
OCALA, FL 34471
United States
Phone: 352-369-7033
Fax:
Email: jsasso@ocalapd.org

Inside Account Manager

Ryan Messink
290 Davidson Ave
Somerset, NJ 08873
Phone: 7326523072
Fax:
Email: ryan_messink@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Palo Alto Networks Core Security Subscription Bundle Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN - Subscription license (1 year) Palo Alto Networks - Part#: PAN-PA-3410-BND-CORESEC Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	1	$17,612.42	$17,612.42
			Total	$17,612.42

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Palo Alto has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal
Quotation #: 26753164
Created On: 10/15/2025
Valid Until: 11/14/2025

FL-City of Ocala Police Department

Joshua Sasso
402 S. PINE AVENUE
OCALA, FL 34471
United States
Phone: 352-369-7033
Fax:
Email: jsasso@ocalapd.org

Inside Account Manager

Ryan Messink
290 Davidson Ave
Somerset, NJ 08873
Phone: 7326523072
Fax:
Email: ryan_messink@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	ADV WILDFIRE SUB FOR DEV IN AN HA PAIR RNWL PA-5220 Palo Alto Networks - Part#: PAN-PA-5220-AWF-HA2-R Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: 013201007345 Coverage Term: 12/4/2025 – 12/3/2026	1	$13,232.84	$13,232.84
2	ADV WILDFIRE SUB FOR DEV IN AN HA PAIR RNWL PA-5220 Palo Alto Networks - Part#: PAN-PA-5220-AWF-HA2-R Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: 013201018250 Coverage Term: 12/4/2025 – 12/3/2026	1	$13,232.84	$13,232.84
3	ADV THREAT PREV SUB FOR DEV IN AN HA PAIR RNWL PA-5220 Palo Alto Networks - Part#: PAN-PA-5220-ATP-HA2-R Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: 013201007345 Coverage Term: 12/4/2025 – 12/3/2026	1	$13,232.84	$13,232.84
4	ADV THREAT PREV SUB FOR DEV IN AN HA PAIR RNWL PA-5220 Palo Alto Networks - Part#: PAN-PA-5220-ATP-HA2-R Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: 013201018250 Coverage Term: 12/4/2025 – 12/3/2026	1	$13,232.84	$13,232.84
5	PRISMA ACCESS AGENT SUB FOR device in an HA pair rnwl PA-5220 Palo Alto Networks - Part#: PAN-PA-5220-PAA-HA2-R Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: 013201007345 Coverage Term: 12/4/2025 – 12/3/2026	1	$8,821.89	$8,821.89
6	PRISMA ACCESS AGENT SUB FOR device in an HA pair rnwl PA-5220 Palo Alto Networks - Part#: PAN-PA-5220-PAA-HA2-R Contract Name: Sourcewell- Technology Products & Solutions	1	$8,821.89	$8,821.89

	Contract #: 121923-SHI Serial #: 013201018250 Coverage Term: 12/4/2025 – 12/3/2026			
7	SUB ADV URL FILT 1YR PA-5220 HA PAIR RNWL Palo Alto Networks - Part#: PAN-PA-5220-ADVURL-HA2-R Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: 013201007345 Coverage Term: 12/4/2025 – 12/3/2026	1	$13,232.84	$13,232.84
8	SUB ADV URL FILT 1YR PA-5220 HA PAIR RNWL Palo Alto Networks - Part#: PAN-PA-5220-ADVURL-HA2-R Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: 013201018250 Coverage Term: 12/4/2025 – 12/3/2026	1	$13,232.84	$13,232.84
9	ADVD DNS SEC SUBS FOR DEVICE in an HA pair RNWL PA-5220 Palo Alto Networks - Part#: PAN-PA-5220-ADNS-HA2-R Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: 013201007345 Coverage Term: 12/4/2025 – 12/3/2026	1	$13,232.84	$13,232.84
10	ADVD DNS SEC SUBS FOR DEVICE in an HA pair RNWL PA-5220 Palo Alto Networks - Part#: PAN-PA-5220-ADNS-HA2-R Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: 013201018250 Coverage Term: 12/4/2025 – 12/3/2026	1	$13,232.84	$13,232.84
11	FOR US GOVERNMENT ACCOUNTS ONLY PREMIUM SUPP RENEWAL PA-5220 Palo Alto Networks - Part#: PAN-SVC-PREMUSG-5220-R Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: 013201007345 Coverage Term: 12/4/2025 – 12/3/2026	1	$12,767.80	$12,767.80
12	FOR US GOVERNMENT ACCOUNTS ONLY PREMIUM SUPP RENEWAL PA-5220 Palo Alto Networks - Part#: PAN-SVC-PREMUSG-5220-R Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: 013201018250 Coverage Term: 12/4/2025 – 12/3/2026	1	$12,767.80	$12,767.80
			Total	$149,042.10

Additional Comments

Palo Alto has a no returns policy.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third-party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under of a Statement of Work. "Statement of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

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3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Partcipating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

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agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

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- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

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such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

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17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

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$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

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hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

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disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

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liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 3/20/2024 | 10:15 AM CDT

SHI International Corp.

By: DocuSigned by: Kristina Mann EA418E789F09404...

Kristina Mann

Title: Sr. Manager Contracts

Date: 3/20/2024 | 11:14 AM EDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name:	SHI International Corp.
Does your company conduct business under any other name? If yes, please state:	New Jersey
Address:	290 Davidson Ave. Somerset, New Jersey 08873
Contact:	Tory Pubylski
Email:	victoria_pubylski@shi.com
Phone:	512-983-6502
Fax:	512-983-6502
HST#:	22-3009648

Submission Details

Created On:	Tuesday October 31, 2023 09:50:21
Submitted On:	Tuesday December 19, 2023 15:26:51
Submitted By:	Tory Pubylski
Email:	victoria_pubylski@shi.com
Transaction #:	bca2ca3b-8372-44f0-8925-989cf0fc15f1
Submitter's IP Address:	161.69.54.14

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	SHI International Corp.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	SHI Canada ULC is a subsidiary. SHI Government Solutions is not a subsidiary but is affiliated through common ownership and will be an authorized reseller, if awarded, on the contract.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HTF0	*
5	Proposer Physical Address:	290 Davidson Ave. Somerset, NJ 08873	*
6	Proposer website address (or addresses):	www.shi.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Maya Lynch Proposal Specialist 290 Davidson Ave. Somerset, NJ 08873 Maya_Lynch@shi.com 732-754-1554 Kristina Mann Sr. Manager Contracts 290 Davidson Ave. Somerset, NJ 08873 Kristina_Mann@shi.com 732-564-8536	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Pubylski Capture and Business Development Manager 290 Davidson Ave. Somerset, NJ 08873 Victoria_Pubylski@shi.com 512-983-6502	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aimee Ballenger Sr. Director Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Aimee_Ballenger@shi.com 678-708-3906 Amelia Jakubczyk Director of SLED Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Amelia_Jakubczyk@shi.com 303-882-8012	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SHI International Corp (SHI) started as a regional, software-only reseller in 1989. Co-founder Thai Lee has served as SHI's only President and CEO. Under her leadership, SHI has organically grown into one of the largest, privately held, global technology solutions providers in the world—while maintaining the agility and friendliness of a small business. Headquartered in Somerset, NJ, SHI is the largest woman and minority owned business in the United States with major operations centers in Austin, TX, Milton Keynes, UK, and a growing local presence around the world. SHI employs more than 6,000 employees split into strategic business units who uphold SHI's mission statement: "We are passionate about delivering exceptional value and experience as we help customers select, deploy, and manage technology." SHI's sales teams are allocated to support International, Global, Strategic, Commercial, Enterprise and Public Sector. Today, over 17,000 corporate, enterprise, government, and academic organizations rely on SHI to support their transformation, collaboration, security, and optimization needs. Few companies experience the longevity SHI has experienced. In fact, SHI's first customer is still with us today. From the beginning, SHI has focused on innovation, expanding our technology offerings, and professional services. Starting solely as a software reseller, SHI now offers full IT solutions, ranging from software and hardware to cloud migration and strategic planning. SHI has always brought leading edge technology to our customers: from bringing drop-shipping innovation to the IT channel in 1991 to delivering high-value consulting and professional services to help organizations achieve business agility. We work closely with the top manufacturers and participate in several advisory boards to ensure we are aware of new technologies and shifts in technology and that we are transferring that knowledge not only to our customers but also using it to influence how we run our business. There is a lot to consider when seeking a partner who can help address Sourcewell members' various technology needs. Ability and experience are vital elements in your decision, but you also want a company built on solid principles and values. That is why our business philosophy focuses on one key concept: Being helpful. It is an easy claim to make, but at SHI, being helpful goes beyond a simple marketing strategy—it is a core consideration in everything we do. We continuously look for opportunities beyond the contract, including: • Coordinated expertise and insight to help you find success • Value-added support that exceeds established obligations • Targeted assistance addressing inefficiencies and obstacles, so you can focus on critical priorities To further demonstrate our commitment, we look toward SHI's core values, which drive our operations and promote a healthy, helpful business culture. We have listed our 10 core values below. With dedication to these values, as well as SHI's focus on remaining uniquely helpful, we can deliver on the trust you place in us. SHI Core Values: • Build a culture of diversity, equality, and inclusion • Be accountable and act with integrity • Seek understanding to support sincerely • Embrace change, collaborate and innovate • Show initiative and execute efficiently • Be resourceful and cost conscious • Adapt, persevere and succeed • Learn, grow and teach • Strive for wellness to achieve balance • Be bold, be fun, behave and be you Our goal is to foster a long-term, mutually beneficial relationships with our customers and partners, and we are committed to a collaborative process that is customer centered so that your members can make their IT solution purchases confidently. Through providing Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement, we believe SHI is the ideal partner to support Sourcewell's contract requirements.
11	What are your company's expectations in the event of an award?	SHI is excited to continue our collaboration with Sourcewell and its members! We have had tremendous success growing the value of our first awarded contract and will continue our commitment to expanding the use of this contract, supporting Sourcewell's existing members and educating eligible contract users. Throughout our current contract, Sourcewell has been supported by a dedicated account management structure that has provided both Sourcewell and its members

with a supportive team of individuals, including dedicated Capture and Business Development Manager, Victoria Pubylski, Field Account Executives, Inside Account Executives, and sales leadership, as well as expert support from our technology specialists. Our dedicated sales teams are well-informed on how to use the Sourcewell contract and will continue to promote this contract to ensure both the Sourcewell Cooperative and its members benefit from our relationship.

Given that we are already familiar with Sourcewell and your members we expect there to be a seamless transition to a new awarded contract. We will maintain and grow our successful partnership with Sourcewell, beginning with our immediate actions upon award which include:

1. Supporting and advocating our Sourcewell partnership. Each team member from every Public Sector vertical supports our partnership with Sourcewell and will continue to advocate for the contract with passion and vigor. Our public sector sales force has successfully grown our Sourcewell contract year over year since our initial award in 2019, including an incredible 100 percent growth in the second full year of our contract. Given our position in the public sector market, our expanding sales force, and our passion for advocating the benefits of the Sourcewell contract to new customers, we are confident that we can continue to amplify Sourcewell's reach in terms of the number of distinct members who use this contract and revenue achieved.

2. Develop additional marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Capture and Business Development Team, dedicated to the Public Sector Business Unit at SHI, to notify existing customers and continue to prospect new customers to detail our partnership.

3. Provide training and updates to our entire Public Sector sales and sales support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its members.

4. Connect with current Sourcewell members and listen to members' needs and feedback. Our check-in will ensure that each member's dedicated Account Team is familiar with and accessible to them, in addition to educating members on our value. We will work with each member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like).

5. Finally, we will create a dedicated Sourcewell online catalog that displays the contracted pricing and contract page on our website that will include the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, and a link to Sourcewell's website.

We recognize why cooperative contract usage is rising and realize the value of having strategic partners in this space. SHI distinguishes itself from comparable organizations by choosing to partner closely with a select number of cooperative partners, ensuring we offer proactive support rather than stretching ourselves across countless partnerships. To bolster support for our larger contract users, and sales organization, we have established a Capture and Strategy team. This team is tasked with educating our customers and sales team about our available contracts and serving as a primary resource for significant contract holders like Sourcewell.

Your dedicated SHI Capture and Business Development Manager will regularly meet with the assigned Sourcewell Supplier Development Administrator to ensure contract success for both SHI and all Sourcewell customers. These meetings will include updates or changes impacting the contract, a review of contract highlights (like spending, new customers, and new vendors), discussion of any contract concerns, identification of areas for improvement, and sharing our strategies for promoting the contract. We aim to maintain open lines of communication throughout.

Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership and sales teams directly to execute these steps.

Primary contacts for Sourcewell include:

1. Tory Pubylski
Capture & Business Development Manager
Victoria_Pubylski@shi.com

2. Amelia Jakubczyk
Director SLED Contract Capture and Development
Amelia_Jakubczyk@shi.com

		3. Aimee Ballenger Senior Director of Contract Capture and Development Aimee_Ballenger@shi.com If chosen to partner with Sourcewell, we'll bring fresh and innovative perspectives to your members and anticipate a seamless transition. We pledge to provide personal support for Sourcewell and your members, with devoted Capture and Strategy team members, taking the lead. We will remain flexible and agile in our approach to optimize Sourcewell members' contract user experience.	
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 6,000 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain more than 30 global offices in North America, EMEA, and APAC. In addition to our global offices, our properties include an integration center, solution lab, and executive briefing center, which are located at our headquarters in New Jersey. In 2022, SHI reached $14 billion in revenue and set the stage for continued exponential growth. This growth stems from a laser focus on customer service, dedicated and tenured leadership, committed AEs (who live and work in the communities they serve), and a broad spectrum of customers and partners. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with our values and needs. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. We have also made significant investments in hiring more resources—the people with whom Sourcewell engages. Our financial strength and stability are predicated on our staunch affiliations within our communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth Financial Stability: • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials • Low overhead structure SHI's Dun & Bradstreet number is 61-142-9481 and we have a 5A3 rating. A copy of our most recent report is attached to this proposal. Additional details may be provided upon request.	*
13	What is your US market share for the solutions that you are proposing?	We offer our complete catalog of products and services to our customers. Providing a vendor-neutral approach to help customers find the right technology that meets every requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, cloud, and other products and services. Based on the most recent data on the US IT budget, SHI's share is approximately 2.5% of the overall market. SHI Overall Product Mix • 60% would be considered software, subscriptions, and cloud-based sales. • 40% would be considered hardware, peripherals and accessories, including devices, servers, storage, and, networking. Market Share Indicators for Software SHI is considered the leading reseller partner for many top software publishers such as Microsoft, Adobe, and Trellix (McAfee). Estimating our revenue with these partners, as representative of their partner sales, we would put our share at approximately 20-25%. This would not include sales these software publishers conduct directly with the end customer. Market Share Indicators for Hardware Original Equipment Manufacturer (OEM) direct sales to the end customer typically represent a larger percentage of the business. As a result, our overall market share is lower, but SHI is one of the largest hardware resellers in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian IT addressable market for resellers is approximately $100 billion. The largest partner in Canada owns 1%; SHI's share of the market is 0.25%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 34-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is an Information Technology Value-Added Reseller (VAR), which offers a complete solution to information technology by providing multi-vendor hardware and software along with other vital services. SHI has vast experience and established vendor partnerships that enable it to bring excellent value to Sourcewell and its members. With a diverse partner ecosystem that supports over 15,000 unique publishers and manufacturers, all the leading manufacturers include SHI as an authorized partner. SHI is authorized to sell hundreds to thousands of brands and products in the scope of this contract. We have included a sample list of authorizations in response to question number 81, and specific OEM or software publisher authorizations can be provided upon request. Our endeavors naturally resonate with Sourcewell's mission of serving as a 'force multiplier' for its members. This synchronicity is not merely coincidental but a testament to our shared values and common goals. Our expansive network of manufacturer relationships is a direct testament to this alignment. Yet, we understand to truly amplify our impact, we must cater to a diverse range of needs which is why we have forged partnerships with a considerable number of smaller distribution partners in addition to our long-term relationships with the larger distributors. This strategic approach not only diversifies our product and service offerings but also exponentially increases our capacity to deliver value. SHI has been dedicated to the Public Sector business for the last twenty years, creating solutions that are tailored to the specific needs of State, Local, and Education customers across North America. Therefore, Sourcewell can feel confident that its members will benefit from SHI's collaboration with each Sourcewell member to deliver solutions that are specific to their unique needs. SHI does not have a dealer network. All business will be supported directly through SHI's sales force in the U.S, SHI Canada in the north, SHI Government Solutions in the State of Texas. *
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the scope of this Sourcewell contract. Our teams stay current with licenses and certifications; in most cases, we have the highest available certifications. We have included a representative sample of manufacturers and the number of certifications held, and specific certification details for individual publishers can be provided upon request. Acronis – 5 Certifications Adobe – 7 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications Blue Coast Systems - 3 Certifications Bluebeam – 7 Certifications Bomgar – 3 Certifications Business Objects – 11 Certifications CA – 34 Certifications Check Point – 12 Certifications Cisco – 44 Certifications Citrix – 88 Certifications Commvault – 67 Certifications Compellent – 5 Certifications CompTIA – 35 Certifications CradlePoint – 2 Certifications DataCore – 1 Certifications Dell/EMC – 136 Certifications D-Link- 4 Certifications Domino – 1 Certifications Emulex – 1 Certifications ESET – 3 Certifications Exin – 2 Certifications F5 – 8 Certifications HDS (Hitachi Data Systems) – 4 Certifications HP – 201 Certifications HPE – 327 Certifications IBM – 174 Certifications IBM hardware – 11 Certifications Imation/Nexsan – 4 Certifications ISC2 – 10 Certifications ITIL – 5 Certifications *

		Ixia – 3 Certifications Juniper – 28 Certifications Ivanti - 10 Certifications Lenovo - 26 Certifications LogRhythm - 3 Certifications Mellanox - 2 Certifications Metastorm - 1 Certification Microsoft - 1090 Certifications Motorola - 8 Certifications NetApp - 26 Certifications NetIQ - 6 Certifications Nimble - 7 Certifications Novell - 11 Certifications Nutanix - 7 Certifications Oracle - 340 Certifications Other - 30 Certifications Polycom - 14 Certifications ProCurve - 6 Certifications Proofpoint - 3 Certifications Pure - 5 Certifications Qlogic - 5 Certifications Quantum - 2 Certifications Quest Software - 1 Certification Red Hat - 18 Certifications RSA - 33 Certifications SANS.ORG - 1 Certification ScriptLogic - 2 Certifications Security Horizon - 2 Certifications SimpliVity - 5 Certifications Sonicwall - 2 Certifications Splunk - 6 Certifications Sun Microsystems - 65 Certifications Symantec - 142 Certifications Tegile - 2 Certifications Trellix- 92 Certifications Trend Micro 5 Certifications Veeam 10 Certifications Vision Solutions 1 Certification VMware 30 Certifications Watchguard 1 Certification Websense 18 Certifications For additional certifications, please see the Technical Certifications document in the response portal.	
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	To the best of our knowledge, SHI has not been suspended or disbarred on any contracts like what is being requested by Sourcewell.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SHI is committed to providing world-class support to our clients. Awards and accolades validate the next-level partnership SHI brings to our clients in hardware, software, and services. Our partners, vendors, and clients have generously recognized SHI for its exceptional quality, service, and partnerships. SHI has been recognized as a top partner by OEMs such as Cisco, Dell, HP, Intel, and Microsoft, and as a leader in the industry by organizations such as CRN. Focusing on the employee experience, SHI is a top employer named by such organizations as Forbes and Austin American-Statesman. Our ESG efforts to assist customers in achieving their diversity and sustainability goals have earned awards from customers such as Verizon and Cushman & Wakefield and partners such as HP and Ingram Micro. For additional information about our awards and accolades, please visit SHI.com. 2023 Awards • Cohesity Global Cloud Services Partner of the Year • Forbes' America's Best Midsize Employers • HP US Personal Systems NSP of the Year • NetApp Cloud Partner of the Year • Oracle LAR of the Year, North America, Oracle Linux & Virtualization • SolarWinds North America Transform Partner of the Year	

- SolarWinds North America Breakthrough Award
- SolarWinds North America Excellence in Customer Retention
- SolarWinds North America Excellence in Subscription Sales
- Tenable Information & Systems Management Partner of the Year Awards
- Tenable North America - Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Veritas Top Growth National Business Partner
- VMware Partner Value Award for the Americas Region

2022 Awards
- Austin American-Statesman Top Workplaces
- BeF5 Partner of the Year
- Cisco Americas Security Partner of the Year
- Cisco Security Partner of the Year
- Citrix Partner of the Year – Large Account Provider
- CRN Tech Elite 250
- Cushman & Wakefield – Diverse Vendor of the Year
- EcoVadis Bronze Medal
- Fortinet North American Partner of the Year Award
- Fortinet Partner of the Year
- GoTo Resolve Pro
- Ingram ITAD Partner of the Year
- Juniper Partner of the Year - Americas Theater Overall
- Kong Americas Regional Partner of the Year
- Microsoft Surface Solutions Award
- Palo Alto Networks SASE Partner of the Year
- Pure Storage Americas Most New Customers Partner of the Year
- Rapid 7 North America Cloud Security Partner of the Year
- Rapid7 North America Partner of the Year
- SentinelOne Momentum Partner of the Year
- Symantec Partner of the Year - Identity Management
- Tanium Growth Partner of the Year
- Tenable North America Top Overall Partner & Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Varonis Growth Partner of the Year
- Verizon Partner Network Marketing Excellence Award
- Zoom US & Canada Reseller Partner Award

2021 Awards
- Cohesity Global SaaS Partner of the Year
- CRN UK Women in Channel Awards - Gender Parity Award
- Dell Partner of the Year
- Intel US Channel Partner of the Year
- Lantronix Strategic Edge Partner of the Year, North America
- Microsoft Digital Marketing Partner of the Year
- Microsoft North American Digital Marketing Partner of the Year - Strategic Device Reseller Award
- Microsoft North American Partner of the Year - Windows 10
- Microsoft Partner of the Year - Microsoft Surface Hub Reseller of the Year
- Microsoft Top Surface Hub Revenue YoY Growth - Reseller
- Microsoft US (MSUS) Partner Award in Modern Endpoint Management
- Microsoft US Surface Transformation Partner of the Year
- Rapid 7 North America Partner of the Year
- Thales Business Partner of the Year, North America
- Zoom US & Canada Partner of the Year
- Zoom US & Canada Reseller of the Year

2020 Awards
- Austin American-Statesman Top Workplaces
- Commercial Partner of the Year at Cisco Partner Summit Digital – Americas
- Cradlepoint Partner of the Year
- Forbes America's Best Employers For Women
- Fortinet Partner of the Year - US
- Intel US Channel Partner of the Year
- Intel US Partner of the Year - National - Innovation
- JetBrains Partner Awards - World65 bwide Surface Resiliency Partner of The Year
- Microsoft US Device Sales Growth Partner of the Year - Fiscal Year
- NJBIZ Top 25 Women-Owned Businesses
- Nutanix Trail Blazer Award
- Opengear – Elite Partner of the Year
- Panasonic - Rising Star Award
- Pure Storage Partner of the Year
- Samsung Installation of the Year – Mobility
- Tenable's Top Overall Partner of the Year in North America

		• Thales Business Partner of the Year, North America • Veeam Impact Partner Award – Impact Partner of the Year • Veritas Top National Business Partner Overall - Americas • Verizon Supplier Sustainability Award • Vertiv Growth Through Innovation Award 2019 Awards • Adobe Digital Media Worldwide Partner of the Year • Austin American-Statesman Top Workplaces • Cisco Central Commercial Partner of the Year • CRN's Managed Service Provider 500 - Elite 150 Category • Dell Technologies Transformational Partner of the Year • FireMon Ignite Partner Award — Growth Partner of the Year • Forbes Best Employers for Diversity • GMIS International Partner Award Diamond Level • Intel Partner of the Year for Marketing: Training for Results - Sales • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Microsoft US Surface Transformation Reseller of the Year • MSI Outstanding Channel Partner Award • Pure Storage Top Net New Logo Partner of the Year Award • Ranked 10th on CRN's Solution Provider 500 • SOPHOS Cloud Partner of the year • Zoom Partner Innovation Award	
20	What percentage of your sales are to the governmental sector in the past three years	In 2022, the Public Sector accounted for over $3.7 billion of SHI's $14 billion total company revenue. The percentage of company revenue in governmental sales earned over the past five years is: 2022: 18% 2021: 21% 2020: 20%	*
21	What percentage of your sales are to the education sector in the past three years	In 2022, the Public Sector accounted for over $3.7 billion of SHI's $14 billion total company revenue. The percentage of company revenue in education sales earned over the past five years is: 2022: 7% 2021: 9% 2020: 8%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI manages hundreds of contracts for customers in the public sector space. We have provided sales for our top ten revenue contracts for the past three years. In addition to the information provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome National Cooperative • 2020 - $433,524,175.00 • 2021 - $432,367,332.00 • 2022 - $474,912,261.00 National Cooperative • 2020 - $117,246,848.00 • 2021 - $242,276,114.00 • 2022 - $428,741,315.00 National Cooperative • 2020 - $119,276,838.00 • 2021 - $215,559,364.00 • 2022 - $297,216,161.00 National Cooperative • 2020 - $49,516,736.00 • 2021 - $98,356,960.00 • 2022 - $162,616,951.00 National Cooperative • 2020 - $109,667,754.00 • 2021 - $94,519,443.00 • 2022 - $66,158,438.00 National Cooperative • 2020 - $105,605,584.00 • 2021 - $106,272,231.00 • 2022 - $36,249,883.00 National Cooperative • 2020 - $51,110,983.00 • 2021 - $69,945,461.00 • 2022 - $117,824,104.00 State Contract • 2020 - $137,405,364.00 • 2021 - $79,536,085.00 • 2022 - $43,431,618.00 State Contract • 2020 - $79,162,748.00 • 2021 - $77,934,115.00 • 2022 - $54,871,606.00 State Contract • 2020 - $64,141,338.00 • 2021 - $63,818,564.00 • 2022 - $69,121,433.00	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA • 2020 - $19,629,342.02 • 2021 - $13,876,322.68 • 2022 - $6,492,695.32 SHI does not have any SOSA agreements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NJ Transit	Renzo Sosa, Director, IT Contracts	973-491-7612 rsosa@njtransit.com	*
University of Georgia	Ryan Dekle, Procurement Specialist	706-542-7113 deeks90@uga.edu	*
NY-Erie 1 BOCES, Western New York Regional Information Center (WNYRIC)	Julie A. Bray, Project Manager	716-923-6512 jbray@e1b.org	*
Fulton County, GA	Anne Wilson, IT Vendor Relationship Manager – Department of Technology	404-612-7294 Anne.Wilson@fultoncountyga.gov	
City of Little Rock, AR	Vitesh Patel, Procurement Manager - Finance Department	501-371-6838 vpatel@littlerock.gov	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	New York - NY	All IT products and services	$8-$32.3M	$ 567,127,119.76	*
Not Required	Government	Louisiana - LA	All IT products and services	$4-$9.2M	$ 216,861,697.19	*
Not Required	Government	Missouri - MO	All IT products and services	$3-$17M	$ 152,833,261.14	*
Not Required	Government	Oregon - OR	All IT products and services	$12-$10.2M	$ 76,774,805.93	*
Not Required	Education	New Jersey - NJ	All IT products and services	$4-$1.5M	$ 36,539,525.56	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	SHI possesses not only the necessary capabilities but also the needed enthusiasm to cater to the needs of Sourcewell members from across the U.S. and Canada. Our ethos at SHI grows from our team members and they remain our greatest asset. Our sales force provides exceptional customer service and support to Sourcewell members. To remain successful for Sourcewell members, we will stay flexible in our approach and will engage with each member on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our sales structure. In terms of organization, we have retained a small business feel to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. Our Team Structure With a desire to meet the unique needs of our various public sector customers, we have structured our public sector business unit into four divisions, including: • Federal • State and Local Government • Education • Healthcare Sales Leadership SHI recognizes the value and agility that comes from working closely with your selected partner. That's why, to best support our customers, we have split our public	

sector into regions. We have over 250 salespeople who are focused on government, education, and healthcare. SHI's Senior Public Sector Sales Vice President oversees four regional Vice Presidents (VPs)—education west and east, and government west and east, who directly manage the District Managers and Account Executives in their territory. This allows for more flexibility and faster decision-making, so SHI can provide Sourcewell's members with a small business feel.

Public Sector Field Team
The Public Sector Field team supports state and local government, K-12, higher education, federal, and public healthcare entities across the country. Customers in the public sector are supported by an Account Executive (AE), who lives and works in the territory, and a dedicated inside sales team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Our AEs are empowered to make decisions when it comes to customer support, and they have the autonomy to resolve issues as they arise. In addition, District Managers (DM) are engaged with the account teams to provide executive-level support and to meet with customers as needed.
Regular and transparent communication with customers helps us provide tailored support. AEs meet with the Sourcewell member contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide significant value in supporting members' initiatives and will engage the support teams as needed to help meet their goals and objectives. *

Public Sector Inside Team
Our Public Sector Inside team focuses on supporting the needs of smaller local government, K-12, and higher education institutions nationwide and offers personalized attention regardless of organizational size. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Based at our global headquarters in Somerset, New Jersey, the Public Sector Inside team supports customers' needs from start to finish.

Canadian Public Sector Sales
With over 20 years of experience in the Canadian marketplace, SHI maintains several offices and a team of 20 people including directors, managers, field sellers, and sales support including field service executives who provide pre-sales support, solution architecting, and engineering across SHI's full portfolio.
Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is comprised of one District Sales Manager with over 35 years of experience in the Public Sector, three Field Account Executives with up to 24 years of experience and one Business Development Manager with over 10 years of experience in Public Sector. This team is backed by Inside Account Managers who support day-to-day quote requests, returns, and general inquiries. We provide a comprehensive customer support plan to ensure we meet each members' needs as part of our presence in Canada.

We also have six Inside Account Executives who are phone-based sellers covering Canada to augment the field sellers.

And our Canadian presence is growing! We continue to look to expand our field sales presence in the Public Sector in the coming months.

27	Dealer network or other distribution methods.	To support Sourcewell members' need for reliable stock, we have an abundant and broad community of distributors and partners. We work loyally to maintain relationships with both our large IT distributors (Ingram Micro and TD SYNNEX) as well as smaller, local distributors and manufacturers directly. Regardless of where we source products, SHI always looks for opportunities to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams review our distributors' stock to source products from the supplier with inventory in the closest proximity to the customer, at the lowest price. Most products are delivered within three to five business days of order placement. We have sourcing specialists on our procurement team who monitor purchase orders with our partner and distributor community to ensure that no savings have been missed. In many instances, our sourcing specialists can aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. SHI also maintains two integration centers/warehouses in Piscataway, NJ, which can securely store the Members' inventory for configuration and integration services. The combination of our warehouse/integration centers, as well as our relationships with our major distributors, allow us to provide efficient product delivery across the country. SHI's distribution model reduces time to market and decreases the overhead costs of maintaining additional warehouses, subsequently allowing us to offer our customers an aggressive pricing model. Our major distribution centers are located strategically in: • Fontana, CA • Los Angeles, CA • Ontario, CA • Miami, FL • Atlanta, GA • Suwanee, GA • Chicago, IL • South Bend, IN • Swedesboro, NJ • Jonestown, PA • Memphis, TN • Dallas, TX • Fort Worth, TX SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off this pricing.

28	Service force.	To anticipate the needs of our clients, we proactively invest in solution-based resources and capabilities that help our customers achieve their digital transformation goals. For example, we are adding practices around IOT and data analytics/machine learning. The requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate the adoption of that technology in the customer's environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all Sourcewell members' IT needs. Our services and support resources include: • Field Solutions Engineers: SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions. • Advanced Solutions Group (ASG): This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. They aim to help customers execute their mission and educate end users by getting the right technology to the right people at the right time. These teams are organized into the solution practice groups below: • End-User/UCC • Cloud Design, Adoption, Optimization and Management • Data Center Technologies – Server/Storage/Backup • Networking – Core, Edge, and Transport • Security Solutions • SHI Training: SHI's training team provides on-site, online, or on-demand technical, end-user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands. • Software and Hardware Partner Support Organizations: SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists has the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in evaluating hardware features, sourcing, and obtaining demos. Leveraging the expertise of our established, esteemed, and highly certified service and support teams, SHI aims to continue being a trusted advisor to your members. With our proven 'Select, Deploy, Manage' methodology, we pledge to maintain harmonious collaboration with Sourcewell members. We will oversee each project from inception through successful implementation to completion, identifying potential cost savings at every phase of the project lifecycle and continuing our ongoing contract. Professional Services Delivery SHI provides services in one of three ways: 1. SHI Delivered Services – our internal delivery resources are based in NJ and across the country. This team is comprised of over 600 technical experts who collectively hold 3,000 certifications for various products and solutions. 2. Partner Delivered Services – SHI can resell partner services. In this case, we rely on employees of that partner or contractors of that partner. 3. Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners. Furthermore, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	SHI International Corp., SHI Canada, and SHI Government Solutions will be responsible for handling all orders submitted by Sourcewell members. SHI also reserves the right to add additional fulfilment partners upon award of a contract in conjunction with Sourcewell member needs. SHI accepts orders via Purchase Order (PO) submitted via email or fax, phone orders may be placed with credit cards and orders can also be processed through shi.com by shopping directly through the catalog or completing a purchase by having an SHI quote published to your specific account. The web catalog will include all products available under the scope of the contract allowing members to acquire the most current products for their needs. Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure it is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the order is placed within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price. Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgment email and can include all information required by the customer. Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate distributor or manufacturer. The orders are sent electronically and confirmed, and all orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point, we will reach out to the end user to discuss options. Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can reach out to their sales team, and they will work with our Accounting Department to resolve it. SHI can accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We will accommodate changes at any time. Invoices will be sent only after the products have been delivered. SHI has also worked with Sourcewell to set up a store on the new Buy Sourcewell online platform with punchout options for your members. This is yet another purchasing avenue for Sourcewell members.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated AE and a dedicated inside sales team. Field territories are structured vertically and geographically. Each AE is supported by a team of IAMs who maintain direct relationships with the customers. SHI's AEs are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our AEs ensure customer satisfaction, SHI can provide high-quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI regional directors are engaged with the account teams to provide executive-level support and to meet with customers as needed. SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully support their customers with accessible, courteous, responsive, and seamless customer service. Below we outline our standard procedures and response times: • Call answered in a timely manner: Sourcewell's calls are directed to your dedicated IAM. In the case your dedicated IAM is helping another customer, calls are directed to voicemail. If the customer has an urgent request, they can escalate their request to the inside sales team manager or AE for immediate assistance. • Email and voicemail response: All emails and voicemails are answered or returned within two to four business hours. • Quotes Turnaround: Quotes from the customer's standard catalog are fulfilled within eight business hours. For quotes requested for items which are third-party source/weird ware items, the IAMs reply to customer requests within two to four hours, confirming receipt of request and relaying to the customer they are working on their request and notifying them of additional time the request may take because of external factors—such as awaiting vendor response or additional required information from the customer. • Process orders within 24 hours of receipt (unless additional information is required). • Order entry accuracy: SHI accurately enters purchase orders into the system 98 percent of the time based on monthly data. • Provide daily updates on any pending requests. • DOA Devices: If an item is DOA, SHI works with the OEM to provide a working product within the OEM's DOA policies. • Order received to product shipment: The total turnaround from order receipt to shipment for 90 percent of all standard orders is 15 days. Should we expect a delay because of large quantity, complexity, product constraint, etc., SHI communicates the expected timeline with the end user who placed the order and follows up consistently until the product is delivered.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Aiming to best support the needs of over 50,000 members, Sourcewell seeks partnerships that deeply understand and are dedicated to serving these diverse groups. Members span various sectors, including state and local government, tribal government, public and private K-12 and Higher Education, public healthcare, and non-profit organizations. Each industry has unique IT needs, requiring an experienced and resourceful solutions provider. With its comprehensive capabilities and dedication, SHI stands ready and eager to serve each of these sectors by providing tailored IT solutions and consistent support. As the incumbent and current partner to Sourcewell and its members, SHI is passionate about this contract and is committed to developing impactful current and future IT solutions for each member. To achieve this, we will deliver the following: • A dedicated Capture and Business Development Manager who focuses on championing this contract internally with our SHI sales teams, joining calls with customers to answer questions about the contract, and connecting resources internally and with Sourcewell as needed. • Knowledgeable staff who have worked with Sourcewell and its members and understand the challenges you face, enabling you to facilitate a better buying vehicle for your members. • A global solutions provider with experience in the public sector who can accommodate a nationwide demand for products and services. • A dedicated partner who can provide consistent, comprehensive solutions, providing high quality, cost effectiveness, and reduction of risk. • A complete catalog of products and services with competitive pricing that supports members no matter where they are in their IT journey. With a dedicated team of sales, technical advisors, and contract specialists available to assist members throughout the nation, SHI is well positioned to be your value-added partner—supporting Sourcewell's vision "to empower community success." SHI is excited about the opportunity to continue working with Sourcewell and your members. Our current contract has been a huge success because of our ability to offer thousands of OEM's and hundreds of different service offerings to your members. Upon award SHI will continue providing the entire breadth of our catalog to your members across the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SHI will enthusiastically provide products and services to Sourcewell members in Canada. Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is detailed more in response to question number 26. Working with the sales team, we have three in-country field solution engineers – one focuses on UCC, one on Data Center, and the other on Security. SHI currently employs four Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. We also have a broad network of Canadian distribution partners from whom we source products including Ingram Canada, TD SYNNEX Canada, D&H Canada Climb Channel Solutions Canada, and Dell Canada Inc.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all eligible members. With over 250 sales team members supporting across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. Our mission is to instill a comprehensive understanding of the contract, terms, and conditions among our AEs in every region. This knowledge base will equip them with the ability to provide unparalleled support to Sourcewell members. SHI is poised to provide extensive training to educate your members across all geographic areas of a new contract.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We commit to actively marketing and endorsing this contract, ensuring we increase visibility to all Sourcewell members without exception. We will serve all Sourcewell participating entities that our sales teams support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have an Account Executive who lives in Alaska, Marla Thompson, who supports government customers. Pete Kim, who lives in California, is the field government Account Executive for Hawaii. All education customers in Alaska and Hawaii are supported by our Public Sector Inside Account Executives.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are thrilled by the opportunity to continue to promote and market our Sourcewell partnership. We know the vital importance of marketing contracts and reaching all eligible Sourcewell members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract. Throughout our current contract, we have worked diligently to market the Sourcewell contract both internally and externally. The Sourcewell Capture & Business Development Manager, Tory Pubylski, recorded and posted several internal trainings for all sales teams selling on the Sourcewell contract and even recorded a sequence of video trainings with our Supplier Development Administrator in the Sourcewell studios as quick, digestible nuggets telling sales from both the Sourcewell and SHI perspectives how to market and explain the value of the Sourcewell Cooperative contract to customers. These short on-demand trainings covered the who, what, why, and when to break down the talk tracks that are helpful to sales and potential Sourcewell customers alike. Additionally, we had several sales teams attend Sourcewell in-person trainings across the country and our Supplier Development Administrator provided a series of regional webinars with our support to get the right attendees. During the term of the current contract, we also expanded our marketing team devoted to Public Sector. This team, led by our Director of Growth Marketing Programs, Rob Fass, has taken an innovative approach to expanding initiatives that are focused on public sector customers and the real IT obstacles they face. Through purposeful customer-directed emails about solutions specific to our customer base, social media and supporting our customer-facing events, this team is critical to our support of our customers. Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership team and our Public Sector Marketing team, to create and execute our marketing plan. Upon award, we will execute the following steps to begin marketing the new contract: • Create contract announcement materials for electronic distribution to customers via email, on SHI.com, and the SHI Resource HUB blog, posts on LinkedIn and other social media. • Create co-branded marketing outlining the features of the new contract. • Design a dedicated website on shi.com including the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to Sourcewell's website, and all relevant contact information. (to see the current page visit: https://go.info.shi.com/Sourcewell-Contract-Page.html) • Create internal sales training for new contract compliance, pricing, terms, etc. We will also welcome any opportunity to work with Sourcewell and AASA on advertise at their events or in their newsletters. SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also provide seminars and workshops to our public sector customers across the country and are eager to have Sourcewell members attend. Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our most recent event was the Sustainability Summit. Centering the conversation around sustainability, the event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's proactive role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain. Sourcewell members are welcome to attend these at no additional charge. Custom Events – The SHI Roadshow series of events was new this last year for SHI! We completed two traveling shows focused on Cybersecurity and Infrastructure in the Spring of 2023 at large event spaces around the country with solution partners and special guest speakers. These events were a roaring success, and we hope to see new headlines for these events again in 2024! We include sample marketing materials as part of the supplemental attachments in the response portal and will remain flexible and open to collaboration with Sourcewell upon an award. We provide more detail on our digital marketing media in response to question 37 below.
37	Describe your use of technology and	The digital age has profoundly changed the way we communicate by making it easier and

	digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	more instantaneous, but it has also created a flood of information which makes it that much more difficult for our customers to find trustworthy news sources for their technology information. So much content vies for our limited attention, between smartphones, messaging apps, email, and social media, we can connect and communicate with others from practically anywhere at any time. SHI provides a haven for customers to find reliable and relevant information about the latest trends, or threats, to their IT through the following digital mediums. Webinar Series Sourcewell and its members can access our regular schedule of webinars and workshops covering a variety of topics relevant to today's public sector customer – from grants and funding to modernizing your network and streamlining multivendor support for IT purchases - our finger is on the pulse of the real challenges facing our customers. Please check out our website for upcoming events and on-demand recordings: https://www.publicsector.shidirect.com/about/events SHI Resource Hub The SHI Resource HUB is home to eBooks and short news articles to keep our customers updated on the latest changes and trends impacting the IT industry. Displaying short news and informational articles, the HUB keeps our customers up to date on our services and support as well as on emerging trends in technology. Written by SHI's subject matter experts (SMEs) who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. Customers can browse by IT category, recent articles, or popular posts. Please visit the SHI HUB website (blog.shi.com) for on-demand articles, eBooks, and podcasts. Social Media In addition to the SHI Resource Hub, SHI is active on social media applications and has dedicated public sector pages to help keep our public sector customers informed. Customers can get up-to-date information on demand by following SHI on X, LinkedIn, Instagram, Advocacy, and YouTube. Upon award of a new contract with Sourcewell, we will create an announcement for LinkedIn for SHI to share with customers and our partner community. We also have podcasts- "We've Got Your Mac" and "Innovation Heroes" are available wherever you listen to podcasts! You can also listen to them by visiting our SHI Resource HUB at blog.shi.com. SHI Sponsorships In addition to our digital marketing via the web and social media directly informing business and IT leaders of the products, services, and solutions we offer, SHI enhances our brand visibility through multi-year partnerships with select college and professional sports associations and brand ambassadors. In the past twelve months, SHI's brand ambassadors and sponsorships alone have generated over thirty billion brand impressions across: • Television and radio • Earned media • Website and e-mailings • Advertising and supporting collateral • Hospitality • Onsite signage Many of these impressions come from SHI's partnership with the Rutgers University Athletic Department. Playing in the NCAA's prestigious (and national) Big Ten conference, the Scarlet Knights football team, and men's and women's lacrosse teams all play in the 52,000-seat SHI Stadium, located five miles from SHI's World Headquarters. With over five hundred of SHI's 2,000 New Jersey-based employees being Rutgers graduates, the alliance between Rutgers and SHI is long-lasting, making this partnership much more than just a marketing sponsorship. As the largest minority woman-owned business in the United States, SHI is proud to be represented by Ladies Professional Golf Association's (LPGA) golfers Allisen Corpuz and Annie Park, and the US Women's National Team/NC Courage Goalkeeper Casey Murphy, who serve as SHI brand ambassadors. All three professional female athletes are also small business owners. SHI's logo appears regularly across the LPGA's digital marketing platforms and onsite event branding and was most visible when Allisen won the first-ever U.S. Women's Open played at Pebble Beach. Allisen's position in the final pairings ensured the SHI logo on her shirt was proudly visible to a live national TV audience for the entire weekend tournament. When she is not busy representing the United States in the World Cup in 2023 (and likely the Paris Summer Olympics in 2024), USWNT goalkeeper Casey Murphy is the face	*

		of SHI's cybersecurity practice. By partnering with Murphy in support of her Casey Murphy Goalkeeper Academies, SHI is able to help Casey inspire young soccer players to take ownership of their own development and build confidence through hands-on instruction from Casey and her crew of teammates and coaches. E-Newsletters SHI creates various informative, monthly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested. SHI also creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, which are shared with customers through in-person meetings, trade shows, and email.	
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI has first-hand experience with the tremendous value that Sourcewell brings to its contract partners. We are thrilled to continue building on our relationship with Sourcewell under a new contract award. We view Sourcewell's role in the promotion of the contract to include: • A dedicated SHI contract landing page on Sourcewell's website. • Continued partnership in creating training for our sales teams. • Regular and open communication with SHI on our performance and ongoings at Sourcewell. • A dedicated Supplier Development Administrator we can contact for questions and assistance. • Collaborative marketing efforts. • Sharing in-person Sourcewell training information so our sales teams can participate. Sourcewell is already a well-known entity within the public sector sales team at SHI. We commit to actively marketing and endorsing this contract, educating our Account Executives on the specifics of this contract with an aim to increase visibility to all Sourcewell members. Our continued concentrated efforts and unparalleled dedication to Sourcewell's will be evident.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalog of products, and its business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information, enabling Sourcewell members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. With thousands of manufacturers represented, product catalogs are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba • Basware/Verian ProcureIT • Birchstreet Systems • Coupa / Coupa Advantage • DSSI • ePlus Procure+ • GEP • GHX (Global Healthcare Exchange) • Hubwoo • IDS • IOS Corp • iPayables • Ivanti • Jaggaer (formerly SciQuest) • Lawson • Oracle / Oracle Supplier Network • Payback • PeopleSoft Direct Connect • Perfect Commerce • Periscope • Procurement Partners • Quoteworks • ReactorNet • Remedy • SAP OCI Roundtrip • ServiceNow • SPS Commerce • Supplier Solutions • Transcepta • True Commerce • Tungsten • Unimarket • Valua • WorkDay • Yardi • Zycus Our e-commerce specialists can provide training to Sourcewell members authorized to access their customized site, and we will schedule trainings based on the customer's level of access to the site, collaborating with individual members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used –and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow are automated to enforce purchasing rules and minimize errors.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training	SHI offers training and adoption services, including professional development training, to help our customers maximize the value of their technology investments. Our Training and	

	programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Adoption team takes a holistic training approach, ensuring both IT staff and end users are accounted for. While all steps may not be necessary for each customer scenario, a full training project would typically encompass the following components: • Identify current state and future state requirements with key stakeholders. • Identify change management and communication strategy. • Define the use case. • Identify locations and languages. • Assess gaps and needs for IT and end-users. • Develop scope. • Customize content. • Align training with the deployment schedule. • Launch training pilot. • Live instructor-led training • Power-user training • OnDemand eLearning portal • Application deep dive training • Deskside training support • VIP one-on-one training End-User Training SHI has a multitude of options to meet our customers' training needs. Our certified instructors are enthusiastic about bringing real-world experience to the customer's learning environment. Curriculums may be standard or tailored to the agency, department, or job role to yield a higher return on investment. Customizations can include utilizing the customer's environment, business processes, local language and more. We offer training on-site, online, on-demand, or a blend of these options. Some of our most popular offerings for end-user training are: • M365 • Windows 10/11 • Microsoft Teams • Microsoft Core Apps • WebEx • Google Apps • Security Awareness Technical Training With our manufacturer-certified experts, customers can access dozens of custom on-site, online, and on-demand technical training courses geared toward our customers' organizational programs and software needs. We can support technical training for a variety of manufacturers, which include, but is not limited to: • Amazon • Cisco • Google • Microsoft • VMware • Palo Alto • Meraki • Nutanix • Veeam Professional Development for Business In today's competitive environment for hiring and maintaining quality employees, comprehensive and sound professional development is a necessity. SHI offers dozens of on-site, online, and on-demand professional development classes help employees grow and perform at their best. Topics include, but are not limited to: • Business Analysis • Communication • Leadership • Project Management • Agile • ITIL Professional Development for Educators SHI offers Professional Development for Educators. Our professional learning teams offer trainings on-site, online or on-demand through a subscription model on topics that include, but are not limited to: • Software training for IT staff, faculty, and staff • Hybrid teaching methods • Blended learning • STEM • STEAM • Esports • Pedagogy • SEL (Social and Emotional Learning) • Accelerated Learning Recovery • DEI (Diversity, Equity, and Inclusion)	*	

		• First-Year Teacher Bundle Custom eLearning Development SHI works with customers to develop custom, powerful, engaging, learner-focused eLearning courses and curriculum that meet training goals and deliver measurable results. Our custom development includes, but is not limited to: • Standard eLearning course(s) • An entire eLearning curriculum • Micro Learning • Gamified eLearning Please feel free to explore more details and options at https://www.shi.com/solutions/training	
41	Describe any technological advances that your proposed products or services offer.	Our team of experts offer various technological services that can help enhance and advance the use of technology for members. This could range from optimizing existing systems to implementing new, advanced technologies, providing consulting services, or even offering training programs like security awareness training. Articulated below are just a few offerings: Customer Innovation Center (CIC) SHI helps with the technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in. The CIC can provide on-demand and remote access to the kinds of technical advisory and real-world wisdom that you are looking for. Our goal is to help you identify, adopt, and implement the right technology investments quickly, with lower costs and risks. Now you can experience everything the CIC has to offer from wherever you are by virtue of an interactive virtual tour! How to use the Virtual Tour: Click here for a quick tutorial about the tools and features of the virtual tour so you can get the most from your experience. SHI Complete The SHI Complete service provides customers with a turnkey solution for modernizing their IT Infrastructure, enabling a remote workforce, enforcing security best practices, and leveraging SHI's Managed Service capabilities to centralize IT Service and Support. SHI Complete can ensure you have the right IT operating model and a strong governance plan around security, services, and management that is structured to meet your business goals. Combining a curated stack of integrated technologies across device management, security, networking, collaboration, and cloud platforms, SHI Complete helps customers establish a secure, resilient, and scalable IT foundation. Onboarding Service SHI Complete employs a personalized approach with respect to managed services to ensure our customers obtain the solution that best fits their business needs and primes them for growth in a Cloud First technology ecosystem. The onboarding services component of our solution includes: • Assessment of the customer IT ecosystem and IT business objectives. • Site Surveys of physical locations, network mapping, and application use cases, as needed. • Creation of a Zero Touch device deployment capability. • Development of the IT modernization strategy and customer onboarding plan. • Design of the Managed Network Services and cloud environments on client premises. When onboarding is complete, SHI's technical account managers, project managers, and certified engineers use this plan to implement and migrate customers to the new SHI Complete managed IT environment with ongoing support and knowledge transfer throughout the processes and procedures. Managed Services Managed services are the foundation of the SHI Complete solution. Customer subscription to the SHI Complete service provides many benefits that are core to the customer's success, including: • Designated technical account manager assigned to your organization. • Access to our SHI One customer portal for reporting and service requests. • Net payment terms provided (upon credit approval) through SHI. • IT service desk support for users and devices. • Client user onboarding/offboarding and IT asset reclamation. • Cloud application management and support.	*

		• On-site and cloud network service management. • Security management and best practices. • Access to a wide array of optional fee-based public cloud professionals and managed services. • Escalations to SHI subject matter experts (SMEs) through SHI's world-class service desk support team. SHI will collect and track feedback from customers during regularly scheduled meetings as well as through end-user feedback. Taking this information, SHI will make modifications to its contracted services where possible to further improve service quality over the life of the contract. SHI One Management Platform The SHI One Management Platform is a portal for customers to manage both cloud and IT services purchased through SHI. Customers have a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support and more time on strategic initiatives to drive their business forward. With this portal, customers can manage their cloud platforms (Azure, AWS, GCP). They can easily view the state of their IT landscape and streamline their cloud environment management. Customers have access to support cloud cost, usage, billing, invoicing, and consumption of support cloud accounts. Leading Industry Technologies SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we stay current on the latest and best technologies. We have established strong partnerships with each OEM, allowing us to introduce new products as soon as they become available. This gives members the unique opportunity to pre-order new products yet to be released through SHI, ensuring they receive them as soon as they hit the market. Our devoted solutions team and product specialists stay up to date with the latest technologies and will promptly notify members about the newest products available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers are leveraged to guide members as they explore emerging technologies and innovative new solutions.	

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. In 2023, we pledged to the Science Based Targets initiative (SBTi) to reach our corporate Net Zero Emission goal by 2050. At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work with our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' Environmental Social Governance (ESG) initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure. SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being initiative-taking and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, SHI consistently integrates and promotes environmental stewardship across its global business groups, ensuring consistency and innovative environmental thinking. Our commitments include: • Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices. • Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains. • Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers. SHI seeks to be energy efficient utilizing these methods: • Monitor power consumption. • Disclose to the Carbon Disclosure Project (CDP) and EcoVadis annually. • Utilizing advanced energy-saving systems such as: o High-efficiency HVAC equipment o Energy Star equipment/appliances o Energy recovery from building relief/exhaust air, demand control ventilation sequences for energy savings on ventilation (Austin). o Automatic lighting controls and LED lighting throughout (Austin). o Occupancy sensor control of lighting fixtures. o Water-efficient and low-flow plumbing. o Solar panels and electric vehicle charging stations. • SHI has EV charging stations located at our global headquarters, Ridge Integration Center in New Jersey, and our Austin Regional Headquarters in Texas • LEED Gold Certified • Austin Regional Headquarters – Building Design and Construction (2021) • Global Headquarters - Commercial Interiors (2013) To support our goals and reduce power consumption, SHI made significant green investments in our facilities by installing solar panels. Today, over 7,000 solar panels are installed at four SHI-owned facilities, including our global headquarters and Integration Center in New Jersey, and our Austin Regional Headquarters in Texas. The addition of solar panels has helped SHI avoid 5,287,000 pounds of carbon dioxide since the system's installation and avoided 13,771 lb. of sulfur dioxide and 5,425 lb. of nitrogen dioxide since installation. With sustainability and ESG at the forefront of current initiatives, we hosted the SHI Sustainability Summit event this summer at our headquarters location in NJ. The event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's forward-looking role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to customers whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Government Solutions • State of Texas Certified HUB Vendor
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We understand that Sourcewell needs to identify a trusted partner based on how that partner's capabilities can best support your participating entities' IT needs. We believe we are uniquely qualified to continue supporting Sourcewell and its members due to several key factors: our standing history with supporting this contract, our breadth of offerings, and our ability to evolve with the ever-changing technology market. Our dedication to this contract sets us apart from our competitors. Victoria Pubylski, Sourcewell's dedicated Capture and Business Development Manager, has worked tirelessly alongside our Capture and Strategy team to support Sourcewell and its members. They are experts at supporting contracts, and have trained our Account Executives on this contract, proactively managed our Sourcewell relationship, and have grown this contract continuously year over year since our award in 2019. We have had tremendous success growing the value of our first awarded contract. We will continue our commitment to expanding the use of this contract and supporting Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement. Complete IT Solutions Our ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our diverse partner ecosystem of 15,000+ unique publishers and manufacturers gives us a vendor-neutral approach to help customers find the right technology solution. We provide custom technology solutions for every aspect of your members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Compared to our competitors, we also have the distinct ability to onboard boutique vendors for end-user longtail products. Many of our competitors are only able to onboard certain, larger partners, whereas SHI can bring on smaller vendors that are uniquely qualified to meet the individual needs of our customers. We also offer a wide range of services and support directly or by leveraging our elite partner network's expertise. SHI seeks to build valued relationships with your members; aligning our focus with your mission and deliver innovative solutions that empower community success. Value Add Services SHI offers a wide range of value-added services to help our customers get the most value

out of their software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Software Expertise and Advice
Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and achieve the best value for their software spend.

Technical Advisement
Customers can depend on a vendor-neutral approach to help them find the right technology and then access a tremendous range in choosing the ideal products and services for their unique needs.

Pre-Sales Licensing Support
Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. We leverage the reporting and our PRO Renewal tool to help customers gain insights into their software purchases.

Contract Education
Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend. *

Negotiation Assistance
SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.

Fine Print
SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to various products and use cases, and then organizes the data into an easy-to-find format.

Software Solutions Services
Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.

ITAM Services
To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.

Training Services
Adoption of new technology does not happen automatically. There is a people component to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program, there may be fee-based services involved.

Financial Stability
As a privately owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. As the technology market continues to evolve, we can evolve our capabilities and resources right alongside it.

We have also made significant investments in hiring more resources—the people with whom Sourcewell and its members engage. SHI Account Executives (AEs) support their clients locally from over thirty offices throughout the U.S. and Canada, and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

Our financial strength and stability are predicated on our staunch affiliations within our

		communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths and Stability: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials, low overhead structure SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its members. In fact, we share a similar vision and mission and strive with purpose and determination to provide exceptional value and experience as we help customers select, deploy, and manage their technology.	

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental damage. In addition to OEM warranties, SHI, offers third-party warranty services plans for most OEMs on a limited, approved basis. These warranty services plans cover all hardware, parts, labor, accidental damage protection and power surge for end user-related devices. For post-warranty data center related devices, third-party warranty services cover all hardware, parts, labor, and onsite travel expenses. Third-Party Disclaimer – By including the third-party warranty service contract, SHI, is only acting only as an authorized reseller in the third-party's provider route to market for its warranty service contracts. Customers will receive contracts that provided by the third-party provider, not SHI. The warranty service contracts will be entered into directly and only between the customer and third-party provider, and SHI will not be a party to those contracts.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. Third-Party warranty services offer unlimited claims (during the contract term), no deductibles or hidden fees, and accidental damage protection against drops, spills, etc. Water submersion is not supported. These apply to end-user related devices. For post warranty data center hardware maintenance support, all hardware, parts, labor, and travel expenses are covered.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties, this will vary based on the warranty purchased and SHI can provide these details with specific OEM's. Third-Party warranty services offer various levels of service. If onsite repair is selected, this service covers all expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM. Third-party warranty services for end-user devices are only supported within the US. Post-warranty services for data center related devices are supported globally.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. Third-party warranty services are vendor agnostic and support most Tier 1 OEMs.	*

51	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered—we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: To request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer ships their return to SHI, and we process the return. In certain cases, to expedite a return, SHI will have the return product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns to expedite the process for the customer. Occasionally, software publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides a letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest—processing the Letter of Destruction directly with the software publisher. At any point, if customers encounter issues with their products, the SHI account team is accessible and eager to help. More information and details about SHI's Return policy can be found at https://www.shi.com/Terms/Return-Policy.	*

52	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide third-party warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Third-party enterprise warranty services will extend the life of members' technology investments and keep their systems – and their business – running at peak performance. The benefits of Third-Party Enterprise Warranties include: • Coverage up to 5 years for net new end-user devices. • 24/7 technical support for post-warranty data center devices. • U.S.-based call center • Global support capabilities, data center related devices only. • 100% coverage for commercial use, parts, labor, and accidental damage; unlimited claims (during contract). • $0 deductible. In addition, SHI third-party warranty services provide comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides: • 100% coverage on parts and labor, normal wear and tear, and power surges. • "No Lemon" guarantee. • Replacement for products that are beyond repair. • No deductibles, hidden fees, or surprise charges. • Commercial use & Vendor Agnostic. Members' Third-Party Coverage can begin on the date of purchase or after the manufacturer warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Third-party warranty services alleviate multi-year budgeting constraints and deliver service when and where members need it! Included in Product Protection Services in basic triage and remote diagnosis, 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, third-party warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, Third-party offers post-warranty and maintenance agreements for products that are still viable and in use! If members maintain equipment under a warranty that is about to expire - or already has expired – third-party post-warranty and maintenance agreements keep them covered. Third-party dedicated field engineers serve as an extension of the IT organization and deliver dependable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to a member's organization for post-warranty data center devices. Our service provider's Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support members' needs, no matter where the equipment is located.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	SHI provides comprehensive customer support when planning service engagements to ensure we meet each customer's needs. Given the variety of services SHI performs, different types of services may align with specific standards relating to the technology and requirements of the project. Where ISO or NIST guidelines are established, SHI will perform services in a manner that is compliant with or follows those protocols. As an example of one type of engagement, we have provided the standard guidelines followed for Quality Control (QC) by our warehouse integration center. When beginning an integration services project, we use templates to start the development of the workflow based upon information provided by the customer's onboarding information. These workflow templates are dynamic, and adjustments are made during the proof of concept, or first article build phase. The system engineers handle the technical aspect of the testing during the customer's first articles to ensure scripted processes and applications are functional. They then create an essential checklist of items to check for during the production phase. Next, the system quality control (QC) team performs in-depth testing of the process itself and creates detailed process documentation. The device is then physically shipped to the customer's location for in-person verification, or remote access to the device is provided for verification. Once the project is in production, SHI monitors and adjusts the project to scale as needed. Examples of how we've previously resolved issues include increased staffing, adding hardware resources, or reducing the total number of devices configured at one time. Work instructions start with our QC team working with the customer, internal project coordinators, system engineers, and technicians to develop thorough documentation that adheres to ISO 9001 standards. Documentation is stored on a private SharePoint document library with version control. If change and complexity management is needed, project coordinators at our facility work with sales teams, system engineers, QC teams, and technicians to address any changes. If the complexity goes beyond the expertise of these teams, other groups are engaged, both within SHI and third parties, as needed. The quality control process and tools vary by customer requirements, but in general, logs are collected from devices during the build process and stored on our servers. A scripted process to contain specific information from the devices can be developed if additional details are required. In addition, the QC team gathers requirements to create checklists or other methods of verification.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	SHI is committed to achieving excellence by providing our customers with superior world class customer support and innovative solutions. Finding the right balance for setting customer service goals is integral to improving the customer experience. As the primary point of contact for their customers, it is even more important that SHI's AEs are representatives suitably motivated by the right goals. As our mission statement says, "We are passionate about delivering exceptional value and experience as we help customers select, deploy and manage technology." As a value-added reseller, our AEs are measured, incentivized, and evaluated commensurate to organizational and performance KPIs). These performance KPIs are closely aligned to customer success. Objectives such as revenue growth, resources used, certifications earned, customer engagement, and customer review are all primary objectives of SHI's KPI/metrics structure. SHI communicates to our teams that the success of every account manager is holistically customer centric.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

55	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we will accept Purchase Orders or credit cards.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI can be an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing. Hardware Leasing SHI offers a traditional $1 buyout purchase option, and fair market value leases for hardware. We also offer a rental option. Other options include: • Return the equipment and start a new lease. • Extend the term of the lease. • Buyout the equipment for its fair market value. o Clients that do not want to have lease language in the contract or have the option to own the equipment use this structure. • $1 buyout, lessee owns equipment at the end of the term. • Fair market value leases have three end-of-term options. • Rental - Return the equipment at the end of the term or extend the term of the rental. The benefits to leasing hardware with SHI include: • Covers all equipment costs—no need to obtain additional financing elsewhere. • Frees up cash income-producing investments. • Sets fixed lease payments that are not subject to interest rate fluctuations. • Avoids technology obsolescence. • Reduces risks, as add-ons and replacements are fast and easy. • Reduces paperwork since the lessor handles all the invoices. • Reduces warranty and maintenance costs. • Matches the expense to the benefit. • Eliminates customer's need to plan for equipment disposal. • Simplifies budgeting with predictable payments. Software Financing SHI has a loan capability called an Installment Payment Agreement (IPA) which is available for transactions that are 100% soft cost. This option provides ownership at the end of the term for transactions that are software and services based. Non-Standard Options SHI offers non-standard leasing options such as 90-day deferrals and step up or down payment structures. SHI engages in discussions with your organization and works in good faith to accommodate non-standard terms or payment frequency.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SHI provides milestone notifications such as order confirmations, shipping notifications, and products on backorder. Quotes The specific details included in an SHI quote may vary depending on the products or services being offered, but generally the following information is included: • Quote Number: A unique identifier for the quote. • Customer Information: Details about the customer, including name, address, contact information, and the customer's SHI account number. • Product/Service Description: Detailed information about each product or service included in the quote. This could include product names, part numbers, descriptions, and quantities. • Pricing Information: The cost of each product or service and the total cost. This may also include details about any discounts or special pricing arrangements. • The Sourcewell contract number and member or participant ID number. • Terms and Conditions: Details about the terms and conditions of the sale, including payment terms, delivery timelines, warranties,	

and any other relevant information.
• Contact Information: The SHI sales representative's contact information in case the customer has any questions or needs further information.

Please note that this is a general guideline, and the specifics may vary based on the nature of the product or service being quoted.

Order Acknowledgements
The order acknowledgment provides the customer with confirmation that their order has been received and/or also processed.

During order entry, your Inside Account Manager can enter an email address for a representative(s) within the member entity who should receive order confirmation, up to an unlimited number. Within one hour of processing the order, SHI's servers will automatically send the order confirmation to the email addresses provided. Upon the customer's request, and with Publisher permission, SHI can include the License Key information for software installation on the Order Confirmation.

Advance Ship Notifications
SHI can send the purchaser an Advanced Shipment Notification email with tracking information. These notifications can be customized for a customer upon request.

Tracking Confirmation Notification
SHI's order management system is a complete order tracking and maintenance system. All the information your Inside Account Manager needs to provide the customer with tracking information resides on their desktops. Each day, SHI receives the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the SHI Sales Orders and are ready for immediate access by your Inside Account Manager. In addition, SHI provides this tracking information to our customers through Your Home at SHI. Authorized customer employees can log onto our website to check order status and tracking data directly from the carriers.

SHI maintains all purchase history data in our order entry system. We can re-send tracking, license confirmations, invoices, or a sell-through report history to provide proof of purchase for a customer. In the event of a request to resend a license confirmation, a duplicate copy may be provided within four business hours of the customer's request.

Backorder Reports
Your Inside Account Managers (IAMs) are responsible for managing and monitoring your purchases and backorders. At the time of order placement, the IAM will check inventory and notify the customer if it is unavailable, with an ETA for the item to be back in stock. Your SHI Account Team will run a weekly backorder report to monitor the order status. The team will work with the Sourcing Specialist in Purchasing to check inventory through all sources to expedite shipment to the customer.

As the backorder status changes, the IAM will provide updates to the customer about the ETA. At any time before shipment, the customer has the option to leave the product on backorder, substitute a different product, or cancel the order with SHI. These reports can be customized upon request by a customer. No substitutions are shipped without prior written authorization from the customer.

EULA or SLA Documents
An End User License Agreement (EULA) is a legal contract between a software developer or vendor and the software user. This agreement lays out the rights and restrictions that apply to the use of the software and is agreed upon by the customer or end-user directly with the software publisher. *

Key elements of a EULA often include:
• License Grant: This specifies that the software is being licensed, not sold, to the user, meaning the user has the right to use the software but does not own it.
• Restrictions on Use: The EULA may limit how the user can

use the software. For instance, it may prohibit the user from modifying the software, using it for commercial purposes without a license, or sharing it with others.
- Intellectual Property Rights: The agreement usually states that the software developer or vendor retains all intellectual property rights in the software.
- Warranty and Liability: The EULA typically includes disclaimers of warranties, limitations on the developer's liability, and what happens if the software fails to perform as expected.
- Termination: This section explains under what circumstances the agreement can be terminated, and what happens when the license is terminated.
- Privacy Policy: The agreement may include information about how the software collects, uses, and protects the user's data.

The EULA is typically presented to the user for acceptance during the installation process of the software, and the use of the software is contingent on the user accepting the terms of the EULA.

A Service Level Agreement (SLA) is a contract between a service provider and a customer that specifies, in measurable terms, what services the provider will furnish. While the specifics can vary greatly, a typical SLA includes the following components:
- Scope of Services: This details the services to be provided, how they will be delivered, and the schedule for delivery.
- Performance Metrics: These are measurable aspects of the service such as response time, uptime, throughput, etc. They serve as standards against which service performance can be evaluated.
- Monitoring and Reporting: The SLA will detail how performance will be monitored, how often, and the type of reports that will be provided to the customer.
- Problem Management: This includes how issues will be handled, the expected response and resolution times, and the communication process for informing the customer about issues and their resolution.
- Responsibilities: The SLA should clearly define the responsibilities of both the service provider and the customer. This can include prerequisites the customer must meet for services to be effectively delivered.
- Penalties and Remedies: The agreement will specify what happens if the service levels are not achieved. This often includes financial penalties or service credits.
- Confidentiality and Security: This section outlines how the provider will protect the customer's data and ensure privacy.
- Termination Terms: This includes under what conditions the contract can be terminated, and what the process will be.

The specifics of an SLA will depend on the nature of the services being provided, the customer's requirements, and the service provider's capabilities.

Statements of Work
A Statement of Work (SOW) is a document that defines the scope and specifics of a project. It provides detailed information about the expectations, deliverables, and timelines for a specific engagement. Here are the key components typically included in a SOW:
- Project Overview: This provides a general summary of the project, its purpose, and objectives.
- Scope of Work: This outlines the specific tasks or services to be performed, often broken down into phases or milestones.
- Deliverables: This section lists the tangible outputs to be produced by the project, such as a completed piece of work, a report, or a physical product.
- Timeframe: The SOW will specify the start and end dates of the project, along with any important deadlines or milestones along the way.
- Standards and Criteria: This section describes the quality standards or benchmarks that the work should meet.
- Payment Terms: This includes details about the project's budget, payment schedules, and any relevant terms and conditions.
- Resources: This section provides information about any resources or materials that will be needed to complete the project.
- Responsibilities: This outlines the roles and responsibilities of all parties involved in the project.
- Assumptions and Constraints: This area describes any assumptions made during the planning phase and any constraints

		that could limit the project's execution. • Terms and Conditions: This includes any legal terms and conditions related to the project. We have provided samples of these documents in the attachments. Please note that EULA documents are provided directly by a software or cloud publisher and SLA agreements are provided directly by a manufacturer or partner providing services.	
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, SHI can accept Visa, Mastercard, and American Express. There is an additional fee to use a credit card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Full Catalog Pricing SHI is pleased to offer Sourcewell and its member agencies a discount off SHI Advertised List Price (AP) by product category. Please reference the pricing sheet attached to this response for the product groups and associated discounts off SHI Advertised List Price, which SHI is proposing. SHI Advertised List Price is a verifiable source, referenced 24/7/365 at SHI.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. The customer unit price shown is prior to any special shipping charges or credit card fees as those will be calculated at the time of order. Most products ship FOB destination or are delivered electronically without additional fees but where special freight is requested that will be calculated separately. Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered whenever possible. SHI is pleased to offer a complete electronic catalog for Sourcewell and its member agencies. Professional Services In addition to product pricing, we provide professional technology services that can be priced via a Statement of Work (SOW) scoped specifically to the customer's requirements. These can be structured as hourly rate services or at a fixed price. SHI will work with the Sourcewell member to define the detailed scope of work, including the deliverables, timeline, expectations, and milestones payments. We establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. Hourly Rate Services Hourly rates are established for various roles (e.g. project manager, business analyst, developer, etc.). These rates reflect the skill level and experience required to perform the work. Our professional services experts or partners will estimate the number of hours and skill levels of resources needed to complete the scope, factoring in time for meetings, planning, documentation, testing, rework, etc. Out-of-pocket expenses may also be charged to the member separately (e.g. travel costs). We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners. Fixed Price Services Fixed price means the total cost for the project is agreed upon upfront and does not change based on effort or time required. This provides cost predictability for the member and is scoped with the same factors that are considered for hourly rate services including	

		the expected timeline, scope, resources required, testing, etc., and outlines the payment schedule based on expected deliverables throughout the project. Pricing for professional technology services for a scope of work typically involves several factors: 1. Scope of Work: The scope of the project, i.e., what tasks are to be performed, the complexity of the work, the technologies involved, and the deliverables expected. This will determine the amount of time, resources, and expertise required. 2. Time and Effort: An estimate of how long the project will take and the amount of work that is involved. This could be based on the number of hours or days, the number of people required, or the number of tasks to be completed. 3. Expertise Required: The level of expertise needed to perform the work will also affect the price. More complex tasks that require highly skilled professionals will be more expensive than simpler tasks that can be performed by less experienced personnel. 4. Overhead Costs: Any overhead costs such as utilities, rent, equipment, and software licenses that the service provider incurs are also factored into the price. 5. Price and Milestone Payments: Considering all factors for the project, the vendor will include the full cost (fixed price) or estimated price (hourly rate or Time & Materials) of the project and determine the milestone payment schedule. Milestones are determined by the completion of key project stages, tasks or deliverables custom to the engagement, which are completed by the vendor and accepted by the customer, at which time the customer will pay a portion of the fees for the project until the project is completed, and the final payment is made. It is important to note that any changes to the scope of work after signing or project start may result in additional costs and will be executed only after an agreed upon change order form is signed. Cost Savings SHI understands how important it is for our customers to achieve cost savings. We pride ourselves on being honest and transparent with customers, especially for pricing. We base our discount structure on SHI Advertised Price and do not inflate the price for RFPs to make discounts appear larger. SHI collaborates with vendor partners to help bring customers the best possible pricing. We constantly strive to help you save money across products and services—long after a sale is made. Our account team works with you from the beginning of your project and throughout the lifecycle of your purchase. Because we approach your IT solutions neutrally and are not limited to one or two OEMs, we can ensure you get the best solutions to support your needs. In addition, we will review buying programs and create price modeling to ensure that the technology you choose is being bought in the best way possible and at the most aggressive price. Your Account Executive will work with manufacturers and Sourcewell members to forecast volumes and to negotiate pricing on those forecasts. The manufacturer may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by the member that reflects the additional discount. SHI has built our business by helping customers save time and money when buying IT. We will continually look at the business and analyze usage and spend to uncover cost savings wherever possible. Our support teams contribute to this mission by providing expertise and options for products and processes that ensure the right technology is chosen at the right time. We have a proven track record of maximizing the benefits of large cooperative contracts for our customers, helping them to realize millions of dollars of savings.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our proposed discounts range from 0% - 18% off SHI's Advertised List Price. Please see the uploaded price file for category-based discounts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	SHI fully understands how important it is for our customers to achieve cost savings. Given the breadth of manufacturers and	

products that SHI offers, rest assured that opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing options available, and we go above and beyond to offer better pricing than the contract requires, as often as possible. SHI's position in the marketplace affords us both preferred pricing from software publishers and hardware manufacturers, and leverage when negotiating with partners on our customers' behalf. We will work closely with our network of software publishers and OEMs to identify areas for additional savings and better return on investment for Sourcewell.

The following demonstrates some ways we identify cost savings opportunities for our customers:

Hardware
Volume Purchase Programs: Many hardware manufacturers offer volume discount programs based on customer commitment or contractual agreements. Our product specialists and hardware resource representatives review your purchases and provide recommendations for when you may benefit from these programs. We ensure you receive all eligible benefits with the assistance of your AE.

Volume Discounts: Even manufacturers without formal discount programs may offer additional discounts based on the size and purchasing volume of Sourcewell. We negotiate with manufacturers to obtain the best price for you. Your AE will analyze SHI's extensive reports to determine product lines or manufacturers where you make large quantity purchases and negotiate accordingly.

Manufacturer Specials/Promotional Pricing: Your AE continuously monitors the market and manufacturer promotions that benefit Sourcewell. They will bring these opportunities to members' attention, considering the timing of the promotion in relation to deployment needs.

Rebates: SHI does not provide standard rebates to member contract users, but we are committed to offering our customers the most competitive pricing from the start. This upfront pricing approach is advantageous for Sourcewell members, as it ensures that they receive the best possible pricing right away. We actively collaborate with OEMs to secure additional discounts for large volume purchases and explore any additional manufacturer incentive programs for which members may qualify. Our aim is to consistently provide the most favorable pricing options available. *

Third-Party Manufacturers: While some customers believe they must purchase OEM peripherals, there are many third-party manufacturers that offer comparable products at lower costs. Your SHI account team will present these options to you, allowing you to select the option that best fits your requirements.

Software
Transactional Licensing Programs: These licensing programs offer significant savings to customers making large quantity purchases without making long-term commitments or forecasts. The discount level is determined by a first-time buy-in, sometimes even with just one license. Your IAMs will provide information on eligibility for these discounts during the quoting process, and your AE will identify these opportunities during meetings with members.

Contractual Licensing Programs: Members' AEs review purchase history and make recommendations for contractual licensing programs. These opportunities are typically identified based on comprehensive purchase history reports from SHI. We not only review individual purchases to identify new volume license agreements but also assess current agreements to recommend negotiations for higher discount levels and better terms.

ITAM Services
Our IT Asset Management (ITAM) team helps customers optimize hardware and software investments to ensure continuous compliance and cost savings. With a range of services tailored to customers of any scale and industry, our ITAM team leverages its expertise in managing complex infrastructures. They provide services such as

		data analysis, inventory management, licensing consultation, ITAM policy and process consulting, and service delivery management. Our team of over 80+ ITAM subject matter experts (SMEs) has unparalleled experience in achieving ITAM goals in various complex scenarios, serving customers with infrastructures ranging from 500 devices to 500,000 devices.	
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	When a customer requests the Sourcewell contract, all products will be considered contract purchases and therefore will be quoted with pricing that aligns with our category-based discounts off SHI Advertised Price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract, it would be hard to detail every item that will not come standard with a given purchase. However, pre-delivery inspection, installation, project management, training, and additional set-up services are not part of standard cost unless a customer specifically requests these services at the time of quoting. In addition, non-standard shipping options detailed in question 64 and credit card fees detailed in question 58 are not included in the product price.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs will vary depending on the equipment being ordered. In many cases, client hardware is shipped at no additional cost to the customer. Standard shipping will be covered, but special delivery requirements, expedited shipping, custom configurations or palletized shipments will be subject to a shipping charge. If shipping needs to be charged, SHI will charge the customer actual shipping per purchase. SHI sources products directly from OEMs and an expansive network of authorized distributors. As a reseller, SHI does not directly determine the cost of shipping for each order. Instead, we pass through actual shipping charges which can only be determined at the time of quote as they are based on size and weight. To reduce shipping costs, SHI will ship from the location with inventory closest to the customer's shipping address if possible. SHI can ship products via any method the customer desires. These include: • Standard delivery: The product is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. • Overnight and second-day delivery: this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quoting. • Deskside delivery: SHI’s logistics company delivers the product directly to the end users’ desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with deskside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting. • Inside delivery: The product is delivered to a location inside of a customer's building. SHI’s logistics company unloads the delivery vehicle. Loading dock may or may not be available. There is a fee associated with inside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and manufacturers directly. We leverage our unique distribution model with these partners to drop ship orders directly to customers' locations. Our extensive network of distribution centers throughout the US reduces time to market for our customers. SHI always ships from the location closest to the customer's shipping address with available inventory and the best pricing option. SHI Integration and Configuration Centers SHI has provided software and hardware integration services for over 20 years to global enterprises, mid-market organizations, and	

state and local government customers. We offer a wide variety of services available through our two state-of-the-art, ISO 9001:2015 certified facilities, Knox (end user compute) and Ridge (data center)—created to provide scalable, customized, and effective integration solutions at every step of the way and for every size of deployment.

Our integration services provide:
- Expertise and experience
- Lower overhead costs
- Certified resources
- Reduced labor costs
- Quicker deployment timelines
- Reduced risk

Our configuration experts and integration centers make configuring and shipping customized hardware a seamless, effortless process. Our goal is simple: to meet and exceed expectations while providing a quality turnkey solution.

Knox Warehouse and Configuration Center
The Knox warehouse and configuration center is used for advanced systems and provides custom-configured, ready-to-ship machines. Our 305,000-square-foot facility is static-free, climate-controlled, and protected by the most rigorous physical security and cybersecurity.

The configuration center employs a variety of servers, network switches, hubs, barcode printers, and cabling to provide a secure and robust production and testing environment. Equipment is regularly added and replaced to keep up with changes driven by technological advancement and client requirements.

Knox contains 330 build stations where SHI team members can simultaneously configure approximately 1,350 devices and utilize an efficient workflow to image and configure up to 3,500 systems per day. The warehouse facility allows SHI to pre-configure and stock machines with the most popular client-specific images to provide minimum turnaround time.

Ridge Integration Data Center
A team of 140 employees staff the Ridge integration center and expands SHI's ability to support advanced data center solutions, including integration services that combine components from multiple manufacturers into ready-to-deploy rack systems. To facilitate expansion, SHI keeps an equal number of completed build rooms and rooms left available for future use. The build rooms are used to build and automate integration workflows to increase the efficiency and accuracy of work. The facility allows SHI to power more than 150 racks simultaneously.

The Integration Data Center Services (IDCS) organization provides technology-related services of the highest quality to support our customers' unique requirements. The IDCS team at Ridge provides a suite of data center services to accommodate any technology need.

SHI integrates individual custom build requirements into our quality control platform for documentation, verification, and reporting. SHI's pre-configuration platforms increase deployment speed and reduce risk and complexity by constructing solutions in the staging facility.

These configuration warehouses offer a variety of support services prior to delivery of end-user and data center hardware.
- Server rack and stack (Ridge)
- Advanced configuration
- Mobile device configuration
- Integrated add-ons
- Asset tagging
- Image deployment
- Laser etching
- Activation
- Kitting
- Custom label and packing
- Inventory management

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	SHI's Capture and Strategy organization has multiple team members dedicated to our compliance and the success of the Sourcewell contract, including our Capture and Business Development Manager, Contract Compliance, and Contract Reporting Analysts. Capture and Business Development Manager As we mention throughout this proposal, Sourcewell will continue to have a dedicated Capture Manager, Tory Pubylski, working with the assigned SDA to consistently monitor our contract usage, compliance, and opportunities to grow the contract together. The Capture Manager will work with the Compliance team to train all sales teams utilizing the Sourcewell contract immediately upon award so that field and inside sales are aware of how to adhere to accurate contract pricing and terms and conditions of the contract. Tory will serve as the main point contact of for any issues or concerns that arise during the contract. Contract Compliance Sourcewell is looking for a partner that takes contract compliance seriously. We understand the importance of this aspect of the business, which is why SHI's Contracts Compliance organization is focused on meeting agreed-upon requirements. This team is comprised of five members who can confirm we meet the expectations outlined in your RFP and subsequent contract. We do this during the proposal process, contract negotiation, and beyond through: • Issue investigation and resolution • Proactive internal auditing • Proactive tracking of operational obligations • Process improvement recommendations • Strategic updates If inquiries or reviews are required, our dedicated team can investigate and provide findings with a suggested path forward, which we believe will strengthen our working relationship. Pricing, Reporting, and Administration Fees To ensure proper pricing, SHI will create a custom catalog in our system based on the agreement with Sourcewell. This contract pricing is visible to customers on our website—with real-time updates using live data feeds from SHI's suppliers. Our web catalog team manages the catalog content and audits pricing to ensure accuracy. In addition, we can run reports related to purchases made under Sourcewell's contract. Orders placed through the website and with our Inside Sales teams will capture the Sourcewell contract number so the sale will show when the Contract Reporting Analyst pulls the quarterly report. We can also collect data in customized fields and can deliver both standard and custom reports. SHI can deliver standard reports in one of three formats, including: • Contract invoice detail • Manufacturer profile

- Invoice detail

After the reports are reviewed and confirmed to be accurate, the analyst will submit them directory to our Supplier Development Administrator and then coordinate payment with our accounting department for the correct amount in administrative fees to be paid to Sourcewell.

Sourcewell Dedicated Contract Capture and Compliance Team Members *

Victoria (Tory) Pubylski, Capture and Business Development Manager -- As Capture and Business Development Manager, Victoria, or Tory as many know her, manages the SHI relationship with the Sourcewell Cooperative. Tory works to grow SHI's business under our awarded contract with Sourcewell by training our sales teams, joining customer calls, answering customer inquiries, and connecting customers to their SHI account executives. She also works with SHI's account executives to understand the contracts we have available to their customer base, how to appropriately utilize them, and prepare them for strategic upcoming RFPs where there could be an opportunity to increase our support through new contracts.

Tory has supported the public sector at SHI since 2015 as a Sales Support Operations Manager. She joined the Public Sector Proposals team in 2018, supporting government and education until transitioning to her current role in 2022. She feels most rewarded in her role when providing training and information to our sales teams and seeing their passion for how to support their customers as best as possible. She currently resides in Austin, TX.
To learn more about Victoria or to view her background and resume, please visit her on LinkedIn at https://www.linkedin.com/in/victoria-tory-pubylski-604b4583/.

Arianne Mount, Director of Public Sector Contract Compliance — Arianne started her career with SHI more than 15 years ago as an Inside Account Manager. She then transitioned into a sales support specialist role, serving SHI's business units in a sales analyst capacity. That role evolved into a leadership position for two separate teams, which helped manage all incoming legal and proposal submissions. These teams also tracked results and developed data-based strategy updates. Following her success in that role, Arianne was offered an opportunity to manage a proposal operations team focused on the proposal lifecycle, metrics, and data-led strategy. In 2022, she expanded her team to include contract compliance, which supports SHI's salesforce and customers with their public sector contracts.

Arianne currently manages a team of public sector compliance specialists responsible for strategy, reviewing capabilities, initiating new processes to align with customer requirements, tracking cadenced operational obligations, and issue investigation and resolution. She feels most rewarded in the role when her team can impact day-to-day processes for SHI and improve customer satisfaction with their contracts.

Arianne is a resident of central New Jersey. To learn more about Arianne or to view her background and resume, please visit her on LinkedIn at https://www.linkedin.com/in/arianne-mount-2b301146/.

Anthony Sapichino, Sr. Contracts Compliance Specialist—Sr. Contracts Compliance Specialist Anthony Sapichino works at the pre- and post-sales stages to ensure that SHI is compliant with our public sector contracts. In his role, he supports everyone from our proposals team to the post-sales team with compliance issues, helping to ensure that SHI is compliant with all requirements.

Anthony has been with SHI for over ten years, beginning as an Inside Account Manager supporting mid-Atlantic public sector accounts for two years before becoming a manager

		in the strategic space. He was a manager for seven and a half years before recently moving over to the compliance team. Anthony resides in Parlin, NJ. To learn more about Anthony or to view his background and resume, please visit him on LinkedIn at https://www.linkedin.com/in/asapichino/.	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1. Overall sales revenue The first, and most obvious, is simply the number of sales that are being done through the contract. We look for these to grow each month. 2. Number of entities using the contract. We believe that to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3. Number of AEs who are using the contract. In addition to the number of public entities that use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our cooperative contracts. 4. Customer Feedback. We rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their job easier. When we lead with Sourcewell and educate members on value, we expect we will get positive feedback. SHI has tracked these numbers under our current awarded contract and based on these metrics, SHI's current Sourcewell contract has been very successful. We will continue to analyze this same data under a new awarded contract to ensure we stay on the same path.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	(•) Yes ( ) No	( ) Yes (•) No	( ) Yes (•) No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are pleased to offer our comprehensive catalog of products and services to meet the unique needs of each Sourcewell member in response to this RFP. We pride ourselves on our vendor-neutral approach, which allows us to provide the most suitable technology solutions for various IT environments. Our offerings span a wide spectrum, from software and hardware to cloud services and more, courtesy of our extensive partnership network of over 15,000 product partners. SHI is committed to offering full IT solutions to Sourcewell members, ranging from basic software and hardware commodities to sophisticated, end-to-end data center solutions. Our expertise in crafting IT solutions that perfectly align with our customers' needs ensures that your members will benefit from our wealth of knowledge in designing, implementing, and optimizing IT ecosystems. We offer a broad range of IT solutions that cater to the unique needs of Sourcewell's members. 1. Hardware and Software Products: SHI offers a wide array of hardware and software products from leading manufacturers. We collaborate with top technology partners such as Apple, Microsoft, Adobe, Dell, HP, and Cisco. 2. Advanced Solutions: SHI provides advanced solutions like cloud computing, data center infrastructure, networking, and security. Our cloud solutions include services for public, private and hybrid cloud environments. 3. IT Asset Management: SHI helps businesses manage their software and hardware assets more effectively. We provide services for software licensing, hardware lifecycle management, compliance and risk management. 4. Professional Services: SHI's professional services team can help with everything from initial assessments and consultations to full implementations. These services can help members optimize their IT environments and implement new technologies. 5. Support Services: To ensure smooth operation, SHI offers a range of support services, including hardware maintenance & support, software support, and managed services, delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network. 6. E-commerce: Our robust e-commerce platform allows customers to purchase IT products easily and track their orders. 7. Sustainability: SHI also focuses on providing sustainable IT solutions. We offer services like IT asset disposal and recycling to help customers reduce their environmental impact. In summary, SHI's wide range of IT solutions is designed to help entities address their technology challenges, optimize their IT investments, and navigate the ever-changing technology landscape. Our strategic technology partnerships can be viewed on the partner page of SHI.com. https://www.publicsector.shidirect.com/public-sector/brands Our purpose is to provide the best overall value to Sourcewell, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with your mission to "provide leading solutions that empower community success," and we accomplish this by remaining laser-focused on customer relationships: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SHI is a customer-centric provider of diverse software, hardware, and IT products. We are proud of our wide array of services and support, offered directly or via our expansive network. We collaborate with 15,000 unique publishers and OEMs, holding top-tier certifications from leading OEMs such as Apple, Cisco, Dell, HP, Microsoft, and VMware. As the technological landscape evolves, so does our product catalog, constantly updating to meet customer demands. Our IT solutions range from software and hardware procurement to comprehensive data center solutions. Below, we provide subcategory titles along with details on some of our most up-to-date solution offerings. Hardware End-User • Devices - PCs, Laptops, Tablets and Smart Phones • Peripherals – Monitors, Cables, Accessories like Keyboards, Mice, Headsets, Memory, and Audio/Visual Equipment, etc. • Digital Signage, Kiosks, and Touchscreen Devices • Mobility – Tablets, Smart Phones, Printers, Mobile Device and App Management • Unified Communications and Collaboration (UCC) – Devices, conferencing and collaboration platforms, cameras, headsets, etc. • Services: Imaging, configuration, asset tagging, inventory, warehousing, kitting,

and shipping
Print - Printers, Scanners, MFDs, Toners and Supplies
Data Center - Servers and Storage, Power and Cooling, and Services: Configuration, asset tagging, kitting, and shipping
Networking – Wireless, Routers / Switches, SD WAN, Connectivity

Software
SHI has partnerships with thousands of software partners, including key relationships with publishers like Microsoft, Adobe, IBM, VMware, and SAP, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network.

Cybersecurity/SOC Monitoring
As your organization pursues cloud, digital transformation, and remote workforce strategies, SHI can help you defend against cyberattacks' growing threat and navigate complex regulatory requirements. SHI works with leading cybersecurity technology providers to promote sound information security governance and ensure that your infrastructure, data, and people are protected.

Our solutions center around Identity and Access Manager, Application Security, Data-Centric Security, Data Center and Cloud Security, Threat and Vulnerability Management and services, including security risk assessments, incident response, program strategy and operations, and security strategy consulting.

From assessment to implementation, we help organizations reduce risk with a dynamic approach that strikes the right balance between people, processes, and technology. Here are some of the ways that we can advance your cybersecurity:
• Secure Governance: In a rapidly evolving landscape of threats and regulatory obligations, SHI helps you address cybersecurity governance challenges by effectively setting strategy, standardizing processes, enforcing requirements, and ensuring you have the resources in place to achieve security and business goals.
• Secure Infrastructure: SHI takes a balanced approach to cybersecurity that ensures consistency across on-premises, hybrid and multi-cloud environments. Our experts help you address modern data center challenges with a strategy that starts with architecture and optimizes security controls and policies.
• Secure Data: SHI helps shift your focus from trying to secure everything to protecting what matters most – your data. We work with you to locate and understand your sensitive data, so you can establish exactly what you are trying to protect and ensure the appropriate controls are in place.
• Secure People: We partner with you to address the human element of cybersecurity. Our solutions and services enable you to thwart attacks that exploit human vulnerabilities, including malware, phishing, and impersonation across email and the cloud.

Cloud
Our Cloud solutions teams can help customers navigate Public and Private Cloud Environments, as well as Software as a Service (SaaS), Hybrid SaaS, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Database as a Service (DBaaS), Unified Communications as a Service (USaaS), “X” or Miscellaneous as a Service (XaaS or MaaS) solutions. We also offer a wide range of cloud services, including cloud migration, optimization, and management, and we have partnerships with major cloud providers like Microsoft Azure, AWS, and Google Cloud.

EULA Management
SHI offers EULA review services for a fee. The end-user license agreement services are performed by a contract administrator experienced in negotiating software license agreements. These services offset the burden of risk our customers must manage for what is considered "long tail" software publishers, meaning those non-major or strategic partners. SHI works with you to establish a playbook of rules, processes, and policies related to identifying risk and how best to contractually address the various software publishers in scope. After a negotiation, SHI prepares a summary for your review and action. This summary would include details about any remaining risks, concessions made, requirements the publisher refuses, etc.

Advanced Solutions Group (ASG)
The IT landscape has seen significant changes over the past decade, with a growing focus on holistic solutions that address evolving customer needs, as opposed to mere commodity products. Responding to this shift, SHI developed our Advanced Solutions Group (ASG) to provide solution-based support. This team, comprising over 600 technical experts holding 3,000 certifications in various products and solutions, is dedicated to meeting Sourcewell members' requirements, guiding you to the right technology, and aiding in integrating that technology into your environment. The Advanced Solutions Group, like all of SHI, maintains a vendor-neutral stance, utilizing its vast experience to tailor discussions that best suit each member's specific needs. We provide support during the strategy and solution design phase of a project, assisting with planning, assessments, conceptualization,

proof of concepts, and procurement of demo units.

Our ASG team has focused solutions groups including:
- o End-User/UCC
- o Cloud Design, Adoption, Optimization and Management
- o Data Center Technologies – Server/Storage/Backup
- o Networking – Core, Edge and Transport
- o Security Solutions

These teams, include solutions engineers and professional services support, working arm-in-arm with our devoted OEM partner teams to assist our customers in keeping pace with their evolving IT needs and facilitate seamless technology adoption.

Professional Services
Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimally for any member's specific environment. We see our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology, thereby maximizing the value of their investment.

Managed Service Provider (MSP)
SHI's Managed Service Provider (MSP) solutions include a wide range of services, such as network management, cybersecurity, data backup and recovery, cloud services and our complete portfolio of Modern Workplace Services.

Modern Workplace Services
SHI's Modern Workplace Services (MWS) cover hardware Lifecycle Services, Multi-Vendor Platform Support (MVP), Asset Recovery, Digital End-User Experience (DEX), Staff Augmentation, Mobility and Warranty services.

Lifecycle Services
The modern workplace has become increasingly dynamic. However, varied locations, schedules, and technology use can all be costly considerations when managing your workforce. SHI's Device as a Service (DaaS) solution is designed to help Sourcewell members adapt to this change, providing outcomes that achieve cost and operational efficiencies. We provide comprehensive management of all your devices across every stage of the asset lifecycle and are committed to keeping your end users productive and engaged.

Our customizable solution ensures you have the devices you want, the support you need, and the lifecycle of your devices managed based on a predictable, monthly, per-device cost. DaaS is an alternative to a traditional lifecycle services procurement approach. It provides customers access to the latest end-user computing and all-inclusive managed services to help meet their ever-changing technological needs. Each DaaS engagement is customized to include configuration, deployment, technical and warranty support, and IT asset recovery and disposal solutions.

DaaS can provide substantial benefits to members, including increased flexibility and multiple device options, and it accommodates IT budgets and operations with OpEx, hybrid and CapEx models. The DaaS model allows for a per-unit, per-month fee for the member's contract term, including the hardware's pricing and all related services.

ZeroTouch Provisioning
Regardless of the devices and operating systems that customers opt for, SHI can aid them in establishing a ZeroTouch deployment strategy. This is possible due to SHI's leadership in Zero Touch capabilities since its inception in 2011, and its commitment to OEM program adoption.

SHI provides support for a variety of platforms, including Apple Business Manager, Windows Autopilot, Chrome Zero Touch Enrollment, Android Zero Touch Enrollment, and Samsung Knox Mobile Enrollment.

With a history of being at the forefront of such services, SHI was the first reseller to offer Apple Business Manager, enroll devices into Autopilot, and provide ZeroTouch Services for Chrome.

Multi-Vendor Platform Support
MVP Support helps businesses confidently support multiple enterprise platforms to dramatically reduce costs and eliminate complexity often found with multi-vendor support services. MVP Support is a global support solution powered by Level 3 engineering PODs, service delivery, critical incident management, and a powerful integration platform to support complex vendor escalation workflows and processes.

Digital End-User Experience (DEX)
SHI's Digital Employee Experience (DEX) service provides an accessible view of everything affecting an end-user's performance. It fosters a productive user experience in which IT issues are detected, diagnosed, and resolved often before users even feel the impact. Our DEX Managed Service includes deployment, configuration, and optimization of your digital experience platform, allowing you to take full advantage of your current OEM toolset. We allow our customers to sit back and relax by helping them gain complete visibility and insight through advanced dashboards to create automated and proactive responses, resolving issues before disruptions occur.

Staff Augmentation
SHI's Staff Augmentation program is built on the expertise of our elite partner network of staffing providers. SHI maintains relationships with a wide range of staffing partners around the world, enabling us to find the right blend of SHI internal and staff augmentation resources to address even the most complex requests. Through this robust network, SHI can ensure that our customers have a deep and diverse candidate pool as they seek to accelerate their business by infusing talent and expertise through staff augmentation.

We source the perfect IT professionals for your needs by:
- Obtaining a complete understanding of each assignment.
- Developing a thorough search plan that may include pre-identified targets, organizations, resumes in our database, Internet advertising and searching, and engaging one of our qualified partners.
- Conducting a multiple screening process, which includes our technical recruiter, recruiting manager, and one of our technical resources.
- Checking professional references prior to the client interview.
- Presenting our top candidates to you for review and interview.

SHI provides members the benefit of having fast responses from our dedicated resources who act as a single point of contact to assist with onboarding and off-boarding candidates with no hidden fees all backed by our reliable recruiting process.

IT Asset Management (ITAM)
The IT Asset Management (ITAM) team at SHI helps our customers optimize Hardware and Software investments to ensure continuous compliance and cost savings. The ITAM team at SHI has a full portfolio of services to support customers of any scale, industry, and sector. With a team of over 80+ ITAM SMEs, many of whom are former auditors themselves; SHI has Data Analysts, Inventory Engineers, Licensing Consultants, ITAM Policy and Process Consultants, and Service Delivery Managers on hand to become an extension of your existing resources.

Our ITAM team provides SAM services to customers ranging from 500 devices to 500,000 devices with widely varying and complex infrastructures. ITAM Services combine:
- Volume License expertise supporting the world's most complex IT environments since 1989.
- Inventory and discovery expertise
- "Best of Breed" SAM toolsets
- SaaS-based IT Asset Management platform with 24/7 web portal
- Best Practice Service Management
- ISO 19770-1 aligned SAM Process and Policies
- Dedicated SAM Licensing and Inventory Consultants, Licensing and Inventory Engineers, Process and Policy Consultants, Service Managers, and former auditors.
- Compliance and optimization baseline: A license compliance and optimization baseline is a one-time assessment of a publisher or publishers that identifies trends in your current licensing, surplus license opportunities, and licensing deficiencies to be reconciled. With the baseline, you can make informed decisions regarding license contracts, maintenance renewals, and software procurement for cost savings, reduced risk, and recycled software assets.
- Audit defense: SHI has a full, rapid-response audit defense team to assist customers in any audit situation. This service has resulted in an average settlement of 10% of the publisher or auditor's findings.

Workshops and assessments: We provide various customer workshops and assessments, from ITAM maturity assessments to cloud readiness reviews to ITAM ROI value workshops. Whether you are unsure of what software your organization has deployed, what software your license agreements entitle you to deploy, are looking to mitigate compliance risk, or reduce overall software costs, our IT Asset Management services can help you take control of and manage your assets.

The Workshop
The SHI Software Asset Management (SAM) Planning Workshop ("the Workshop") is

a compact, disciplined process that ensures the right software entitlements, measures, and collection processes are in place. The Workshop brings together all the personnel, skills, and experience needed to coordinate and plan the complex process of gathering information for asset and compliance management. The Workshop ensures that you have addressed all the software audit risk areas and are prepared to deflect audit threats and defend against audit claims without the typical (and expensive) audit "fire drill".

SHI's SAM Workshop describes all of the infrastructure and processes necessary for the effective management, control, and protection of software assets throughout all stages of their lifecycle. The strategic goals of SAM include (but are not limited to) the following:
- Control cost and business risk for a stronger financial position
- Optimize existing software investments to enable you to do more with what you have.
- Help your organization become more agile by making better use of resources, even in changing business conditions.

SAM provides the following benefits to customers:
- Cost Savings: Lower costs associated with purchasing and maintaining a software library by capitalizing on vendors' overall buying power through single-volume license contracts.
- Risk Management: Control business and legal risks related to improper software deployment.
- SAM Advantage: Stay ahead of the competition through streamlined operations and faster time-to-market.
- Good Governance: Achieve and demonstrate compliance with your responsibilities under government legislation, such as Sarbanes-Oxley.
- Disaster Protection: Protect your company's valuable software assets in the event of unexpected adversity.

Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

Scholastic Esports
SHI’s dedicated team of education and technical experts is taking over the scholastic esports space by helping high schools and colleges discover the power of esports and learn the intricacies of the industry. Integrating esports with STEM and CTE enables educators to create a curriculum that aligns with workforce sectors and industries to attract more students.

Scholastic esports (electronic sports) programs are revolutionizing student engagement. The goal of esports is to create high-quality, developmental experiences so students of all backgrounds and abilities can use this as a universal platform to grow socially, emotionally, and academically.

As innovative schools are accelerating their esports environments, this digital transformation is helping students engage in STEM and technology-focused activities, professional development, and school clubs and sports programs. However, the growth and popularity of scholastic esports represent new technology challenges for our customers to procure a successful platform and educational program.

To meet these needs, SHI has developed a team dedicated to esports, which handles everything from building out arenas to curriculum creation. Our objective is to enable schools to build effective and successful esports programs through:
- Professional training, development, curriculum, software (coaches and players)
- Esports tournaments (UGC)
- Grants support/procurement
- Selling esports equipment that reacts just as fast as you do!

These solutions can be customized to the specific needs of any given school through a comprehensive discovery and consulting process. SHI offers avenues of existing curriculum to use as your own, or expert advisors to help create your own or modify a pre-existing package of curriculum. SHI helps identify, plan, and build an esports program that’s right for each organization.

STEM/STEAM
STEM/STEAM technology includes products and/or tools related to supporting education in the fields of Science, Technology, Engineering, Art, and Mathematics. In this age of constantly emerging technology, educators have shifted to focusing on future readiness by helping students increase their digital literacy, driving innovation, and providing them with skills around critical thinking and problem solving, empowering their success so they will be ready to face the world’s challenges and

solve real-world problems. Here are some examples of STEM technology products:
- Robotics Kits used to teach principles of robotics and programming.
- 3D Printers used in engineering and design to create prototypes and models.
- Coding and Programming Tools: Software like Scratch, Python, and Arduino are used to teach programming and computational thinking.
- Drones and Quadcopters are used for research and education, such as studying weather patterns or learning about aviation and mechanics.
- Virtual Reality (VR) and Augmented Reality (AR) Equipment provide immersive learning experiences used in fields like design, architecture, and medicine.
- Mathematics Software like GeoGebra, Mathematica, and MatLab are used to study and visualize mathematical concepts.
- Educational Apps and Games designed to teach various STEM concepts in an interactive way.
- Electronic Kits teach electronics and circuitry.
- Maker Spaces Equipment includes various tools and materials for hands-on exploration, such as woodworking tools, sewing machines, laser cutters, etc.

Public Safety and Public Works Solutions
Public safety is not just a concern for police and emergency personnel, but also for cities, counties, schools, and universities. Our public sector sales teams support all of these entities and we offer the following solutions to address their day-to-day needs for communication, security, and safety.
- Security/Surveillance Cameras, Body-worn cameras, and related software.
- Rugged Notebooks and In-car Mounting Hardware
- Drones and Add-Ons for Drones; UAVs (Unmanned Aerial Vehicles)
- RFID Devices, Antennas, Receivers
- Physical locking solutions and portable security hardware
- Software Solutions: Gunshot Detection Software, Investigative Analytics and Interview Room Surveillance Software, Biometric Authentication Software, License Recognition/Reader Software and Mass Emergency Notification Systems

Smart City /Internet of Things (IoT) Solutions
Technology is ever evolving and growing, just as cities are constantly expanding and growing. From a combined evolution emerged “smart cities.” The goal of a smart city is to optimize city functions and promote economic growth while also improving the quality of life for citizens by using smart technologies and data analysis. SHI is here to help guide our customers to find the technologies that can help turn their vision of a smart city into a reality.

Smart cities use a variety of technologies including software, user interfaces, communication networks, the Internet of Things (IoT), the cloud, and data center technology to deliver connected solutions for the public. With SHI, our customers have access to multiple platforms, a variety of hardware for backup connectivity, and access to multiple vendors—including industry giants like AT&T, Verizon, T-Mobile, Cisco, Intel, and more. We support our offerings with access to vendor-neutral solution architects and engineers, dedicated solution support teams, OEM support teams, and external resources from our hardware and software partners. Together, we provide expert resources to understand your smart city needs and recommend solutions from networking connectivity and handheld devices to server storage and cloud options.

We understand that smart cities and IoT are the technology of the future which can impact and improve the lives of the communities we live in. No matter where you are in your smart city solutions journey, SHI can help you accomplish your technology goals leading us to a smarter tomorrow.

SHI continues to refine our product and service offerings to meet the dynamic needs of our customers in an ever-changing technology landscape. The breadth of SHI’s solution portfolio is extensive, and including all sub-categories here would be overwhelming. However, Sourcewell members can rest assured knowing SHI has the expertise and resources to facilitate the right solution for each member's unique environment.

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	(•) Yes ( ) No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	(•) Yes ( ) No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	(•) Yes ( ) No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	(•) Yes ( ) No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	(•) Yes ( ) No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	(•) Yes ( ) No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	SHI has the capability to report on green-certified products and does so for numerous customers. SHI will work closely with members to identify and understand green reporting requirements.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Acer-Fully Authorized Globally Acronis-Platinum Partner Adobe-Adobe Platinum Reseller AirWatch-Premier Alteryx-DMR Partner (Distributor Managed Reseller) Altova-Elite APC-Elite Business Network Partner Apple-Corporate Reseller (Authorized 20+ years) Arbor-Premier Arcserve-Platinum Arctic Wolf-National Partner Arista Networks-Authorized Aruba Networks-Platinum Asus-Authorized Atlassian-Authorized Reseller Attachmate-Platinum Partner Autodesk-Volume Channel Partner (VCP) Avaya-Sapphire Reseller AWS (Amazon Web Services)-AWS Premier Consulting Partner; AWS Managed Services Partner Barco-Authorized Partner, Gold Barracuda-National Belkin-Authorized Partner BenQ-Silver BeyondTrust-Platinum Partner Bitdefender-Gold BitSight-Evangelist Partner Blackberry-Authorized

		Box-Premier Broadcom-Elite Brother-Authorized Partner C2G-Platinum Partner Canon-Authorized Partner Carbonite-Premier Partner CheckPoint-Three Star National Partner Cisco-Gold Partner Citrix-Platinum Partner Cleartouch-Highest Cohesity-Strategic National Partner Commvault-Market Builder - Top Tier Cradlepoint-Premier NSP CrowdStrike-Elite Partner CyberArk-Advanced Partner CyberPower-Elite Partner Cylance-Authorized Datawatch-Platinum Delinea-Authorized Reseller Dell-Dell EMC Titanium Black (Authorized 15+ years) D-Link-Gold Level Druva-Elite Partner DynaBook-Platinum Preferred Eaton-Authorized Partner Elastic-Professional Partner Entrust-Professional Partner Epson-Epson Business First Gold Partner Ergotron-Gold Erwin-Authorized ESET-Silver Exagrid-Authorized Reseller (Highest level) ExtraHop Networks-Gold Extreme Networks (ExtremeNetworks+Aerohive)-Diamond F5-Platinum Partner Facebook Oculus-Authorized Reseller Forcepoint-Titanium Partner Forescout-Platinum Fortinet-Expert Fujitsu-Authorized Partner GitLab-Select Partner Globalscape-Authorized Good Technology (Blackberry)-Authorized Google-Premiere Partner GoTo-Platinum Partner Hewlett Packard Enterprise-Platinum Partner Honeywell-NBR (National Broadline Reseller) HP, Inc.-Power Services Partner (Authorized 25+ years) HPE Aruba Networking Division-Platinum Partner IBM Hardware-Gold IBM Software-Gold Business Partner Infocus-National Partner Intel-Intel Partner Alliance Titanium Member IPSwitch-Titanium Ivanti-Platinum Jabra-Premier Partner JAMF-Gold Partner JetBrains-Authorized Juniper Networks-Juniper Elite KEMP-Authorized Kingston-Authorized Reseller Legrand (includesC2G, Chief, Da-Lite, Vaddio)-Authorized Partner Lenovo-IDG (Client) (NSP, National Solution Partner); ISG (Datacenter) (NSP/Platinum Partner) (Authorized 12+ years with Lenovo (IBM 20+)) Lexmark-Tier 1, Diamond Edge LG-Authorized Reseller Logic Monitor-Authorized Reseller Logitech-Authorized Partner LogMeIn-Authorized LogRhythm-Services Authorized Reseller (Highest Tier) Malwarebytes-Platinum Partner ManageEngine (Zoho)-Authorized Meraki-Gold MicroFocus-Platinum Partner Microsoft (Hardware)-Multi-National Authorized Device Reseller and Authorized Global Surface Reseller Microsoft (Software)-Authorized LSP, AER, SPLAR, MOSP and Government Integrator;

		GSA & DISO Authorized; Authorized Azure Expert MSP Mimecast-Elite Partner MobileIron-Iron Nasuni-Premier NetApp-Star Reseller Netgear -Reseller NetIQ (Micro Focus)-Platinum NetScout Systems (Arbor Networks)-Platinum Netwrix-Platinum Partner Nimble-Platinum Novell-Platinum Partner Nuance-Authorized Nutanix-Master Level Partner, Cloud Champion Nvidia-Elite (vPro, Quadro, Tesla), Preferred (DGX) OKTA-Elite Level Partner Open Gear-Premier Partner (Highest level), Elite OpenText-Authorized Reseller Oracle-Oracle Hardware & License Sell Track Partner, Global Platinum Paessler-Gold Partner Palo Alto Networks-Diamond Panasonic-Tier A Reseller Parallels-Premier PingIdentity-Platinum Partner Poly (Plantronics & Polycom)-Platinum Partner Progress Software (Kemp)-Titanium Authorized Partner Promethean-National Partner Proofpoint-Platinum Partner Pulse Secure-Authorized Pure Storage-Elite Partner Qualys-Supported Partner Quantum Storage-Premier Partner Quest-Platinum Plus Partner Rapid7-Gold Level Partner Raritan/ServerTech-Authorized Reseller Red Gate-Authorized RedHat-Red Hat Advanced Business Partner Ribbon Communications-Bronze Riverbed Technology-Elite Partner RSA-Titanium DMR Partner Rubrik-Elite Plus Partner Ruckus Wireless (CommScope)-Elite Partner Samsung-Client P4 Platinum Level Partner, Strategic Business Partner. For mobility - Blue Level SanDisk (Western Digital)-Gold SAP BusinessObjects-Silver, Large Account Scale Computing-Platinum SentinelOne-Platinum Partner Sharp – NEC-Authorized for Sharp Electronics Display Solutions SilverPeak-Platinum Level Smarsh-Hybrid Cloud & Emerging Partner SolarWinds-Elite Partner SonicWALL-Platinum Partner Sony-Gold Sophos-Sophos Select Partner Spectra Logic-Elite VAR Splunk-Premier Partner StarTech-Authorized Partner SunOracle-Platinum Supermicro-Tier-1 Diamond Suse-Platinum Level, Specialized in Sell and Manage Symantec-Premier Partner Synology-Authorized Reseller Tableau-DMR Partner Tanium-Partner Plus Targus Authorized TeamViewer-Authorized Reseller TechSmith-Preferred Partner Tenable-Platinum Reseller Thales-Platinum Tintri-Elite Partner Toshiba-Platinum Preferred Trellix-Platinum Partner TrendMicro-National Channel Partner TrippLite-Authorized Partner Tripwire -Platinum Partner Unitrends-Top Tier

		Varonis-Gold Partner Veeam-Platinum Partner Veritas-Platinum Partner Vertiv (Emerson, Liebert, Avocent)-Diamond Partner ViewSonic-Authorized Partner VMware-Corporate Reseller – Premier Level; Partner Professional Services – Enterprise Level; Aggregator – Premier Level Western Digital-Authorized Xerox-Authorized Partner, Gold Zebra-Authorized Partner / Specialist DMR Zoom-Performance Zscaler-Gold
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	Proactive Renewal Management SHI's Proactive Renewal Management (PRM) is a value-added service offered at no additional cost to Sourcewell's members. PRM is primarily supported by SHI's PRO Renewal Organizer (PRO) tool but also includes SHI's contract indexing tool, Fine Print, and other value-added services. For a fee, PRM includes ITAM services to help customers optimize their IT investments and achieve cost savings. It can be challenging for organizations to proactively track expiring IT assets, maintenance, and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations rely on the publishers and manufacturers to provide renewal notifications, which can result in missed discount opportunities or unwanted renewals of software you no longer use. In response to our customers' growing needs around expiring software, warranties, support agreements, and product maintenance programs, SHI created the PRO tool. This PRO organizer tool compiles your technology renewals into a centralized, rolling, 36-month timeline for simplified budgeting and renewal management. Customers can access the tool via SHI.com, with 24/7/365 availability. By addressing renewals in advance, you have the option to employ SHI to negotiate with the vendor on your behalf in the following areas: • IT asset selection: If better IT assets are available, SHI will negotiate with vendors to procure the better assets for our customers. • Product equivalent: SHI works with vendors to find our customers the best replacement when a product becomes unavailable. • Better pricing: SHI has quoting and pricing processes to help our customers realize cost savings across IT spend. Where possible, we pass those savings along to our customers. • License agreements: SHI collaborates with vendors to ensure our customers receive the correct number of licenses, obtain the best deals, and have licenses for the correct period. SHI also helps customers manage EULAs. Optimizing Renewals The PRO tool stores a complete list of the hardware and software your organization uses and automatically notifies your SHI account team 90 days prior to expiration dates. Replacing products without a warranty can be costly. SHI's PRO tool can track a member's IT assets, and it can also track maintenance and support renewals. Maintenance renewals are typically for hardware maintenance but can extend to software. For hardware, there is usually a warranty or maintenance offering that can sold in tandem, or there may be a base-level option included on the initial purchase, which must be renewed after the initial coverage term ends. For software, members can purchase licenses for a specified period. When the license agreement expires, the agreement needs to be renewed to continue using the software. For software subscriptions, SHI's PRO tool can help you track your software and guarantee you only pay for the software you use. Outdated equipment and expired software licenses can slow your employees' productivity. Effectively managing your IT assets is not an easy job, but with SHI's PRO tool, you can eliminate wasted time by ensuring employees always have access to the right equipment and software. Audit Protection There are two major risks associated with the unauthorized use of software licenses. First, poor software asset management can result in security vulnerabilities. Second, organizations risk unknowingly committing copyright infringement when unauthorized users download multiple instances of the software. To manage risk, SHI's PRO tool closely tracks your software licenses and usage, preventing unauthorized users from installing software provided under a license agreement managed by SHI. Some organizations choose to or must undergo a

software licensing audit or software compliance audit.

By using SHI's PRO tool, your organization safeguards itself from liability.

How it Works
When new orders are entered into our system, your account team can pull the information into our PRO tool. The tool is designed to notify your account team 90 days prior to the software expiration date; however, 120 days prior to the expiration date, the renewal is assigned to the AE managing your account. Working closely with the member, SHI can learn when and how often they would like quotes sent and how many days prior to software expiration dates they prefer notification.

Your SHI account team then actively works with the customer's procurement team, IT department, or designated point of contact to review options. Regular follow-up continues until the purchase order is placed or the customer indicates that they are no longer interested in renewing the maintenance or support agreement.
When the customer receives an email containing a renewal reminder, they are given the following three options:
- Option 1: "Yes, please send me a quote."
- Option 2: "No, Thanks."
- Option 3: "I would like to schedule a meeting to discuss."

The renewal reminder also gives the following information about software renewal: software expiration date, software publisher, product, SKU, order date, purchase order number, invoice number, and invoice date.

If an IT asset was not purchased through SHI and the customer completes the PRO form to allow SHI to track the asset, SHI only receives the expiration date of the software, software publisher, product, and SKU.

The customer need only click on option 1, 2, or 3 to send a response back to their account team.

Through our PRO tool, we offer proactive management of maintenance, warranty, and support plans that save time and money. With the customer's permission, any products purchased from SHI—or elsewhere—with an expiration date of any kind can be loaded into your renewal organizer. SHI does not see prices for IT assets purchased outside of SHI.

Quotes
In addition to renewals, the PRO tool tracks quotes. At any time, a customer can log in to their SHI.com portal and view their quotes. We keep a complete database of all quotes; however, SHI does not have access to any quotes provided by other resellers because quotes include pricing information.

Sometimes, upon renewal, vendors require a new quote altogether. Our system notifies us of vendor preferences and gives SHI the opportunity to negotiate with vendors on your behalf. This eliminates any additional work on your end. SHI does the work for you, collaborating and negotiating with vendors to provide quotes that best meet your needs.

PRO Timeline
The PRO Timeline is an interactive tool that displays upcoming renewals for the customer's OEMs.
- Users can click the reporting icon to run an in-depth report on the PRO Renewals. Reports can be exported and emailed to a co-worker as well.
- Users can also view a history of the original order.

Through the renewal timeline, SHI provides visibility and clarity around renewals for your organization, complementing the workflow of your own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances, SHI's PRM service even replaces or fills a void in our customers' existing workflows.

Benefits of PRO
In addition to the timeline, our PRO platform has several built-in dashboards and reports to facilitate ease of use. Additionally, you can click on the PRO Renewal Timeline to view more details. If you need to share the timeline within your organization, the timeline can be exported into Excel.

Moving Renewal Management to SHI
We have extensive experience onboarding new customers and importing their license data for future reporting and renewals. SHI onboards hundreds of new customers every year, and the process for onboarding will vary depending on the size, scope, and licensing needs of the customer. SHI's account team collaborates directly with the customer and software publishers to identify and gather necessary information on each

		licensing program and agreement. Once we receive the contract information, we populate our PRO tool database and grant your organization access. To minimize hassle, your account team and our software licensing experts work with you to complete and submit the necessary change of reseller form or process. The PRO Authorization form permits SHI to pull licensing history from manufacturers and publishers, including anything purchased elsewhere. The form provides the licensing type, quantity, coverage terms, and entitlement or agreement numbers, but does not give SHI access to previous pricing. The sole purpose of the PRO Authorization form is to help SHI better track your purchases so that we can better support your organization in the future. Just like the PRO Renewal Management service—the PRO Authorization form is optional for customers to complete. Sustained Value-added Benefit SHI's Proactive Renewal Management is a free value-added service for all our customers. The PRO tool gives your organization peace of mind, proactively managing maintenance, warranty, and support plans. With products purchased through SHI automatically loaded into your renewal organizer and quotes automatically sent to you 90 days before the expiration of the service, you can rest assured that SHI keeps track of your software assets. Speak with your account team to find out how to maximize the benefits of Proactive Renewal Management for your organization. Product security patches/fixes and updates for third-party products SHI resells are the responsibility of the manufacturer.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	SHI.com is SHI's single-source procurement platform available to all SHI customers. With over 470,000 products available, our platform offers the latest functionality in a user-friendly interface. From the comfort of the office, members can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our PRO Renewal Organizer (PRO) Timeline. SHI's procurement platform provides an efficient and intuitive way to access your customized catalog of products and procure any of those products at any time. SHI.com's business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information and enable you to find and compare SHI's products, view key metrics (like frequently viewed products and contract or standard items), and simplify purchasing. Access Each authorized user within an organization has a username and password that automatically links them to the approved customer catalog with your contracted pricing. A manager with employee admin permissions can create and disable user accounts. The platform is designed to support self-service functions, including registering new users — of which there is no limit. As an IT company, we take privacy and security seriously. Your information will not be shared with software publishers or third parties without explicit permission. Search Features Customers can easily find products using our intuitive search functionality. You can select up to five products to compare item features side-by-side. In the product details of a viewed item, you can also add an item to your favorites list. SHI delivers a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products, contracts, or standard items. Our catalog is updated daily with the latest information from our partners. SHI.com shows product availability, and if the stock is not currently available, the catalog displays an ETA for quantity and time frame for restocking. If the product in question is out of stock, SHI recommends engaging your dedicated SHI account team for further assistance. We may be able to recommend an alternative option that is currently available. For products not listed in the catalog, your sales representatives have the ability to upload a tailored quote to the website. This quotation can be conveniently added to the shopping cart to streamline the ordering process, eliminating the requirement for a separate non-catalog buying procedure. Order Placement SHI provides an easy-to-use Checkout Process that can also be customized to your specifications: • Users can save addresses to an address book to easily select the appropriate ship-to address. • Custom Data Collection—we will create fields to collect the information you need about the purchases your employees make (department, project code, cost center, and so on).

		• For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase. • See the freight based on the shipping address entered. Some customers require that additional information be captured with each hardware purchase. Therefore, SHI has designed an “interview page” to collect pertinent information. Order Tracking SHI.com provides a wide range of search options to quickly locate and view order statuses, tracking information, serial numbers, and invoices. Returns Our return process is simple. To request a return, contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number and a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the product picked up directly. Once the return has been fully processed, SHI will credit the customer’s invoice. In addition, we send out replacement orders before receiving returns to expedite the process for the customer. More information and details are available at SHI’s Return policy. Approval Routing Only authorized users within your organization can submit orders on SHI.com. However, many of our Public Sector customers allow their employees to request products, but not place orders. To accommodate ordering for those employees, SHI provides approval routing through SHI.com. With support for as many levels as your organization requires, requisitions are forwarded to the appropriate people for approval. Once an order is approved, the requestor (and anyone else listed to receive notices) will receive an email confirming approval; the order will then be uploaded into SHI’s internal order processing system. Reporting The ability to run real-time reports on SHI.com is based on permissions assigned to the usernames; so only authorized users within the organization can run reports. Your SHI account team can also run reports and set up email delivery directly to you. All reports can be set up on a subscription basis and delivered automatically daily, weekly, quarterly, or in whatever frequency you choose. Business intelligence (BI) data is refreshed hourly from our ERP system where the order and invoice data are captured. Data is up to date in BI within one to two hours of when the order is invoiced in our ERP system. Customization SHI adds relevant content to the website regularly and offers tremendous customization. On your SHI.com homepage, we can display your logo, welcome messaging, highlight featured products and company standards. Also, the News and Announcement section can provide pertinent product announcements, end-of-life information, support information, promotions, webinars or unique event invitations, and other industry news that may be of interest to your organization. SHI will notify your procurement team of any information before it gets posted. Communication with your Account Executive will enable blanket purchase orders to be built into our internal AX application and customized messages to be displayed on the website. Additional customization includes: • Set up users by groups: Purchasers, IT Department, Accounting. • Custom Checkout and Pre-loaded address list. • Setup basic Approval Routing. • Create custom product configurations. Training To better help your organization use the many features SHI.com has to offer, SHI's ecommerce specialists provide training to employees authorized to access Your Home @ SHI.com. We will work with Sourcewell to determine the training program and schedule that works best for you.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	(•) Yes ( ) No	These products and services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	(•) Yes ( ) No	These products are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	SHI's security experts help customers understand the components of a Zero Trust program, how they fit together, and what technologies support it, and then help them select those technologies based on deep technical proficiency. Zero Trust assessments cover the customer's entire environment from their end-users, devices, networks, and applications to data. Benefits of a Zero Trust program: • Improve overall security posture • Improve end-user experience and productivity • Transform the way security teams work together • Simplify the security stack • Optimized security costs

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	SHI Security Solution Architects (SSA) are responsible for the delivery of security practice-specific project-based client engagements. The SSA evaluates client business and technical requirements and develops enterprise-wide critical security control-based solutions. With an average of 8-20 years of industry experience, the SSAs serve in different roles within organizations and have acquired a diverse security background formulated from business verticals such as financial, automotive, insurance, life science, technology, and public sector establishments. Our SSA team members' expertise includes policy and procedural development aligned with industry frameworks and supporting industry compliance regulations such as, but not limited to, ISO 27001, NIST/FISMA, HIPAA, CJIS, and PCI standards. Delivery formats provided as a part of our engagement strategy include security workshops, architecture rationalization capability, and recommendation and roadmap development. Team members hold an average of two to five certifications, such as, but not limited, to: • Certified Information Security Manager/Auditor (CISM/CISA) • SANS Global Information Assurance Certification (GIAC; GSEC; GCIH; GICSP; GPEN) • Certified Information Systems Security Professional (CISSP) • Certified Ethical Hacker (CEH) • Information Technology Infrastructure Library (ITIL v3) • Certified Cloud Security Professional (CCSP) • Over 100 Industry Partner Certifications including but not limited to: CISCO (CCIE); (CCNP); Palo Alto (PCNSE); Fortinet (NSE) Checkpoint (CCSE) and many others. SHI will also assign a Project Manager (PM) to manage the overall delivery of each project. Our qualified Project Managers cover all aspects of formal project management, from the "initiating" phase through "closing". Please see attachment titled "SHI Technical Certifications."
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	Please see attachment titled "SHI Technical Certifications."
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	SHI's cloud support services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you stay on track with a secure, cost-efficient, and optimized cloud environment. Our certified solutions architects and technical consultants combine their expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies. Our support services include: • Cloud Platform(s) Service Onboarding: Cloud adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges while guiding best practices. • Net Terms Billing: Organizations need flexible payment terms to consider their financial options, including capital expenditure (CAPEX) vs. operational expenditure (OPEX) financial models, extended net term billing and financing opportunities, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provides a variety of billing options that fit your specific needs. • Reporting and Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view and provide a guided analysis based on years of consulting experience helping clients implement cloud solutions. • Always Available Support: When you have a critical issue, you must trust that you can count on world-class customer support for your cloud solution. Our cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey. • Cloud Spend Optimization: Cloud costs do not have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure. • Advisory Services: Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you. • Volume Licensing Expertise: We can help you move your licenses to the cloud, select the right buying programs, maintain licensing compliance, and limit the risk of audits. Our licensing experts will identify, monitor, and optimize your software assets to

ensure you receive the most value in your IT investment.

SHI support services and managed services are broken down into four categories – migrate, optimize, modernize, and manage—and no matter what stage you are in your cloud journey, SHI's cloud-certified experts can help you accomplish your goals.

Migrate
Cloud-based solutions have changed the dynamics of pre-sales, acquisition, and ongoing IT management. To keep up with growing demand and emerging technology, SHI has developed processes and support to address cloud consumption-based models, and we have resources dedicated to emerging partners to help our customers realize their single-cloud, multi-cloud, or hybrid-cloud strategy faster and more cost-effectively. SHI offers the following services for cloud migration:
- Assessments: Understand the costs of moving to public cloud for server infrastructure and licensing.
- Landing Zones: A solid foundation built within the cloud, using code as infrastructure.
- Lift and Shift Migration: Helps customers migrate to the cloud quickly and easily, by taking existing virtual infrastructure and moving it to the cloud with minimal modifications.
- Data Center Evacuation: Enables organizations to rapidly evacuate data, migrating to cloud infrastructure.

Optimize
SHI offers a selection of cloud optimization services ranging from a high-level summary of potential savings to a managed service. These services enable organizations to improve cloud governance as well as identify and remediate cloud waste to save between 30 and 50 percent of their cloud spend. SHI provides the following services and benefits as a support or a managed service:
- Summary of potential savings
- Access to optimization platform
- Technical support for optimization platform
- Management of reserved instances
- Management of savings plans
- Regular meetings to review optimization recommendations
- Custom reporting
- Technical guidance on application refactoring to reduce cost (managed only)
- Implementation of recommendations (managed only)

*Frequency of cadence meetings and level of customization depend on the monthly consumption.

Modernize
SHI helps customers modernize cloud infrastructure through automation, DevOps, refactoring, and re-platforming. Our process begins with a discovery of your people, process, and technology and includes the following services for cloud modernization:
- Cloud Architecture Reviews: Align your organizational priorities when building secure software from the ground up. Identify and highlight all security weaknesses or critical issues in your applications.
- Automation: Work within the confines of instructions, tools, and frameworks to carry out tasks with little to no human intervention.
- Containers/Kubernetes: Decouple applications from underlying host infrastructure using a ready-to-run software package, containing everything needed to run an application: the code and any runtime required, application and system libraries, and default values for essential settings. This makes deployment easier in different cloud environments.
- DevOps: Combine development and operation to increase the efficiency, speed, and security of software development and delivery compared to traditional processes.
- Re-factor and Re-platform: Modify applications or migrate to an alternate platform to better support cloud-based operations.

Manage
SHI helps organizations monitor, secure, and manage their cloud environment, allowing customers more time to focus on innovation and business objectives. SHI can manage patching, monitoring, and uptime, providing consistent support in the case of employee turnover. This solves the knowledge gap as skillsets evolve into cloud operations and provides cost savings compared to direct vendor support. Organizations can expect a named technical account manager (TAM), 24/7 support, and incident and service request management.

94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	No matter where you are in your cloud journey, from your first venture into the cloud to optimizing or refactoring existing applications, SHI's cloud experts can help make your cloud strategy smarter, more agile, and better value for money. SHI's cloud practice provides customers with infrastructure from major Cloud Service Providers (CSPs)—Microsoft Azure, Amazon Web Service (AWS), and Google Cloud Platform (GCP)—utilizing a wide range of configurations, including private, on-premises, public, hybrid, and multi-cloud. In addition, we can offer end-to-end consulting services to help you assess, design, build, migrate, optimize, modernize, and manage your cloud environment. With this combination of products, partnerships, support, and expertise, we are confident we can help Sourcewell members drive positive business outcomes as they work to streamline their cloud configuration. Partnering with SHI can help modernize data center and cloud architecture, connect and collaborate with your workforce, secure your environment, and optimize your procurement processes.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.

Table 178: Category 3 - Industry Specific Questions

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	Specific to our ITAD (IT Asset Destruction/Disposal), SHI has the following compliance certifications: • ISO 45001 Health and Safety • E-Stewards • ISO 14001 • ISO 27001 • R2 2013 Responsible Recycling SHI is International Organization for Standardization (ISO) compliant. SHI currently holds the following ISO certifications: • Current registration to the ISO9001:2015 standard • Original registration effective on February 8, 2012 • Current registration expiration on February 4, 2024 Departments in the scope: • Warehouse (receiving, picking, packing, shipping) • Configuration Center • IT data storage, back-up, and recovery • Returns • Purchasing As an ISO 9001:2015 registered company (except for design), SHI commits to maintaining our customers as the center of our business, understanding our customers' requirements, and meeting and exceeding those requirements in delivering configurable hardware products. SHI brings broad knowledge based on our customer and partner experiences and our desire to drive constant improvements across SHI to continue to deliver the excellence in execution required by our customers.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	SHI, along with our partner network, can perform Three Pass Data Erasure that is DoD or NIST standard 800-88 compliant depending on the customer requirements. We also provide asset recovery/remarking, hard drive destruction (HDD) shredding, certificates of destruction, EPA-compliant asset disposal, chain of custody reporting, and hardware redeployment.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - SHI Response- Sourcewell Financial information.pdf - Wednesday December 13, 2023 18:22:52
- Marketing Plan/Samples - SHI Marketing Samples.zip - Thursday December 14, 2023 09:30:41
- WMBE/MBE/SBE or Related Certificates - SHI Response- Sourcwell MWBE.pdf - Thursday December 14, 2023 12:24:09
- Warranty Information (optional)
- Standard Transaction Document Samples - SHI Response- Sourcewell Standard Transaction Document Samples.zip - Monday December 18, 2023 10:32:32
- Requested Exceptions - RFP_121923_Technology_Products_Contract_Template (12.18.23).docx - Monday December 18, 2023 15:58:06
- Upload Additional Document - SHI Response- Additional Documents.zip - Monday December 18, 2023 16:22:15
- Pricing - Category 1 - SHI Sourcewell Pricing 121923.pdf - Monday December 18, 2023 10:09:12
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maya Lynch, Proposal Specialist, SHI International Corp.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☑	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☑	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☑	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☑	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☑	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☑	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☑	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☑	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☑	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☑	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☑	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☑	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☑	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☑	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☑	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☑	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☑	1

Docusign Envelope ID: FF61F54D-C7EF-4E66-AFF2-4E568732A6C8

AMENDMENT #1
TO
CONTRACT # 121923-SHI

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Technology Products and Services with Related Solutions, Category 1 to Sourcewell and its Participating Entities, effective March 20, 2024, through February 27, 2028 (Contract).

Supplier and Sourcewell wish to amend the Contract as follows:

Section 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum, is revised by adding the below:

Dell Apex Terms and Conditions: Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at the time of the transaction. In order to access this product, Participating Entities agree that these additional terms and conditions will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Amazon Web Services (AWS) Terms and Conditions: AWS purchases made under this Contract are subject to the SHI AWS Terms for U.S. Public Sector Customers (the "AWS Terms") contained at this link: https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector. In order to access this product, Participating Entities agree that the AWS Terms will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 11/7/2024 | 1:00 PM CST

SHI International Corp.

By: DocuSigned by: Kristina Mann EA418E789F09404...

Kristina Mann, Sr. Manager - Contracts

Date: 11/7/2024 | 1:38 PM EST

SHI Advertised Price is a verifiable source, referenced 24/7/365 at shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists.

Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered, whenever possible and as often as possible.

Types of Products	Discount From Advertised Price	Manufacturer Name
Cables (Network, Signal, Fiber Optic, Power)	15%	SHI Full Catalog
Cameras	15%	SHI Full Catalog
Surveillance Video	15%	SHI Full Catalog
Security Cameras	15%	SHI Full Catalog
Access Control Systems	15%	SHI Full Catalog
Videoconferencing Systems	15%	SHI Full Catalog
Unified Communications and Collaboration	0%	SHI Full Catalog
Computer Accessories (Keyboards, Mice, Docks, Flash Memory, Speakers)	5%	SHI Full Catalog
Telephone Sets	5%	SHI Full Catalog
Headsets	5%	SHI Full Catalog
Headphones	5%	SHI Full Catalog
Network Routers	5%	SHI Full Catalog
Channel Converters	5%	SHI Full Catalog
Phone Cases	5%	SHI Full Catalog
Information Technology/Educational Furniture	5%	SHI Full Catalog
Racks	3%	SHI Full Catalog
Racks Hardware	3%	SHI Full Catalog
Batteries	5%	SHI Full Catalog
Uninteruptable Power Systems	5%	SHI Full Catalog
Battery Chargers	5%	SHI Full Catalog
Memory Modules	5%	SHI Full Catalog
RAM, DRAM, SDRAM	5%	SHI Full Catalog
Flash Drives	5%	SHI Full Catalog
Hard Drives	5%	SHI Full Catalog
Disk Arrays and Array Controllers	5%	SHI Full Catalog
Power Adapters and Inverters	5%	SHI Full Catalog
Network Interface Cards and Network Switch Products	5%	SHI Full Catalog
Multimedia Storage Products	5%	SHI Full Catalog
Notebook Computers	3%	SHI Full Catalog
Tablets	3%	SHI Full Catalog
Servers	3%	SHI Full Catalog
Point of Sale	3%	SHI Full Catalog
Desktops	3%	SHI Full Catalog
Thin Clients	3%	SHI Full Catalog
Workstations	3%	SHI Full Catalog
All in One Desktops	3%	SHI Full Catalog
Office Supplies	18%	SHI Full Catalog
Labels	18%	SHI Full Catalog
Disc Media	18%	SHI Full Catalog
Paper Products	18%	SHI Full Catalog
Whiteboards	18%	SHI Full Catalog
Maintenance	5%	SHI Full Catalog
Warrantees	5%	SHI Full Catalog

Types of Products	Discount From Advertised Price	Manufacturer Name
Projectors and Interactive Products	5%	SHI Full Catalog
Printer Supplies	5%	SHI Full Catalog
Ink and Toner	5%	SHI Full Catalog
Ribbons	5%	SHI Full Catalog
Fusers	5%	SHI Full Catalog
Flat Panel Display Monitors	3%	SHI Full Catalog
Large Screen Monitors	3%	SHI Full Catalog
TVs	3%	SHI Full Catalog
Printers (Ink Jet, Laser, Matrix, Line Matrix, Label)	5%	SHI Full Catalog
Scanners	5%	SHI Full Catalog
Multifunction Machines	5%	SHI Full Catalog
Power Products	5%	SHI Full Catalog
PDUs	5%	SHI Full Catalog
Power Supplies	5%	SHI Full Catalog
Power Monitors	5%	SHI Full Catalog
Carry Cases	7%	SHI Full Catalog
Carry Bags	7%	SHI Full Catalog
Backpacks	7%	SHI Full Catalog
Software	4%	SHI Full Catalog
Cloud Software (excluding AWS)	4%	SHI Full Catalog
"X" as a Service (including SaaS, IaaS and PaaS)	0%	SHI Full Catalog
AWS	0%	SHI Full Catalog
All Other - future and unnamed categories	0%	SHI Full Catalog

Services	Standard Hourly Rate	Discount From Advertised Price	Comments
Hourly rates are for SHI and current approved partner-performed services for standard engagements. Highly skilled projects and new partners may carry higher rates.			
Project Manager	$185.00	0%	Per SOW
Consultant - End User Solutions Group	$225.00	0%	Per SOW
Consultant - Security Solutions Group	$225.00	0%	Per SOW
Solutions Architect	$275.00	0%	Per SOW
Cloud Developer	$325.00	0%	Per SOW
Senior Cloud Developer	$325.00	0%	Per SOW
Cloud Solutions Architect	$275.00	0%	Per SOW
Program Engagement Manager	$125.00	0%	Per SOW
Asset Management	$300.00	0%	Per SOW
Staff Augmentation	$50-$500	0%	Per SOW
All other in scope services	$300.00	0%	Per SOW

File #: 2026-0167 Agenda Item #: 10c.

Submitted By: Joshua Sasso

Presentation By: Joshua Sasso

Department: Police

FORMAL TITLE:
One-year renewal of the contract with PCN-Strategies for Getac in-car video and body camera computer aided hardware and software with an estimated expenditure amount of $229,280

OCALA'S RELEVANT STRATEGIC GOALS:

Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Police Department seeks approval to renew the maintenance, hosting, and support contract for its Getac video systems. The Ocala Police Department, Code Enforcement, and Recreation and Parks have been utilizing Getac video systems since 2020. Getac in-car and body-worn camera systems record officers' dispatched calls, including emergency and non-emergency calls for service, and other encounters with citizens. The recordings are easily accessed in a web browser, allowing supervisors to review videos and evidence to manage cases and ensure proper data retention. Getac, being cloud-hosted, allows partner agencies such as the State Attorney's Office to efficiently access required videos without requiring employees to fulfill such requests.

FINDINGS AND CONCLUSIONS:
Renewing the maintenance contract ensures the most up-to-date licensing and support for the equipment. The Getac system runs constantly and requires a premium level of support to be maintained. This renewal will allow public safety entities to receive software updates and stay current with new technologies.

As a political subdivision of the State of Florida, the City of Ocala qualifies as an eligible user of Sourcewell's cooperative purchasing agreement for law enforcement equipment and services with Getac, Contract No. 090122-GET. PCN Strategies is an authorized reseller of Getac products and services under Contract No. 090122-GET which is effective through November 7, 2026. This contract can be extended for one additional year after expiration.

Cooperative purchasing programs are comprised of member cities, counties, and other public agencies nationwide that aggregate their members' purchasing power to achieve greater volume discounts. The underlying solicitation for Contract No. 090122-GET has been evaluated and determined by the City's Procurement Department to be cost-effective and to afford best value.

Staff recommends approval.

FISCAL IMPACT:
Funding for these purchases was approved as part of the Fiscal Year 2025-26 Police Department Budget Plan, and $229,280 is budgeted in the expenditure account 001-018-811-521-52-52045. This purchase will be tracked by Munis contract number 260102.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

PCN Strategies, Inc.
1420 K Street NW Suite 600
Washington, District of Columbia 20005
United States

Quotation (Open)

Date
Sep 08, 2025 09:35 AM EDT

Modified Date
Sep 08, 2025 09:35 AM EDT

Quote #
1022120 - rev 1 of 1

Description
Ocala PD Cloud Renewal 2025

SalesRep
Valerio, Larraine
(P) 2029876238

Customer Contact
Hogan, D
dhogan@ocalapd.gov

Customer
Ocala Police Dept. (OF4482)
Hogan, D
402 South Pine Avenue
Ocala, FL 34471
United States
(P) 352-369-7000

Bill To
Ocala Police Dept.
402 South Pine Avenue
Ocala, FL 34471
United States
(P) 352-369-7000

Ship To
Ocala Police Dept.
HOGAN, RYAN
402 South Pine Avenue
Ocala, FL 34471
United States
(P) 352-369-7033
dhogan@ocalapd.gov

Account Executive: Chris Sella
850-566-6534
Email: chris.sella@pcnstrategies.com
Account Manager: Larraine Valerio
202-987-6238
Email: larraine.v@pcnstrategies.com
Government Contract: Sourcewell - Sourcewell

Customer PO:	**Terms:** Undefined	**Ship Via:** FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Description	Part #	List Price	Qty	Unit Price	Total
1	GETAC CLOUD - MONTHLY PLAN 4 (UNLIMITED)	GVS-OUA04X	$88.00	4980	$46.04	$229,279.20

OMNIA/NCPA Contract - 01-170
Getac Sourcewell Contract #090122-GET
Licenses valid from 10/1/2025 to 9/30/2026

Subtotal: **$229,279.20**
Total: **$229,279.20**
(List Price: *$438,240.00)*

*These items are custom built and are not returnable once ordered.

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Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Getac, Inc., 15495 Sand Canyon Ave., Suite 350, Irvine, CA 92618 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Law Enforcement Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in materials and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier is not liable in any event for consequential damages. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs, with the exception of consequential damages, incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Getac, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Hsin Jung-Lu 4E90B6ECEFC0448...
By: _____	By: _____
Jeremy Schwartz	Hsin Jung-Lu
Title: Chief Procurement Officer	Title: VP Finance & Business Services
Date: 11/2/2022 | 9:06 PM CDT	Date: 11/9/2022 | 6:52 PM PST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 11/9/2022 | 9:00 PM CST

DocuSign Envelope ID: 3703E756-A66A-41A9-A823-858569931E35

RFP 090122 - Law Enforcement Equipment

Vendor Details

Company Name:	Getac, Inc.
Does your company conduct business under any other name? If yes, please state:	Getac Video Solutions
Address:	15495 Sand Canyon Drive Suite 350 Irvine, CA 92618
Contact:	Tammy Tubbs
Email:	contract.administrator_us@getac.com
Phone:	949-217-8939
Fax:	949-217-8939
HST#:	954547422

Submission Details

Created On:	Tuesday August 09, 2022 14:05:13
Submitted On:	Wednesday August 31, 2022 13:26:16
Submitted By:	Tammy Tubbs
Email:	contract.administrator_us@getac.com
Transaction #:	8ea9ceaa-33c7-4c2e-8e79-8184a5443ff2
Submitter's IP Address:	76.82.4.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Getac, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	00PP6	*
5	Proposer Physical Address:	15495 Sand Canyon Ave Suite 350, Irvine CA 92618	*
6	Proposer website address (or addresses):	www.getac.com/us	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Hsin Jung-Lu; VP Finance & Business Services, 15495 Sand Canyon Ave, Suite 350, Irvine CA 92618, hj.lu@getac.com, (949) 681-2949	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tammy Tubbs, Capture Manager, tammy.tubbs@getac.com, (949) 217-8939	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maria Gutierrez, Contract Administrator, contract.administrator_us@getac.com, (949) 247-4114	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	For over 30 years, Getac has worked collaboratively with Resellers and End Users to identify, consult, develop, and deploy rugged computing solutions across a wide range of sectors; such as public safety, warehousing, transportation, manufacturing, utility, telecom and military / defense. As the 2nd largest rugged IT manufacturer in the world, Getac is tremendously proud of the impacts we have made in helping leverage technology to support the changing role of mobile data terminals in various government entities and our goal is to provide solutions that enhance operations and reduce total cost of rugged mobile data terminal ownership. Getac's current lineup of products include 8 rugged laptops and 8 rugged tablets that feature a rang of screen sizes and features to meet the need of all rugged users.	*
11	What are your company's expectations in the event of an award?	As a Sourcewell contract holder, Getac plans to utilize this cooperative contract to support a more efficient procurement method for our thousands of customers. We understand the time and cost associated with competitive bidding and look to reduce this procurement challenge for our customers across the US and Canada. We are eager to utilize a robust marketing and training plan to introduce Sourcewell to our customers as a viable procurement method for future procurements.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sine 2016, Getac has consistently grown in sales from $130M in 2016 to $200M in 2021. Please see "Getac Financial Review" document attached. You may also view our past financial reports at https://en.getacgroup.com/investors/reports.php	*
13	What is your US market share for the solutions that you are proposing?	Getac currently maintains over 60% market share in the Federal space to include DoD and maintains 35% market share across rugged laptops, tablets, and related accessories and peripherals.	*
14	What is your Canadian market share for the solutions that you are proposing?	Getac currently maintains over 25% market share in the rugged laptops and tablet space in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As an Original Equipment Manufacturer (OEM) since 1989, Getac has been providing rugged computing solutions for demanding professionals in extreme environments. Getac was established as a joint venture with GE Aerospace to supply defense electronic products. As the 2nd largest rugged manufacturer in the world, with sales over $41.3B, Getac is an industry leader in the rugged IT space. Rugged is all we do! We have also established key partnerships with major MDT providers like Havis, Gamber Johnson, Lind, Absolute, and Getac Video Solutions to entire our products have an ecosystem that support an effective and efficient end user solution. We have over 120 North American-based employees that provide Sales, Service and Support to the Getac customer and utilize a strong lineup of 1100+ certified resellers to work directly with the end user and/or customer to ensure the best value rugged IT solution for the buyer.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a manufacturer, Getac is ISO 9001 and ISO 14001 certified. All of our devices also carry a MIL-STD 810H certification (required to officially be called "rugged") and are Ingress Protection (IP) rated for protections against sand, liquids, and other ingress damage. All Getac devices are EPEAT certified Bronze or better to ensure energy efficiency and carry all necessary US and Canadian UL certification. Our device also maintain the NETREADY designation for us across emergency service communication channels.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	PCMag -- Best Rugged Laptops for 2022 5/3/22 https://www.pcmag.com/picks/the-best-rugged-laptops?test_uuid=06r4MYCu5PZzCkufjQSV3po&test_variant=b PCMag – F110 - 4 Stars 5/2/22 https://www.pcmag.com/reviews/getac-f110-2022 NotebookCheck – S410 Gen 4 5/19/22 https://www.notebookcheck.net/Getac-S410-Gen-4-laptop-review-Simple-changes-with-huge-upgrades.608357.0.html Laptop – S410 – 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-s410-review Laptop – K120- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-k120-review Notebook Check – B360 1/10/22 https://www.notebookcheck.net/Getac-B360-rugged-laptop-review-Bright-1400-nit-touchscreen.590220.0.html PCMag – S410 – 4 Stars 10/7/21 https://www.pcmag.com/reviews/getac-s410-g4 ZDNet Video – Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/ RuggedPC Review – B360 5G 6/23/21 https://www.ruggedpcreview.com/3_news_2021_06_23_getac.html Rugged PC Review – K120 – 4/28/21 https://www.ruggedpcreview.com/3_news_2021_04_28_getac.html PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360 PCMag -- Best Rugged Laptops for 2022 5/3/22 https://www.pcmag.com/picks/the-best-rugged-laptops?test_uuid=06r4MYCu5PZzCkufjQSV3po&test_variant=b PCMag – F110 - 4 Stars 5/2/22 https://www.pcmag.com/reviews/getac-f110-2022 NotebookCheck – S410 Gen 4 5/19/22 https://www.notebookcheck.net/Getac-S410-Gen-4-laptop-review-Simple-changes-with-huge-upgrades.608357.0.html Laptop – S410 – 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-s410-review Laptop – K120- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-k120-review Notebook Check – B360 1/10/22 https://www.notebookcheck.net/Getac-B360-rugged-laptop-review-Bright-1400-nit-touchscreen.590220.0.html PCMag – S410 – 4 Stars 10/7/21 https://www.pcmag.com/reviews/getac-s410-g4 ZDNet Video – Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/ RuggedPC Review – B360 5G 6/23/21 https://www.ruggedpcreview.com/3_news_2021_06_23_getac.html Rugged PC Review – K120 – 4/28/21 https://www.ruggedpcreview.com/3_news_2021_04_28_getac.html	*

		PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360 PCMag -- Best Rugged Laptops for 2022 5/3/22, Laptop – S410 – 4 Stars - Editor's Choice 1/18/22, Laptop – K120- 4 Stars - Editor's Choice 1/18/22, ZDNet Video – Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/, PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360	
20	What percentage of your sales are to the governmental sector in the past three years	60% of our $566M in sales over the past three years (2019 - 2021) are government sector sales.	*
21	What percentage of your sales are to the education sector in the past three years	10% of our $566M in sales over the past three years (2019-2021) are education sector sales	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State Contracts: (1) MS 2019 - $890K, 2020 - $1.3M, 2021 - $630K; (2) NC 2019 - $258K, 2020 - $193K, 2021 - $163K; (3) NY 2019 - $132K, 2020 - $395K, 2021 - $154K; COOP Contracts: N/A; Currently awaiting NASPO award and OMNIA Award; We utilize our distributors, HP and SYNNEX cooperative contracts in conjunction with our certified reseller contract awards.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	As the OEM, we do not directly hold a GSA contract but our products are listed by our Reseller partners and can be found on the following GSA Schedules; Group F- F02 (formerly Schedule 70).	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	**Contact Name** *	**Phone Number** *	
Las Vegas Metro Police Department	Mandy Berninger	702.828.3111	*
Florida Fish and Wildlife Commission	Elija Padron	863.648.3832	*
Metro Nashville Police Department	Tom Thorson	615.862.7446	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Las Vegas Metro Police Department	Government	Nevada - NV	Rugged laptops and/or tablets for all LVMPD mobile units, including car, motorcycle, horse, and bicycle	Over 40 purchase orders from 10 - 300+ qty since 2017	$2,900,000+	*
San Bernardino County Sheriff's Office	Government	California - CA	Rugged laptops and/or tablets for all SB County mobile units, including car, motorcycle and bicycle	Over 60 purchase orders from 5 - 400+ qty since 2015	$3,400,000+	*
Florida Fish and Wildlife	Government	Florida - FL	Rugged laptops and/or tablets for all mobile units, including car, motorcycle, bicycle and boat	Over 10 purchase orders from 22 - 80+ qty since 2018	$3,200,000+	*
Canadian National Defense	Government	QC - Quebec	On National Military Standing Offer (NMSO) contract to provide rugged laptops and tablets to defense personnel for command and control, mission planning, flightline maintenance and tactical communication.	Over 30+ purchase orders from 5 - 320 qty since 2017	$3,100,000+	*
United States Air Force	Government	Alabama - AL	On USAF IT contract (currently QEB) to provide contract to provide rugged laptops and tablets to AF personnel for command and control, mission planning, flightline maintenance, situational awareness and tactical communication.	Over 30+ purchase orders from 5 - 400 qty since 2018	$3,800,000+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Getac sales force is led by Larry D'Onofrio and supports North America Public Sector sales including all organizations covered by the Sourcewell Cooperative. Larry's team include 12 Regional Sales Managers (RSMs), geographically assigned and posses over 146 years of Rugged Information Technology sales experience. Our RSMs work directly with national and regional certified resellers and end users to develop the best value information technology rugged solution for the interested organization.	*

27	Dealer network or other distribution methods.	Our certified reseller network includes over 1100 Getac certified resellers, including large, small, and diversity business networks. A brief listing of successful Getac resellers include: Brite Datasource Mobility PCN Strategies *DuraTech USA *SHI *GST NWN Barcodes Island Tech Services Cas Severn Glacier Computing *Mobile Rugged Computers Ramco Rugged RCN Midwest Public Safety *USC Canterbury *Preferred Communications Compar Code 3 Insight Howard CDW *Companies identified with current diversity qualifications.	*
28	Service force.	Getac Service force is led by Derek Suzuki and a team of over thirty US-based developers, engineers, technical support specialists, field service specialist. Getac also maintains an Order Operations 12-member team led by Cheryl Wynkoop and provides purchasing manager order fulfillment specialists, demo loan specialists, and order operations specialists to ensure a seamless order experience from receipt of PO to customer delivery. All Getac Service tools and reports are available to the end user on our 24/7 Customer Portal.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	When an end user shows an interest in purchasing Getac equipment, we will assign certified regional reseller to support the development of the SKU# and Purchase Order. Once Getac has received the PO from the reseller, we will place the order with our factory and coordinate delivery and installation (if necessary). All Getac customers will have a Getac RSM and Reseller POC assigned to each sale.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	a. In Service Warranty - Customer support is available by calling 1-866-394-3822 or email at Getac.Support@Getac.com. End user may initiate all in-warranty requests by logging in to the Service Portal at https://support.getac.com/Portal/SetLanguage?languageCode=us. b. Out of Warranty (OOW) Services - Should a hardware problem arise requiring service for an out of warranty device our customer can follow this simple process. 1. Visit https://usrma.Getac.com/ and register as a new user 2. Once logged in, a customer will select Create Service request and Follow the prompts 3. Customers may generate a quote and save it to their account for 30 days 4. Once the quote is paid for on the Portal, an RMA is issued along with shipping labels. 5. All prices include time and material plus round-trip shipping Customer Complaints and Service-related Issues – Initial complaints and service-related issues are handled through Getac's Level 1 Technical Support. If an issue which requires escalation, a Getac Level 2/3 Technical Support Representative or Professional Services Manager will take over the case through resolution. An acknowledgement with appropriate follow up communication should take place throughout the research until resolution. Response Time (pre-CV19/Post CV19) – Getac provides technical support for Getac branded product for the following hours of operations: • Level 1 Technical Support is offered 7 days a week x 24 hours per day x 365 days a year. This would consist of basic troubleshooting, product use and service questions. • Level 2 Technical Support is offered from 8am – 6pm ET, M – F, excluding holiday / Response time when escalated from Level 1 is within 4 business hours. • Level 3 Technical Support is available from 7am – 6pm PT M-F, excluding holidays / Response time when escalated from Level 2 is by next business day. Case Management - All complaints received via email or phone call are captured in Getac's case management software and each customer contact is time stamped. Each escalation has a running time capture with escalation notification sent to all team members. This ensures the fastest response from the first available resource (Level 2/3, Prof Svc Mgr) to address the issue.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As the second largest rugged laptop and tablet manufacturer in the world, Getac is proud to provide our rugged lineup of products to the Sourcewell participating entities. We are unique to the IT industry because "Rugged Is All We Do." Since 1989, Getac has sought to grow our North American presence and the use of cooperative contracts like Sourcewell, provides efficient and cost effective procurement opportunities for our nations' public sector and non-profit industry. Getac is prepared for additional growth this contract may afford and is currently operating our total manufacturing capability at 70%.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Getac sales force and support include Canadian assets including Regional Sales Managers and Certified Repair Centers centrally located in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Getac currently supports all geographic area of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Getac does not forsee any issues servicing the Sourcewell participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Getac does not have any specific contract requirements or restrictions that would apply to participating entities in Alaska, Hawaii, or other US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon contract award for the new Contract, Getac plans to promote the contract award through internal and external communications as approved by the Agreement Administrator. The goal of marketing the contract is not only to communicate the value proposition, benefits, and the Sourcewell and Getac story, but also to emphasize Getac's commitment and flexibility in delivering and promoting Sourcewell and/or State-specific standards and savings as appropriate and approved by the Agreement Administrator and the participating agencies. To ensure effective marketing plan execution, the Getac Contract Representative, with the collaboration of the Agreement Administrator and designated participating agencies, will develop a plan annually that will help in promoting contract awareness and value for the contract. Getac looks forward to reviewing and discussing the proposed plan with after award.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Marketing plan will include several key features: Press Release: Getac will collaborate with the designated Agreement Administrator and other designated contacts to prepare and distribute a press release, after approval, announcing the contract award to Getac. Once a press release is written and approved, and with permission, Getac will manage all efforts with the media. The press release will be sent to all government industry publications and released over the business wire for pickup by major media. Getac will also leverage the announcement over social media sites to include LinkedIn, Facebook, and Twitter. As required under the contract, all marketing materials will be provided for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the Agreement Administrator. Advertising: Getac will drive contract awareness and product/service promotions under the contract through Getac web banners on https://www.getac.com/us/ and our Platinum Tier Certified Resellers promoting the contract value proposition and product/service promotions through web banners provides an opportunity to reach a large audience of procuring entities. Web banners have a "call to action" inviting the reader to contact Getac URL for pricing and information. Getac will distribute periodic email newsletters and promotions to eligible procuring entities throughout the contract term. These email promotions will provide the most current ongoing promotions. As required under the contract, all marketing materials will be provided to the Agreement Administrator for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the Agreement Administrator. Web Presence: The Getac Sourcewell contract website that is in development with a potential landing page named https://sourcewell.getac.us/ will offer customers extensive information on the contract, products, certified resellers, warranty, pricing and more. Getac will continue to make improvements throughout the contract term to provide information to potential Sourcewell procurement entities. The website will provide a dropdown menu of the participating agencies and guide the user to a state specific page to facilitate procurement efforts. Each state website will be personalized, as allowed by and as approved by the Participating Agencies Procurement official, to meet the needs of the organization and maintain the approved format.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Marketing Events & Forums: Getac will participate in annual marketing events annually and attend other Sourcewell events. The Getac Primary Account Representative will attend events along with the Contract Program Management team and potential management team members. The Getac Primary Account Representative and other Program Management team members will meet with participating agencies throughout the year to review participating agencies marketing plans and events, which may include management. Getac, in partnership with our Platinum tiered certified resellers, may schedule seminars in local major cities to review the latest IT trends and new Getac products with both local agencies and Getac authorized partners. Getac will work with the Agreement Administrator, designated Sourcewell teams and/or participating agencies to make them aware of these events or schedule additional seminar events or Webinars. Events will provide important information to agencies on contracts specifics including product scope, ordering information, price lists, and how to save more using this contract. As allowed and approved by the Agreement Administrator, Getac agency-approved partners can assist in the marketing activities in this section to promote the contract through telemarketing/email/social media campaigns, events and distribution of Agreement Administrator approved marketing documents. This will allow Getac to reach even more agencies for contract awareness.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the highly customized nature of each and every rugged laptop and tablet Getac manufacturers, we do not offer E-procurement service for initial procurement. Once a Getac customer, customers will be provided a User Log In to purchase additional accessories, peripherals as needed and approved under the terms of the contract.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All Getac products will come with an operating manual and access to training materials via the online customer portal at no additional cost to the buyer. Getac may also be able to provide additional training and support as requested at no additional cost to the procurement agency.	*
41	Describe any technological advances that your proposed products or services offer.	1. Our revolutionary LumiBond® 2.0 touchscreen technology, which bonds the display glass with the touch panel and LCD, creating a single pane that is more durable and readable, and offers better contrast and more crisp colors than other rugged laptop display. It features four advanced touch modes (Touch, Glove or Pen mode, plus an optional Digitizer mode), and the included hard-tip stylus enables you to capture signatures and take more precise notes on drawings, maps, or forms. 2. Main chassis structure is precision cast using Magnesium Alloy, an incredibly strong structural metal that also happens to be one of the lightest in the world for its strength. We combined that with an advanced rugged polymer in areas of less impact and rubberized absorption polymer at the main points of contact. Our devices have been independently tested and certified to MIL-STD-810H and MIL-STD461G standards. 3. Hot-swappable dual-battery design allows for potentially everlasting, uninterrupted battery life. This enables you to remove one of the two rechargeable batteries and replace it with a fresh battery without ever shutting down apps or your Windows OS. 4. AT&T FirstNet Ready®, offers an easy-to-carry profile, a comfortable touchscreen, and more power to run your general office and industry-specific applications with ease for first responders. 5. Most of our models' offer the newest and fastest wired and wireless connection options available. Thunderbolt™ 4 offers 40 Gbps data sharing with other devices, while Wi-Fi 6 (802.11ax) offers nearly five times speedier WLAN connectivity than the previous generation, and more reliability in dense deployments. The new Bluetooth 5.2 standard enhances connectivity with various Low-Power Wide-Area (LPWA) devices, while Wireless WAN with integrated GPS/GLONASS receiver, incorporating the latest Sierra Wireless module, delivers advanced air interface connectivity, including LTE-Advanced (LTE-A). 6. All Getac devices come with an entire lineup of accessories and peripherals including multiple battery charging stations, hands straps and holders, detachable keyboards, stylus' just to name a few.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In response to the trend of international environmental protection, such as the requirements of product greening, toxic free, hazard free and environmentally friendly design, packaging, and recyclability, the Company has developed "Regulations for Getac Environmental Load Control" and "Getac Green Product Operating Procedures" and other related operating procedures and regulations, to actively promote overall product greening internally, and require all Getac suppliers to cooperate with the requirements of Getac environmental control regulations, not only to meet the requirements specified in the domestic and international environmental protection laws and regulations, so that the products can be successfully marketed globally, but also with stricter demand of self-expectation to meet the requirements of customers, while fulfilling the corporate responsibility and emphasizing the importance of environmental protection. We are also making it easier for customers to reduce waste by designing easily recyclable products and working with our Certified reseller partners to offer environmentally friendly packaging services and solutions for large scale device deployments.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Getac cares about the environment. We have implemented strict policies to ensure our material parts, products, packing and manufacturing processes are environmentally friendly. We are proud to partner with organizations around the globe to bring awareness and help implement solutions to the environmental issues the world is facing. As a certified green manufacturer Getac has been independently tested and received environmental certifications including EPEAT®, RoHS Directive, REACH Regulation, and ENERGY STAR®. We believe in, and actively pursue innovation that will continue to lessen the environmental impact of electronics manufacturing to improve the quality of human life and protect the planet. Getac has set the Company's environmental policy with the goal of “Care for Environment, Sustainable Recycling,” clearly set for cherishing the earth's resources, complying with national environmental laws and regulations. Getac is committed to promoting green production, fulfilling our responsibility to protect the earth, through standard operation procedures; we include water resources management, energy management, wastewater, waste, and air pollution prevention in our daily management. All Getac's factories scrupulously abide by the environmental laws and regulations of the plant locations, and all factories have obtained the environmental management system certification of ISO14001 or the same level, and all plants have completed the new version certification of ISO14001:2015 at the end of 2019.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As an OEM, Getac is the only global rugged IT manufacturer that builds every device from the ground up. Our ability to forecast sales and manufacturer in spite of global market supply fluctuations ensures our customer have the fastest delivery time available in the industry. Despite global supply chain issues in 2020 and 2021, Getac has maintained a <60 day delivery timeline as our competitors are regularly shipping at 120 - 180 days after receipt of purchase order.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Our S410 comes standard with a Limited 3 Year Warranty and all other products come standard with a 3 Year Bumper to Bumper Warranty that includes accidental coverage. Additional warranty for Year 4/5/6 may be purchased for an additional fee. Getacs warranty obligations for this hardware product are limited to the terms set forth below: Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of THREE (3) YEARS from the date of purchase by the original end-user purchaser (“Warranty Period”). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers’ territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider. If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getacs property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. Please review "Warranty Card" attached for additional warranty information.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Exclusions and Limitations - This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the “Getac” trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a “powered by Getac” trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products “as is”. Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product’s use. Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. The LCD, touchscreen, hard drive/SSD, motherboard, and keyboard are limited to one repair/replacement per part component per 12 month period for damage that occurs due to accidental acts and exposure to environmental conditions. This warranty does not apply to: (a) loss or theft; (b) fire; (c) submersion; (d) acts of god; (e) acts of war; (f) virus-inflicted damage; (g) improper use, intentional misuse or abuse; (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider; (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac; (j) a product on which any Getac serial number has been removed or defaced; (k) data recovery from hard drive failure; (l) All consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, stylus, digitizer pens, and harnesses and any other options and accessories not listed above or covered under a separate warranty. (m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or (n) negligence (o) operation of product outside the published environmental or electrical parameters (p) use of supplies or parts not meeting Getac’s specifications Please review "Warranty Card" attached for restrictions and other limitations.	*

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technicians do not need to travel to perform warranty repairs. Warranty Repair Description - Getac offers an industry-leading warranty (bumper-to-bumper) on our products for a minimum of 3-years (semi-rugged product require service upgrade), which includes accidental damage. With one of the lowest annual failure rates in the computer industry, Getac computers are built-to-survive. If one does need repair, we want to make it as convenient as possible. That's why Getac rugged computers are serviced by FedEx Logistics - a fast, convenient and reliable service so you can quickly get back to doing what you do best. For minor repairs, Getac's Self-Maintainer Program lets customers opt to have replacement parts shipped directly to them. Device Support - Getac employs a multi-layered support structure, at no cost to the End User that includes a Solutions Architect, Field Service Engineer, and a 3-Tier Technical Support team. In addition, Getac's 24/7 technical support is available via email at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822]. All support requests via phone or email are logged in our internal ticketing system and assigned to the appropriate resource. Escalation to product or software engineering is engaged as needed. The Getac Service Portal allows real-time tracking of hardware repairs and history. For technical support incidents, a ticket # is generated for every request and on-going and final resolution can be obtained by referring to previously assigned ticket #. Getac does not use "off-shore" technical support.	*

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Getac repair services are available in US and Canada. For Level I/II Repairs – Getac Self-Maintainer Program empowers in house technicians to provide immediate services to defective unit for minor repairs. For Level I and Level II repairs, the Getac Self-Maintainer Program allows you to perform warranty repairs on Getac products. Instead of shipping products to Getac's US-based Repair Center, the defective part can be swapped out by your own technicians. This allows you keep possession of your products and minimize downtime. Self-Maintainer repairs include all parts, and materials at no additional cost. Common cosmetic repairs like hatch door replacement are also included. Getac provides training for your team as part of the Self- Maintainer Program with an emphasis on parts replacement, product use and Getac's Service System processing. Upon successful completion of training, Getac supplies you an initial stock of seed parts to inventory at your location. When a repair is needed, your technician diagnoses the problem, creates an RMA in Getac's Online Service System (GSS) then removes the required part from Getac consigned inventory and repairs the unit. To replenish the inventory, simply place the defective part in the used part box, put a copy of the RMA inside, write the RMA number on the outside of the box and return it to Getac. Upon receipt of the defective part, Getac will ship out a replacement part to you. When you receive the new part, place it into inventory for future repairs. To ensure our high standard for repair is met, Getac has established the following qualification requirements for the Self-Maintainer Program: • Repairs are limited to customer owned product—150-unit minimum • Must be a current Getac USA customer in good business standing • Must have Service and Spare Parts Agreement in place with Getac • Must have qualified technicians on staff capable of repairing Getac products • Must have a dedicated environment and tools appropriate to repair products • Maintain product repair information and problem codes in the Getac Service Portal for product tracking and spare part replenishment Level III Repairs - FedEx TechConnect Program was designed to offer fast, convenient, reliable service repairs that can be initiated 24 hours a day, 7 days a week on Getac Service Portal. With one of the lowest annual failure rates in the computer industry, Getac computers are built to survive. If one does need repair beyond the Level I & Level II Self-Maintainer program, we want to make it as convenient as possible. Getac has partnered with FedEx TechConnect, a fast, convenient, reliable service repair center located in Memphis, TN. The End-of- runway location ensures shorter time in transit for express shipments and 3 day or less transit by FedEx Ground for most of the US. Warranty repairs can be initiated 24 hours a day, 7 days a week on the Getac service portal. With over 1,800 FedEx Office locations nationwide, it's easy to find a convenient drop-off location to and US-based end user. Once the device is shipped to the end of runway state of the art facility, technology repair specialists, certified by Getac, provide diagnostics, repair, re-image and upgrade services with quality assurance methodologies designed to verify that everything is working properly. All Getac warranty repairs are performed by expert technicians using only Getac original production parts. Every repair comes with online three-stage tracking of the inbound shipment to the repair center, during repair or upgrade, and the return shipment back to the designated location. With the 24/7 online monitored chain of custody, your system is always either with FedEx or you. Average repair time, excluding shipping, is 3.1 days.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All Third Party products warranty will be passed to the original equipment manufacturer. Third Party Product Warranty Services – All third-party product warranty procurement processes, descriptions, and contact information will be available on a link at the Sourcewell/Getac website under Third Party products.	*

51	What are your proposed exchange and return programs and policies?	In accordance with generally accepted rugged manufacturing return and exchange policies, Getac does not allow exchanges or returns on any delivered products. each product is custom made-to-order and will only be promptly replaced if it arrives Dead-On-Arrival (DOA). Getac RSMs and certified resellers take great care to support the buyer through the procurement process to ensure the exact device(s) order meet and/or exceed all desired end user specifications.	*

52	Describe any service contract options for the items included in your proposal.	Additional Accessory/Service Warranty Details Peripherals - Getac peripherals come with at least 1-year warranty as standard. However, should you wish to extend the warranty on your Getac device, it makes sense to do the same for your peripherals. • We can offer extensions to year 2 ~ 5 from the standard warranty on Getac or 3rd party accessory, keyboard, docks and rugged power supplies. • If your accessory fails, log onto our Getac Service Portal and request a repair. Once returned, your accessory will be repaired, tested and shipped back to you. • If you work to a longer refresh cycle or are looking to extend your current devices working life email us at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822] to discuss additional warranty extensions options. Batteries - We pride ourselves on the quality of batteries and their ability to perform throughout a full day. However, batteries are considered to be “consumable” as there are limitations on the recharge cycles of all batteries. Since batteries are consumable products, the industry standard and that of Getac is to provide a 1-year warranty. • You can extend this with our Battery Warranty so that should it fail we will send you a replacement battery. • A battery is considered good if it maintains 50% of its charge capacity during the warranty period. Expedited Service - For customers who want their mission-critical equipment repaired faster, we have two options for expedited service available for an additional fee. No more internal challenges waiting for estimates and approvals, just report your product issue via our Service Request system and we’ll take care of the rest Option 1 - Express Care Option 2 - Priority Care 2 Days Shipping Overnight Shipping Line Hopping Priority Front of Queue Priority 2 Days Repair 1 Day Repair To ensure that our high standard for repair is met, Getac has established the following qualification requirements for the Expedited Service Program: • Must purchase Expedited Service Program with Getac product at the same time. • All purchases are recorded in the Getac Service System. When devices need repair, register the service request (SR), which will automatically generate expedited service information in SR. • Getac provides a 3-year expedited service for 3-year warranty products, and provides a 5-year expedited service for 5-year warranty products. • Accessories are not included in this program Extended Warranty - Extend your standard warranty from 3 years up to 5 years, for specific projects we can offer up to 7 years of extended warranty. Getac’s standard warranty for fully rugged devices includes the Bumper-to-Bumper warranty which covers accidental damage. The Extended Warranty covers any repairs in the same manner as the standard warranty. • Getac provides coverage for failures due to defects in materials or workmanship that occur with normal use. • All system components are covered under the extended warranty, except consumable items. • Purchase the Extended Warranty option at the point of sale or within 3 months of purchasing your Getac device. Keep Your Hard Drive Warranty (KYHW) - Getac is experienced in dealing with security-industry customers that require top-level security to protect the data on their devices. For these customers, we can ship you a replacement HDD / SSD. • Getac takes reasonable precautions to protect your data while it is in our hands. However, some customers’ devices hold sensitive data that they cannot take any risks. Keep Your Hard Drive warranty option is designed for these customers. If you handle data of a sensitive nature, for national security or commercial reasons, then add this to your warranty.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	The value-added reseller partners supporting this contract have specific focuses on State and Local Government entities. These partners are aligned with the Getac Public Sector team and receive additional support from Getac's Field Sales organization. This alignment ensures partners have the proper support and competence to master the requirements set forth by the partnering government end users. The appointed resellers include large national organizations as well as local partners who often provide additional services around product deployment and implementation of Getac devices. These value- added resellers will work directly with the participating agencies to provide both pre- and post- sales support, quotes, as well as installation and implementation services. Getac's value-added resellers will be the primary points of contact for acceptance of orders, invoicing, and payment. Payment terms are generally Net30. These value-added resellers will source all Getac solutions and services through Getac's appointed distribution partners, who have a direct purchasing relationship with Getac, the manufacturer. Upon receiving a fully executed purchase order from the government end user, the value-added reseller will issue purchase order to one of the appointed distributor partners. The purchase order to distribution will include a copy of the end customer's purchase order for the purpose of tracking and reporting as indicated below.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Paul Levand Vice-President of Business Development "On the North Coast of America" 216-496-6711 plevand@rivercapital.com | www.rivercapital.com	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Getac is prepared to accept the buyers standard transaction documents and do use any mandatory forms, SLAs or T&Cs in connection with award.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. ACH preferred method of payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Getac will provide a minimum discount off MSRP by Category. Additional discounts may be offered at the discretion of the certified Getac reseller. See" Getac Proposed Pricing Sheet" for additional details.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Getac pricing sheet includes SKU, Description, MSRP, % Off Discount by Category, and Proposed Sourcewell NTE price. See "Getac Proposed Pricing Sheet."	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Getac does not offer quantity or volume discounts or rebate programs. They may be offered by the certified reseller.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Getac does not sell open market items and only sells Getac labeled products and related accessories and peripherals. All SKUs and descriptions and NLT price can be reviewed on the "Getac Proposed Pricing Sheet."	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Getac does not have additional costs associated with the purchase of items identified in the "Getac Proposed Pricing Sheet."	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and/or shipping is included in the price of the device.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and/or shipping is included in the price of the device.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon award, GETAC will have a master price file/catalog set up that include the guaranteed category discounts along with the scope of products allowed under the contract and thresholds tied to each part number as approved by the Administrator defined in the awarded Master Agreement. During each setup process, these price files are reviewed by contract and pricing operations personnel for accuracy as part of GETAC's contract compliance and pricing management business processes. These same reviews and approvals occur each time a product is added, or a contract modification is received. GETAC's price file/catalog of products under each category is tied systematically to the MSRP list price and tied to the discounts that automatically pre-calculate the price file/catalog in accordance with the discount that is reflected and flowed to the contract website and the Inside Sales Representatives' quoting tool. The GETAC system that houses the price list/catalogs were recently audited to ensure compliance, and GETAC agrees to conduct random checks during the term of to ensure quotes provided are at the discount off list price he contracts as required. Getac will conduct a quarterly self-audit, that will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings will be reported to Lead Agency with actions to correct documented findings. GETAC audits purchase orders and corresponding invoices randomly on a quarterly basis under existing contracts today and will continue this process under a new awarded contract. The website, quotes and invoices generated through GETAC systems are based on the contract number tied to a specific price file/catalog for pricing and systematically flows. GETAC agrees to conduct random checks during the term of the contract as required. Quotes automatically reflect the discount off GETAC's list price as required under the contract, and invoices will reflect the lowest price at the time the product ships. If an order is received for GETAC-branded product and a price decrease was generated prior to shipment, the procuring entity will receive the price decrease reflected on the invoice, providing them additional savings.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Contract Administrator will be responsible to provide quarterly and annual sales reports to Getac leadership team and cooridnate with our training and marketing teams to produce materials to encourage Sourcewell contract use. After the first year baseline sales, the Contract administrator with direction from the Executive team, will establish increase sales goals and RSMs will be expected to meet sales goals in order to achieve the highest level of annual bonus payouts.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.25%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Getac offers rugged computing product lines of all sizes including rugged notebooks, rugged tablets, rugged handheld for federal, education, military, public sector, utility, manufacturing, transportation & logistics, insurance, automotive maintenance, and field-service customers. Currently Getac has over 19,300 devices valued at $82.5M deployed in Federal Government (Non-Military), including transit authorities, public utilities and services, emergency preparedness organizations, judicial support and services and other NGOs. Getac currently manufacturers Rugged Laptops ranging in screen size from 11.6" to 15.6." Getac currently manufactures Rugged Tablets and Handheld PCs ranging in screen size from 7" to 14" and has both Windows and Android OS available. Please review the "Getac Lineup Card" for detailed specifications for each device proposed in this RFB.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We do not wish to add subcategories. We have listed our products based on minimum specifications identified in the RFP. We will have an "Accessory/Peripheral" category. See below. Rugged Laptop Category - X600, X500, B360, S410, V110 Rugged Tablet Category - A140, K120, F110, UX10, T800 Rugged Handheld PC Category - ZX10, ZX70(Android OS) Accessories/Peripherals - Power Adapters, Stylus Pens, Digitizer Pen, Carry Bag, Dual Battery Charger, High Capacity Battery, Keyboard Dock, Multi-Bay Charger, Office Dock, Hand strap, Shoulder strap, Screen Protector, Standard battery, Vehicle dock	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments	
71	Law Enforcement duty gear	○ Yes ◉ No	N/A	*
72	Traffic safety enforcement equipment, devices, and instruments	◉ Yes ○ No	Getac solutions are built to improve upon the computer-aided dispatch software (CAD) and police records management system (RMS) you already use. Writing citations, collision reports, and DUI arrest reports has never been easier thanks to Getac solutions. With our rugged devices, you can write, sync, and submit all the documents required from the field electronically, saving time, and reducing errors. Getac rugged devices are built with law enforcement in mind, providing you access to information to stay situationally aware as you protect and serve. Whether on patrol or during an emergency, Getac devices allow you to remain in contact with command, dispatch, and your fellow officers to make sure everyone is safe and informed.	*
73	Crime scene management and evidence collection equipment and supplies	○ Yes ◉ No	N/A	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	◉ Yes ○ No	ANSI rated rugged devices available for EOD environments	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	○ Yes ◉ No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Pricing Page_Final.pdf - Wednesday August 31, 2022 13:23:12
- Financial Strength and Stability - Financial Review Form.pdf - Tuesday August 09, 2022 14:38:46
- Marketing Plan/Samples - Marketing Plan.pdf - Wednesday August 31, 2022 12:37:18
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Details.pdf - Tuesday August 09, 2022 17:33:13
- Standard Transaction Document Samples - Sample Quote.pdf - Wednesday August 31, 2022 11:28:20
- Upload Additional Document - Getac-All in One-US-July2022.pdf - Wednesday August 10, 2022 17:29:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tammy Tubbs, Capture Manager, Getac, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	☑	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	☑	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	☑	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	☑	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	☑	2

Getac

Sourcewell Awarded Contract Contract # 090122-GET

As of Tuesday, September 30, 2025, the current Authorized Resellers for the Sourcewell Contract #090122-GET are listed below. Copies of the executed MOA are available upon request.

1	Abacus Industries DBA Ramco Rugged Portables, Inc.
2	American Barcode and RFID (AB&R)
3	Brooks Network
4	Code 3 Technology
5	Code 4 Services
6	Dealer Direct (Rugged.One)
7	DuraTech USA, Inc.
8	Glacier Computer
9	Global Market Innovators
10	Golden Star Technology, Inc. (GST)
11	GovDirect
12	GTS Technology Solutions, Inc.
13	Guardian Fleet Safety
14	Island Tech Services, Inc. (ITS)
15	Magnum Electronics, Inc.
16	Midwest Public Safety
17	Modern Networks
18	Northeast MDT's LLC
19	PCN Strategies
20	Personal Computer Systems, Inc. (PCS, Inc.)
21	Pinnacle Networx
22	Portable Computer Systems, Inc. (PCS Mobile)
23	Preferred Communications (SatStar)
24	ProLogic ITS
25	Public Safety Solutions
26	ROK Brothers, Inc.
27	Rugged Solutions America, LLC DBA Mobile Concepts Technology (MCT)
28	Rugged Solutions America, LLC DBA Rugged Depot
29	Saitech, Inc.
30	Sector LLC
31	Strategic Sourcing, Inc.
32	Symbiote IT Solutions, LLC
33	Tactical Public Safety LLC
34	TKK Electronics, LLC
35	Total Wireless Data, Inc.
36	Unistar-Sparco Computers
37	Upstate Wholesales Supply (Brite)
38	Wireless Access Technologies

Getac #090122-GET

Pricing for contract #090122-GET is provided to Sourcewell participating agencies at the following discounts.

Rugged Laptop	15% off MSRP
Rugged Tablet	10% off MSRP
Rugged Handheld PC (Android)	10% off MSRP
Accessories/Peripherals	10% off MSRP
Warranty	10% off MSRP
Services	5% off MSRP
Video Body Worn Camera	10% off MSRP
In-Car/Interview Room Camera	10% off MSRP
Video Accessories	10% off MSRP
Video Warranty	10% off MSRP
Video Services	5% off MSRP

File #: 2026-0209 Agenda Item #: 10d.

Submitted By: Marie Brooks

Presentation By: Doug Peebles

Department: Electric Utility

FORMAL TITLE:
Reallocation of over-collected Power Cost Adjustment funds to mitigate the impact of un-anticipated increase in the bulk power cost expenditures incurred during Fiscal Year 2025, in the amount of $3,701,630

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Power Cost Adjustment (PCA) rate serves as the mechanism through which fluctuations, both positive and negative, in power costs are passed through to customers. Power costs and sales are reviewed monthly to project potential over- or under-collections for the year. Although the PCA may be adjusted as frequently as monthly, recent practice has been to make limited adjustments to promote rate stability for customers.

At the close of Fiscal Year 2024-25, the PCA program reflected an over-collection relative to actual power costs incurred. The over-collection amount, totaling $3,701,630, was primarily due to a prior-year adjustment, favorable market conditions earlier in the fiscal year, and a largely conservative rate-setting practice. Concurrently, the Utility experienced an increase in bulk power costs totaling $6,968,957, driven by heightened market demand during the year, and resulting in expenditures that exceeded the adopted budget. Early projections indicated that $112 million would be sufficient to cover the Fiscal Year 2024-25 expenditures; however, the actual bulk power cost totaled approximately $119 million by the end of the year.

FINDINGS AND CONCLUSIONS:
The Rate Stabilization Policy establishes a reserve funding range of 15 to 25 percent of projected fuel costs. As of September 30, 2025, the reserve is funded at approximately 23 percent of the power cost and is in compliance with policy requirements.

To ensure the Electric Utilities Fund maintains its required cash-on-hand and remains adequately prepared for unforeseen operational or market-related contingencies, staff recommend that the Fiscal Year 2024-25 PCA over-collection be transferred to the Utility Reserve Fund. This strategic allocation will help absorb

unanticipated increases in bulk power costs while preserving the department's reserve requirements and strengthening long-term utility fund stability and resilience.

FISCAL IMPACT:
The reallocation of $3,701,630 of over-collected PCA funds will support the Electric Utility Fund in offsetting the total of $6,968,957 in unanticipated bulk power cost increases incurred during Fiscal Year 2024-25.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

City Council Report
Power Cost Adjustment Projection

September 2025

On October 14, 2025, staff participated in a rate call with FMPA. Based on their current rate projections and our sales projections, an over-collection of $3,701,630 will be recorded for the fiscal year ending September 30, 2025.

FMPA updates its rate projections monthly, and staff will continue to monitor and provide monthly updates. Staff will continue to monitor the PCA and make recommendations as necessary.

Projected Annual Power Costs:		$119,000,984
Projected Annual kWh Sales:		1,349,079,532
PCA Rate for: 9/30/2025		$0.02815
Cumulative Over(Under) Collection:	September	$2,439,628
Carryover of Previous Year:		$1,262,002
Projected Over(Under) Collection:	9/30/2025	$3,701,630

File #: BR-2026-114 Agenda Item #: 10e.

Submitted By: Marie Brooks

Presentation By: Doug Peebles

Department: Electric Utility

FORMAL TITLE:
Budget Resolution 2025-114 to amend the Fiscal Year 2024-25 budget to offset unanticipated bulk power expense by transferring the power cost adjustment over-collection to the Electric Utility Reserve in the amount of $3,701,630

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Power Cost Adjustment (PCA) rate serves as the mechanism through which fluctuations, both positive and negative, in power costs are passed through to customers. Power costs and sales are reviewed monthly to project potential over- or under-collections for the year. Although the PCA may be adjusted as frequently as monthly, recent practice has been to make limited adjustments to promote rate stability for customers.

At the close of Fiscal Year 2024-25, the PCA program reflected an over-collection relative to actual power costs incurred. The over-collection amount, totaling $3,701,630, was primarily due to a prior-year adjustment, favorable market conditions earlier in the fiscal year, and a largely conservative rate-setting practice. Concurrently, the Utility experienced an increase in bulk power costs totaling $6,968,957, driven by heightened market demand during the year, resulting in expenditures that exceeded the adopted budget. Early projections indicated that $112 million would be sufficient to cover the Fiscal Year 2024-25 expenditures; however, the actual bulk power cost totaled approximately $119 million by the end of the year.

FINDINGS AND CONCLUSIONS:
The Rate Stabilization Policy establishes a reserve funding range of 15 to 25 percent of projected fuel costs. As of September 30, 2025, the reserve is funded at approximately 23 percent of the power cost and complies with policy requirements.

To ensure the Electric Utilities Fund maintains its required cash-on-hand and remains adequately prepared for unforeseen operational or market-related contingencies, staff recommend that the Fiscal Year 2024-25 PCA

over-collection be transferred to the Utility Reserve Fund. This strategic allocation will help absorb unanticipated increases in bulk power costs while preserving the department's reserve requirements and strengthening the utility fund's long-term stability and resilience.

FISCAL IMPACT:
The reallocation of $3,701,630 of over-collected PCA funds will support the Electric Utility Fund in offsetting the total of $6,968,957 in unanticipated bulk power cost increases incurred during Fiscal Year 2024-25.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

BUDGET RESOLUTION 2026-114

A RESOLUTION AMENDING THE FISCAL YEAR 2024-25 BUDGET TO OFFSET UNANTICIPATED BULK POWER EXPENSE BY TRANSFERING THE POWER COST ADJUSTMENT OVER-COLLECTION TO THE ELECTRIC UTILITY RESERVE IN THE AMOUNT OF $3,701,630

WHEREAS, at the close of Fiscal Year 2025, the PCA program reflected an over-collection of revenues totaling $3,701,630; and

WHEREAS, during Fiscal Year 2025, the Utility experienced an increase in bulk power costs totaling $6,968,957**,** driven by heightened market demand, resulting in expenditures that exceeded the adopted budget; and

WHEREAS, early projections estimated that $112 million would be sufficient to cover Fiscal Year 2025 bulk power expenditures, but actual costs reached approximately $119 million by year-end; and

WHEREAS, the reallocation of $3,701,630 in over-collected PCA funds will support the Electric Utility Fund in offsetting the total of $6,968,957 in unanticipated bulk power cost increases incurred during Fiscal Year 2025.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2024-25 budget be amended as outlined below:

SOURCE:

457-369-000-000-16-39211	Miscellaneous Revenues	$3,701,630

USE:

457-099-999-531-81-99800	Reserve For Contingencies	$3,701,630

This resolution adopted this _____ day of _____, 2025.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
Kristen M. Dreyer
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

File #: 2026-0258 Agenda Item #: 10f.

Submitted By: Laurie Hornberger

Presentation By: Sean Lanier

Department: Water & Sewer

FORMAL TITLE:
Piggyback agreement with USSI, LLC for inflow abatement and related services with an estimated aggregate expenditure of $190,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Water Resources Department is requesting approval to award a piggyback agreement to USSI, LLC, for inflow abatement services, which include maintenance hole inspections, chimney sealing, rain dish installation, smoke testing, installation of cleanout caps and plugs, and the preparation of a comprehensive final report.

Water Resources conducts sewer smoke testing as part of its efforts to maintain and assess the integrity of the City of Ocala's sanitary sewer system. Smoke testing is used to detect leaks, cracks, illegal sewer line connections, and prevent stormwater infiltration and sewer overflows. Testing also identifies plumbing defects that may allow sewer gases to enter into commercial and residential buildings.

FINDINGS AND CONCLUSIONS:
The Water Resources Department has an ongoing need for the provision of smoke testing and inflow and infiltration (I&I) services for its sanitary sewer system.

USSI, LLC (USSI) provides wastewater inflow abatement technologies and related services. The services offered by USSI will include smoke testing and report preparation, sealing of manhole chimneys, replacing cleanout caps, installation of cleanout pipes, lift station basin reports, manhole inspections, and lift station area infiltration investigation and monitoring.

After a competitive solicitation process, Seminole County, Florida, awarded Contract No. IFB-604974-25/LAS (the "Seminole County Agreement") to USSI for the provision of smoke testing and I&I services for a term of

three (3) years, commencing May 21, 2025, and ending May 21, 2028. The Seminole County Agreement offers two successive periods not to exceed one (1) year each upon mutual agreement between the parties.

On October 21, 2025, after evaluation of the Seminole County Agreement, Procurement and Contracting staff granted the Water Resources Department's request for a procurement exception to piggyback the Seminole County Agreement for the provision of inflow abatement and related services. The Seminole County Agreement was competitively bid and USSI has agreed to extend to the City of Ocala the same highly competitive pricing, which maximizes best value for the City.

Staff recommends approval.

FISCAL IMPACT:
Funding for this agreement has been budgeted for Fiscal Year 2025-26 under account string 455-030-300-535-53-46010. Funds will be budgeted for future fiscal years throughout the remaining term of this agreement.

Expenditures will be tracked under Munis Contract No. WRS/260106.

PROCUREMENT REVIEW:
The procurement of these goods and services was conducted in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve
- Approve with Changes
- Table
- Deny

Docusign Envelope ID: 728434EF-6E73-41E9-A95B-7351B9066DC1

COOPERATIVE PURCHASING AGREEMENT FOR SMOKE TESTING AND I & I SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR SMOKE TESTING AND I & I SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **USSI LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 65-0891727) ("Contractor").

WHEREAS, after a competitive procurement process, Seminole County entered into a Term Contract for Smoke Testing and I & I Services with USSI LLC, Contract Number IFB-604974-25/LAS (the "Seminole County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of smoke testing and I & I services pursuant to essentially the same terms and conditions provided under the Seminole County Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the Seminole County Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
   A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for smoke testing and gravity wastewater sewer systems as it may from time to time be amended or modified pursuant to its terms and provisions.
   B. **Seminole County Agreement:** shall mean the Agreement for smoke testing and gravity wastewater sewer systems between Seminole County and USSI LLC and its exhibits, as amended and attached hereto as **Exhibit A – Seminole County Agreement.**
3. **INCORPORATION OF THE SEMINOLE COUNTY AGREEMENT.** The Seminole County Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Seminole County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the

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Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

A. Exhibit A: Seminole County Agreement (A-1 through A-48)

B. Exhibit B: Letter of Approval (B-1)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Seminole County Agreement are modified and replaced, in their entirety, as follows:

A. The terms "County," or "Seminole County" shall be replaced and intended to refer to the "City of Ocala."

B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS ($190,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Seminole County Agreement**.

C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **NOVEMBER 18, 2025,** and continue through and including **MAY 21, 2028**.

D. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: : **City of Ocala Water Resources** Address: **1805 NE 30th Avenue, Bldg. 600, Ocala, Florida 34470** Attn: **Stacey Ferrante** Email: sferrante@ocalafl.gov Office: **352-351-6772**.

E. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

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I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **COMMERCIAL AUTO LIABILITY INSURANCE**. Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

   A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
   B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
   C. Policy must include coverage for contractual liability and independent contractors.
   D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

   A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

   B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

   C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

9. **ADDITIONAL INSURANCE REQUIREMENTS.**
   A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise

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out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the public agency to perform the service.

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B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 Contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum

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of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

USSI LLC
Attention: Eric McRoberts
752 Commerce Drive #15
Venice, Florida 34292
Phone: 941-725-2123
E-mail: eric@ussiusa.com

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If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

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objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

USSI LLC

Signed by:
Eric McRoberts
E30C7CD7764E481...

By: Eric McRoberts
(Printed Name)

Title: Vice President
(Title of Authorized Signatory)

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USSI

Wastewater Inflow Abatement
Technologies & Services

AIIM
ANNUAL INFLOW & INFILTRATION
MAINTENANCE PROGRAM

USSI Annual Piggyback Contract

Active from May 21st 2025 through May 21st 2028
Additional 2 years

TERM CONTRACT
For Smoke Testing and I&I Services

Services Included:
Smoke Testing, Manhole Inspections, Inflow dish, LDL Cleanout Plug, Chimny Seal, Midnight Monitoring.

Contact USSI:

752 Commerce Drive Suite #15
Venice, FL 34292

941-926-2646
USSIUSA.COM

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INVITATION FOR BID

IFB-604974-25/LAS

WASTEWATER COLLECTION I&I- SMOKE TESTING

1301 East Second St.

Sanford, FL 32771

RELEASE DATE: March 11, 2025

DEADLINE FOR QUESTIONS: March 31, 2025

RESPONSE DEADLINE: April 9, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/seminolefl

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Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum	$3,500.00	$3,500.00
2	Maintenance of Traffic (MOT)	1	Lump Sum	$500.00	$500.00
3	Smoke Testing and Report Preparation	1	LF	$0.48	$0.48
4	Seal Manhole Chimneys 24" and smaller	300	EA	$300.00	$90,000.00
5	Seal Manhole Chimneys 25" and larger	500	EA	$50.00	$25,000.00
6	Insert HDPE 25 ½" and smaller dishes into Manholes	300	EA	$85.00	$25,500.00
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA	$100.00	$50,000.00
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA	$25.00	$1,250.00
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA	$15.00	$3,000.00
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA	$135.00	$6,750.00
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA	$85.00	$17,000.00
12	LS Basin Report/Manhole Inspections	250000	LF	$0.35	$87,500.00

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
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EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

Line Item	Description	Quantity	Unit	Unit Cost	Total
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250000	LF	$0.17	$42,500.00
					$352,500.48

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
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Seminole County
Resource Management - Purchasing & Contracts
Stephen Koontz, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

IFB No. IFB-604974-25/LAS

Wastewater Collection I&I- Smoke Testing

RESPONSE DEADLINE: April 9, 2025 at 2:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
USSI LLC	$352,500.48
Flotech Environmental, LLC	$498,501.25
EnviroWaste Services Group, Inc.	$838,800.42
National Water Main Cleaning Company	$1,633,000.77
GCU, LLC DBA Gulf Coast Underground, LLC	$3,503,755.00

Recommendation/Intent to Award: USSI, INC. Tabulated by: Louis Straffi, Sr. Procurement Analyst – BCC Date 5/13/2025 (Tentative)

X _____
Chris Graybosch, Field Operations Manager

X _____
Brad Rupert, Collections Supervisor

X _____
Sandro Aganovic, Utility Planner

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TERM CONTRACT FOR SMOKE TESTING AND I&I SERVICES FOR SEMINOLE COUNTY WASTEWATER COLLECTION SYSTEM (IFB-604974-25/LAS)

THIS AGREEMENT is dated as of the 21st day of May 2025, by and between **USSI LLC.,** duly authorized to conduct business in the State of Florida, whose address is 752 Commerce Drive, #15, Venice, FL 34292, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide smoke testing and all related work on wastewater gravity sewer systems for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's

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submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Renewals are wholly contingent on the availability of funds. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

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(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Utilities Operations Division
500 W Lake Mary Boulevard
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriation.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

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will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

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data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

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(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

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to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

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omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

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(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

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and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

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immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

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coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

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(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

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Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

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representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

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Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,**

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PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

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return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

USSI LLC
752 Commerce Drive #15
Venice, FL 34292

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

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authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

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not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness
Eric McRoberts
Print Name

Witness
Jackie Vlasak
Print Name

USSI LLC

By: _____
DION VLASAK, President/CEO

Date: 5-20-2025

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SEMINOLE COUNTY, FLORIDA

Witness
Print Name

Witness
Print Name

By: _____
GLADYS MARROZOS,
Procurement Administrator

Date: 5-21-25

As authorized for execution by the Board of County Commissioners at its May 13th, 2025, regular meeting.

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit

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Exhibit A- Scope of Services

INTRODUCTION AND INTENT
The purpose of these specifications is to provide guidance for contracting services to Seminole County Utilities Department, specifically for smoke testing and related work on wastewater gravity sewer systems operated and maintained by Seminole County Utilities Department.

RESPONSIBILITIES OF CONTRACTOR
The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the County, or specific sewer shed basins identified by the county for the purpose of smoke testing.

SECTION 1. INSPECTING MANHOLES
Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the County Utilities Engineering Department's GIS specialist or designated individual. It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. Should the Contractor provide NASSCO MACP inspections, the County will accept the standard. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

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Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically. The County reserves the right to specify deliverable format conducive to County specific reporting standards. Should the county require specific deliverables, the County will provide format for Contractor to utilize, or County and Contractor can develop desired deliverables based on metrics agreed upon between both parties.

SECTION 2. SEALING MANHOLE CHIMNEYS

The work covered under this section includes, but is not limited to, all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant, material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance =325 +/- IO psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Topcoat:

- Specific gravity> 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength> 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance =345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to

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account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and topcoat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or re-coat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120mil.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
  - NOTE: Concrete must be at least 28 days old with a compressive strength of 3500psi prior to application of sealant.
  - NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the County the opportunity to repair or replace it.

SECTION 3. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

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The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the County Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into inflow dish body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the County.

SECTION 4. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.
Smoke Testing will be used to determine the sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, stormwater, ground water, irrigation, or other forms of water intrusion into the collection system.

- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes.
- Breaks in the main sewers or laterals that leach to the surface

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- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to the County.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Factors such as defects in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Utility for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to ensure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.
- The County reserves the right to require contractor to coordinate some or all public communications with the County's Public Information Office or other designated body specified by the County.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started, and liquid smoke will be deployed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to prearranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts.
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

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Recording
Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", " missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Utility. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Utility in finding defects for follow-up activity.

Reports will be provided to the Utility no later than five (5) business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting
Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Utility because of the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Utility which will:

- Estimate the number of gallons entering the various defects per one-inch rain fall
- Estimate the number of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

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SECTION 5. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Utility's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 6. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Utility may elect to install cleanout plugs, in lieu of cleanout caps. The County's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Utility's control during smoke testing.

The plug shall be an LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one-piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shat 1 consist of a PVC material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shat l be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of0. l 87 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

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NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Utility the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 7. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Utility with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame - type, size and general condition of frame and cover
- Chimney - type, general condition and existence of liner in chimney
- Barrel and invert - type, general condition
- Pipes - type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Utility shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

SECTION 8. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use - as defined by the Utility's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significance.

SECTION 9. EXCEPTIONS

It is the intent of Seminole County to have specific processes completed within this project scope to a standard acceptable to the County. Due to the standard requested, some specific products or processes are outlined in this scope. Should a contractor desire to utilize different materials or processes as outlined in this scope, the County can approve, at the County's discretion, a different

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material or process. Before any variance from the original scope is approved, the County and Contractor must come to a specified agreement before the change can take place, and the change cannot increase costs as identified in the bid form.

SECTION 10. EMERGENCY NOTIFICATIONS

As contractors work throughout the Seminole County service area, encounters with unsafe situations may arise. Any unsafe condition uncovered by the contractor must be reported to the County immediately upon discovery. Unsafe condition examples can be a found depression, leaking water or sewer, damaged sewer infrastructure, etc. Some specific instances of dangerous or unusual situations are vertical misalignments, specifically manholes, where a manhole cover ¼ inch or more out of vertical alignment with the sidewalk is actionable to report. If any unsafe or actionable situation is discovered, the contractor shall document the findings and report it to the project manager for Seminole County, or contact the customer service department at 407-665-2110, or via email at wscustomerservice@seminolecountyfl.gov.

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum	$3,500.00	$3,500.00
2	Maintenance of Traffic (MOT)	1	Lump Sum	$500.00	$500.00
3	Smoke Testing and Report Preparation	1	LF	$0.48	$0.48
4	Seal Manhole Chimneys 24" and smaller	300	EA	$300.00	$90,000.00
5	Seal Manhole Chimneys 25" and larger	500	EA	$50.00	$25,000.00
6	Insert HDPE 25 ½" and smaller dishes into Manholes	300	EA	$85.00	$25,500.00
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA	$100.00	$50,000.00
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA	$25.00	$1,250.00
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA	$15.00	$3,000.00
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA	$135.00	$6,750.00
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA	$85.00	$17,000.00
12	LS Basin Report/Manhole Inspections	250000	LF	$0.35	$87,500.00

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EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

Line Item	Description	Quantity	Unit	Unit Cost	Total
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250000	LF	$0.17	$42,500.00
					$352,500.48

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EXHIBIT D

INSURANCE REQUIREMENTS

IFB-604974-25/LAS - SMOKE TESTING AND RELATED WORK ON WASTEWATER GRAVITY SEWER SYSTEMS

The following insurance requirements and limits of liability are required:

A.	Workers' Compensation & Employers' Liability Insurance:		
	Workers' Compensation:	Statutory	
	Employers' Liability:	$ 1,000,000	Each Accident
		$ 1,000,000	Disease Aggregate
		$ 1,000,000	Disease Each Employee
B.	Commercial General Liability Insurance:		
		$ 1,000,000	Per Occurrence
		$ 2,000,000	General Aggregate
		$ 2,000,000	Products and Completed Operations
		$ 1,000,000	Personal and Advertising Injury
C.	Business Automobile Liability Insurance:		
		$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Commercial Umbrella:	$ 1,000,000	Each Occurrence
		$ 2,000,000	General Aggregate
E.	Pollution Liability:	$ 1,000,000	Per Occurrence
		$ 1,000,000	General Aggregate

~~ End Exhibit __ ~~

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Seminole County, Florida

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Agreement Name: Wastewater Collection I&I- Smoke Testing

Agreement Number: IFB-604974-25/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604974-25/LAS are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 20th day of May, 20 25.

USSI,LLC
Consultant Name

By: _____
Print/Type Name: Eric McRoberts
Title: VP

STATE OF Florida

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 20th day of May, 20 25, by Eric McRoberts (Full Name of Affiant).

DION VLASAK
MY COMMISSION # HH 263023
EXPIRES: September 10, 2026

_____
Print/Type Name Dion Vlasak
Notary Public in and for the County
and State Aforementioned
My commission expires: 09-10-2026

E-Verify Affidavit
Revised 5/19/2021

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Eric McRoberts

Title: VP

Signature: Date: 5-20-2025

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-604974-25/LAS

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of USSI,LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: USSI,LLC

Authorized Signature: _____ Date: 5-20-2025

Printed Name: Eric McRoberts

Title: VP

STATE OF Florida
COUNTY OF Sarasota
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of May, 20 25, by Eric McRoberts, as USSI, LLC VP on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature
Print, Type or Stamp Name of Notary: Dion Vlasak
My commission expires: 09-10-2026

(Affix Notary Stamp or Seal)

DION VLASAK
MY COMMISSION # HH 263023
EXPIRES: September 10, 2026

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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Wastewater Inflow Abatement Technologies & Services

AIIM ANNUAL INFLOW & INFILTRATION MAINTENANCE PROGRAM

To: City of Ocala
Subject: Confirmation of Steady Pricing Under Seminole County Piggyback Contract

To Whom it May Concern,

This letter is to confirm that USSI will maintain current pricing for all work performed under the Seminole County Piggyback Contract IFB-604974-25/LAS- Wastewater Collection I&I Smoke Testing.

All pricing will remain firm for the duration of the contract term, which is active from present date through 2028, with an optional two-year renewal period extending through 2030.

Please feel free to contact our office should you require any additional information or documentation.

Sincerely,

Eric McRoberts

Eric McRoberts
Vice President
eric@ussiusa.com
941-725-2123

Certificate Of Completion

Envelope Id: 728434EF-6E73-41E9-A95B-7351B9066DC1
Status: Completed
Subject: Cooperative Purchasing Agreement for Smoke Testing and I & I Services (WRS/260106)
Source Envelope:
Document Pages: 58
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
11/3/2025 3:15:38 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Eric McRoberts eric@ussiusa.com Vice President Security Level: Email, Account Authentication (None)	Signed by: Eric McRoberts E30C7CD7764E481... Signature Adoption: Pre-selected Style Using IP Address: 47.195.103.169	Sent: 11/3/2025 3:17:36 PM Viewed: 11/3/2025 3:21:58 PM Signed: 11/3/2025 3:23:10 PM
Electronic Record and Signature Disclosure: Accepted: 11/3/2025 3:21:58 PM ID: 6fa7429a-6ef5-4c50-b177-eb0836feee9a		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/3/2025 3:23:12 PM Viewed: 11/3/2025 4:44:20 PM Signed: 11/3/2025 4:54:22 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/3/2025 3:17:36 PM
Certified Delivered	Security Checked	11/3/2025 4:44:20 PM
Signing Complete	Security Checked	11/3/2025 4:54:22 PM
Completed	Security Checked	11/3/2025 4:54:22 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

From: City of Ocala - Contracting Officer
To: Stacey Ferrante; Shayatta J. Roberts; Daphne Robinson; Megan Dugan; Contracts; Eileen M. Marquez; Louis Joseph; Ashley Presley; David C. Williams; Patricia Lewis
Subject: Your policy exception has been approved.
Date: Tuesday, October 21, 2025 1:17:34 PM

Your policy exception has been **approved**.

Approval Comments: drobinson@ocalafl.org
The department is approved to piggyback the contract awarded to USSI, LLC by Seminole County, Contract No. IFB-604974-25/LAS for the provision of smoke testing and related work on wastewater gravity sewer systems through May 21, 2028. These services were competitively solicited by Seminole County under Invitation to Bid No. 604974-25/LAS. Five vendors responded and USSI, LLC was found to be the lowest responsible. The award was for a three year term through May 21, 2028 and offers two one-year renewal terms. USSI, LLC, has agreed to extend pricing and services to the City of Ocala under the same terms and conditions as Contract No. IFB-604974-25/LAS. This pricing has been found to be fair and reasonable by Water Resources staff. PLEASE ESTABLISH A MUNIS CONTRACT NUMBER AND ISSUE A REQUEST TO CONTRACTING SO THAT A FORMAL PIGGYBACK AGREEMENT CAN BE PREPARED. IF THE DEPARTMENT ANTICIPATES SPENDING MORE THAN $50,000 WITH THE VENDOR BEFORE THE EXPIRATION OF THE CONTRACT TERM (may 21, 2028), THEN THE CONTRACT NEEDS TO BE PLACED ON A COUNCIL AGENDA. PLEASE ENSURE THAT THIS EXCEPTION APPROVAL IS ATTACHED TO THE MUNIS CONTRACT, CONTRACT REQUEST, AND AGENDA ITEM (IF ANY).

Procurement/Contract/P-Card Exception

Select exception type:	Procurement
Reason for procurement exception:	Piggyback Request in Lieu of Bid
Enter a brief description of your exception request:	The City of Ocala conducts sewer smoke testing as part of its Water Resources Department's efforts to maintain and assess the integrity of its sanitary sewer system. Here's what you should know: Purpose of Smoke Testing Detects leaks, cracks, illegal connections in sewer lines, prevent stormwater infiltration and sewer overflows also Identifies plumbing defects that may allow sewer gases into commercial buildings and residential homes.
Attach all documents related to the	USSI Annual Piggyback Contract Seminole County 2025-

exception that can assist the Contracting Officer's decision.	2028 48 pages total.pdf Ocala Steady Pricing Letter Eric 2025.pdf
Department	(WRS) WATER RESOURCES
Requestor Name	Stacey Ferrante
Requestor Email	sferrante@ocalafl.gov
Phone number	(352) 351-6652
Courtesy Copy Email 1	kmiller@ocalafl.gov
Courtesy Copy Email 2	rjohnson@ocalafl.gov
Who authorized requesting this exception?	Stacey Ferrante

Wastewater Inflow Abatement
Technologies & Services

ANNUAL INFLOW & INFILTRATION
MAINTENANCE PROGRAM

USSI Annual Piggyback Contract

Active from May 21st 2025 through May 21st 2028
Additional 2 years

TERM CONTRACT
For Smoke Testing and I&I Services

Services Included:
Smoke Testing, Manhole Inspections, Inflow dish, LDL Cleanout Plug, Chimny Seal, Midnight Monitoring.

Contact USSI:

752 Commerce Drive Suite #15
Venice, FL 34292

941-926-2646
USSIUSA.COM

Index Quick Links

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INVITATION FOR BID

IFB-604974-25/LAS

WASTEWATER COLLECTION I&I- SMOKE TESTING

1301 East Second St.

Sanford, FL 32771

RELEASE DATE: March 11, 2025

DEADLINE FOR QUESTIONS: March 31, 2025

RESPONSE DEADLINE: April 9, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/seminolefl

Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum	$3,500.00	$3,500.00
2	Maintenance of Traffic (MOT)	1	Lump Sum	$500.00	$500.00
3	Smoke Testing and Report Preparation	1	LF	$0.48	$0.48
4	Seal Manhole Chimneys 24" and smaller	300	EA	$300.00	$90,000.00
5	Seal Manhole Chimneys 25" and larger	500	EA	$50.00	$25,000.00
6	Insert HDPE 25 ½" and smaller dishes into Manholes	300	EA	$85.00	$25,500.00
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA	$100.00	$50,000.00
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA	$25.00	$1,250.00
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA	$15.00	$3,000.00
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA	$135.00	$6,750.00
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA	$85.00	$17,000.00
12	LS Basin Report/Manhole Inspections	250000	LF	$0.35	$87,500.00

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EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

Line Item	Description	Quantity	Unit	Unit Cost	Total
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250000	LF	$0.17	$42,500.00
					$352,500.48

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Seminole County
Resource Management - Purchasing & Contracts
Stephen Koontz, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

IFB No. IFB-604974-25/LAS

Wastewater Collection I&I- Smoke Testing

RESPONSE DEADLINE: April 9, 2025 at 2:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
USSI LLC	$352,500.48
Flotech Environmental, LLC	$498,501.25
EnviroWaste Services Group, Inc.	$838,800.42
National Water Main Cleaning Company	$1,633,000.77
GCU, LLC DBA Gulf Coast Underground, LLC	$3,503,755.00

Recommendation/Intent to Award: USSI, INC. Tabulated by: Louis Straffi, Sr. Procurement Analyst – BCC Date 5/13/2025 (Tentative)

X _____
Chris Graybosch, Field Operations Manager

X _____
Brad Rupert, Collections Supervisor

X _____
Sandro Aganovic, Utility Planner

TERM CONTRACT FOR SMOKE TESTING AND I&I SERVICES FOR SEMINOLE COUNTY WASTEWATER COLLECTION SYSTEM (IFB-604974-25/LAS)

THIS AGREEMENT is dated as of the 21st day of May 2025, by and between **USSI LLC.,** duly authorized to conduct business in the State of Florida, whose address is 752 Commerce Drive, #15, Venice, FL 34292, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide smoke testing and all related work on wastewater gravity sewer systems for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's

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submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Renewals are wholly contingent on the availability of funds. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

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(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Utilities Operations Division
500 W Lake Mary Boulevard
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriation.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

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will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

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data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

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(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

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to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

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omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

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(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

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and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

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immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

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coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

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(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

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Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

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representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

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Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,**

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PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

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return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

USSI LLC
752 Commerce Drive #15
Venice, FL 34292

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

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authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

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not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

USSI LLC

Witness

By: _____
DION VLASAK, President/CEO

Eric McRoberts
Print Name

Date: 5-20-2025

Witness

Jackie Vlasak
Print Name

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SEMINOLE COUNTY, FLORIDA

Witness

Louis Straffi
Print Name

Witness

Kelli Burrier
Print Name

By: _____
GLADYS MARROZOS,
Procurement Administrator

Date: 5-21-25

As authorized for execution by the Board of County Commissioners at its May 13th, 2025, regular meeting.

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit

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Exhibit A- Scope of Services

INTRODUCTION AND INTENT
The purpose of these specifications is to provide guidance for contracting services to Seminole County Utilities Department, specifically for smoke testing and related work on wastewater gravity sewer systems operated and maintained by Seminole County Utilities Department.

RESPONSIBILITIES OF CONTRACTOR
The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the County, or specific sewer shed basins identified by the county for the purpose of smoke testing.

SECTION 1. INSPECTING MANHOLES
Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the County Utilities Engineering Department's GIS specialist or designated individual. It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. Should the Contractor provide NASSCO MACP inspections, the County will accept the standard. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

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Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically. The County reserves the right to specify deliverable format conducive to County specific reporting standards. Should the county require specific deliverables, the County will provide format for Contractor to utilize, or County and Contractor can develop desired deliverables based on metrics agreed upon between both parties.

SECTION 2. SEALING MANHOLE CHIMNEYS

The work covered under this section includes, but is not limited to, all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant, material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance =325 +/- IO psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Topcoat:

- Specific gravity> 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength> 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance =345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to

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account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and topcoat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or re-coat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120mil.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
  - NOTE: Concrete must be at least 28 days old with a compressive strength of 3500psi prior to application of sealant.
  - NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the County the opportunity to repair or replace it.

SECTION 3. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

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The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the County Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into inflow dish body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the County.

SECTION 4. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.
Smoke Testing will be used to determine the sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, stormwater, ground water, irrigation, or other forms of water intrusion into the collection system.

- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes.
- Breaks in the main sewers or laterals that leach to the surface

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- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to the County.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Factors such as defects in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Utility for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to ensure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.
- The County reserves the right to require contractor to coordinate some or all public communications with the County's Public Information Office or other designated body specified by the County.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started, and liquid smoke will be deployed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to prearranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts.
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

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Recording
Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", " missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Utility. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Utility in finding defects for follow-up activity.

Reports will be provided to the Utility no later than five (5) business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting
Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Utility because of the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Utility which will:

- Estimate the number of gallons entering the various defects per one-inch rain fall
- Estimate the number of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

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SECTION 5. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Utility's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 6. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Utility may elect to install cleanout plugs, in lieu of cleanout caps. The County's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Utility's control during smoke testing.

The plug shall be an LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one-piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shat 1 consist of a PVC material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shat I be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of0. I 87 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

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NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Utility the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 7. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Utility with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame - type, size and general condition of frame and cover
- Chimney - type, general condition and existence of liner in chimney
- Barrel and invert - type, general condition
- Pipes - type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Utility shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

SECTION 8. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use - as defined by the Utility's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significance.

SECTION 9. EXCEPTIONS

It is the intent of Seminole County to have specific processes completed within this project scope to a standard acceptable to the County. Due to the standard requested, some specific products or processes are outlined in this scope. Should a contractor desire to utilize different materials or processes as outlined in this scope, the County can approve, at the County's discretion, a different

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material or process. Before any variance from the original scope is approved, the County and Contractor must come to a specified agreement before the change can take place, and the change cannot increase costs as identified in the bid form.

SECTION 10. EMERGENCY NOTIFICATIONS

As contractors work throughout the Seminole County service area, encounters with unsafe situations may arise. Any unsafe condition uncovered by the contractor must be reported to the County immediately upon discovery. Unsafe condition examples can be a found depression, leaking water or sewer, damaged sewer infrastructure, etc. Some specific instances of dangerous or unusual situations are vertical misalignments, specifically manholes, where a manhole cover ¼ inch or more out of vertical alignment with the sidewalk is actionable to report. If any unsafe or actionable situation is discovered, the contractor shall document the findings and report it to the project manager for Seminole County, or contact the customer service department at 407-665-2110, or via email at wscustomerservice@seminolecountyfl.gov.

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum	$3,500.00	$3,500.00
2	Maintenance of Traffic (MOT)	1	Lump Sum	$500.00	$500.00
3	Smoke Testing and Report Preparation	1	LF	$0.48	$0.48
4	Seal Manhole Chimneys 24" and smaller	300	EA	$300.00	$90,000.00
5	Seal Manhole Chimneys 25" and larger	500	EA	$50.00	$25,000.00
6	Insert HDPE 25 ½" and smaller dishes into Manholes	300	EA	$85.00	$25,500.00
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA	$100.00	$50,000.00
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA	$25.00	$1,250.00
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA	$15.00	$3,000.00
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA	$135.00	$6,750.00
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA	$85.00	$17,000.00
12	LS Basin Report/Manhole Inspections	250000	LF	$0.35	$87,500.00

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EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

Line Item	Description	Quantity	Unit	Unit Cost	Total
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250000	LF	$0.17	$42,500.00
					$352,500.48

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
Page 38 of 42

EXHIBIT D

INSURANCE REQUIREMENTS

IFB-604974-25/LAS - SMOKE TESTING AND RELATED WORK ON WASTEWATER GRAVITY SEWER SYSTEMS

The following insurance requirements and limits of liability are required:

A.	Workers' Compensation & Employers' Liability Insurance:		
	Workers' Compensation:	Statutory	
	Employers' Liability:	$ 1,000,000	Each Accident
		$ 1,000,000	Disease Aggregate
		$ 1,000,000	Disease Each Employee
B.	Commercial General Liability Insurance:		
		$ 1,000,000	Per Occurrence
		$ 2,000,000	General Aggregate
		$ 2,000,000	Products and Completed Operations
		$ 1,000,000	Personal and Advertising Injury
C.	Business Automobile Liability Insurance:		
		$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Commercial Umbrella:	$ 1,000,000	Each Occurrence
		$ 2,000,000	General Aggregate
E.	Pollution Liability:	$ 1,000,000	Per Occurrence
		$ 1,000,000	General Aggregate

~~ End Exhibit __ ~~

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
Page 39 of 42

Agreement Name: Wastewater Collection I&I- Smoke Testing

Agreement Number: IFB-604974-25/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604974-25/LAS are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 20th day of May, 20 25.

USSI,LLC
Consultant Name

By: _____
Print/Type Name: Eric McRoberts
Title: VP

STATE OF Florida

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR □ online notarization, this 20th day of May, 20 25, by Eric McRoberts (Full Name of Affiant).

DION VLASAK
MY COMMISSION # HH 263023
EXPIRES: September 10, 2026

_____
Print/Type Name Dion Vlasak
Notary Public in and for the County
and State Aforementioned
My commission expires: 09-10-2026

E-Verify Affidavit
Revised 5/19/2021

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Eric McRoberts

Title: VP

Signature: Date: 5-20-2025

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
Page 41 of 42

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-604974-25/LAS

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of USSI,LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: USSI,LLC

Authorized Signature: _____ Date: 5-20-2025

Printed Name: Eric McRoberts

Title: VP

STATE OF Florida
COUNTY OF Sarasota
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of May, 20 25, by Eric McRoberts, as USSI, LLC VP on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

DION VLASAK
MY COMMISSION # HH 263023
EXPIRES: September 10, 2026

Print, Type or Stamp Name of Notary: Dion Vlasak
My commission expires: 09-10-2026

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381

File #: 2026-0264 Agenda Item #: 10g.

Submitted By: Todd Swanson

Presentation By: Todd Swanson

Department: Human Resources and Risk Management

FORMAL TITLE:
Third amendment to the Agreement for Legal Services with Allen, Norton & Blue, P.A., extending the contract for an additional three year term in an amount not to exceed $150,000

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On March 9, 2021, the City of Ocala entered into an Agreement for Legal Services - Employment and Labor Law (Contract No. HUM/210096) with Allen, Norton & Blue, P.A. to provide legal counsel, representation, and advice on employment and labor matters, including collective bargaining, disciplinary appeals, and other labor-related litigation.

The Agreement was effective for an initial term of one year through March 1, 2022, and offered additional renewals upon the mutual consent of the parties. The agreement was subsequently extended for a three-year term through March 1, 2025.

The parties now desire to extend the Agreement for an additional three-year term through March 1, 2028, with an aggregate expenditure threshold of $150,000 for the renewal period.

FINDINGS AND CONCLUSIONS:
Renewing this Agreement will ensure the City maintains consistent, specialized legal representation to support ongoing labor relations, contract negotiations, grievance resolution, and employment-related compliance. Continuity of services through Allen, Norton & Blue, P.A., ensures institutional knowledge and efficiency in managing active and anticipated labor issues.

Staff recommends approval.

FISCAL IMPACT:
Total expenditures under this amendment shall not exceed $150,000 for the period March 2, 2025 - March 1, 2028. Funding is budgeted in 001-015-015-513-51-31020.

PROCUREMENT REVIEW:
The amendment has been reviewed and approved for compliance with the City's Procurement Policy.

LEGAL REVIEW:
The Third Amendment will be reviewed and approved as to form and legality by City Attorney William E. Sexton.

ALTERNATIVE:

- Table
- Deny

THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES – EMPLOYMENT AND LABOR LAW

THIS THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES – EMPLOYMENT AND LABOR LAW ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ALLEN, NORTON & BLUE, P.A.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-1287650) ("Law Firm").

WHEREAS, on March 9, 2021, City and Law Firm entered into an Agreement for Legal Services – Employment and Labor Law (the "Original Agreement"), City of Ocala Contract Number: HUM/210096 for a term from March 2, 2021 to March 1, 2022; and

WHEREAS, on February 27, 2024, City and Law Firm entered into a First Amendment to Agreement for Legal Services – Employment and Labor Law ("First Amendment"), to extend the Original Agreement for a three (3) year term from March 2, 2022 to March 1, 2025; and

WHEREAS, on November 4, 2024, City and Law Firm entered into a Second Amendment to Agreement for Legal Services – Employment and Labor Law ("Second Amendment"), to increase the total expenditure limit under the terms of the Original Agreement; and

WHEREAS, City and Law Firm now desire to extend the Original Agreement, as amended, for an additional three (3) year renewal period available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Law Firm agree as follows:

1. **RECITALS.** City and Law Firm hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Law Firm, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional three (3) year term beginning **MARCH 2, 2025** and terminating **MARCH 1, 2028**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for additional periods upon written agreement between the parties.
4. **COMPENSATION**. City shall pay Law Firm an amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000)** over the contract term as full and complete compensation for the timely and satisfactory performance of services in compliance with the Original Agreement. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
5. **NOTICES**. All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Law Firm:	Allen, Norton & Blue, P.A. Attn: Wayne L. Helsby, Partner 121 Majorca Avenue, Suite 300 Coral Gables, Florida 33134 PH: 305-445-7801 FAX: 305-442-1578 E-mail: whelsby@anblaw.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Law Firm, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Third Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen M. Dreyer
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

ALLEN, NORTON & BLUE, P.A.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES – EMPLOYMENT AND LABOR LAW

THIS SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES – EMPLOYMENT AND LABOR LAW ("Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ALLEN, NORTON & BLUE, P.A.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-1287650) ("Law Firm").

WHEREAS, on March 9, 2021, City and Law Firm entered into an Agreement for Legal Services – Employment and Labor Law (the "Original Agreement"), City of Ocala Contract Number: HUM/210096 for a term from March 2, 2021 to March 1, 2022; and

WHEREAS, on February 27, 2024, City and Law Firm entered into a First Amendment to Agreement for Legal Services – Employment and Labor Law ("First Amendment"), to extend the Original Agreement for a three (3) year term from March 2, 2022 to March 1, 2025; and

WHEREAS, City and Law Firm now desire to increase the total expenditure limit under the terms of the Original Agreement; and

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Law Firm agree as follows:

1. **RECITALS.** City and Law Firm hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Law Firm, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **COMPENSATION**. City shall pay Law Firm a maximum limiting amount not to exceed **ONE HUNDRED TWENTY-FOUR THOUSAND, AND NO/100 DOLLARS ($124,000)** over the contract term as full and complete compensation for the timely and satisfactory performance of services in compliance with the Original Agreement. The pricing in this Agreement may only be adjusted by written amendment executed by both parties.
4. **NOTICES**. All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Allen, Norton & Blue, P.A.
Attn: Wayne L. Helsby, Partner
121 Majorca Avenue, Suite 300
Coral Gables, Florida 33134
PH: 305-445-7801
FAX: 305-442-1578
E-mail: whelsby@anblaw.com

If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Law Firm, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Barry Mansfield
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

ALLEN, NORTON & BLUE, P.A.

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

DocuSign Envelope ID: C0654EC8-8F94-4196-95C9-CCA488BDF699

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES – EMPLOYMENT AND LABOR LAW

THIS FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES – EMPLOYMENT AND LABOR LAW ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ALLEN, NORTON & BLUE, P.A.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-1287650) ("Law Firm").

WHEREAS, on March 9, 2021, City and Law Firm entered into an Agreement for Legal Services – Employment and Labor Law (the "Original Agreement"), City of Ocala Contract Number: HUM/210096 for a term from March 2, 2021 to March 1, 2022; and

WHEREAS, City and Law Firm now desire to extend the Original Agreement for a three-year term; and

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Law Firm agree as follows:

1. **RECITALS.** City and Law Firm hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Law Firm is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **EXTENSION**. The Original Agreement is hereby renewed for an additional term beginning **MARCH 2, 2022** and terminating **MARCH 1, 2025**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for additional one periods upon written agreement between the parties.
4. **COMPENSATION**. City shall pay Law Firm a maximum limiting amount of **$50,000 (FIFTY THOUSAND AND NO/100 DOLLARS)** over the renewal period as full and complete compensation for the timely and satisfactory provision of legal services based on the pricing set forth below. Compensation in excess of the maximum limiting amount shall require City Council approval.

Description	Fee
Annual Fee (for unlimited phone calls and other legal services not involving extensive research	$1,000.00
Hourly Billing Rate for Partner Attorneys	$310.00
Hourly Billing Rate for Non-Partner Associates	$280.00
Hourly Billing Rate for Paralegals	$141.00

5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

DocuSign Envelope ID: C0654EC8-8F94-4196-95C9-CCA488BDF699

If to Law Firm:	Allen, Norton & Blue, P.A. Attn: Wayne L. Helsby, Partner 121 Majorca Avenue, Suite 300 Coral Gables, Florida 33134 PH: 305-445-7801 FAX: 305-442-1578 E-mail: whelsby@anblaw.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Law Firm, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

DocuSign Envelope ID: C0654EC8-8F94-4196-95C9-CCA488BDF699

IN WITNESS WHEREOF, the parties have executed this First Amendment on 2/27/2024.

ATTEST:

DocuSigned by:
Angel B. Jacobs
8DB3474C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
C18C80B9F07388433...
Christopher Watt
Chief of Staff

Approved as to form and legality:

DocuSigned by:
William E. Sexton
ABDDC5C4EB6E429...
William E. Sexton, Esq.
City Attorney

ALLEN, NORTON & BLUE, P.A.

Wayne L. Helsby

By: Wayne L. Helsby
(Printed Name)

Title: Managing Partner
(Title of Authorized Signatory)

DocuSign

Certificate Of Completion

Envelope Id: C0654EC88F94419695C9CCA488BDF699 Status: Completed

Subject: FOR SIGNATURE - Amendment 1 - Renewal - Legal Services - Employment and Labor Law (HUM/210096)

Source Envelope:

Document Pages: 3 Signatures: 3 Envelope Originator:

Certificate Pages: 5 Initials: 0 Patricia Lewis

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

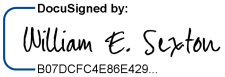
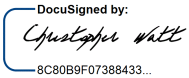
Record Tracking

Status: Original Holder: Patricia Lewis Location: DocuSign

2/13/2024 3:25:13 PM plewis@ocalafl.org

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: DocuSign

Signer Events	Signature	Timestamp
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by:  B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/20/2024 1:43:31 PM Viewed: 2/23/2024 9:07:16 AM Signed: 2/23/2024 9:53:20 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)	DocuSigned by:  8C80B9F07388433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/23/2024 9:53:21 AM Viewed: 2/27/2024 9:06:21 AM Signed: 2/27/2024 9:06:36 AM
Electronic Record and Signature Disclosure: Accepted: 2/27/2024 9:06:21 AM ID: f1149511-bacb-4215-ad11-e67d7218182f		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	DocuSigned by: 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 2/27/2024 9:06:38 AM Viewed: 2/27/2024 9:28:33 AM Signed: 2/27/2024 9:28:55 AM
Electronic Record and Signature Disclosure: Accepted: 2/27/2024 9:28:33 AM ID: 6269b022-728b-4a34-8141-d9679904c27b		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/13/2024 3:30:28 PM
Envelope Updated	Security Checked	2/20/2024 1:43:30 PM
Envelope Updated	Security Checked	2/20/2024 1:43:30 PM
Envelope Updated	Security Checked	2/20/2024 1:43:30 PM
Envelope Updated	Security Checked	2/20/2024 1:43:30 PM
Envelope Updated	Security Checked	2/20/2024 1:43:30 PM
Envelope Updated	Security Checked	2/20/2024 1:43:30 PM
Envelope Updated	Security Checked	2/20/2024 1:43:30 PM
Envelope Updated	Security Checked	2/20/2024 1:43:30 PM
Certified Delivered	Security Checked	2/27/2024 9:28:33 AM
Signing Complete	Security Checked	2/27/2024 9:28:55 AM
Completed	Security Checked	2/27/2024 9:28:55 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

AGREEMENT FOR LEGAL SERVICES - EMPLOYMENT AND LABOR LAW

THIS AGREEMENT FOR LEGAL SERVICES – EMPLOYMENT AND LABOR LAW ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ALLEN, NORTON & BLUE, P.A.**, a for profit corporation duly organized and authorized to do business in the State of Florida (EIN: 59-1287650) ("Law Firm").

WHEREAS, Law Firm is in the business of providing certain professional legal services for labor and employment matters; and

WHEREAS, City has utilized Law Firm for the provision of certain professional legal services for labor and employment matters in the past with the last agreement between Law Firm and City having expired on or about September 30, 2019; and

WHEREAS, City now desires to retain the services of Law Firm for the continued provision of certain professional and legal services for labor and employment matters; and

WHEREAS, Law Firm agrees to perform all services described hereunder to the satisfaction of the City and according to the existing standard of care for such services within its profession and to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Law Firm agree as follows:

1. **RECITALS**. City and Law Firm hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents comprising the entire understanding between the City and Law Firm shall include only this Agreement.
3. **SCOPE OF SERVICES**. Law Firm shall perform legal services for all labor and employment matters as assigned or referred by City. Law Firm is expected to manage, control, and oversee the delivery of legal services to City in a competent, professional, and cost-effective manner using the degree of skill and knowledge customarily employed by other professionals providing like services in the area. All services provided pursuant to this Agreement shall be performed to the satisfaction of City. This Scope of Services may only be adjusted by written amendment, executed by both parties. The services to be rendered under this Agreement are as follows:
   A. **Responsible Attorney**: Wayne L. Helsby, Esq. shall be primarily responsible for the performance of services hereunder, shall personally handle all matters except as expressly authorized by City, and shall supervise any services performed by other members or employees of Law Firm. Any services provided by other attorneys and/or staff members of Law Firm shall be in accordance with billing rates set forth in Paragraph 4 below.

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B. **General Duties**: Law Firm shall perform all work necessary for the provision of legal services for all labor and employment matters assigned including, but not limited to, the following:

i. representation and defense of City's interests in proceedings and controversies related to labor and employment matters, including collective bargaining negotiation, as requested; and

ii. conferring with and advising the City's Human Resources Department as needed concerning labor and employment legal issues; and

iii. conferring with and advising the City department heads concerning pending or ongoing collective bargaining agreements; and

iv. conferring with the City Attorney's office as needed concerning labor and employment legal issues; and

v. such other professional legal duties that are related to the above.

C. **Conflicting Representation**: For the duration of this Agreement, Law Firm shall neither accept nor represent clients in matters that are adverse to the City without prior authorization by City.

4. **COMPENSATION**. City shall pay Law Firm for the performance of work, and in accordance with the Contract Documents, based on the pricing set forth below:

Description	Fee
Annual Fee (for unlimited phone calls and other legal services, not involving extensive research)	$1,000.00
Hourly Billing Rate for Partner Attorneys	$290.00
Hourly Billing Rate for Non-Partner Associates	$260.00
Hourly Billing Rate for Paralegals	$121.00

A. **Expenses.** City will pay reasonable costs and out-of-pocket expenses, including reasonable and necessary expenses of travel (to include coach air fare; mileage at the then-current IRS allowable rate, copying, long-distance telephone, computer research, advanced filing fees, and other actual out-of-pocket expenses if reasonable and necessary.

B. **Monthly Billing.** Law Firm shall submit a monthly itemized invoice showing the correct amount of time for each person who renders billable services, the hourly rate, the fees for services, and the services provided. All expenses, as defined above, should also be itemized. Clerical services are deemed to be overhead and are not billable as paralegal time.

C. **Cost Saving Measures.** The City of Ocala is a governmental entity, funded by taxes. Accordingly, Law Firm agrees to endeavor to employ cost-saving measures, including the use of City's offices and personnel where practicable, use of legal assistants, and similar cost-saving devices.

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D. **Invoice Submission.** All invoices submitted by Law Firm shall include the City Contract Number and Invoice Date. Law Firm shall submit original invoices to City through the City Project Manager ("Project Manager") at: **Human Resources Department**, **Attention: Chris Watt**, **110 SE Watula Avenue, Third Floor, Ocala, Florida 34471**, **E-Mail: cwatt@ocalafl.org**.

E. **Payment of Law Firm Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.

F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Law Firm; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Law Firm within thirty (30) calendar days of the Law Firm's remedy or resolution of the inadequacy or defect.

G. **Excess Funds.** If due to mistake or any other reason Law Firm receives payment under this Agreement in excess of what is provided for by the Agreement, Law Firm shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within thirty (30) days of Law Firm's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.

H. **Expenses**. Law Firm shall furnish, at its own expense, all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, and executive and supervisory personnel for the completion of the work as set forth herein.

I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Law Firm shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Law Firm be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM**. This Agreement shall commence on **MARCH 2, 2021** and terminate at the close of business on **MARCH 1, 2022**. This Agreement may be renewed or extended upon written consent by both City and Law Firm.

6. **TERMINATION**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or

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the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Law Firm to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Law Firm written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Law Firm by City shall be effective immediately, unless otherwise provided therein.

B. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Law Firm without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

C. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Law Firm shall immediately discontinue all work as directed in the notice and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials in connection with its performance under this Agreement. Law Firm shall be entitled to receive compensation solely for: (1) the actual cost of the services completed in conformity with this Agreement; and/or (2) such other costs incurred by Law Firm as permitted under this Agreement and approved by City.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party (" Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

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When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Law Firm performance shall be extended for a number of days equal to the duration of the force majeure. Law Firm shall be entitled to an extension of time only and, in no event, shall Law Firm be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and products provided by Law Firm under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Law Firm in its Statement of Work. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.

   Neither the Project Manager's review of Law Firm's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Law Firm's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident Law Firm's furnishing and performing the Services.
9. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Law Firm's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.
11. **LAW FIRM REPRESENTATIONS**. Law Firm has, by careful examination, ascertained the nature and location of the services to be performed under this Agreement and expressly represents that:
    A. Law Firm has read and is fully familiar with all the terms and conditions of this Agreement and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Law Firm under this Agreement; and
    B. Law Firm has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Law Firm in the Contract Documents, and that the City's written resolution of same is acceptable to Law Firm; and

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C. Law Firm is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever and is in compliance with same; and

D. Law Firm possesses the capacity, professional experience, licensure, and skill necessary and required to perform the scope of work described herein.

12. **LAW FIRM RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Law Firm:

A. Law Firm shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Law Firm shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.

C. Law Firm shall be responsible to see that the finished work complies accurately with the Agreement and the intent thereof.

D. Law Firm shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Law Firm shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Law Firm and City may otherwise agree in writing.

13. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Law Firm or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

14. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Law Firm shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

C. Coverage for contractual liability is also required.

D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional

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Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Law Firm. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

15. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**. Law Firm shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Law Firm shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed with WC 00 03 13 Waiver of Our Right to Recover from Others or equivalent endorsement. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.
16. **ERRORS AND OMISSIONS**. Law Firm shall provide proof of Errors and Omissions Insurance, which covers Law Firm and its employees with limits of at least $10,000,000 written by an insurer who possess an A.M. Best rating of at least an "A".
17. **MISCELLANEOUS INSURANCE PROVISIONS**.
    A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Law Firm. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Law Firm's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Law Firm. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided.
    B. Deductibles. Law Firm's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Law Firm is responsible for the amount of any deductible or self-insured retention.
    C. Certificates of Insurance. Law Firm shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Ave, Ocala, FL 34471, E-Mail: vendors@ocalafl.org**. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

    *Non-rated insurers must be pre-approved by the City Risk Manager.

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D. Failure to Maintain Coverage. In the event Law Firm fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Law Firm under this Agreement, Law Firm shall be considered to be in default of this Agreement

18. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Law Firm or any other persons or organizations having a direct contract with Law Firm, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Law Firm or any other persons or organizations having a direct contract with Law Firm, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Law Firm, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
19. **INDEPENDENT CONTRACTOR STATUS.** Law Firm acknowledges and agrees that under this Agreement, Law Firm and any agent or employee of Law Firm shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Law Firm nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Law Firm nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Law Firm in its performance of its obligations under this Agreement.
20. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
21. **PUBLIC RECORDS.** Law Firm shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Law Firm shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency 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.

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C. 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 Law Firm does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Law Firm or keep and maintain public records required by the public agency to perform the service. If Law Firm transfers all public records to the public agency upon completion of the contract, Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Law Firm keeps and maintains public records upon completion of the contract, Law Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

22. **AUDIT.** Law Firm shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
23. **PUBLICITY.** Law Firm shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
24. **CONFLICT OF INTEREST.** Law Firm must disclose the name of any officer, director, or agent who may be employed by City. Law Firm must disclose the name of any City employee who owns, directly or indirectly, any interest in Law Firm or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
25. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy

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hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Law Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
27. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
28. **INDEMNITY.** Law Firm shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Law Firm, its agents, and employees.
29. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
30. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

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If to Law Firm:

Allen, Norton & Blue, P.A.
Attn: Wayne L. Helsby, Partner
121 Majorca Avenue, Suite 300
Coral Gables, Florida 33134
Phone: 305-445-7801
Fax: 305-442-1578
Email: whelsby@anblaw.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

31. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
32. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR

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RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

33. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

34. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

35. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

36. **MUTUALITY OF NEGOTIATION.** Law Firm and City acknowledge that this Agreement is a result of negotiations between Law Firm and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

37. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

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38. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

39. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

40. **E-VERIFY.** In accordance with Executive Order 11-116, Law Firm shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Law Firm shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

41. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

42. **ELECTRONIC SIGNATURE(S).** Law Firm, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

43. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

44. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on 03 / 09 / 2021.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Justin Grabelle
City Council President

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

ALLEN, NORTON & BLUE, P.A.

Wayne Helsby

By: Allen Norton & Blue, P.A.
(Printed Name)

Title: Partner

Doc ID: 2b92e9056e608732ca6dfbb61692a4fe43e0(3302)

TITLE	FOR REVIEW AND SIGNATURE - Agreement for Legal Services -.....
FILE NAME	FINAL FOR SIGNATU... (RSK 210096).pdf
DOCUMENT ID	e6ac6f4eb8e44a777c068519e7077ea04b7cf835
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

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VIEWED	**02 / 12 / 2021** 12:40:08 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**02 / 12 / 2021** 12:42:56 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
VIEWED	**02 / 12 / 2021** 14:59:51 UTC-5	Viewed by Allen Norton & Blue, P.A. (whelsby@anblaw.com) IP: 72.239.168.249
SIGNED	**02 / 12 / 2021** 15:07:50 UTC-5	Signed by Allen Norton & Blue, P.A. (whelsby@anblaw.com) IP: 50.232.33.27

TITLE	FOR REVIEW AND SIGNATURE - Agreement for Legal Services -.....
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TITLE	FOR REVIEW AND SIGNATURE - Agreement for Legal Services -.....
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STATUS	Completed

Document History

SIGNED	**03** / **09** / **2021** 12:13:41 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**03** / **09** / **2021** 12:13:41 UTC-5	The document has been completed.

File #: 2026-0265 Agenda Item #: 10h.

Submitted By: Richard Dennis

Presentation By: Todd Swanson

Department: Human Resources and Risk Management

FORMAL TITLE (Motion Ready):
Renewal of five-year Lytx DriveCam hardware lease and product subscription in an amount not to exceed $1,010,160

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
NA

BACKGROUND:
The City of Ocala implemented a video-based fleet safety program in 2017, which was fully deployed to all City vehicles, excluding those of the Ocala Police Department. The Lytx Driver Safety Program utilizes dashboard-mounted event recorders that capture 12-second video clips triggered by specific events, including hard braking, speeding, or collisions. Lytx analysts review the footage to identify unsafe driving behaviors (e.g., distracted driving, following too closely, non-use of seatbelts), allowing supervisors to coach and correct unsafe practices proactively.

Lytx has developed advanced video telematics technology designed to enhance driver safety, improve fleet performance, and facilitate operational oversight. The latest SF400 event recorder offers enhanced video resolution, dual wide-angle lenses, night vision capability, increased data storage, and integrated machine vision and artificial intelligence (MV+AI) features. The upgraded platform supports several premium safety and compliance features, including fatigue detection, dynamic weather risk scoring, facial recognition driver identification, and consent management tools that enable compliance with emerging privacy regulations.

FINDINGS AND CONCLUSIONS:
The City's existing Master Purchase Agreement with Lytx, Inc. (Contract No. HUM/210121) is active through September 30, 2026, and currently covers 488 in-cab camera units. Of these, 41 vehicles are equipped with the newer SF400 models. To maintain full compatibility with Lytx's evolving AI-driven platform and access to future feature updates, the remaining 447 units must be upgraded from SF300 models to SF400 devices.

Lytx's 2025 product roadmap includes significant enhancements that will only be available on the SF400

platform, including:

- Facial recognition and consent management
- High-quality video with expanded storage options
- Fatigue detection and dynamic weather risk scoring
- Enhanced coaching dashboards and safety recognition tools
- Driver self-coaching mobile application

Lytx has confirmed that new tariff rates will take effect on December 1, 2025, resulting in increased per-unit costs for equipment orders placed after that date.

Staff recommends approval of the renewal and upgrade before that deadline to preserve the quoted rate of $34.50 per unit per month, as detailed in the November 6, 2025, renewal quote. The renewal term will expire on February 28, 2031.

FISCAL IMPACT:
The five-year renewal continues service for 488 vehicles at a rate of $34.50 per unit per month, inclusive of the Driver Safety Program, Fleet Tracking, High-Quality Video, and Facial Recognition with Consent Management. The total annual expenditure is approximately $202,032, with a cumulative total of $1,010,160 over the five years. This represents an increase of roughly $148,742 compared to the prior five-year contract total of $861,417.60, reflecting the addition of safety, compliance, and AI-driven capabilities. Funding will be allocated through departmental operating budgets in accordance with approved procurement procedures.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's procurement policy.

LEGAL REVIEW:
The agreement will be reviewed and approved as to form and legality by City Attorney William E. Sexton prior to execution.

ALTERNATIVE:

- Approve
- Table
- Deny

ADDENDUM TO

MASTER PURCHASE AGREEMENT

(Facial ID and Consent Management)

Lytx, Inc. ("**Lytx**") and City of Ocala have entered into a Master Purchase Agreement, Order Terms, or similar agreement, dated on or about February 5, 2021 (the "**Agreement**"). The parties desire to supplement the Agreement with the terms and conditions set forth in this Addendum to Master Purchase Agreement ("**Addendum**"). Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement.

1. Facial ID and Consent Management. Client has elected to enable Lytx's Facial ID and Consent Management service, a camera-based driver identification solution using facial recognition technology for identifying and assigning drivers in the Lytx Services (the "**Facial ID Service**"). Lytx's Facial ID Service is not available in the state of Illinois and is not permitted to be used for drivers under age eighteen. Lytx's Biometric Information Privacy Policy (Lytx Biometric Information Privacy Policy) applies to the Facial ID Service. Client acknowledges and agrees that the Facial ID Service activation will not occur unless or until Client has obtained all necessary consents and certified same to Lytx.

2. Client Obligations. Client acknowledges that it is aware of all applicable federal, state, and local laws (collectively, "**Applicable Laws**") governing the use of this feature. Client further agrees that it, and not Lytx, is solely responsible for providing any necessary notices to, and/or obtaining all necessary consents from its vehicle drivers for the collection and processing of video, biometric and/or other Data processed by Lytx to perform the Facial ID Service which may be required under Applicable Law. Client understands and agrees that, as a condition to using the Facial ID Service, Client is required to use Lytx's Consent Management service (unless otherwise approved by Lytx in writing). Client understands and agrees that failure to do so may result in a delay or interruption of the Facial ID Service, and that such subscriptions shall remain billable and no refunds shall apply in such event. Client represents and warrants to Lytx that the Client's use of the Facial ID Service will not violate any Applicable Laws.

3. Disclaimers. Lytx does not guarantee that it will be able to accurately identify a driver though Client's use of the Facial ID Service, and Client shall remain ultimately responsible for accurately identifying drivers and any damages resulting from the failure to do so. While Lytx's Facial ID Service makes available to Client a driver notice and consent form, Client acknowledges and agrees that it remains Client's solely responsibility to determine if such form of notice and/or consent is sufficient to satisfy Client's obligations under Applicable Law. Lytx expressly disclaims any liability arising from or related to Client's compliance with Applicable Law, including without limitation failure to give sufficient notice to, or obtain sufficient consent from, Client's drivers, including as it pertains to the collection of video, biometric and/or other Data. Client shall indemnify and hold Lytx harmless for all claims arising out of Client's use of the Facial ID Service.

4. Effect. The terms and conditions of this Addendum shall become effective as of the date this Addendum is executed by both parties. The Addendum shall supplement the Agreement and its terms and conditions are hereby incorporated by this reference into the Agreement. All other terms of the Agreement shall remain in full force and effect.

THE PARTIES HEREBY AGREE TO THE FOREGOING TERMS AND CONDITIONS:

LYTX, INC.	**City of Ocala**
_____	_____
Authorized Signature	Authorized Signature
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Date: _____	Date: _____

QUOTE

Lytx, Inc.
9785 Towne Centre Drive
San Diego, CA 92121
Tel: 858.430.4000
Fax: 858.380.3133
orders@lytx.com

Quote # Q-173652
Date ..... November 6, 2025
Valid Until ..... November 30, 2025
Account Executive ..... Joshua Newell
Preparer ..... Mayra Aguilar
Phone 858-380-3559

Client Name: City of Ocala

Bill To	Ship To	Contact
Human Resources & Risk Management 110 SE Watula Avenue, 3rd Floor Ocala, FL 34471	City of Ocala 1805 NE 30TH AVE Bld 200 Ocala, FL 34470	Richard Dennis (352) 401-3989 rdennis@ocalafl.gov

RENEWAL TERMS

All of Client's existing Subscription Services ("Existing Subscriptions") are hereby amended and restated with the Subscription Services at the specified quantity, subscription term, and renewal price set forth below (each, a "Renewal Subscription"), effective as of the subscription start date ("SSD"), with such Renewal Subscriptions commencing and becoming billable on the SSD notwithstanding anything to the contrary herein.

SUBSCRIPTION SERVICES

Billed based on committed quantity in accordance with the Subscriptions section of Addendum A

Item	Qty	Subscription Start Date (SSD)	Billing Frequency	Term Months from SSD	Sales Price	Total Price per Billing Period
Fleet Tracking Service	488	March 1, 2026	Annually	60	USD $28.02	USD $13,673.76
Lytx DriveCam (VER) Alliance License***Includes use of SF400 with warranty**	488	March 1, 2026	Annually	60	USD $242.72	USD $118,447.36
Driver Safety Program	488	March 1, 2026	Annually	60	USD $95.26	USD $46,486.88
Facial ID and Consent Management	488	March 1, 2026	Annually	Month-to-Month	USD $36.00	USD $17,568.00
HD Video	488	March 1, 2026	Annually	Month-to-Month	USD $12.00	USD $5,856.00
Premium Support Package	1	March 1, 2026	Annually	60	USD $0.00	USD $0.00
					TOTAL USD	**$202,032.00**

SPECIAL TERMS

Description
Fees for subscription Services purchased under this Agreement may be increased on the third anniversary of the Effective Date by an amount not to exceed the greater of twelve percent (12%) or an adjustment tied to the Consumer Price Index (CPI), and then annually thereafter in an amount not to exceed the greater of six percent (6%) per year or an adjustment tied to CPI. Written notice of any subscription price adjustment will be provided at least sixty (60) days in advance.

All sales as a result of this quotation are subject to the additional terms in Addendum A attached hereto and in the Master Purchase Agreement, Trial Agreement or other services agreement, as applicable, between Lytx and Client (the "Agreement").

By signing below, Client's authorized representative agrees to purchase the Products and Services described in this Quote, which becomes a binding part of the above-referenced Agreement upon acceptance by Lytx:

PRINTED NAME	SIGNATURE	PO# (Optional)
TITLE	DATE	PO Amount (Optional)

Credit Card Information (Optional) We will call the name and number below for card information. All payments are processed upon shipment.

CONTACT NAME	CONTACT PHONE	CONTACT EMAIL

*** ***Please see the Program Feature Configuration Worksheet for more information about the Program Feature configurations. Client is responsible for managing these Product settings.***

ADDENDUM A
ADDITIONAL QUOTE TERMS

Definitions: Unless otherwise defined herein, capitalized terms used in this Quote have the same meaning as set forth in the Agreement. Event Recorder has the same meaning as VER. All items listed in the Subscription Services box on the preceding page(s) are Managed Services subscriptions under the Agreement.

Invoicing: Renewal Subscriptions billed based on committed quantity are invoiced in advance based on the quantity purchased. Applicable taxes, shipping and handling may apply and shall be paid by Client.

Renewal Subscriptions: In connection with the renewal of an Existing Subscription to a Renewal Subscription, the Existing Subscription price changes to the Renewal Subscription Sales Price on the applicable SSD. Lytx also reserves the right to audit the number of Client's Event Recorders using Renewal Subscriptions, and to the extent such amount exceeds the purchased quantity, Client agrees to pay Lytx for such excess at the applicable rate for such Service. All Renewal Subscriptions shall remain billable through the duration of the Subscription Term (which means both the remaining period from SSD until completion of the number of months listed in the "Term Months from SSD" column, and the renewal period(s) thereafter as described in the Agreement; however, solely for any subscription Services identified as "month-to-month" in the "Term Months from SSD" column, the Subscription Term auto-renews each month for another monthly period unless terminated).

Alliance Subscriptions: The following special terms apply to Lytx Alliance℠ and Lytx Alliance Plus℠ subscriptions: (1) title of the Event Recorder shall remain at all times with Lytx; (2) Client must return the Event Recorder to Lytx in good working condition, reasonable wear and tear excepted, upon expiration of the Subscription Term; (3) the Unreturned Event Recorder Fee in the amount of **$550** per VER shall apply to any Event Recorder that is not returned within 30 days of termination or is returned damaged, or destroyed (reasonable wear and tear excepted); (4) Client shall have care, custody and control of the Event Recorder upon Lytx's delivery to the carrier, through the duration of the Subscription Term and until return of the Event Recorder upon the expiration of the Subscription Term; (5) subject to the warranty provisions of the Agreement and the Event Recorders not having been tampered or damaged by Client, the Warranty Period for the Event Recorders shall be from shipment through the duration of the Subscription Term; (6) such subscriptions are non-transferable, non-cancelable and cannot be terminated early without consent from Lytx; if Client is permitted to terminate early, all payments due through the end of the Subscription Term shall accelerate, and Client agrees to make payment of all remaining payments obligations under the Agreement within 30 days from such termination; and (7) Client agrees to provide Lytx any reasonably requested financial information within 2 weeks of written request by Lytx, in connection with Client's qualification for and participation in these plans. In addition, initial installation services are included with Lytx Alliance Plus subscriptions.

Products: Each video subscription includes access to continual recording, video browse, and video upload and download capabilities, and a total of five (5) minutes of End User-initiated browse, livestream and/or video upload time per month, per subscribed vehicle; video/images selected by Lytx and included in a Service do not count against such minutes. Premium event review and coaching workflow is only available with Driver Safety Program. Certain functionality is dependent on the model of Event Recorder used. Certain functionality is only available as a company-level setting and cannot be configured at a group-level. Lytx does not represent or warrant that all features and functionalities will be available in all jurisdictions. Standard support services are provided unless Client has purchased Premium Support services. Premium Support services become billable on the SSD. Premium Support and Asset Tracking Service auto-renew based on the terms of the Agreement that apply to Managed Services. Product output may contain data generated by AI, which is not intended to be used for employment-related decisions and is not a substitute for human supervision. Lytx reserves the right to require evidence of Client's use of the Products and Services in compliance with applicable laws (e.g., providing notice or obtaining consent for data collected and processed by Lytx to perform the Services) prior to enabling or allowing continued enablement of the Services.

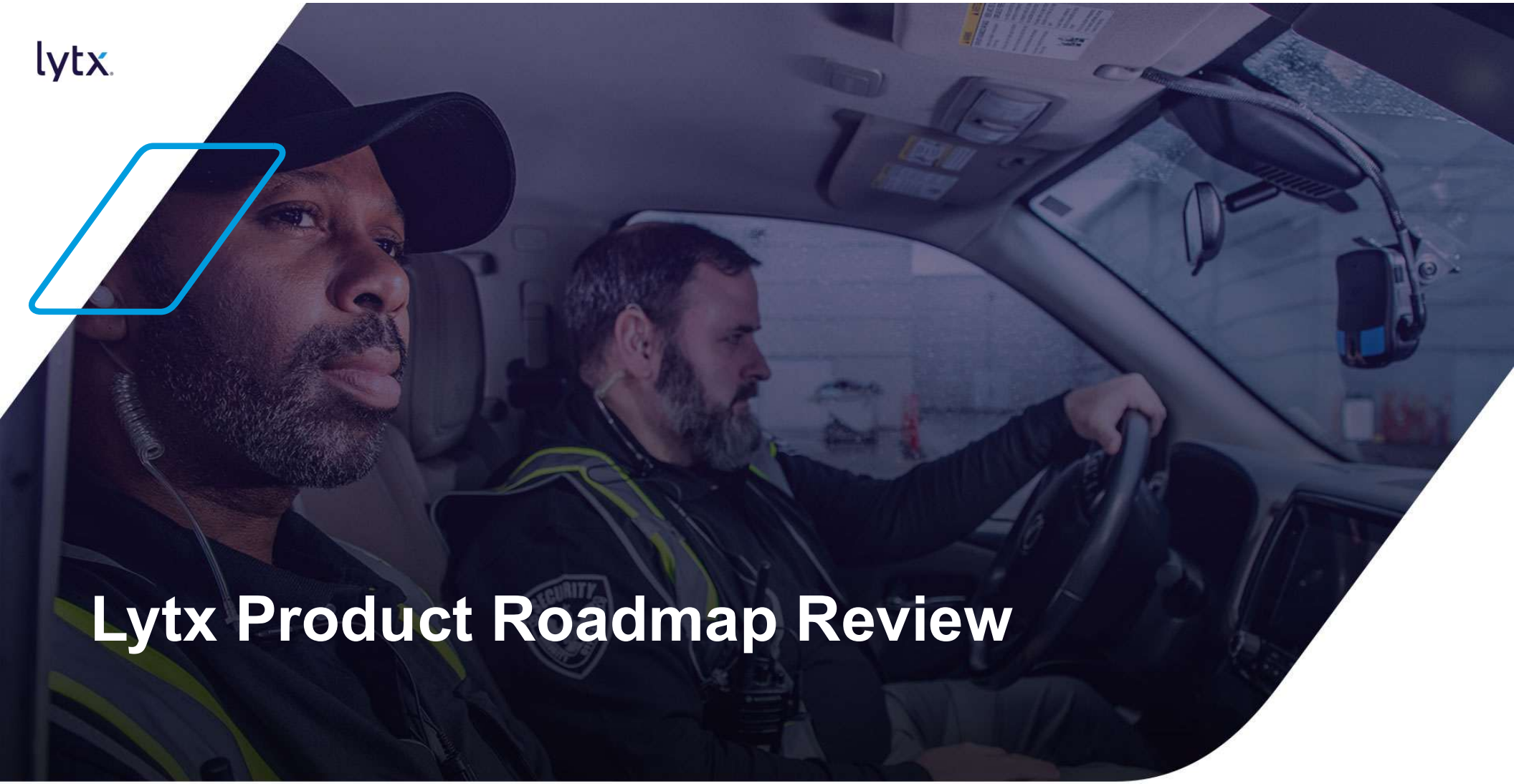
Live Stream: THE LIVE STREAM CAPABILITIES AVAILABLE WITH LYTX VIDEO SERVICES PROVIDE A VIEW FROM THE SELECTED CAMERA AND A GPS MAP LOCATION. THE LIVE STREAM WILL HAVE AN APPROXIMATE DELAY OF 10-15 SECONDS. CLIENT ACKNOWLEDGES AND AGREES LIVE STREAM SHOULD NEVER BE USED TO ASSIST THE DRIVER IN OPERATING THE VEHICLE AND CLIENT ACKNOWLEDGES THE FOREGOING WARNING, FOR ITSELF AND CLIENT'S DRIVERS (WHOM CLIENT AGREES TO REGULARLY WARN AND INSTRUCT ON PROPER USE OF LIVE STREAM).

API: For any included API, Lytx will provide documentation on how the API works. Client is responsible for API integration and programming.

Termination: Any termination shall be effective on the last day of the billing period in which a written termination notice is received by Lytx or such later date specified in the notice. If the cellular network utilized by the Products is no longer available due to retirement or other termination, Lytx reserves the right to terminate the impacted Services, or provide reasonable substitutions to continue Services, without penalty.

Notice: To the extent not exempt, this contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Lytx Drive Cam Contract Renewal			
Current Contract			
Product	**Quantity**	**Unit Fee**	**Total Per Month**
Lytx DriveCam VER	488	$ 19.14	$ 9,340.32
Driver Safety Progr	488	$ 7.94	$ 3,874.72
Fleet Tracking Serv	488	$ 2.34	$ 1,141.92
Total	**488**	**$ 29.42**	**$ 14,356.96**
TCV (60 Months)	**$**		**861,417.60**
Proposed Contract			
Product	**Quantity**	**Unit Fee**	**Total Per Month**
Lytx DriveCam VER	488	$ 20.22	$ 9,867.36
Driver Safety Progr	488	$ 7.94	$ 3,874.72
Fleet Tracking Serv	488	$ 2.34	$ 1,141.92
High Quality Video	488	$ 1.00	$ 488.00
Facial Recognition	488	$ 3.00	$ 1,464.00
Total	**488**	**$ 34.50**	**$ 16,836.00**
TCV (60 Months)	**$**		**1,010,160.00**



Lytx Product Roadmap Review

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LYTX DRIVER SAFETY PROGRAM – CURRENT PRICING

CURRENT AGREEMENT

Product	Count	Annual Fee	Annual Total
Driver Safety Program Fleet Tracking Service Alliance Plan	488	$353	$172,264

Account Details

- 488 Total Active Devices in May
  - 393 SF300
  - 54 SF300v2
  - 41 SF400

- Subscription End Dates: 9/30/2026 (421) 11/30/2027 (28) 4/30/2029 (8) 11/30/2029 (10) 1/31/2030 (6) 6/30/2030 (15)

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Lytx SF400 Overview

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Lytx DriveCam®
SF400 Event Recorder

Built to transform your fleet

- ✓ 4G connectivity
- ✓ Real-time, in-cab alerts*
- ✓ ECM cables for light-duty (OBDII) and heavy-duty vehicles (J1939)
- ✓ Industrial-grade design
- ✓ Dual wide-angle lenses
- ✓ Audio recording
- ✓ Clear night video

*Lytx MV+AI technology is a driver aid only. Drivers should never wait for a warning before taking measures to avoid an accident. The MV+AI distraction detection and alerting technology does not collect, store, or use any biometric identifiers or biometric information (e.g., scans of facial geometry) to detect distracted driving behaviors. See https://www.lytx.com/driver-information

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SF-Series

MODEL COMPARISON

FEATURES	SF64	SF200	SF300	SF400
MV+AI* road-view events Rolling Stop, Following Distance, Critical Distance, Lane Departure	Limited (Rolling Stop Trigger Only)	Limited (Rolling Stop Trigger Only)	Yes (Full set)	Yes (Full set)
MV+AI* inside-view events Cell Phone Use, Unbelted Driver, Food and Drink, General Distraction, Driver Smoking	No	No	Yes	Yes
Audio alerts	No	No	Yes	Yes
Video quality	Standard definition	High definition	High definition	High definition Improved dynamic range and field of view
Camera hardware spec	752 x 548	1280 x 720	1280 x 720	1920 x 1080
Internal storage	64 GB	128 GB	128 GB	256 GB
Video storage total**	Up to 100 hours	Up to 200 hours	Up to 200 hours	Up to 400 hours
Backup battery	Non-rechargeable	Rechargeable	Rechargeable	Rechargeable
Lytx badge (Driver ID)	No	Yes	Yes	Yes
ELD supported	No	No	Yes	Yes

*The MV+AI technology is a driver aid only. Drivers should never wait for a warning before taking measures to avoid an accident. The MV+AI distraction detection and alerting technology does not collect, store or use any biometric identifiers or biometric information (e.g., scans of facial geometry) to detect distracted driving behaviors. See https://www.lytx.com/driver-information.

**Maximum number of hours of video storage for both inside and outside lenses.

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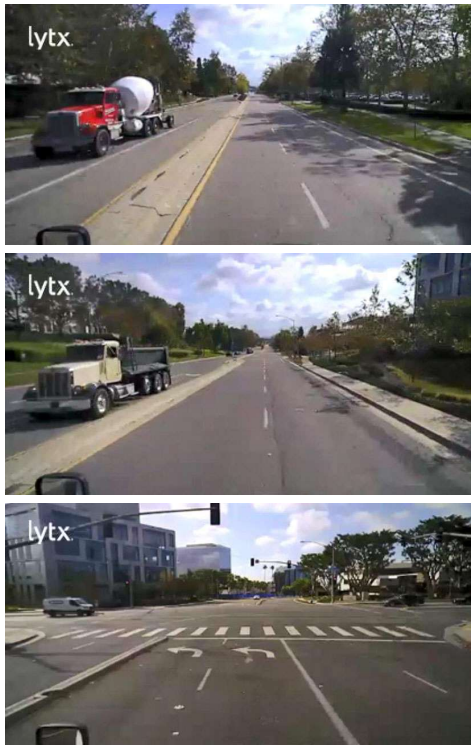
VIDEO QUALITY COMPARISON

SF300 vs. SF400

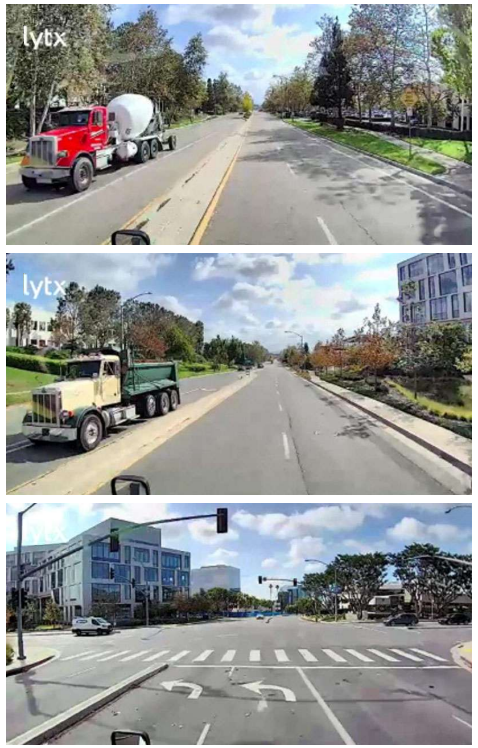
The SF400 delivers:

- Attributes of the new custom modern camera lens and system integration settings on the SF400 contribute to a noticeable improvement in video quality.
- Improved dynamic range and field-of-view specs on the SF400 (vs. SF300) contribute to the overall result.
- These improvements can help fleet managers identify road conditions and risks such as cracks in the road, details of nearby vehicles, and overall landscape.

SF300 EXAMPLE



SF400 EXAMPLE



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SF400

FEATURES AND BENEFITS

FEATURES		BENEFITS
Powerful AI technology	**Integrated MV+AI**	Advanced Machine Vision and Artificial Intelligence capture and accurately categorize risky driving behaviors.
	Risk ID without recording	Manages distracted driving and other unwanted behaviors without recording video of the driver.
	Over-the-air updates	Provides access to a continuous stream of new features as our AI capabilities continue to expand.
Advanced hardware	**Dual wide-angle lens**	Our wide angle, dual lens shares the big picture—on the road and inside your vehicle.
	Low-light visibility	High-lumen infrared LED lights can provide clear visibility, even at night.
	Integrated microphone	Sound recordings from inside and outside the vehicle help ensure that you'll have all the details when an incident occurs.
Enhanced operational visibility	**Live streaming***	See what's happening in and around vehicles in near real time.
	Side and back-up views	Connect up to four additional cameras using the Lytx Hub® Adapter and additional SF-Series or third-party auxiliary cameras.
	Continual video	Records up to 400 hours of reliable, continual video.
	ECM connected	Captures speed, fuel, and vehicle data directly from your vehicle's engine tool.
Driver-friendly	**Manual recording buttons**	Enables your drivers to proactively record video when needed.
	Built-in Driver ID solution	Quickly identify by badge which drivers are using your vehicles at different times without installing additional equipment.
	Real-time In-cab alerts**	Light and audio alerts notify drivers of their risky behaviors, helping them stay focused on the road.
	Multi-language audio alerts	Alerts drivers in their preferred language. Available in English, Spanish and French Canadian.

*Live stream feature may have an approximate delay of 10 seconds. Live stream should never be used to assist the driver in operating the vehicle. The driver is responsible for the safe operation of the vehicle at all times and must always take measures to avoid an accident. Subject to available cellular network coverage.

**The MV+AI technology is a driver aid only. Drivers should never wait for a warning before taking measures to avoid an accident. The MV+AI distraction detection and alerting technology does not collect, store, or use any biometric identifiers or biometric information (e.g., scans of facial geometry) to detect distracted driving behaviors. See https://www.lytx.com/driver-information.

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Machine vision and artificial intelligence triggers

Proactively address risk and enable your drivers to self-correct via Lytx MV+AI

Road-View Triggers

- Lane Departure*
- Critical Distance
- Following Distance
- Rolling Stop**

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In-Cab Triggers

- Driver Smoking
- Food and Drink
- Handheld Device
- No Seat Belt
- Inattentive
- Lens Obstruction

*Heavy Duty Vehicles Only
**Audio alerts for rolling stop are set to disabled/off by default

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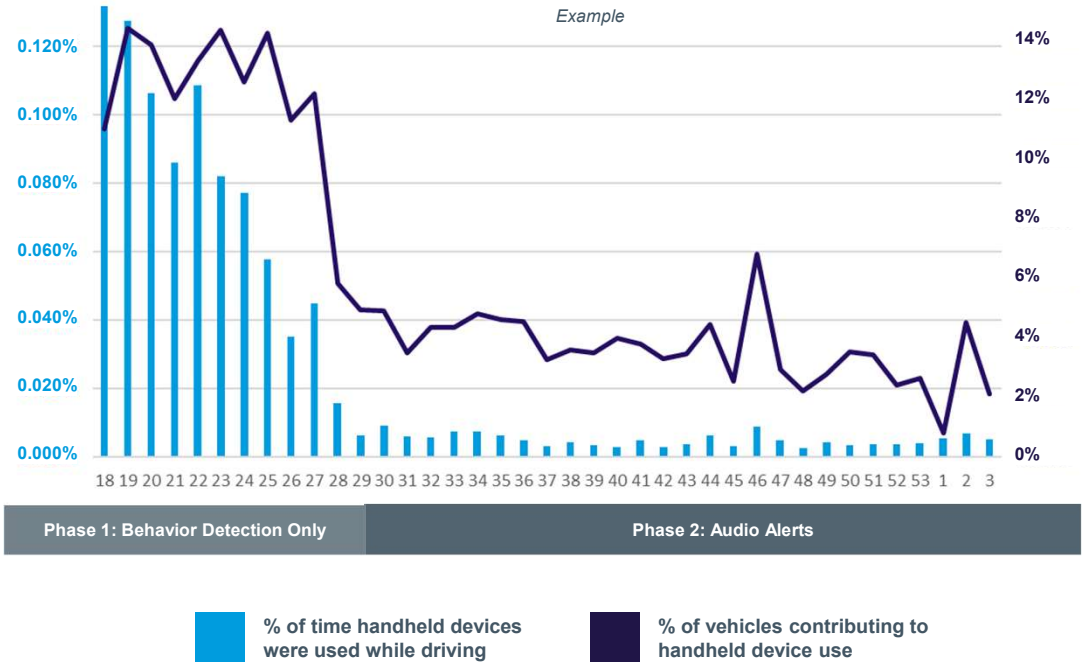
Drivers respond to audio alerts

HANDHELD DEVICE USE WITH AUDIO ALERT

Insights

1. Audio alerts helped immediately reduce handheld device use by >50%
2. >50% reduction was sustained over a 29-week period



1,500 vehicles were monitored for handheld device use over a period of 39 weeks.

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Lytx Driver Safety Program Overview

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SIDE-BY-SIDE COMPARISON

Driver Safety Program

VS

Risk Detection Service

FEATURES	DRIVER SAFETY PROGRAM	RISK DETECTION SERVICE
Advanced MV+AI and real-time in-cab alerts*	✓	✓
Risk ID without recording	✓	✓
24/7 video access	✓	✓
Driver check-in via Lytx Driver App (Review videos, etc.)	✓	✓
Custom reports including collision industry insights & map analysis	20 Reports	9 Reports
Customizable coaching workflows (Face-to-face, remote, self-coaching) including coaching effectiveness scoring	✓	✗
Self-coaching workflow in Lytx Driver App	✓	✗
Professional (human) review of events**	✓	✗

**The MV+AI technology is a driver aid only. Drivers should never wait for a warning before taking measures to avoid an accident. The MV+AI distraction detection and alerting technology does not collect, store, or use any biometric identifiers or biometric information (e.g., scans of facial geometry) to detect distracted driving behaviors. See https://www.lytx.com/driver-information.

**The range of events that undergo human review varies.

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Lytx® Driver Safety Program

DRIVER SAFETY CYCLE

Change behavior by coaching drivers to be aware of their habits. The Lytx coaching process puts fleets on the fast track to improving driver performance and minimizing risk on the road.

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Lytx Driver Safety Program

Real-time Alerts

Drivers are prompted with light and audio alerts that can help them self-correct in the moment.

Driver Check-in

Drivers watch their own videos and review performance metrics for a new perspective on past events.

Driver Coaching

Tasks are prioritized and sent for face-to-face coaching, or escalated based on score threshold.

Lytx MV+AI technology is a driver aid only. Drivers should never wait for a warning before taking measures to avoid an accident. Lytx MV+AI distraction detection and alerting technology is designed to respect driver privacy because it does not collect, store or use any biometric identifiers or biometric information (i.e., scans of facial geometry) to detect distracted driving behaviors. See www.lytx.com/driver-information.

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Driver Recognition

Identify drivers with the least coachable events over configurable distances and time periods to acknowledge safe driving habits.

2024:

Positive assessment dashboards

- Easily identify drivers exhibiting an absence of risk
- Acknowledge drivers with safe driving habits in the application

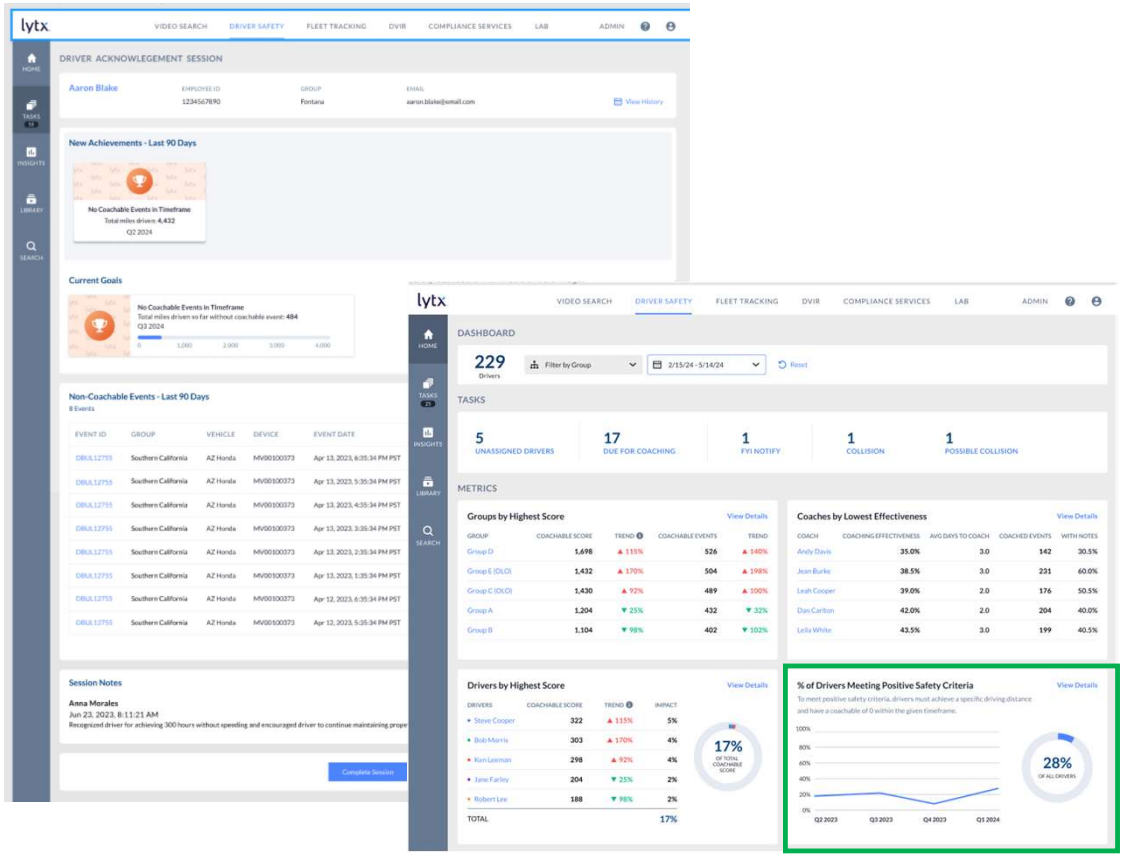
Future:

Safe driving behaviors

- Identify and present safe driving behaviors

Gamification

- Reward positive driving practices and re-enforce good behavior



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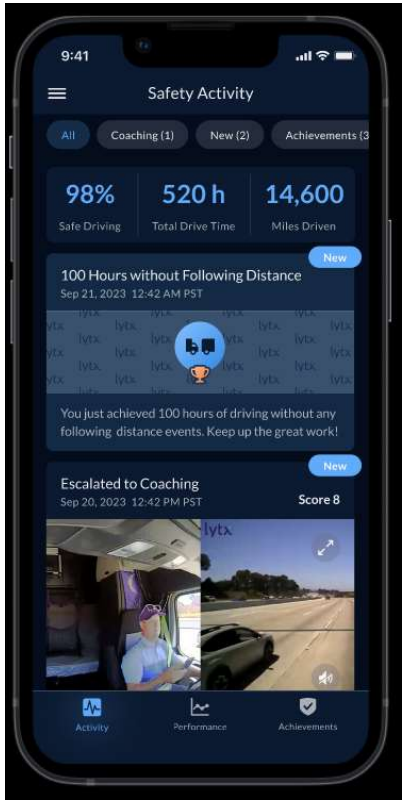
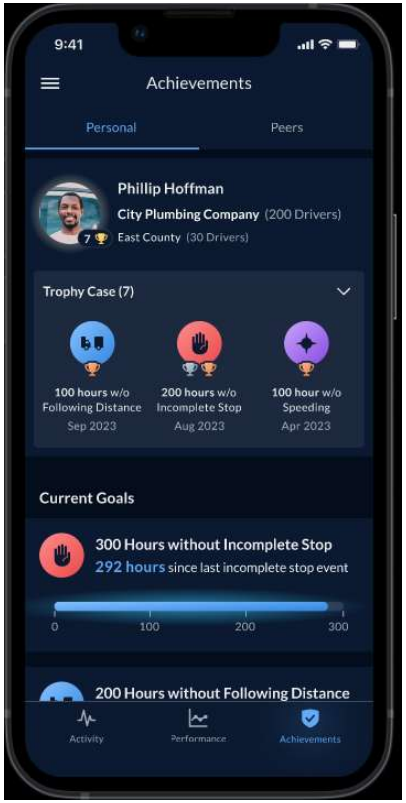
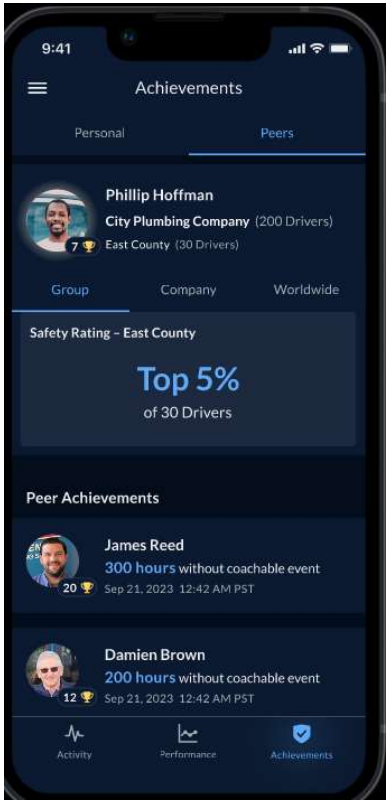
Enhanced Self-Coaching

All positive recognition and gamification is carried through to the driver app







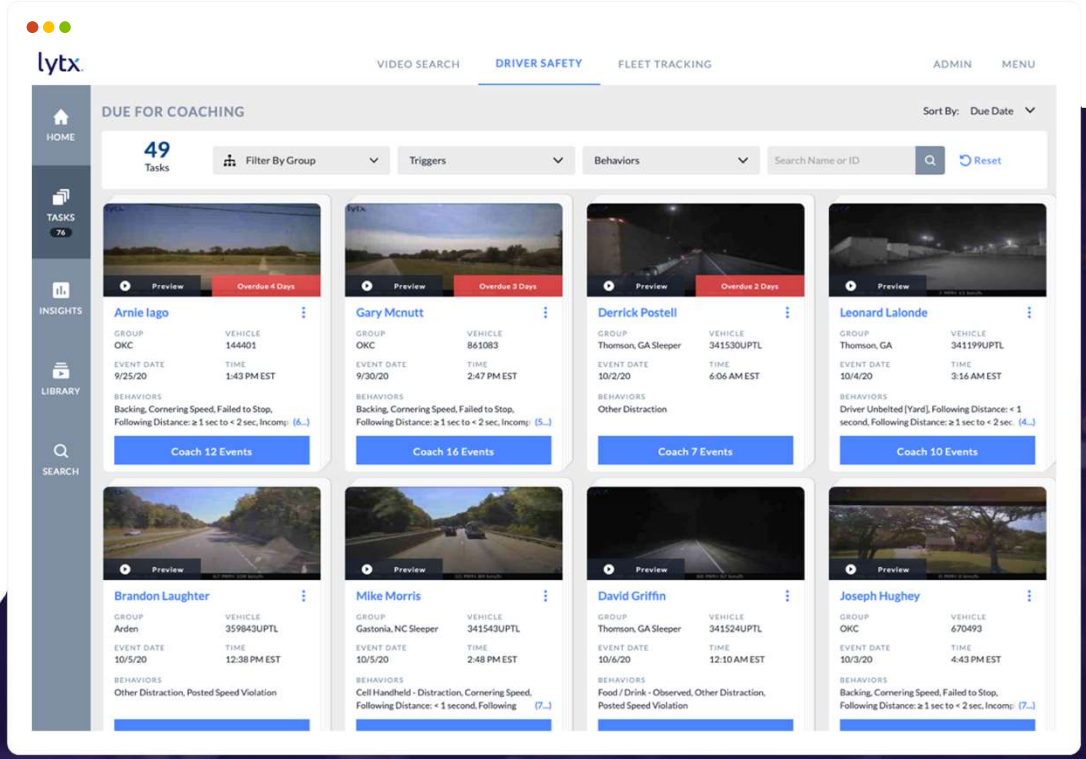
Customize your coaching program

MANAGE VOLUME FOR OPTIMAL EFFICIENCY AND RESULTS

What you want to coach

When you want to coach

How you want to coach



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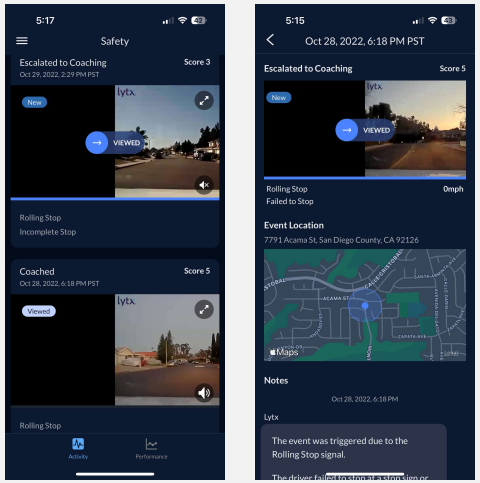
Engaging Drivers

Ensuring transparency and empowerment

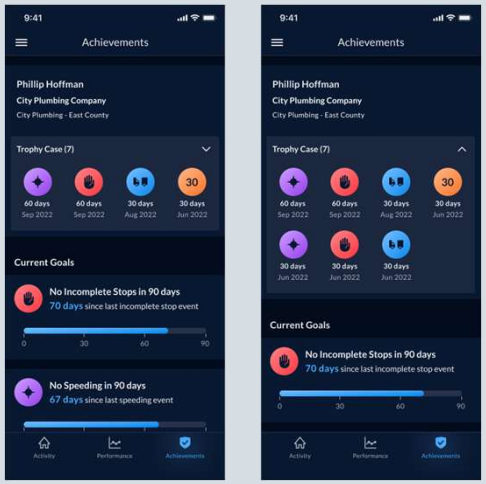


Now: Self / Remote Coaching:

View events and submit notes without a F2F session

Now: Performance Monitoring:

Enable transparency with performance metrics and group/company benchmarks



Recognition & Achievements:

Track progress and collect behavior-based achievements

lytx Driver App
Available for Download at:
GET IT ON Google Play
Download on the App Store

Portfolio of behaviors

LYTX DELIVERS ONE OF THE BROADEST RANGES OF BEHAVIORS

OUTCOME

1. No Collision
2. Near Collision – Unavoidable
3. Near Collision
4. Possible Collision
5. Collision
6. Catastrophic Event

FUNDAMENTALS

7. Failed to Keep an Out
8. Too Fast for Conditions
9. Unsafe Lane Change
10. Following Distance < 1 second
11. Following Distance >= 1 sec to < 2 seconds
12. Following Distance >= 2 sec to < 3 seconds
13. Following Distance >=3 sec to < 4 seconds
14. Lane Departure

TRAFFIC VIOLATIONS

15. Incomplete Stop
16. Failed to Stop
17. Red Light
18. Posted Speed Violation
19. Speed Policy Violation
20. Not on Designated Roadway
21. Other Violation
22. Rolling Stop

AWARENESS

23. Late Response
24. Blank Stare
25. Not Scanning Roadway
26. Intersection Awareness
27. Mirror Use

DISTRACTIONS

28. Inattentive
29. Passenger
30. Handheld Device
31. Food or Drink
32. Food / Drink – Distraction
33. Food / Drink – Observed
34. Cell Phone Handheld – Distraction
35. Cell Phone Handheld – Observed
36. Cell Phone Hands Free – Observed
37. Cell Phone Hands Free – Distraction
38. Electronic Device – Observed
39. Electronic Device – Distraction
40. Other Communication Device – Observed
41. Other Communication Device – Distraction
42. Other Distraction

OTHER CONCERNS

43. Driver Smoking
44. Lens Obstruction
45. Camera Issue
46. Unusual Event
47. Passenger Unbelted
48. No Seat Belt
49. Parked-Highway/Ramp
50. Driver Unbelted – Roadway
51. Driver Unbelted – Residential Roadway
52. Driver Unbelted – Off Identifiable Roadway
53. Driver Unbelted – Company Premises
54. Driver Unbelted – Parking Lot
55. Driver Unbelted – Yard
56. Driver Unbelted – Landfill

DRIVER CONDITION

57. Drowsy
58. Falling Asleep

DRIVER CONDUCT

59. Aggressive
60. Aggressive – Level 2
61. Other Concern
62. Positive Recognition

CUSTOM BEHAVIORS

63. Animal Strike
64. Backing
65. Child Present
66. Cornering Speed
67. Emergency Status
68. Forks Policy
69. High Flagging
70. Loose Object in Cab
71. Loose Object in Cargo Area
72. Open Laptop
73. Passenger(s) in Vehicle
74. Passenger Fall
75. Passenger Too Far Forward
76. Pedestrian or Bicyclist
77. Railroad Crossing
78. Railroad Crossing (Passenger Onboard)
79. Right Side Driving
80. Roadway Pick-up
81. Rollaway
82. Sleeper Berth Securement
83. Tandem Slide
84. Trailer Issue/Detachment
85. Unsafe and Not Necessary
86. U-Turn
87. Open Cargo Door

and more…

Gray = Human Review
Blue = Automated/Machine Review (MV+AI, Geospatial)

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DVIR Service

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Lytx Driver App

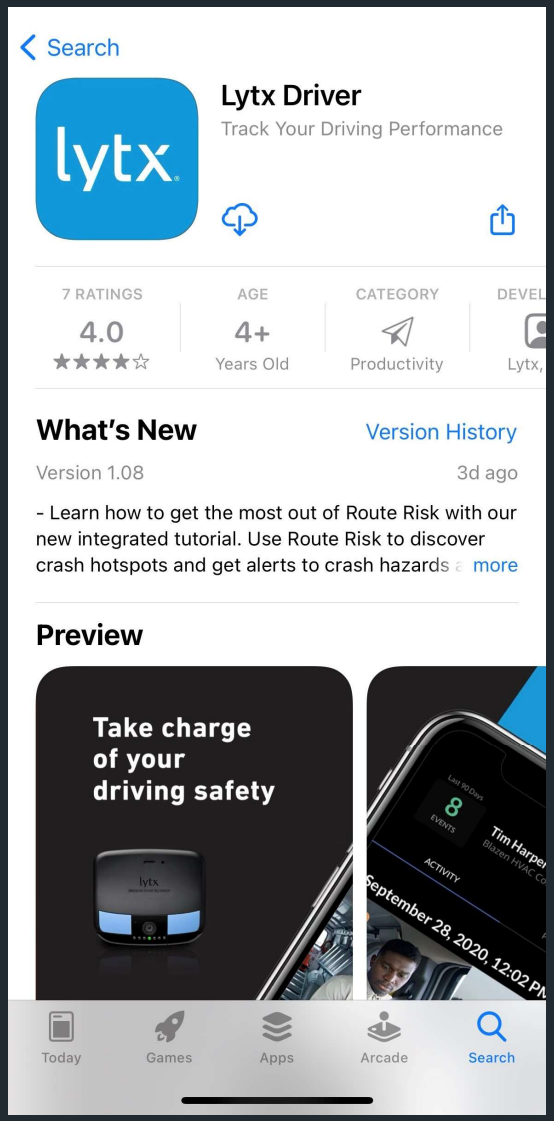
The mobile app makes it easy for drivers to complete DVIRs, document defects, and get required signatures.

Complete inspections quickly: pre-populated checklist has checkmarks for each item, making it easy to complete.

Upload photos and 10-second video: document defects clearly and help mechanic identify issues.

Include walk-around photos for each pre-trip

Start mechanic sign-off: hand your phone to the mechanic and they sign off on repairs without a Lytx Account.



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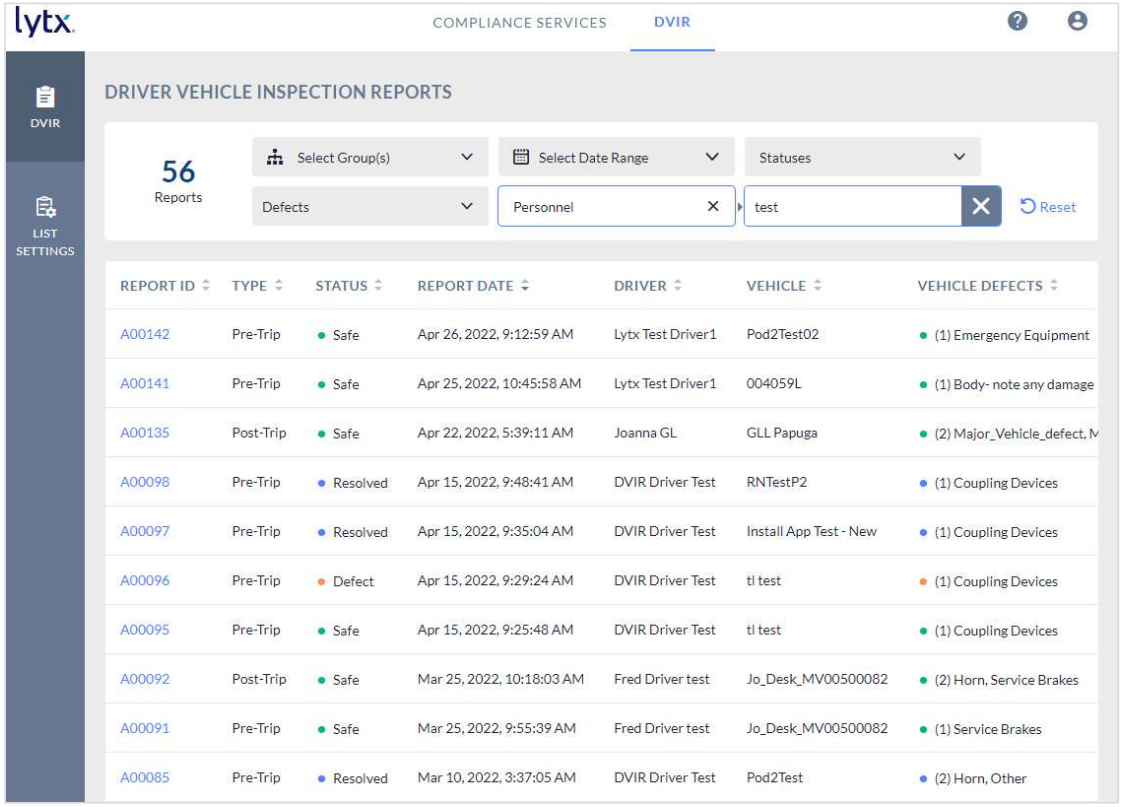
Lytx Account

Support Roles and Full Access users can manage all aspects of DVIR, from resolving defects to assigning inspection lists, in the Lytx DVIR Service.

Resolve defects: review DVIRs completed by drivers and sign for defect resolutions.

Manage fleet health: use the filters to find DVIRs with outstanding repairs and defects.

Customize inspection lists: create new or modify a default inspection list and assign it to specific vehicles. Assign up to 5 lists to a single vehicle.



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Driver Workflow: No Defects or Minor Defects Only

At the end of the inspection, if the vehicle has no defects or minor defects only, driver can sign and certify the inspection, and the vehicle is now labeled as safe to operate.

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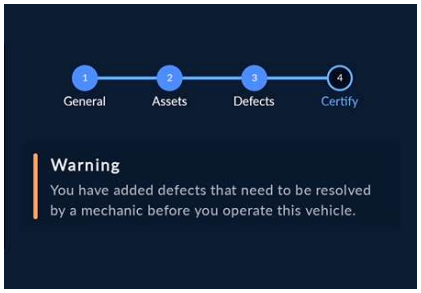
Workflow Overview: Major Defects

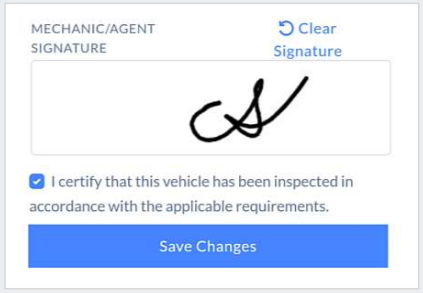
If there are major defects, three signatures are required before the vehicle is labeled as safe to operate.



Signature #1:
Driver on Driver App

Signature #2:
Mechanic on Driver App

or
Admin on Lytx Account



Signature #3:
Next driver on Driver App

Safe

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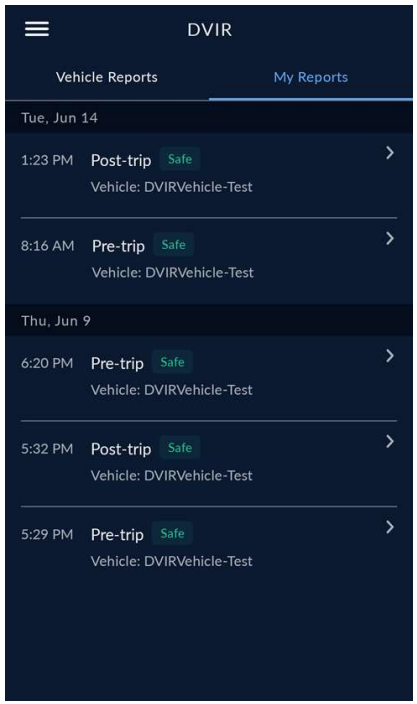
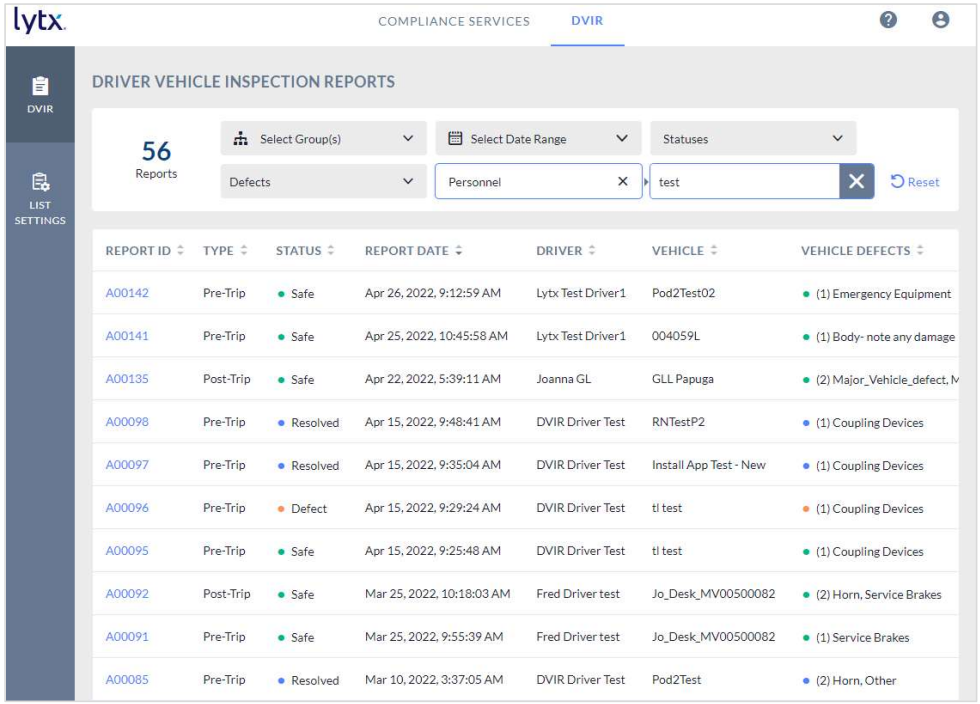
Report Retention

DVIR reports are stored in Lytx Account for up to 90 days to meet compliance requirements. If you want to store reports longer, you can download them as PDF files.



Lytx Driver App

30 days



Lytx Account

90 days

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Lytx Hub Adapter Overview

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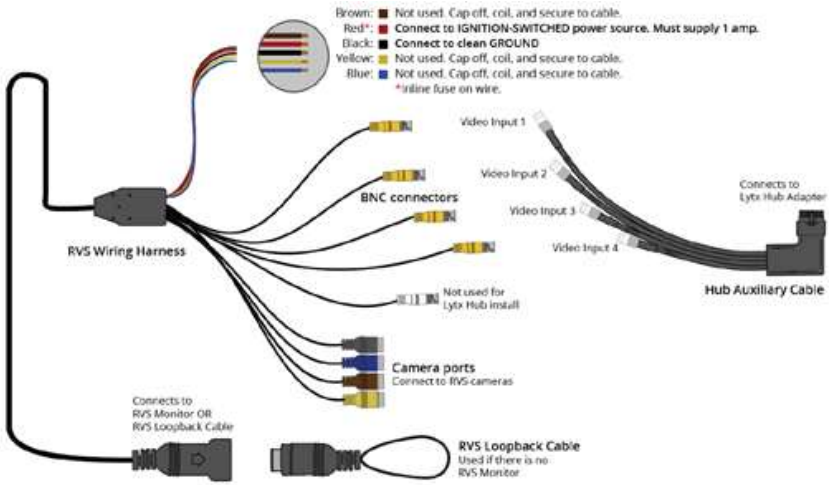
HUB Adapter Overview

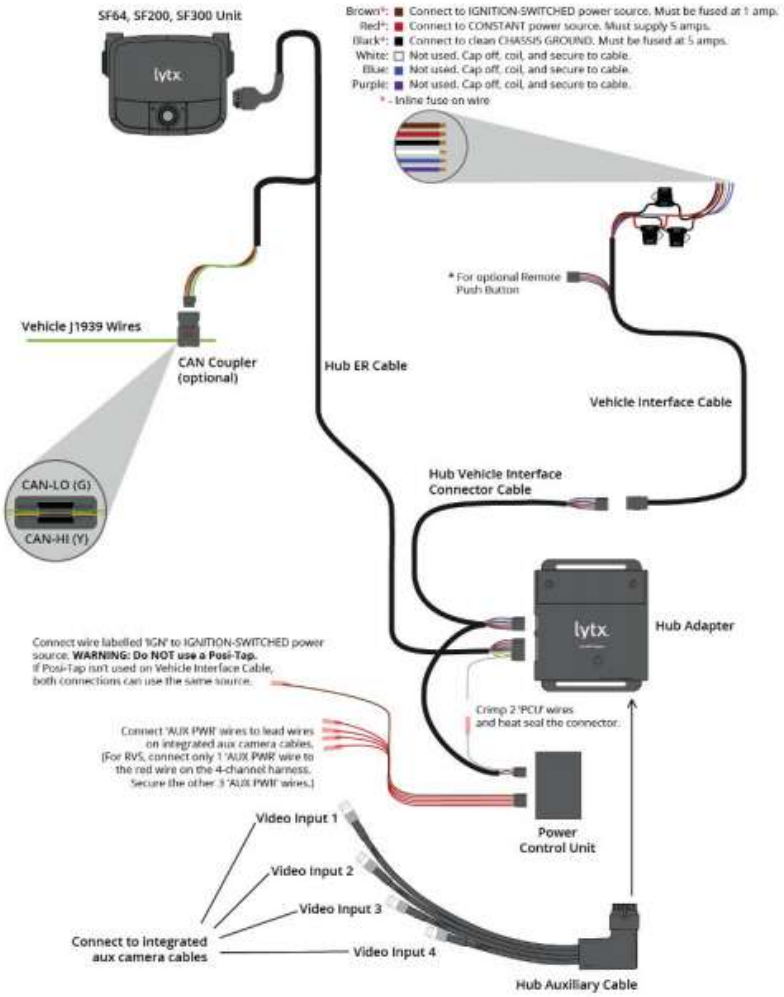
The Lytx Hub™ Adapter Kit is designed to pair with a compatible Lytx® event recorder to easily integrate with new or existing third-party auxiliary cameras to provide more views around a vehicle.

- Supported by SF64, SF200, SF300, SF400
- Records 200 hours (50 hours for each camera)

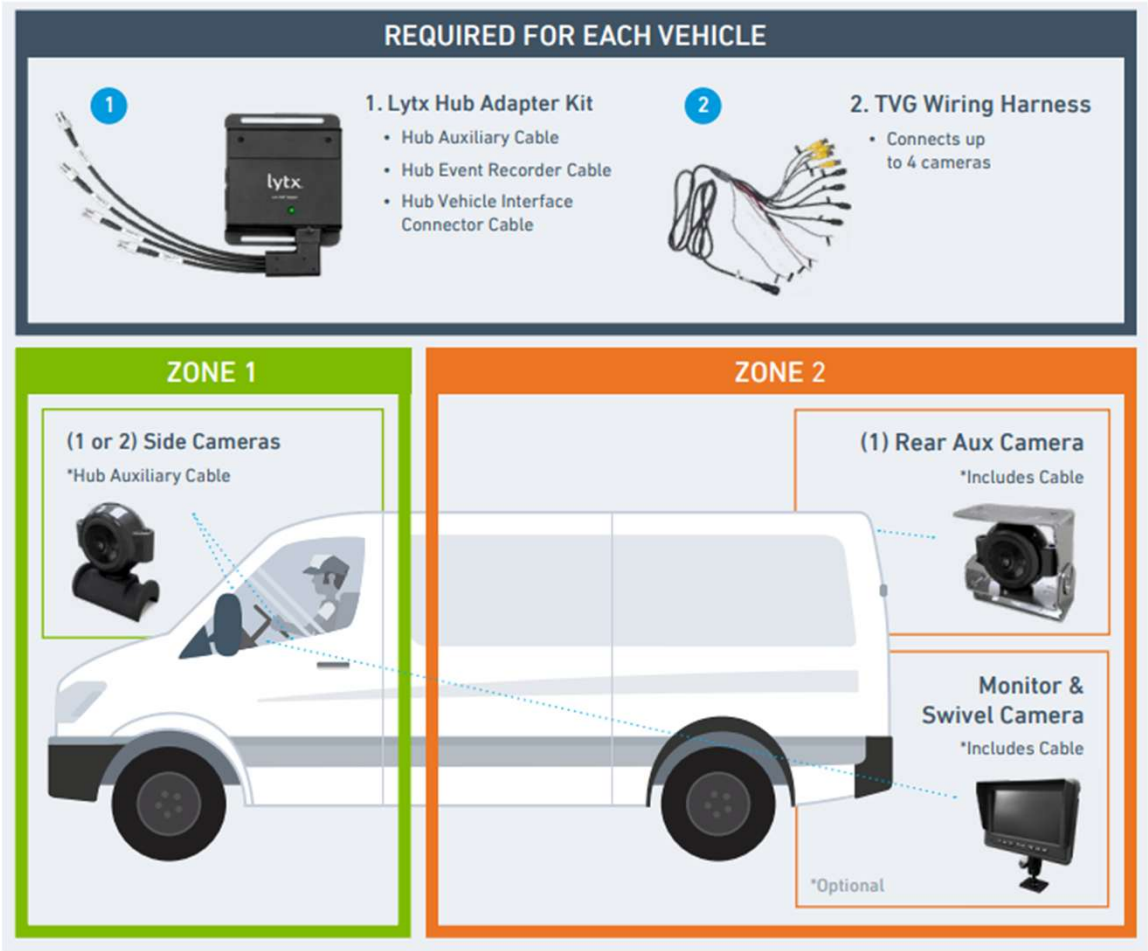
  (memory is in the HUB)
- Available for self–installation

HUB Wiring


Brown: Not used. Cap off, coil, and secure to cable.
Red*: Connect to IGNITION-SWITCHED power source. Must supply 1 amp.
Black: Connect to clean GROUND
Yellow: Not used. Cap off, coil, and secure to cable.
Blue: Not used. Cap off, coil, and secure to cable.
*Inline fuse on wire.
Video Input 1
Video Input 2
Video Input 3
Video Input 4
Connects to Lytx Hub Adapter
BNC connectors
RVS Wiring Harness
Not used for Lytx Hub install
Hub Auxiliary Cable
Camera ports
Connect to RVS cameras
Connects to RVS Monitor OR RVS Loopback Cable
RVS Loopback Cable
Used if there is no RVS Monitor


SF64, SF200, SF300 Unit
lytx
Brown*: Connect to IGNITION-SWITCHED power source. Must be fused at 1 amp.
Red*: Connect to CONSTANT power source. Must supply 5 amps.
Black*: Connect to clean CHASSIS GROUND. Must be fused at 5 amps.
White: Not used. Cap off, coil, and secure to cable.
Blue: Not used. Cap off, coil, and secure to cable.
Purple: Not used. Cap off, coil, and secure to cable.
* - Inline fuse on wire
* For optional Remote Push Button
Vehicle J1939 Wires
CAN Coupler (optional)
Hub ER Cable
Vehicle Interface Cable
CAN-LO (G)
CAN-HI (Y)
Hub Vehicle Interface Connector Cable
lytx
Hub Adapter
Connect wire labelled 'IGN' to IGNITION-SWITCHED power source. WARNING: Do NOT use a Posi-Tap. If Posi-Tap isn't used on Vehicle Interface Cable, both connections can use the same source.
Crimp 2 'PCLF' wires and heat seal the connector.
Connect 'AUX PWR' wires to lead wires on integrated aux camera cables. (For RVS, connect only 1 'AUX PWR' wire to the red wire on the 4-channel harness. Secure the other 3 'AUX PWR' wires.)
Power Control Unit
Video Input 1
Video Input 2
Video Input 3
Video Input 4
Connect to integrated aux camera cables
Hub Auxiliary Cable

Lytx Hub Adapter Installation Zones



Lytx Hub Solutions

Hub Solutions			
		ZONE 1	ZONE 2
TRUCKING*	Tractor trailer (back of tractor only), tanker, delivery truck ** Does not include detachable trailers*	YES	YES
TRANSIT	School Bus, Paratransit, Cutaway	YES	YES
	Transit Bus, Coach Bus	NO	NO
WASTE	Front Loader, Side Loader, Rear Loader, Roll Off	YES	YES
HEAVY DUTY	Concrete, Cement Mixer, Hauler, Dump Truck	YES	YES
LIGHT DUTY	SUV, Mini-van	YES	NO
	Cargo Van, Ambulance, Pickup	YES	YES

Lytx Hub Adapter Solution Options

	Option 1	Option 2	Option 3
	Lytx provides end-to-end solution	**Client purchases cameras directly from TVG and Self Installs**	**Customer has existing aux cameras installed**
Customer Profile	I only want to work with one vendor for complete solution design, purchase and installation	I am focused on costs and have the resources to do solution design and install auxiliary cameras in-house	I already have existing auxiliary cameras and I want to integrate with the Lytx HUB adaptor
Cameras	Purchase from Lytx	Purchase directly from TVG using Lytx approved parts list	Already installed AND on our **Third Party Auxiliary Camera Compatibility List**
Solution Design	Lytx IPM	Customer	N/A
Lytx Installation Services	Install HUB Install Aux Cameras	Install HUB Integrate Aux Cameras	Install HUB Integrate Aux Cameras
Customer Effort	Low	High	Low

Lytx DriveCam Product Roadmap

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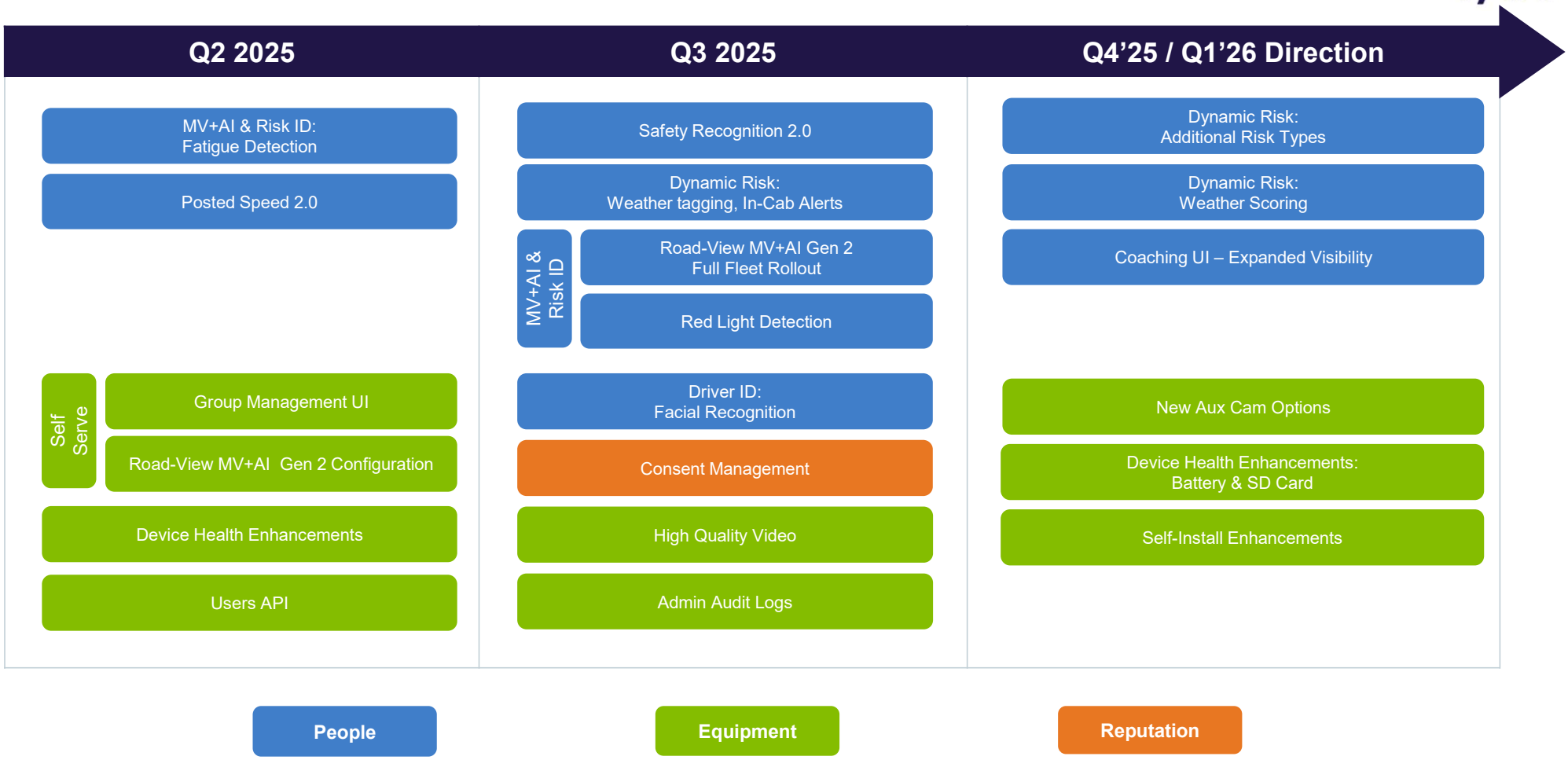
Lytx DriveCam® 12-Month Roadmap



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Product roadmap is for informational purposes only, is subject to change, and should not be relied upon in making purchasing decisions. Feature availability may vary by region.

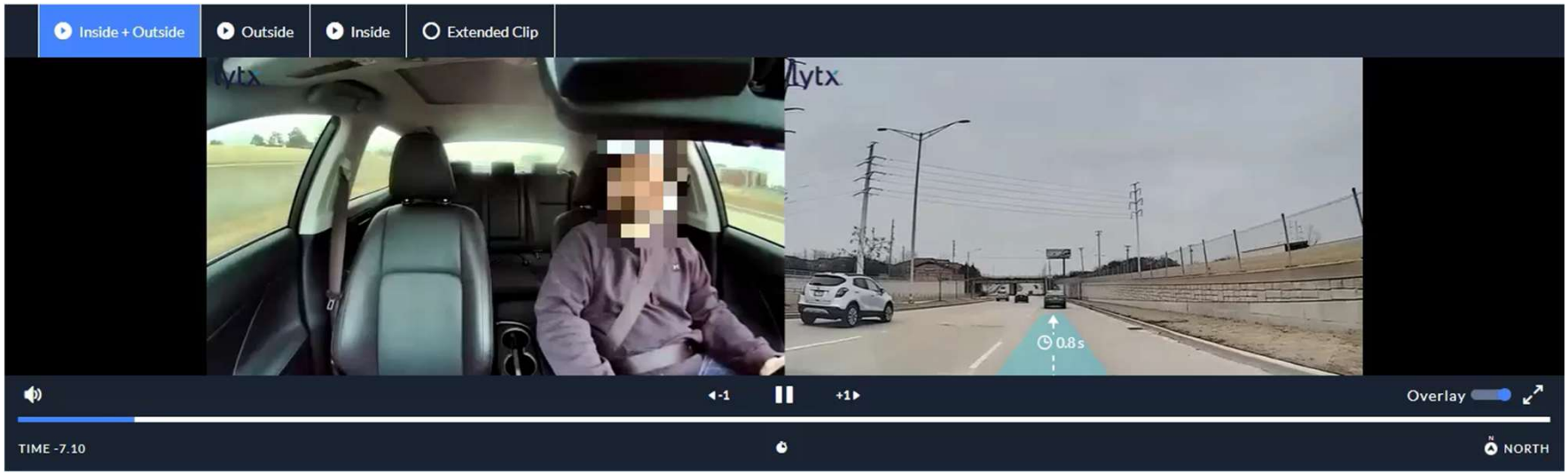
Following Distance | *DELIVERED Q1'25*

CONTEXT BOOSTS COACHING EFFICACY

38%* of all coaching sessions address following distance behaviors.

A Picture is Worth a Thousand Words

- Visual representation enhances coaching.
- Pictures provide real-world context.
- Images help convey a complex risk.



*Based upon select sampling of Lytx client data.

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Telematics Geofence API | *DELIVERED Q1'25*

AUTOMATE GEOFENCE MANAGEMENT AND RETRIEVE GEOFENCE TRIGGERS

KEY BENEFITS:

Save Time & Reduce Errors

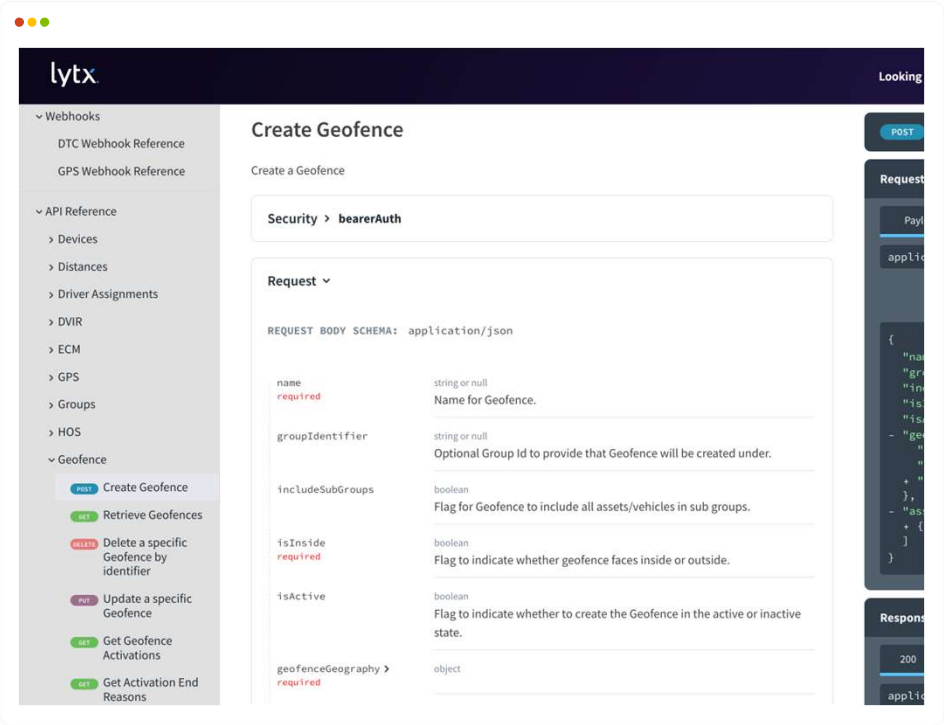
- Automate the creation, updates, deletions, and trigger retrieval of geofences, reducing manual effort and preventing mistakes.

Location Awareness & Prompt Action

- Instantly receive updates on geofence violations and take immediate actions, enabling fast responses to location-based events.

Operational Efficiency & Scalability

- Manage and track geofence triggers at scale, ensuring precise monitoring and engagement without manual oversight.



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Customer is responsible for API keys and any access to API or data provided by customer, its users or third parties authorized by Customer.

Dynamic Adjust for Illinois Restrictions | *DELIVERED Q1'25*

A CONFIGURABLE SOLUTION TO EMPOWER FLEETS

Ongoing surge in class action lawsuits

under the IL Biometric Information Privacy Act (BIPA) against fleets using distracted driving detection technology.

- When enabled, a **custom geofence is created** around the borders of Illinois (IL) that dynamically controls the in-cab MV+AI.
- When the vehicle crosses into the IL geofence, in-cab MV+AI features along with **visual & audio alerts, events and continual data** are disabled. However, in-cab video is still recorded.
- When vehicle exits the IL geofence, in-cab
- MV+AI features are re-enabled dynamically- automatically!
- **Future-proof your video safety investment** by selecting a vendor that offers the broadest range of configurability options; choose versatility in a fast-changing regulatory environment.

Source: https://www.thefirewall-blog.com/2025/03/interpretation-of-bipa-amendment-splits-the-courts-implications-for-businesses/

Lytx does not guarantee that Dynamic Adjust for Illinois Restrictions will be error-free, or that Lytx equipment and services will be compliant with the Illinois Biometric Information Privacy Act. All customers using Lytx technology, whether enabling or disabling Dynamic Adjust for Illinois Restrictions, are advised to consult with their own legal counsel regarding legal compliance in the jurisdictions where they operate, including, without limitation, requirements of applicable privacy laws.

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Fatigue Detection

DETECT EARLY SIGNS OF DROWSY DRIVING

18% of fatal crashes are estimated to involve a fatigued driver.

Even if the driver doesn't fall asleep, sleep deprivation causes similar mental impairment as drunkenness.

- Alerts for driver
- Text and email notifications for fleet managers
- More precision | Less noise

Source: AAA Foundation for Traffic Safety, https://aaafoundation.org/drowsy-driving-in-fatal-crashes-united-states-2017-2021/.

The MV+AI technology is a driver aid only. Drivers should never wait for a warning before taking measures to avoid an accident. The MV+AI distraction detection and alerting technology does not collect, store or use any biometric identifiers or biometric information (e.g., scans of facial geometry) to detect distracted driving behaviors. See www.lytx.com/legal/driver-information.

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Posted Speed 2.0

IMPROVES ACCURACY WITH DYNAMIC, CLOUD BASED SPEED DATA

Posted Speed 2.0

Speeding against cloud-based speed limits

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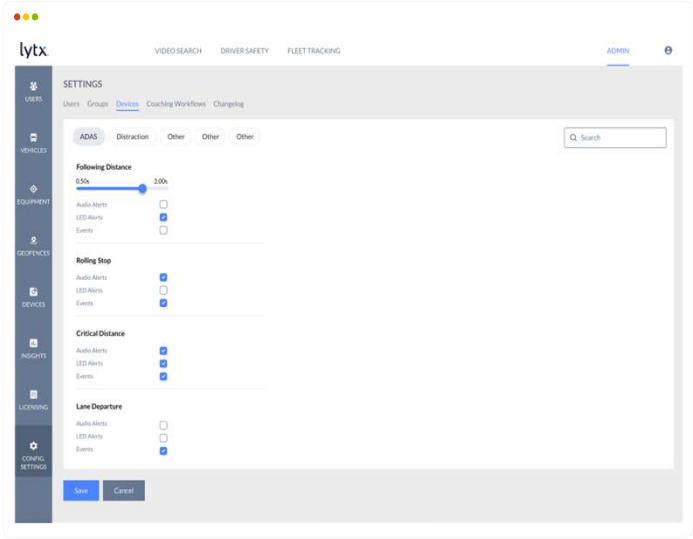
Self-Serve Feature Enablement

CLIENTS EMPOWERED TO CONFIGURE SETTINGS INDEPENDENTLY

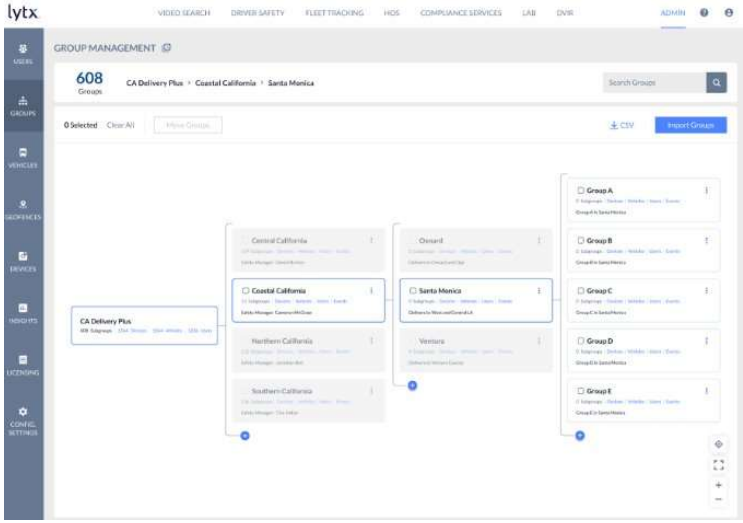
1. Visibility to Settings
2. Self Selection of Features
3. Audit Trail

Road-View MV+AI Gen 2 Configuration



- Apply settings to Road-View MV+AI Gen 2
- Customize which road-facing risks trigger driver alerts
- Choose which events to include in your safety program

Groups Management UI



- Adjust group settings directly in the UI
- View, add, edit, and move groups within a hierarchy tree
- Streamline workflows and take control of configurations

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Device Health Management

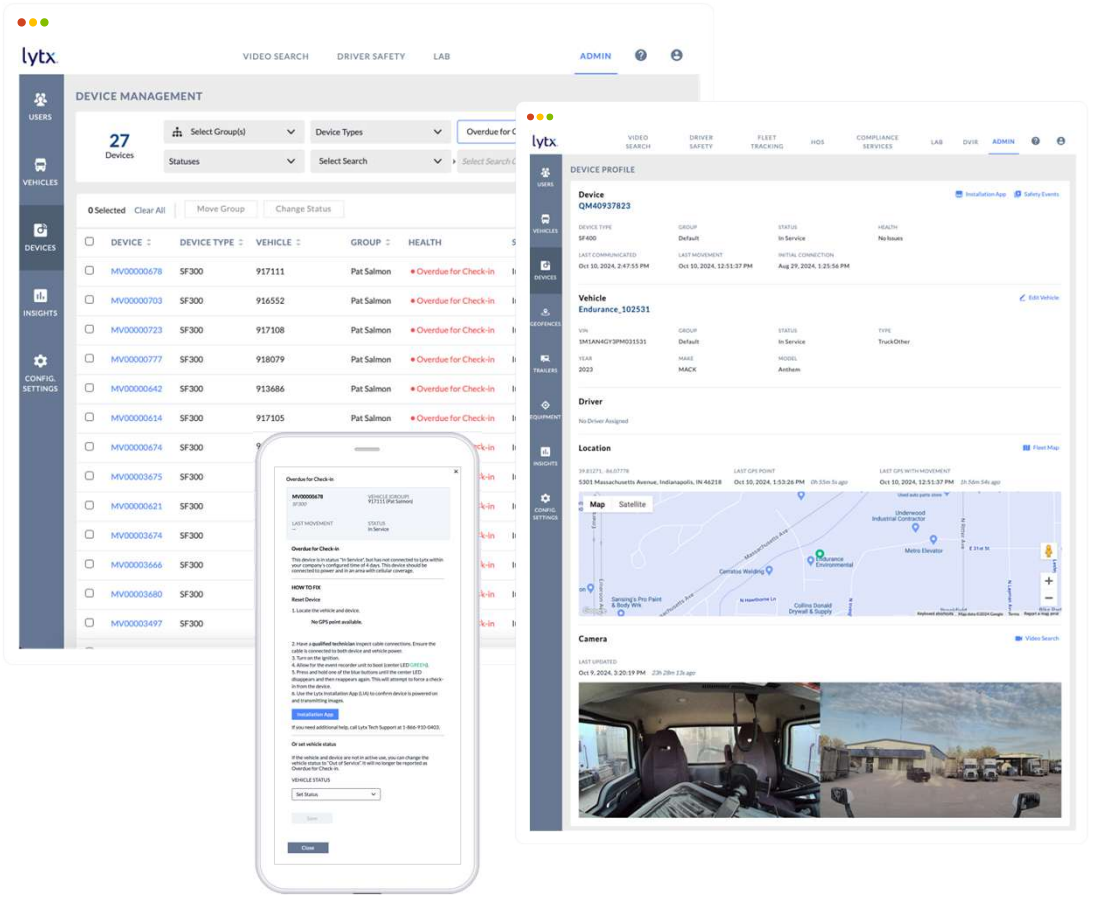
PROACTIVE INSIGHTS FOR RELIABLE SYSTEM MONITORING

Not-at-fault up to $10M+ judgement

Range of accident outcomes clients face where the availability of the accident video can make a difference.

Optimize device uptime

- Instantly correct device status, pinpoint power disconnects, and manage RMAs
- Snapshot of device health issues on home page
- Centralized dashboard to pair devices, check-in overdue units, review front and auxiliary camera views, and take direct action
- Access device profiles, track last-known locations, and review recent snapshots



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Source: https://www.marshmma.com/us/insights/details/nuclear-trucking-verdicts.html [39]

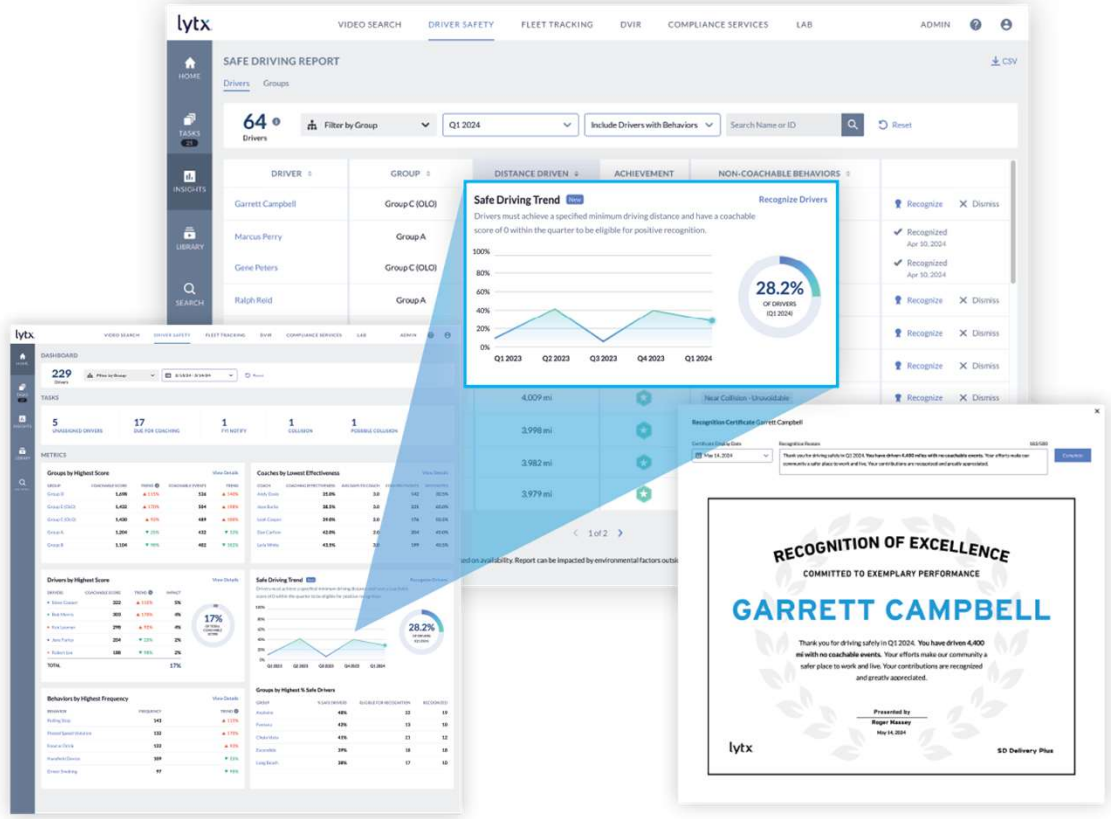
Safety Recognition

RECOGNITION PROGRAMS LEAD TO SAFER DRIVING AND HIGHER RETENTION

Now! (Safety Recognition 1.0 Delivered Q1'25)
- Recognition for safe driving behaviors
- Customizable certificates
- Safe driving trend dashboards

Up Next in Q3'25!
- Driver badges
- Mobile app integration

40% higher employee engagement among managers who offer positive recognition.



Source: https://www.achievers.com/blog/employee-recognition-statistics/

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Facial ID & Consent Management

ENHANCED DRIVER IDENTIFICATION FOR GREATER COMPLIANCE

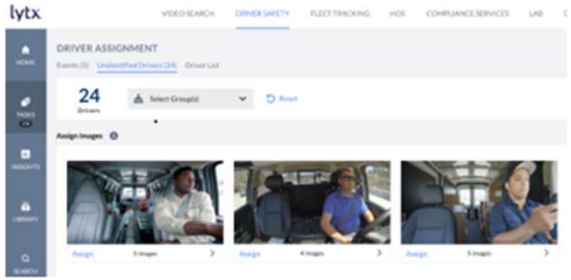
Driver ID Assignment

Only 29% of clients have over 70% of trips correctly identified.*

- Enables safety, recognition, and behavioral tracking
- Assures driver data is automatically associated for accuracy
- Built-in consent management workflow to help customers meet compliance obligations

Driver Detection

Driver Assigned



Driver Consent

*Based on internal sampling of Lytx clients.

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Dynamic Risk

TRANSFORMATIONAL APPROACH TO IDENTIFYING AND MANAGING RISK

OVER

70%

of U.S. roads are in regions that receive more than five inches of snow annually

Source: U.S. DOT Federal Highway Administration

OVER

20%

of crashes are weather related

Source: U.S. DOT Federal Highway Administration

Risk is not static.
Context is critical to accurate risk assessment.

SNOW

RAIN

CLEAR

PEDESTRIANS AT NIGHT

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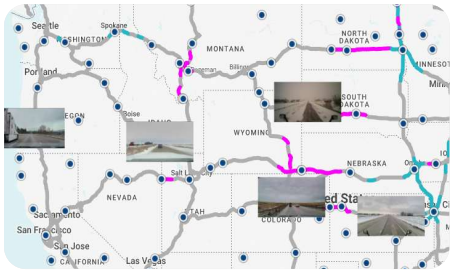
Dynamic Risk

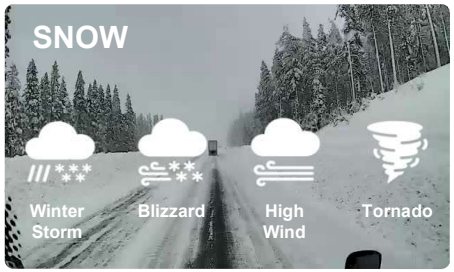
AI-DRIVEN INNOVATION POWERED BY THE LARGEST VIDEO NETWORK OF VEHICLES

NOW – Lytx Lab



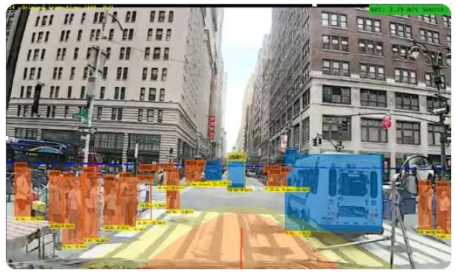
- Weather map and road classification
- Scoring on road conditions

NEXT



Weather tagging and in-cab alerts

LATER



- Dynamic in-cab experience
- Additional context
  (Pedestrian, road type distractions)

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High-Quality Video

NEW OPTIONS FOR VIDEO QUALITY DRIVE ENHANCED FLEET PROTECTION

High-quality video is crucial for risk mitigation

Capture hit-and-run accidents, sideswipes, fuel siphoning, physical altercations, and more.

High quality video that surfaces readable details can transform captive insurance investigations and the overall risk profile of customer fleets.

- Detailed Video Capture
- Optimized Storage & Performance
- Enables Advanced AI-Powered Video Analytics

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Supplemental Material

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Q2 Roadmap Summary | 2025

MV+AI & Risk Identification
Lytx combines machine vision (MV) and artificial intelligence (AI) to enhance fleet safety. These features are designed to alert drivers to potential hazards, provide opportunities to self-correct, and deliver valuable video insights to support more impactful coaching sessions.

- **Fatigue Detection**
  Detects and triggers alerts for signs of driver fatigue, from possible fatigue to critical fatigue.

Posted Speed 2.0 (Q2'25)
Enhances accuracy with dynamic, cloud-based updates to speed limit data.

Self-Serve Capabilities (Q2'25)
Self-serve capabilities empower clients to adjust key configuration settings independently, streamlining workflows without requiring support from Lytx. This release enhances accessibility for these tools.

- **Group Management UI**
  Simplifies settings management at the group level for both Lytx internal users and client administrators, making it easier to customize and manage the DriveCam program.

- **Road-View MV+AI Gen 2**
  Enables users to view and adjust configuration settings for Road-View MV+AI Gen 2, tailoring solutions to meet specific fleet needs.API Suite
  Leverage flexible, customizable, open APIs to enhance your applications with the power of Lytx data and our intelligent MV+AI, reducing the need for manual tasks and providing broad fleet visibility in one place.

Product roadmap is for information purposes only, is subject to change, and should not be relied upon in making purchasing decisions.

The MV+AI technology is a driver aid only. Drivers should never wait for a warning before taking measures to avoid an accident. The MV+AI distraction detection and alerting technology does not collect, store or use any biometric identifiers or biometric information (e.g., scans of facial geometry) to detect distracted driving behaviors. See www.lytx.com/legal/driver-information.

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Q2 Roadmap Summary | 2025 *(Continued)*

Device Health Enhancements (Q2'25)
Streamlines fleet health management with a unified interface that delivers real-time device diagnostics, health statuses, and actionable insights. Built-in workflows make it easy to identify issues and take immediate action—helping keep your video telematics program running smoothly.

Users API (Q2'25)
Enables customers to integrate user data from various service providers into their own systems for custom processing and deeper insights.

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Q3 Roadmap Summary | 2025

Safety Recognition (Q3'25)
Celebrating safe driving builds trust, enhances engagement, and promotes a strong safety culture.

- **Safety Recognition 2.0**
  Enhances Safety Recognition with a refreshed interface and milestone badges, making it easier for coaches to reward drivers for safe driving achievements.

Dynamic Risk (Q3'25)
Dynamic Risk is designed to provide a multi-dimensional understanding of driving risk by incorporating environmental and situational factors into traditional risk assessments.

- **Weather Tagging of Events & In-Cab Alerts** Adds critical context by automatically tagging events with current weather conditions. Real-time in-cab alerts help drivers adjust to hazardous weather, supporting safer decision-making on the road.

MV+AI & Risk Identification (Q3'25)
Lytx combines machine vision (MV) and artificial intelligence (AI) to enhance fleet safety. These features are designed to alert drivers to potential hazards, provide opportunities to self-correct, and deliver valuable video insights to support more impactful coaching sessions.

- **Road-View MV+AI Gen 2 Full Fleet Roll out**
  With the release of Self-Serve Road-View MV+AI Gen 2 capabilities in Q2'25, Road-View MV+AI Gen 2 algorithms can now be deployed across all SF400 fleets. This enhancement improves the following triggers—following distance, critical distance, rolling stop, and lane departure - empowering drivers to self-correct unsafe behaviors in real time, improving fleet safety and efficiency.

- **Red Light Detection**
  Flags events when a driver runs a red light while traveling straight through an intersection.

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The MV+AI technology is a driver aid only. Drivers should never wait for a warning before taking measures to avoid an accident. The MV+AI distraction detection and alerting technology does not collect, store or use any biometric identifiers or biometric information (e.g., scans of facial geometry) to detect distracted driving behaviors. See www.lytx.com/legal/driver-information.

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Q3 Roadmap Summary | 2025 *(Continued)*

Driver ID Updates (Q3'25)
Accurate driver assignment is essential for managing routes and vehicles effectively. Lytx offers comprehensive driver identification solutions, including badge scanning, automatic assignments through ELD syncing, and APIs for seamless integration.

- **Facial Recognition**
  Uses AI-powered facial recognition to automatically identify and assign trips to the correct driver, improving accuracy and efficiency. Future enhancements will include slip seating detection for added operational flexibility.
  (*Note: Facial Recognition must be deployed with Consent Management and will not be offered in Illinois*)

Consent Management (Q3'25)
Obtaining consent from drivers can be an important step to help fleets meet their compliance requirements. This feature will provide the ability to obtain driver consent directly from within the Lytx application.
(*Note: Facial Recognition must be deployed with Consent Management)*

High-Quality Video (Q3'25)
Provides clients the ability to opt-in to higher resolution video for enhanced clarity when investigating incidents or addressing customer service issues. This offering includes expanded storage options, allowing for greater flexibility and configurability in video recording.

Admin Audit Logs (Q3'25)
Provides detailed visibility into system changes by capturing who made updates, what was changed, and when—enhancing transparency and supporting stronger administrative oversight.

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Product roadmap is for information purposes only, is subject to change, and should not be relied upon in making purchasing decisions.

Q4’25 – Q1’26 | Roadmap Direction

Dynamic Risk (Q4’25 – Q1’26)
Dynamic Risk is designed to provide a multi-dimensional understanding of driving risk by incorporating environmental and situational factors into traditional risk assessments.

- **Additional Risk Types**
  Expands Dynamic Risk scoring to include new situational factors such as pedestrian density, road type, and road grade. For example, risky behaviors like handheld device use in a pedestrian-heavy zone are weighted more heavily—providing a smarter, more contextual view of driving risk.

- **Weather Scoring**
  Builds on event weather tagging by enabling behavior scores to dynamically adjust based on weather conditions. For example, speeding in snow will be scored higher than the same behavior in clear weather—bringing added intelligence to risk assessments.

Coaching UI – Expanded Visibility (Q4’25 – Q1’26)
A redesigned coaching experience that introduces new insights like Dynamic Risk context, ongoing behavior trends, and Safety Recognition—all designed to simplify workflows and boost coaching impact.

New Aux Cam Options (Q4’25 – Q1’26)
Provides new aux cam solutions for fleets through an exploration of Lytx-built and partner-provided hardware—broadening options for additional video coverage around the vehicle.

Device Health Enhancements: Battery & SD Card (Q4’25 – Q1’26)
Improves visibility into device performance with support and insights related to battery and SD card health—helping minimize video loss and downtime.

Self–Install Enhancements (Q4’25 – Q1’26)
Targeted improvements to increase the success rate of customer self-installs, supporting our growing channel ecosystem and helping fleets get up and running faster.

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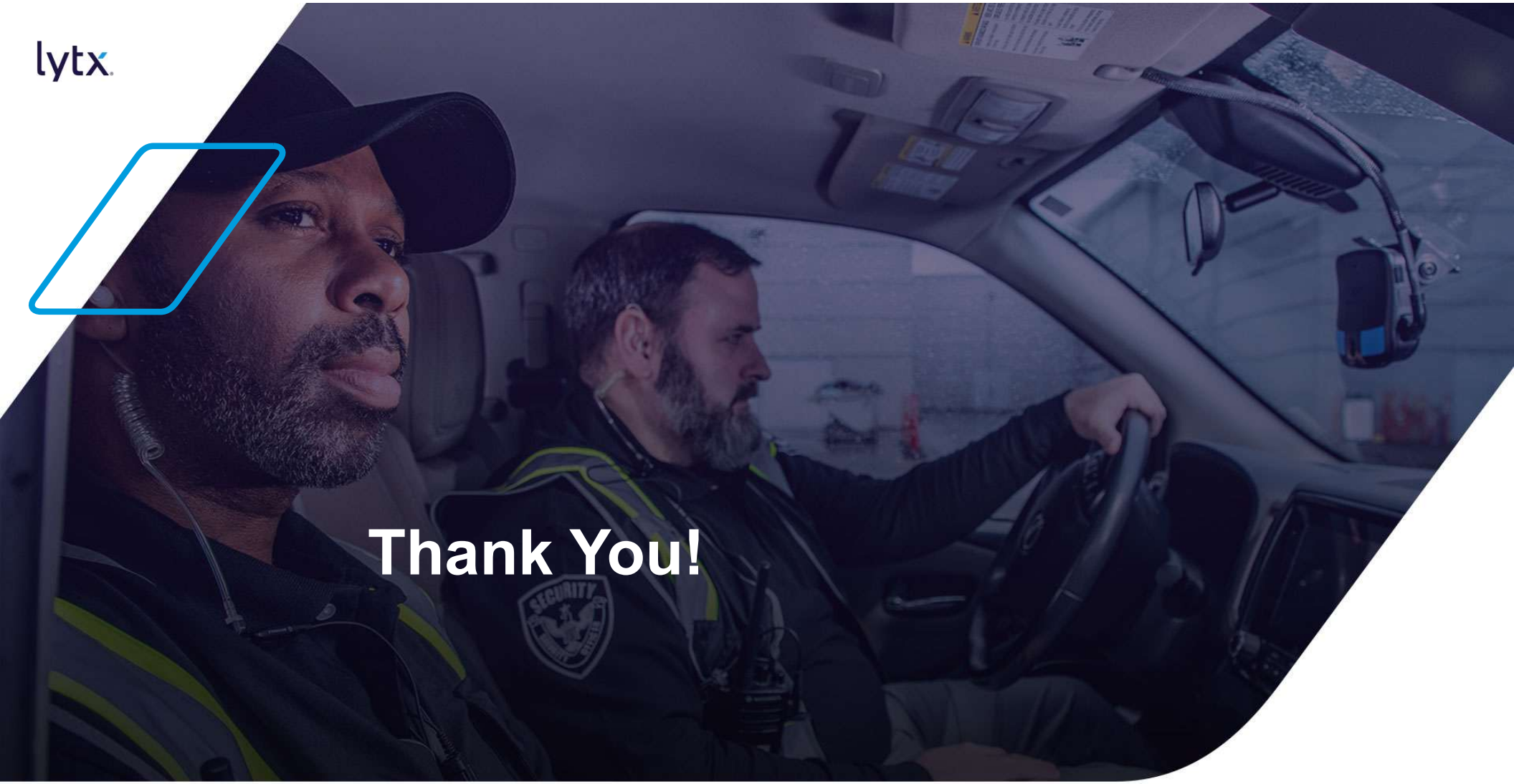

Thank You!

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From: City of Ocala - Contracting Officer
To: Richard Dennis; Shayatta J. Roberts; Daphne Robinson; Megan Dugan; Contracts; Eileen M. Marquez; Louis Joseph; Ashley Presley; David C. Williams; Patricia Lewis
Subject: Your policy exception has been approved.
Date: Monday, November 10, 2025 10:38:50 AM

Your policy exception has been **approved**.

Approval Comments: drobinson@ocalafl.org
After speaking with Todd Swanson, HR Director, this exception seeks standardization of the Lytx-brand driver safety camera and software solutions and is approved as best approach. The City of Ocala has utilized Lytx vehicle monitoring system, equipment, and software solutions since 2012. The City of Ocala has an ongoing need for a vehicle monitoring system to help reduce claims costs through identifying areas where additional training and/or education are needed and by changing driving behaviors to prevent accidents before they occur. The City of Ocala currently has 488 units installed across its fleet. System upgrades are now required to include cameras which offer facial recognition and higher quality video. It is in the City's best interest to utilize Lytx brand products throughout the organization for performance, consistency, and compatibility. Lytx has offered the City of Ocala competitive pre-tariff pricing for the upgrade project. The request for standardization is approved and is valid for a period of ten (10) years from today. PLEASE CREATE A MUNIS CONTRACT SO THAT PURCHASES FOR THE UPGRADE PROJECT CAN BE EFFECTIVELY TRACKED THROUGH THE END OF THE RESULTING CONTRACT TERM. PLEASE ENSURE THAT THIS EXCEPTION REQUEST IS ATTACHED TO THE MUNIS CONTRACT. IF YOU ANTICIPATE THAT EXPENDITURES UNDER THIS CONTRACT WILL EXCEED $50,000, PLEASE SCHEDULE FOR A COUNCIL AGENDA.

Procurement/Contract/P-Card Exception

Select exception type:	Procurement
Reason for procurement exception:	Policy Exception for Best Value/Approach
Enter a brief description of your	The City LYTX Contract (210121) expires September of 2026. at that time we have planned to upgrade the camera's and contract to include some premium features to include Facial recognition, higher quality video and a few other features that will require upgraded camera's to (SF400) we currently have 488 total units and 447 of those units will need to be upgraded. I have already spoken to Chris Watt and he has agreed to the upgrades as these

exception request:	features will add a positive experience to the internal LYTX drive cam program. In recent weeks we received notification from LYTX that due to Tariffs, starting December 1st Tariff rates will go into effect. We would like to update the contract and drive-cam units at the pre tariff pricing. If you have any questions please feel free to reach out. All supporting documentation attached and if we need to contact LYTX Josh Newell can be reached at Joshua.Newell@lytx.com cell phone 561-427-3457.
Attach all documents related to the exception that can assist the Contracting Officer's decision.	Lytx Cost comparison for renewal.xlsx City of Ocala - Lytx Product Roadmap Review (003).pdf City of Ocala - Lytx Pricing Proposal.pdf LYTX Tarriff Increases December 1st 2025 .pdf
Department	(RSK) RISK MANAGEMENT
Requestor Name	Richard Dennis
Requestor Email	Rdennis@ocalafl.gov
Phone number	(352) 401-3989
Courtesy Copy Email 1	Pedmond@ocalafl.gov
Courtesy Copy Email 2	Tswanson@ocalafl.gov
Who authorized requesting this exception?	Todd Swanson

Dear Richard,

Since our last tariff-related communication to you, import tariffs have increased again, adding to the costs we incur on incoming goods.

As part of our ongoing commitment to transparency and keeping you informed, we want to let you know that we anticipate that starting with orders placed on December 1st, updated tariff rates will be charged. This reflects our current inventory, which includes goods for which we have already paid these increased tariffs.

Please know that we have made every effort to minimize the impact of these changes. However, the magnitude of the tariff increases leaves us with no other viable option to maintain the quality and availability of the products and services you depend on to protect your most valuable assets in motion: your people, your equipment, and your reputation.

As there could be changes at any time, we will send another communication one month before the new tariff charges go into effect, to help you prepare.

Should you have any questions, please do not hesitate to contact your account representative or our customer support team.

Thank you for your continued partnership. We appreciate your understanding and support.

Yours in Safety,

Lytx Client Success

lytx®

MASTER PURCHASE AGREEMENT

This Master Purchase Agreement ("**Agreement**") is entered into as of the date executed by both parties as specified on the signature page hereto ("the "**Effective Date**") by and between Lytx, Inc., a Delaware corporation, with its principal place of business at 9785 Towne Centre Drive, San Diego, California, 92121 U.S.A. ("**Lytx**"), and City of Ocala, with its principal place of business at 1805 NE 30th Avenue, Ocala, FL, 34470 United States ("**Client**").

WHEREAS, Lytx develops, markets, sells and provides driving performance management products and related services focused on improving driver safety and compliance, and reducing operating costs for commercial fleets;

WHEREAS, Client desires to receive, and Lytx agrees to provide Client, such products and services as specified herein;

NOW, THEREFORE, the parties agree as follows:

1. CERTAIN DEFINITIONS

"Affiliate" means, with respect to any Person, any other Person that is in control of, controlled by or under common control with such first Person.

"Documentation" means the written Software and Hardware related specifications Lytx provides to Client hereunder.

"Fees" means the prices and fees set forth in a Purchase Order that are established by Lytx and charged to Client for the Products and Services. Lytx's published prices, if any, are subject to change without notice.

"Hardware" means Lytx's VERs, Lytx Hub Adaptor and other hardware provided to Client hereunder.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or agency or instrumentality thereof.

"Product(s)" means the Software and Hardware together.

"Purchase Order" means a written purchase quote document prepared by Lytx, signed by an authorized representative of Client and accepted by Lytx, but only to the extent the document identifies the following: the Products and Services to be purchased, the quantity for each Product, the Fees, the delivery location for the Products (if applicable), the Subscription Term, any extended warranty, and Client's billing address.

"Services" means the services Lytx makes available to Client under this Agreement, as more fully described in the applicable Service Offering Addendum(s) of this Agreement and/or the applicable Purchase Order(s).

"Software" means any software (in machine executable object code format only, if applicable) provided to Client under this Agreement, including, without limitation, the operating software embedded in the Hardware, installation tool software, event player software, access to the web-based client portal to access Client's Lytx account and any other software made available by Lytx on a website hosted by or on behalf of Lytx for use by Client.

"Subscription Term" means the duration of time set forth on a Purchase Order for which the Client has purchased a subscription to certain Services specified in the Purchase Order.

"**Taxes**" shall mean sales, excise, use, value-added, or other similar taxes for which Lytx is obligated to collect from Client, as well as any increase in the Product manufacturing or materials costs where caused by taxes, excises, duties or other charges of any kind (or increase in the same), or any such levy of any kind on the sale, import, delivery to or the use by Client, imposed by any national, state or municipal government, or any agency or political subdivision thereof.

"VER" means a Lytx video event recorder of the make and model specified in the applicable Purchase Order and may be comprised of more than one component.

2. SCOPE

2.1 Contract Documents. This Agreement consists of the following documents, as may be amended from time to time as provided herein:

This Agreement;

Service Offering Addendum(s) (and any schedules thereto); and

Purchase Orders, if applicable.

In the event of any conflict between the provisions of the above listed documents, unless expressly stated otherwise, the documents shall control in the following order: this Agreement first; the applicable Service Offering Addendum(s) second; any schedules to such Addendum(s) third; and a Purchase Order fourth.

2.2 Product Sale and Purchase. Subject to the terms and conditions of this Agreement, Lytx shall sell to Client and Client shall purchase from Lytx the Products and Services specified in a Purchase Order accepted by Lytx. Subject to Lytx's receipt of Client's prior written consent, which shall not be unreasonably withheld, Lytx may, for reasons of availability, substitute alternative associated Hardware (but not VERs) to that specified in a Purchase Order; provided that such alternative Hardware is functionally the same, in all material respects, as the ordered Hardware. Any subscription Services include online standard report creation capabilities only. If Client requests additional or specialized reports and/or programming, Client shall pay Lytx additional fees as mutually agreed by the parties.

3. ORDERS; DELIVERY; IMPLEMENTATION

3.1 Order; Acceptance; Change. Client shall initiate all purchases under this Agreement by submitting Purchase Orders to Lytx, which are subject to Lytx's acceptance. Upon acceptance by Lytx, all Purchase Orders are binding and non-cancelable, except that Purchase Orders may be canceled, rescheduled, or amended with Lytx's prior written approval and subject to payment of any additional fees mutually agreed by Lytx and Client.

3.2 Delivery. All items shall be delivered to the carrier F.C.A. Lytx's designated shipping place. With respect to Hardware purchased hereunder, title to the Products (excluding title to the Software) will pass to Client upon Lytx's delivery to the carrier. With respect to any Hardware provided on a usage basis

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hereunder, title to the Products shall remain at all times with Lytx. Unless otherwise instructed in writing by Client in the Purchase Order, Lytx shall select the carrier. All freight, insurance, and other shipping related expenses, including but not limited to Taxes and duties, shall be paid by Client. Within fifteen (15) days after delivery of any Hardware to Client or its designee (including any third party purchaser of Client) hereunder, Client must provide Lytx with written notice of any discrepancy between the applicable Purchase Order and the shipment delivered.

3.3 Installation of Products. If installation services are included in a Purchase Order, Lytx shall use commercially reasonable efforts to install the Products. Client shall provide Lytx a safe, designated installation area protected from environmental hazards. Client shall provide Lytx with reasonable cooperation, including, without limitation, accurate information about vehicle types, and access to all necessary Client personnel, facilities and equipment (including the Products) for the purpose of performing its obligations hereunder. Any Lytx installation services provided hereunder shall be subject to a mutually agreed installation schedule. Client shall be responsible for ensuring availability of vehicles and Hardware (subject to supply by Lytx) and access to installation site on agreed installation date, and shall comply with all reasonable instructions related to the installation. No refunds shall apply for Lytx's failure to complete an installation due to vehicle or Hardware unavailability, lack of advance notice of accurate vehicle information, or lack of access to installation site on agreed installation date. If the implementation schedule is delayed, extended or rescheduled at Client's request (in each case, with less than seven (7) days prior written notice to Lytx), Client's failure to provide Lytx access to vehicles, facilities and/or necessary equipment or any other reason caused by Client, Client agrees to reimburse Lytx for any costs (including labor costs, travel, food, lodging, extra shipping fees and other project specific costs) and cancellation fees incurred by Lytx as a result of such change. Client shall be responsible for approving the installation placement and technique on the initial Hardware for each major vehicle type (First Article Installation), including compliance with applicable laws. Such approval shall constitute authorization for Lytx to proceed with installation of remaining Hardware using the Client-approved placement and technique. If installation services are not purchased by Client hereunder, Client assumes any and all liability resulting from such installation of Products, including, without limitation, liability resulting from failure to use a properly trained technician or failure to use proper installation tools. Lytx expressly disclaims any and all responsibility for any damages arising out of improper installation and maintenance of any Hardware not installed by, or on behalf of, Lytx. Client shall defend, indemnify and hold Lytx and its officers, directors, agents, subcontractors and employees harmless from all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from installation or maintenance of the Products by a party other than Lytx or its representatives.

3.4 Client Assistance and Action Items. Client shall use commercially reasonable efforts to ensure that all personnel installing or using any Products and/or Services receive appropriate training, are familiar with the Products and the Services, and are qualified to carry out their duties and responsibilities. Client acknowledges and agrees that Lytx's provision of the Services depends on the full and timely cooperation of the Client and its employees, contractors and agents. Client shall, and shall use commercially reasonable efforts to cause its employees, contractors and agents to, comply with all instructions from Lytx relating to deployment of the Products and Services and provide in a timely manner and at no cost to Lytx, assistance, cooperation, information, and feedback, as well as access to Client personnel, data, facilities and equipment, reasonably necessary to enable Lytx to perform its obligations hereunder. Client acknowledges that Lytx's ability to perform its obligations under this Agreement may be affected if Client does not comply with its obligations under this section.

4. PRICING AND PAYMENTS

Subject to the terms hereof, Client will pay Lytx the Fees for the Products and Services set forth in the governing Purchase Order and any and all applicable Taxes. Subject to Client establishing and maintaining a credit status satisfactory to Lytx, all Fees will be due and payable in U.S. dollars (or as otherwise specified in a Purchase Order, for sales outside the U.S.), within thirty (30) days after the date indicated on Lytx's invoice(s). Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. Client shall be responsible for all Taxes associated with the Products and Services other than U.S. taxes based on Lytx's net income. Client shall be responsible for all costs and expenses (including without limitation reasonable attorney fees and expenses) incurred by Lytx in connection with any collection actions in which Lytx is the prevailing party. If Client disputes an invoiced amount, it shall deliver written notice thereof to Lytx within fifteen (15) days from its receipt of the invoice and shall also, within thirty (30) days from the date of receipt of the invoice, pay all undisputed portions thereof pending resolution of the disputed amounts. Lytx shall provide Client with any backup or other information which supports the accuracy of the disputed invoice. Upon receipt thereof, Client shall have fifteen (15) days to examine such information and pay Lytx the portion of the disputed invoice that is no longer in dispute. Thereafter, if any dispute remains with respect to an invoiced amount, Client and Lytx shall immediately enter into good faith negotiations to resolve the dispute.

5. COMMENCEMENT; TERMINATION

This Agreement shall commence on the Effective Date and remain in effect until delivery of all Products and expiration of all Services to be provided hereunder, unless earlier terminated as provided herein. Either party may immediately terminate this Agreement upon written notice if: (i) the other party commits any material breach of this Agreement that is not remedied within thirty (30) days following receipt of written notice thereof from the non-breaching party; (ii) a receiver is appointed for the other party or its assets; (iii) the other party makes a general assignment for the benefit of its creditors; (iv) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency, or debtor's relief law, which proceedings are not dismissed within one hundred and twenty (120) days; or (v) the other party is liquidated or dissolved, other than in a corporate reorganization in which the ongoing business of such liquidated or dissolved party shall be continued by substantially the same ownership and management as existed prior to such liquidation or dissolution. All Software licenses granted and all Services provided hereunder shall terminate upon termination or expiration of this Agreement. The following Sections shall survive termination or expiration of this Agreement: 1, 2.1, 4, 6, 7.4, and 8 through 17 (inclusive). Upon termination, any outstanding amounts due hereunder shall be paid to Lytx by Client within thirty (30) days from such termination, and Lytx shall have no obligation to return any undisputed amounts previously paid by Client to Lytx.

6. TRIAL PRODUCTS AND SERVICES

Any trial Products or Services provided hereunder are provided only for the trial period specified in the applicable Purchase Order. Title to the trial Products shall remain at all times with Lytx. Upon expiration or termination of the trial, Client shall (within thirty (30) days from such expiration or termination) return the trial Products to Lytx in good condition (reasonable wear and tear excepted) or purchase the trial Products or a right to use them.

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7. SOFTWARE

7.1 License. Subject to the terms of this Agreement, to the extent such Services are purchased hereunder, Lytx grants Client a nonexclusive, nontransferable license to access and use the online web-based portal for the Services for Client's internal fleet management purposes only, without the right to sublicense such rights, provided Client unconditionally agrees to access and use the Software and Services strictly in accordance with the Documentation, any terms of use posted on the Lytx website used to access the Services and this Agreement ("**License**"). Under the License, Client may print out, or otherwise make, printed or electronic copies ("**Copies**") of the reports, numeric results and other information and materials generated from Client's access and use of the Software and Services for internal fleet management purposes only. Any updates, modifications, enhancements or new versions of the Software or Services provided or made available to Client by Lytx, in accordance with this Agreement, shall be considered Software and Services subject to this Agreement. Lytx shall be entitled at any time and without liability to improve, modify, suspend, test, maintain or repair the systems used by Lytx to provide the Services in whole or in part and/or any other services rendered under this Agreement even if this requires temporarily suspending the operation of the Services, provided that Lytx shall use reasonable efforts to minimize all forms of disruption resulting therefrom.

7.2 License Term. Licenses are purchased and apply for the applicable subscription period, including any renewal periods (the "**License Term**"). Licenses relating to Managed Services apply on a per VER basis.

7.3 Restrictions on Use. Except as otherwise expressly provided in this Agreement, Client agrees to: (a) only use the Software and Services in the manner, and for the purposes, expressly specified in this Agreement, and be responsible for utilizing the proper version of any Software; (b) not decompile, disassemble, analyze or otherwise examine the Software and/or Services for the purpose of reverse engineering, or facilitate or permit a third party to do so (except to the extent this restriction is expressly prohibited by applicable law); (c) not delete or in any manner alter any notice, disclaimers or other legends contained in the Software and Services or appearing on any screens, documents, reports, numeric results or other materials obtained by Client through use of the Software and Services ("**Notices**"); (d) reproduce and display all Notices on Copies Client makes, in accordance with this Agreement; (e) not attempt to access any systems, programs or data of Lytx that are not licensed under this Agreement; (f) not copy, reproduce, republish, upload, post, transmit or distribute the Software or Services, or any portion thereof, or facilitate or permit a third party to do so; and (g) not use any device or software to interfere or attempt to interfere with the proper operation of the Software and Services. Lytx may immediately terminate this Agreement in the event that Client breaches the provisions of this Section 7.3.

7.4 Retained Rights. Except for the limited licenses granted to Client herein, this Agreement does not confer or transfer to Client any right, title or interest in or to the Software, Documentation, or any intellectual property rights relating thereto; Lytx and its licensors retain all right, title and interest in and to the foregoing. Client for itself, and on behalf of each employee designated by Client to use the Software (an "**End User**"), agrees to keep all items to which Lytx or any of its licensors retains title free and clear of all claims, liens and encumbrances except those of Lytx or its licensors, and any act of Client or End User, voluntary or otherwise, purporting to create a claim, lien or encumbrance on any such item is void.

8. LIMITED WARRANTY

8.1 Product Warranty. For a period of two (2) years after the date of shipment with respect to VERs (or such longer period as specified in an applicable Purchase Order) (the "**Warranty Period**"), Lytx warrants to Client that the VERs, as delivered by Lytx to Client, will substantially conform to the Documentation. The Warranty Period shall be extended for the duration of any period for which Client purchases an extended warranty from Lytx as specified in an applicable Purchase Order. The foregoing warranty shall not apply if Client fails to notify Lytx in writing of such defects prior to the expiration of the Warranty Period, if the defect is not reproducible, or the defect is caused by: (a) Client's or its representative's negligence, misuse, neglect or intentional acts or omissions; (b) any accident, alteration, repair or improper testing in any respect by a party other than Lytx or its representatives; (c) any other events beyond Lytx's reasonable control; (d) to the extent performed by Client or its representatives, the failure to install, maintain or use the VER in accordance with the Documentation and Lytx's instructions; (e) except as authorized by Lytx in writing, any attempt to service the VER other than by Lytx or its representatives; or (f) third party software, hardware, or materials not approved or supplied by Lytx. Lytx shall not be responsible for any of Client's or a third party's software, information or data contained in, stored on, or integrated with any VER returned to Lytx pursuant to the foregoing warranty. Lytx's and its licensors', suppliers', subcontractors' and distributors' sole liability, and Client's exclusive remedy, under this Section 8.1 shall be, at Lytx's option: (i) to use commercially reasonable efforts to correct any reproducible defects identified by Client in writing during the Warranty Period which renders the VER non-conforming, (ii) to replace the defective VER (with either a new or refurbished product), or (iii) to accept return of the defective VER from Client and provide Client with a pro rata refund based on the remaining portion of the Warranty Period. Replacement VERs will assume the greater of the balance of the original Warranty Period or ninety (90) days. With respect to any hardware parts or software provided hereunder other than the VERs, Client acknowledges and agrees that its use and possession of such product shall be governed by the terms of such product manufacturer's warranty, if any, and Client may look to the third party manufacturer with respect to all applicable claims, and Lytx (to the extent it has the right) hereby grants Client a right to share in and enforce warranties made by any such manufacturer. Lytx has no obligation to provide maintenance and support for out-of-warranty VERs.

8.2 Warranty Claims. To make a return under the warranties in this Section 8, Client must first contact Lytx Technical Support and assist in a reasonable troubleshooting effort to restore the VER to service. Upon a failure determination by Lytx Technical Support, provided Client requests a Return Material Authorization number (RMA) within the Warranty Period, Lytx will provide Client an RMA number and a prepaid return label. For all warranty returns, Client must use the return label provided by Lytx to send the VER to Lytx, packaged appropriately for safe shipment. Lytx shall pay all freight charges for shipment to Client of any replacement VER covered by these warranty provisions. Prior to making any warranty return, Client shall be responsible for downloading any Data from the Product that Client desires to retain. Lytx's practice is to delete the Data on the Product in connection with receipt of a warranty return, and Lytx disclaims all liability relating to Client's loss of Data in connection therewith.

8.3 Service Warranty. Lytx warrants to the Client that any Services to be performed hereunder shall be performed in a professional and workmanlike manner. Lytx's and its licensors', suppliers', subcontractors', and distributors' sole liability, and Client's exclusive remedy, under this Section 8.3 shall be for Lytx to use commercially reasonable efforts to re-perform the Services. With respect to installation services provided hereunder, the foregoing warranty shall apply solely for the one (1)-year period after installation. Lytx shall retain sole control over the manner and means by which it performs its obligations hereunder, and Lytx shall be entitled to subcontract (in whole or in part) Lytx's responsibilities under this Agreement to a third party of Lytx's choice, but Lytx shall remain responsible for Lytx's subcontractor's

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actions in carrying out Lytx's obligations under this Agreement. The foregoing service warranty is conditioned upon normal maintenance and use in conformity with instructions furnished by Lytx from time to time and the Products not having been subjected to misuse, neglect, or accident or alteration, repair or improper testing in any respect by a party other than Lytx or its representatives.

8.4 Disclaimer of Warranty. THE LIMITED EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY; AND EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8 AND SECTION 12 LYTX AND ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS, AND DISTRIBUTORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LYTX AND ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS MAKE NO WARRANTY THAT THE SOFTWARE WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PRODUCTS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS IN THE SOFTWARE CAN BE CORRECTED, OR THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE ACHIEVED BY UTILIZING THE PRODUCTS OR SERVICES. FURTHER, NEITHER LYTX, ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS NOR DISTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO THE SERVICES OR ASSOCIATED NETWORK COVERAGE (E.G. WIRELESS NETWORK COVERAGE) WILL BE CONTINUOUS OR UNINTERRUPTED. CLIENT ACKNOWLEDGES AND AGREES THAT THE VER AND ASSOCIATED SERVICES ARE A DRIVER AID ONLY. THEY ARE NOT A SUBSTITUTE FOR A SAFE, CONSCIENTIOUS DRIVER. THEY CANNOT COMPENSATE FOR A DRIVER THAT IS DISTRACTED, INATTENTIVE OR IMPAIRED BY FATIGUE, DRUGS OR ALCOHOL. WHETHER THE VER IS IN USE OR NOT, THE DRIVER IS RESPONSIBLE TO AVOID A COLLISION. CLIENT'S DRIVERS SHOULD NEVER WAIT FOR THE VER TO PROVIDE A WARNING BEFORE TAKING MEASURES TO AVOID AN ACCIDENT. FAILURE TO DO SO CAN RESULT IN SERIOUS PERSONAL INJURY OR DEATH OR SEVERE PROPERTY DAMAGE, AND LYTX DISCLAIMS ANY AND ALL LIABILITY RELATING TO ANY SUCH ACTIONS. CLIENT SHALL DEFEND, INDEMNIFY AND HOLD LYTX AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES HARMLESS FROM ALL DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) RELATING TO THE ACTION OR INACTION OF CLIENT'S DRIVERS.

9. CELLULAR CONNECTIVITY

LYTX'S ABILITY TO PROVIDE SERVICES IS SUBJECT TO AVAILABILITY OF CELLULAR CONNECTIVITY TO THE PRODUCT. CLIENT ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS AND LYTX'S SERVICE AREA. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF CARRIER'SCONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND CARRIER AND LYTX MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND NEITHER CARRIER NOR LYTX WILL BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS.

CLIENT UNDERSTANDS AND AGREES THAT IT: (a) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER, (b) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN LYTX AND THE UNDERLYING CARRIER, (c) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO CLIENT, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, (d) THAT DATA TRANSMISSIONS MAY BE DELAYED, DELETED OR NOT DELIVERED, (e) THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

10. LIMITATION OF LIABILITY

EXCEPT FOR BODILY INJURY, EITHER PARTY'S BREACH OF SECTIONS 7 OR 15, IN NO EVENT WILL EITHER PARTY (WHICH IN LYTX'S CASE INCLUDES ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE, OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY EITHER PARTY OR ANY THIRD-PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL LYTX OR ITS LICENSORS, SUPPLIERS, SUBCONTRACTORS OR DISTRIBUTORS BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR ANY AMOUNTS EXCEEDING THOSE ACTUALLY PAID BY CLIENT TO LYTX UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES.

11. CONFIDENTIALITY; CLIENT DATA

11.1 Confidential Information. During the term of this Agreement, each party (a "**Disclosing Party**") may provide the other party (a "**Receiving Party**") with confidential and/or proprietary materials and information ("**Confidential Information**"). All materials and information provided by Disclosing Party to Receiving Party shall be considered Confidential Information. Receiving Party shall maintain the confidentiality of the Confidential Information and shall not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party shall only use the Confidential Information internally for the purposes contemplated hereunder. At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party or destroy all of Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, Lytx's only obligations with respect to destruction of Data shall be to comply with Lytx's standard Data retention policies. The terms and pricing under this Agreement shall be deemed Lytx's Confidential Information. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information to any third party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party's Confidential Information as this

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Agreement. In the event that Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information of Disclosing Party, Receiving Party shall provide Disclosing Party with prompt notice of any such request or requirement (unless prohibited by law from doing so) so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, Receiving Party agrees to furnish only that portion of the Confidential Information for which Disclosing Party has waived compliance or for which Receiving Party is required to furnish by law, rule, regulation or court order.

11.2 Limitations. The obligations contained in this Section 11 shall not apply to information that: (a) is or becomes generally known to the public through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

11.3 Client Data. As between Lytx and Client, Client shall own the information, data and content captured by the Products in Client's possession or otherwise provided by Client to Lytx in connection with Lytx's provision of the Services ("**Data**"). The Data will be Client's Confidential Information; provided that, Lytx and its subcontractors shall have the right to use such Data in connection with performance of Services hereunder and to improve and expand Lytx's products and services. Lytx shall have the right (which shall survive termination and expiration of this Agreement) to use and disclose the non-video and non-audio meta-data components of the Data for any lawful purposes; provided that, Lytx does not indicate to any third party that such components were provided by, obtained from, or associated with, the Client or Client's drivers. Such usage rights shall continue and survive destruction of any video clips to which such non-video and non-audio meta-data components relate. Client also grants Lytx a perpetual right to use Data from video clips for demonstration purposes, provided that Client's name and logo are obscured and Lytx does not indicate to any third party that such video clips were provided by, obtained from, or associated with, the Client or Client's drivers; such clips may be retained beyond Lytx's video clip retention period.

11.4 Warranty and Representation by Client. Client represents and warrants that (a) it has the necessary right and authority to disclose all data and information (including Data) disclosed or provided to Lytx under this Agreement; and (b) any Data disclosed by Client, as well as any other content created or stored in Lytx servers by Client in the course of using the Services will comply with all applicable laws, and will not infringe the copyright, trade secret, privacy, publicity, or other rights of any third party. Further, to the extent Client provides Lytx feedback hereunder, Client hereby assigns to Lytx any and all intellectual property and proprietary rights in such know-how, processes, enhancements, modifications or adaptations and other intellectual property, which Client or someone on Client's behalf creates, develops, conceives or first reduces to practice, based on the Products, Services, Documentation, or Lytx's Confidential Information.

12. INFRINGEMENT INDEMNITY

12.1 Lytx's Indemnity. Lytx shall defend, indemnify and hold Client and its officers, directors, agents and employees harmless from all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) awarded to a third party and resulting from infringement by the Products of any U.S. patent or copyright issued as of the date of this Agreement; provided that, Lytx is promptly notified of all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over their defense and settlement (provided that failure to give such notice shall not limit Lytx's indemnity obligation hereunder except to the extent that the delay in giving, or failure to give, the notice adversely affects Lytx's ability to defend against such claim). Lytx shall not be responsible for any settlement it does not approve in writing.

12.2 Alternatives. If a Product becomes, or in Lytx's sole opinion is likely to become, the subject of an infringement claim or action, Lytx may in its discretion: (a) procure for Client the right to continue using the Product; (b) replace or modify the Product so as to be free from infringement; or (c) accept return of the Product and refund the payments paid by Client for such Product less a reasonable amount for use and damage.

12.3 Limitations. Notwithstanding the provisions of Section 12.1 above, Lytx has no liability to Client for (a) the combination of the Products with software, hardware or other materials not supplied or approved in writing by Lytx for use with the Products; (b) the activities of Client, after Lytx has notified Client in writing that such activities may result in such infringement; (c) use or operation of the Products other than in strict accordance with the applicable Documentation or Lytx's instructions; or (d) the modification of the Products, or any part thereof, unless such modification was made or recommended by Lytx, where such infringement would not have occurred but for such modifications. Client shall indemnify and hold Lytx harmless from and against all damages, liabilities, costs and expenses (including, without limitation, attorneys' fees) related to a claim of infringement or misappropriation excluded from Lytx's indemnity obligation by the immediately preceding sentence; provided that, Client is promptly notified of all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over their defense and settlement (provided that failure to give such notice shall not limit Client's indemnity obligation hereunder except to the extent that the delay in giving, or failure to give, the notice adversely affects Client's ability to defend against such claim). Client shall not be responsible for any settlement it does not approve in writing.

12.4 Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION 12 STATE LYTX'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, RELATING TO ANY ALLEGED OR ACTUAL INTELLECTUAL PROPERTY INFRINGEMENT BY THE PRODUCTS OR ANY PART THEREOF.

13. GENERAL INDEMNITY

Each party shall indemnify and hold the other party harmless from and against all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to the indemnifying party's breach of Sections 7 or 15; provided that, the indemnifying party is promptly notified of all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over their defense and settlement (provided that failure to give such notice shall not limit the indemnifying party's indemnity obligation hereunder except to the extent that the delay in giving, or failure to give, the notice adversely affects the indemnifying party's ability to defend against such claim). The indemnifying party shall not be responsible for any settlement it does not approve in writing.

14. FORCE MAJEURE

Neither party shall be liable under this Agreement because of any failure or delay in the performance of its obligations (except for payment of money) on account of strikes, shortages, riots, fire, flood, storm, earthquake, acts of God, hostilities, or any other cause beyond its reasonable control.

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15. COMPLIANCE WITH LAWS

Each party shall comply with all applicable laws and regulations, including, without limitation: the U.S. Foreign Corrupt Practices Act, all laws relating to data privacy and the use of information provided by the Client to Lytx hereunder, international communications, and the transmission of technical or personal data, and all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or other United States or foreign agency or authority. Client shall not export, or allow the export or re-export of any Product in violation of any such restrictions, laws or regulations. Client shall obtain and bear all expenses relating to any necessary licenses, permits, and/or exemptions and any duties and fees with respect to the export from the U.S. of all Products to any location and shall demonstrate to Lytx compliance with all applicable laws and regulations prior to delivery thereof by Lytx.

16. TRADENAMES AND TRADEMARKS

This Agreement does not grant to any party a license to use any trademark, trade name or logo of the other party, and each party recognizes that the trademarks, trade names and logos of the other party represent valuable assets of that party and that substantial recognition and goodwill are associated with such trademarks, trade names and logos. Each party hereby agrees that it shall not use or permit any third party to use, at any time, the other party's trademarks, trade names or logos, except that Lytx may use Client's name, logo and/or trademark for the limited purpose of identifying Client as a client of Lytx in any advertising, promotion, announcement, or marketing literature relating to the services offered by Lytx.

17. GENERAL TERMS

Lytx is an independent contractor under this Agreement. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties. Except as otherwise set forth herein, all notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, when sent by courier with confirmed receipt, or three (3) days after being sent by prepaid certified or registered U.S. mail to the address of the party as set forth herein or such other address as such party last provided to the other by written notice. Neither this Agreement nor any rights or obligations arising hereunder may be assigned, transferred or sublicensed by Client, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Lytx. Any attempted transfer, assignment or delegation without such consent shall be null and void, and Client shall remain liable to Lytx for all obligations hereunder. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not be enforceable by or inure to the benefit of any third party.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. The terms of this Agreement shall apply to all proposals, quotations, acknowledgements, acceptance forms and invoices submitted by Lytx to Client for the sale of Products and Services, to all related purchase orders, revisions, order releases and/or similar documents received by Lytx from Client for the purchase of Products, and to all Products and Services sold by Lytx. Any attempt to vary in any degree this Agreement, or any Purchase Order entered into hereunder, are hereby objected to and rejected unless expressly agreed otherwise by the parties in writing. This Agreement, including the addendums and Purchase Orders incorporated hereunder, contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement expressly supersedes all prior proposals, agreements, negotiations, discussions, understandings or conditions (whether oral or written) between or among the parties regarding the same, including all descriptions, and illustrations of the Products in catalogues, brochures, and price lists provided by Lytx, and all past dealing or industry custom. No changes, modifications or waivers are to be made to this Agreement unless evidenced in writing and signed for and on behalf of both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws provisions thereof. The U.N. Convention on the International Sale of Goods shall not apply. Any action or proceeding arising from or relating to this Agreement must be brought in a state or federal court in the State of California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

THE PARTIES HEREBY AGREE TO THE FOREGOING TERMS AND CONDITIONS:

LYTX, INC.

John LeBlanc
Authorized Signature

Name: Lytx, Inc.
Title: Revenue Manager
Date: 03 / 11 / 2021

City of Ocala

Authorized Signature

Name: Justin Grabelle
Title: Council President
Date: 2-5-2021

ACCEPTED BY CITY COUNCIL
February 2, 2021
DATE
OFFICE OF THE CITY CLERK

Approved as to form and legality
Patrick G. Gilligan, City Attorney

ATTEST:
Angel B. Jacobs, City Clerk

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VIDEO SUBSCRIPTION SERVICE OFFERING ADDENDUM

This Addendum shall apply to all purchases of Managed Services under the Agreement.

1. SUBSCRIPTION SERVICES

1.1 Description of Managed Services. Lytx shall provide Client remote access to Lytx's data center via in-bound internet connectivity, providing access to Client's Data and the hosted Software applications licensed hereunder in order to view and download driving videos captured by Client's VERs, and any related reports and assessments provided by Lytx, to the extent purchased hereunder. Lytx shall provide remote program management services whereby Lytx shall: (i) monitor the cellular connectivity to the VERs; and (ii) monitor Client's Managed Services' key performance indicators. Managed Services are available for use with auxiliary cameras and APIs to the extent supported by Lytx. Certain functionality is dependent on VER model used by Client. Lytx retains the right, in its sole discretion, to update the Product firmware and functionality and adjust the Product settings, including, but not limited to, video clip length, video compression, sensitivity of Product accelerometers and sensors, file upload and download size limits, and length of session periods, as determined by Lytx to be necessary to provide the Managed Services hereunder and to comply with applicable laws.

1.2 Usage Calculations. Video browse time is measured by time spent browsing video on Client VER. Video upload time is measured by length of minutes of video uploaded to Lytx data center from Client VER. Live stream time is measured by time spent live streaming video from Client VER. The number of minutes of video browsed, live-streamed, or uploaded will be calculated based on the number of views recorded (e.g., if a minute of video is uploaded from each of 4 camera views, that is considered 4 minutes for purposes of Client's minutes usage calculation hereunder). Total minutes are pooled and usage is determined by Lytx. Any unused minutes are forfeited at the end of each month. If the minutes cap is reached in a given month, Lytx has the right to suspend video access service for the remainder of the month unless or until Client purchases additional minutes.

1.3 Remote Access to Results. Subject to Client's compliance with the terms and conditions of the Agreement and this Addendum, Client shall have remote in-bound internet access to the Data which are hosted on computer hardware servers controlled by Lytx. To access such Data remotely, Client will be assigned user accounts and related user identification credentials (collectively, "User IDs") and passwords. Client shall be responsible for determining and designating which employees of Client (each, an "End User") receive permissions to remotely access such Data; provided, that, by using the Services, Client and such End User agree to the terms of use posted on the website used to access the Services (currently, https://login.lytx.com). Client may have only as many End Users as the number of User IDs activated at any one time. No User ID may be shared by more than one End User. Client understands that sharing of User IDs and passwords can jeopardize the security of Client Data. Client acknowledges that Lytx may track the number of active User IDs and to disallow use by more than the authorized number of User IDs.

1.4 Client Configurations. Client assumes all responsibility for choosing and maintaining the client configurations utilized by Client in connection with the Products and Managed Services, including, without limitation, permission hierarchies and any client-managed settings, and Lytx expressly disclaims any and all liability for any damages resulting therefrom.

1.5 Subscription Services; Suspension. Subject to Client's compliance with the terms and conditions of the Agreement, Lytx shall provide the subscription Services to Client. If Client fails to pay any amounts due hereunder, Lytx may immediately suspend the subscription Services; upon payment by Client of all such delinquent amounts Lytx will re-institute the subscription Services.

2. SUBSCRIPTION TERMINATION

Each Subscription Term shall automatically renew for additional successive one (1) year periods, unless written notice of non-renewal is received by the other party no later than sixty (60) days prior to the expiration of the then current Subscription Term. If Client terminates a portion of its subscriptions, Client must remove the corresponding number of VERs from its use such that the total number of VERs is no larger than the number of valid subscriptions.

3. TECHNICAL SUPPORT

Lytx shall use commercially reasonable efforts to provide technical support via email at support@lytx.com and a toll-free customer support line at (866) 910-0403. For security reasons, Client shall provide Lytx in writing the name(s) and contact information of Client's technical personnel who will liaison with Lytx regarding all technology-related matters. Client may update such information as necessary upon written notice to Lytx. Lytx shall not be obligated to provide support to any person other than the designated liaison(s). In order to receive support from Lytx, Client shall provide Lytx with all information necessary for Lytx to trouble shoot technical errors experienced by Client with respect to Lytx's provision of Products hereunder. Client agrees to provide Lytx with reasonable access (including, without limitation, remote access) to all necessary Client personnel, facilities and equipment (including the Products) for the purpose of providing the support services hereunder.

4. SERVICE REQUIREMENTS

Use of a computer and internet connectivity is necessary to use Services, and Client is solely responsible for obtaining such items and paying all fees related thereto. Client agrees to access and use the Licensed Software and Services in accordance with any and all operating instructions or procedures that may be issued by Lytx, and amended by Lytx from time to time. Lytx shall have no obligation to provide subscription Services with respect to Products that are not procured by Client from Lytx or its authorized distributors and resellers.

5. VIDEO CLIP RETENTION POLICY

Lytx's Video Clip Retention Policy, which shall apply with respect to the Agreement and may be updated by Lytx at any time upon written notice to Client, is as follows: Video uploaded to the Lytx data center shall be available online for ninety (90) days and then stored on backup media and no longer available online. Lytx will charge its standard fee on a per-event basis to retrieve any video file from backup storage. Backups will be stored for the remaining portion of one (1) year (approximately 275 days). At that time, the stored video will be deleted.

6. DATA CAPTURE

Lytx makes no representation or warranty with respect to the Data captured. Client acknowledges that factors such as camera angle, view obstruction, power supply, device failure, and other conditions can result in data loss, and Lytx disclaims all liability relating to Client's loss of Data in connection therewith.

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lytx®

QUOTE

Lytx, Inc.
9785 Towne Centre Drive
San Diego, CA 92121
Tel: 858.430.4000
Fax: 858.380.3133
orders@lytx.com

Quote #..... Q-09828
Date..... November 12, 2020
Valid Until..... December 31, 2020
Account Executive..... Paul Stamas
Preparer..... Erik Smosna
Phone 858-380-3559

Client Name: City of Ocala

Bill To	Ship To	Contact
Support Services 151 SE Osceola Ave. 2nd Floor Ocala, FL 34471	,	Michael Bloom 352-401-3987 mbloom@ocalafl.org

SUBSCRIPTION MIGRATION TERMS

As of the Migration Date, all of Client's Lytx subscriptions existing on the Quote Date listed above are hereby terminated and replaced with the Migration Subscriptions listed below.

MIGRATION SUBSCRIPTIONS

Billed based on committed quantity

Item	Qty	Price per Billing Period - Starting Migration Date	Total Price per Billing Period
Driver Safety Program w. Fleet Tracking Service, Purchase (Legacy)	421	$29.41	$12,381.61
		TOTAL USD	12,381.61

UPGRADE TERMS

Some or all of the legacy Migration Subscriptions listed above will be upgraded and replaced with the subscription Services (each, an "Upgrade Subscription") set forth below.

SUBSCRIPTION SERVICES

Billed based on committed quantity

Item	Qty	Subscription Start Date (SSD)	Term Months from SSD	Sales Price	Total Price per Billing Period
Driver Safety Program w. Fleet Tracking Service, SF300 Alliance - Bill Annually	421	March 1, 2021	60	$353.00	$148,613.00
				TOTAL USD	148,613.00

EVENT RECORDER

Model supplied with Lytx Alliance and Alliance Plus subscriptions

Item	Part#	Unreturned Event Recorder Fee
Event Recorder, SF300, LTE, North America (Alliance/Alliance/Alliance Plus)	ER-SF300-0027U	$550

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All sales as a result of this quotation are subject to the additional terms in Addendum A attached hereto and in the Master Purchase Agreement, Trial Agreement or other services agreement, as applicable, between Lytx and Client (the "Agreement").

By signing below, Client's authorized representative agrees to purchase the Products and Services described in this Quote, which becomes a binding part of the above-referenced Agreement upon acceptance by Lytx:

Justin Grabelle		
PRINTED NAME	**SIGNATURE**	**PO# (Optional)**
Council President	12-5-2021	
TITLE	**DATE**	**PO Amount (Optional)**

Credit Card Information (Optional) We will call the name and number below for card information. All payments are processed upon shipment.

CONTACT NAME	**CONTACT PHONE**	**CONTACT EMAIL**

Approved as to form and legality

For Patrick G. Gilligan, City Attorney

ATTEST:

Angel B. Jacobs, City Clerk

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

ACCEPTED BY CITY COUNCIL
February 2, 2021
DATE
OFFICE OF THE CITY CLERK

ADDENDUM A
ADDITIONAL QUOTE TERMS

Definitions: Unless otherwise defined herein, capitalized terms used in this Quote have the same meaning as set forth in the Agreement. Event Recorder has the same meaning as VER. Each of Lytx Video Platform, Risk Detection Service, Driver Safety Program and Fleet Tracking Service subscriptions are considered Managed Services under the Agreement. "Migration Date" means the first day of the month after the date Client signs and Lytx accepts the Quote.

Invoicing: Hardware, provisioning, implementation, and training charges are invoiced upon shipment. Subscription Services billed based on committed quantity are invoiced in advance based on the quantity purchased. Applicable taxes, shipping and handling may apply and shall be paid by Client.

Migration Subscriptions: Migration Subscriptions are Client's Lytx subscriptions utilizing a DriveCam® VER that are migrating to Lytx's new product platform. If the number of Migration Subscriptions is less than the number of Client's Lytx subscriptions existing immediately prior to the Migration Date, such excess subscriptions shall be deemed terminated as of the Migration Date and Client agrees to pay the amount of any applicable early termination fee specified in this Quote. A Migration Subscription commences and becomes billable at the specified price on the Migration Date and continues until replaced by an Upgrade Subscription, or, if the Migration Subscription is not upgraded hereunder, it shall continue for a Subscription Term that matches the length of the Subscription Term for the Upgrade Subscriptions purchased in this Quote.

Upgrade Subscriptions: In connection with the upgrade of a legacy Migration Subscription to an Upgrade Subscription, the applicable Migration Subscription price changes to the Upgrade Subscription Sales Price on the applicable Deployment Date (if specified) or SSD, whether or not the upgrade of associated Event Recorders has been completed. For any specified Deployment Date, the Upgrade Billed Quantity represents the number of subscriptions for which Client will be billed at the Upgrade Subscription Sales Price commencing on such date; and billing is based on the cumulative upgrade commitment as of the respective Deployment Date. Any VERs provided hereunder are for use with an Upgrade Subscription only. After the applicable SSD, Lytx has the right to terminate Services for any VER associated with a legacy Migration Subscription replaced by an Upgrade Subscription. Lytx also reserves the right to audit the number of Client's Event Recorders using subscription Services, and to the extent such amount exceeds the purchased quantity, Client agrees to pay Lytx for such excess at the applicable rate for such Service. All Upgrade Subscriptions shall have a Subscription Term that continues through the Term Months specified, as measured from the SSD.

Variable Active Quantity Billing: Subscription Services billed based on Variable Active Quantity are billed based on the number of Event Recorders for which the applicable service is "active", and, if applicable, "inactive" in a given month, as determined by Lytx. The "active" rate is the monthly Flex Plan price and the "inactive" rate is the monthly Dormant price specified in the Sales Price column.

Alliance Subscriptions: The following special terms apply to Lytx Alliance℠ and Lytx Alliance Plus℠ subscriptions: (1) title of the Event Recorder shall remain at all times with Lytx; (2) Client must return the Event Recorder to Lytx in good working condition, reasonable wear and tear excepted, upon expiration of the Subscription Term; (3) the Unreturned Event Recorder Fee specified on the Quote shall apply to any Event Recorder that is not returned within 30 days of termination or is returned damaged, or destroyed (reasonable wear and tear excepted); (4) Client shall have care, custody and control of the Event Recorder upon Lytx's delivery to the carrier, through the duration of the Subscription Term and until return of the Event Recorder upon the expiration of the Subscription Term; (5) subject to the warranty provisions of the Agreement and the Event Recorders not having been tampered or damaged by Client, the Warranty Period for the Event Recorders shall be from shipment through the duration of the Subscription Term; (6) such subscriptions are non-transferable, non-cancelable and cannot be terminated early without consent from Lytx; if Client is permitted to terminate early, all payments due through the end of the Subscription Term shall accelerate, and Client agrees to make payment of all remaining payments obligations under the Agreement within 30 days from such termination; and (7) Client agrees to provide Lytx any reasonably requested financial information, including audited financial statements, within 2 weeks of written request by Lytx, in connection with Client's qualification for and participation in these plans. In addition, initial installation services are included with Lytx Alliance Plus subscriptions.

Products: Lytx Video Platform includes the Software license to cloud-hosted software to access Client's Lytx account, device firmware and updates thereto as described in the Agreement, related technical support services, device connectivity monitoring, access to continual recording, and video browse, and video upload and download capabilities. Fleet Tracking, Risk Detection Service and Driver Safety Program each include use of Lytx Video Platform. Each subscription includes a total of five (5) minutes of End User-initiated browse, livestream and/or video upload time per month, per subscribed vehicle; video/images selected by Lytx and included in a Service do not count against such minutes. Additional minutes packages are available for purchase. Capture of Lytx-selected events is only available with Risk Detection Service and Driver Safety Program. Event review and coaching workflow is only available with Driver Safety Program. Certain functionality requires use of a SF64 or newer model of Event Recorder. Standard support services are provided unless Client has purchased Premium Support services. Premium Support packages become billable on the earlier of the first Deployment Date or SSD, as applicable, and auto-renew based on the terms of the Agreement that apply to Managed Services.

Live Stream: THE LIVE STREAM CAPABILITIES AVAILABLE WITH LYTX VIDEO SERVICES PROVIDE A VIEW FROM THE SELECTED CAMERA AND A GPS MAP LOCATION. THE LIVE STREAM WILL HAVE AN APPROXIMATE DELAY OF 10-15 SECONDS. CLIENT ACKNOWLEDGES AND AGREES LIVE STREAM SHOULD NEVER BE USED TO ASSIST THE DRIVER IN OPERATING THE VEHICLE AND CLIENT ACKNOWLEDGES THE FOREGOING WARNING, FOR ITSELF AND CLIENT'S DRIVERS (WHOM CLIENT AGREES TO REGULARLY WARN AND INSTRUCT ON PROPER USE OF LIVE STREAM

API: For any included API, Lytx will provide documentation on how the API works. Client is responsible for API integration and programming.

Termination: Except as otherwise specified above, any termination shall be effective on the last day of the billing period in which a written termination notice is received by Lytx or such later date specified in the notice. If the cellular network utilized by the Products is no longer available due to retirement or other termination, Lytx reserves the right to terminate the impacted Services, or provide reasonable substitutions to continue Services, without penalty.

Installation Services: Any Lytx installation services provided hereunder shall be subject to a mutually agreed installation schedule. Client shall be responsible for ensuring availability of vehicles and Event Recorders (subject to supply by Lytx) and access to installation site on agreed installation date. No refunds shall apply for Lytx's failure to complete an installation due to vehicle or Event Recorder unavailability (unless caused by Lytx) or lack of access to installation site on agreed installation date. Additional fees may apply for return site visits due to such factors.

Compliance Services: Notwithstanding anything to the contrary herein, to the extent Client has purchased Compliance Services (previously called RAIR Services) from Lytx, this Quote shall not amend the terms of such Compliance Services in any way.

Additional Services: The terms and conditions set forth at https://support.lytx.com/Terms shall apply to purchases of third party products resold by Lytx to Client and referred to herein as "Additional Services". Additional Services are not transferable or eligible for early termination without Lytx consent and acceleration of amounts due through remainder of the Subscription Term.

Notice: To the extent not exempt, this contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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TITLE	Lytx Master Agreement
FILE NAME	Lytx Master Agreement 2021.pdf
DOCUMENT ID	eff9d0a6159906cc145b8e0b75ed744bd4a78981
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Completed

Document History

SENT	**03** / **11** / **2021** 12:12:41 UTC-5	Sent for signature to Lytx, Inc. (paul.stamas@lytx.com) from cmfitsemons@ocalafl.org IP: 216.255.240.104
VIEWED	**03** / **11** / **2021** 12:16:51 UTC-5	Viewed by Lytx, Inc. (paul.stamas@lytx.com) IP: 24.165.88.30
SIGNED	**03** / **11** / **2021** 12:59:55 UTC-5	Signed by Lytx, Inc. (paul.stamas@lytx.com) IP: 98.118.86.8
COMPLETED	**03** / **11** / **2021** 12:59:55 UTC-5	The document has been completed.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 02/02/21

Subject: Lytx Event Recorder Hardware Lease and Annual Subscription

Submitted By: Jared Sorensen

Department: Human Resources & Risk

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 15346) a 5-year lease agreement with Lytx, Inc. for 426 DriveCam dashboard cameras with an annual subscription cost estimated at $150,378

OCALA'S RELEVANT STRATEGIC GOALS: Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The City implemented a video based fleet safety program that fully deployed in 2017 to all City vehicles, excluding OPD. This program consists of a dashboard camera that generates 12 second video clips when triggered by certain actions such as hard braking or a collision impact. Recorded video clips are reviewed by Lytx to identify risky driving behaviors (cell phone use, following too closely, driver unbelted, etc.) and the City is notified to proactively coach those identified behaviors of concern.

Event recorders currently installed operate on the 3G network. The cellular provider which operates the 3G network is scheduled to be taken offline in December 2021. As such, this hardware needs to be replaced or upgraded due to becoming obsolete.

FINDINGS AND CONCLUSIONS:

Historically, the City purchased the event recorders outright at a cost up to $575 per the GSA schedule. This purchase agreement included a specified subscription duration (60 months) and a limited warranty (3 years).

Lytx has prepared a quote for a lease option that allows the City to upgrade the hardware that benefits the City as it relates to the cost of the hardware and the warranty term length.

FISCAL IMPACT:

The hardware will be provided to the City at no cost for the duration of the lease. The annual subscription cost will remain the same at $353 per event recorder, or $150,378 annual (426 total current event recorders). Funds have been budgeted in account number 626-099-999-590-81-31010 for the subscription costs.

The hardware lease and annual subscription cost will be in accordance with the GSA schedule.

This number will ultimately be dependant on the total number of vehicles within the City's fleet and could increase or decrease from fiscal year to fiscal year.

The Fleet department has agreed to provide installation of the new hardware over a 3-month period.

PROCUREMENT REVIEW:

The agreement has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
The agreement is pending review for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Explore vendors that compete with Lytx in order to complete a pilot program to compare capabilities, and obtain quotes to compare the fiscal impacts.

SUPPORT MATERIALS:
Lytx Price Quote MPA - City of Ocala - 11-12-2020 (PDF)
Auto Claim and DC Trends (PDF)

File #: 2026-0266 Agenda Item #: 10i.

Submitted By: William E. Sexton, City Attorney

Presentation By: William E. Sexton

Department: City Attorney

FORMAL TITLE:
Interlocal Agreement for the Collection and Expenditure of Impact Fees (Emergency Medical Services)

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Following months of consideration, deliberation, and review, and in accordance with a comprehensive study performed by an outside consultant and Chapter 163, *Florida Statutes*, the Board of County Commissioners of Marion County, Florida (BOCC) adopted an ordinance imposing emergency medical services impact fees in Marion County, Florida.

On or about May 23, 2025, based upon that study, further deliberation and negotiation with stakeholders, including the City of Ocala, the BOCC adopted Ordinance 2025-17, which imposed an emergency medical services impact fee for Marion County, Florida.

Ordinance 2024-06, applied in both the unincorporated areas and the incorporated areas of Marion County, Florida, and has an effective date of October 1, 2025.

The BOCC and the City of Ocala now desire to enter into an interlocal agreement that outlines the specific terms and conditions of their relationship vis-à-vis the collection and distribution of the emergency medical services impact fees collected in accordance with the aforementioned ordinance.

Given that the BOCC has not previously imposed an impact fee for emergency medical services, there has never been an interlocal agreement for the collection of these fees.

This interlocal agreement authorizes the City of Ocala to assess an administrative fee for the collection, maintenance, and distribution of the emergency medical services impact fees collected in accordance with the

aforementioned ordinance.

FINDINGS AND CONCLUSIONS:
The City Council of the City of Ocala, Florida finds, determines, and concludes that approval of and entry into an Interlocal Agreement for the Collection and Expenditure of Impact Fees (Emergency Medical Services) is intended to and does protect and promote the health, safety, and welfare of the citizens of the City of Ocala, Florida and is in the best interest of the City of Ocala, Florida, and its citizens.

FISCAL IMPACT:
There will likely be a minor fiscal impact related to the collection, maintenance, and distribution of the emergency medical services impact fees collected in accordance with the aforementioned ordinance. Specifically, there will be staff resources needed to process and account for the fees collected by the City of Ocala and distributed to the BOCC. Any such impact should be offset by the administrative fees assessed by the City of Ocala in accordance with the interlocal agreement.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The Interlocal Agreement for the Collection and Expenditure of Impact Fees (Emergency Medical Services) was prepared by the City Attorney's Office in coordination with BOCC staff and legal counsel and has been reviewed and approved as to form and legality by William E. Sexton, City Attorney.

ALTERNATIVE(S):

- Approve entry into Interlocal Agreement for the Collection and Expenditure of Impact Fees (Emergency Medical Services) with changes;
- Table for consideration at a later date; or
- Not approve entry into Interlocal Agreement for the Collection and Expenditure of Impact Fees (Emergency Medical Services).

CITY OF OCALA, FLORIDA
AND
BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

INTERLOCAL AGREEMENT
FOR THE COLLECTION AND EXPENDITURE OF IMPACT FEES
(EMERGENCY MEDICAL SERVICES)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2025, by and between the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 S.E. Watula Avenue, Ocala, Florida 34471 (hereinafter CITY), and the BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 601 S.E. 25th Avenue, Ocala, Florida 34471 (hereinafter COUNTY).

WITNESSETH:

WHEREAS, pursuant to its home rule powers and applicable law, including Chapter 163, *Florida Statutes*, on or about May 23, 2025, the Board of County Commissioners of Marion County, Florida adopted Ordinance No. 2025-17, the "Marion County Fire Rescue Impact Fee Ordinance (hereinafter the "Ordinance") imposing an impact fee for emergency medical services (hereinafter "EMS Impact Fee") on new development within Marion County, Florida, including within the corporate boundaries of the City of Ocala, Florida; and

WHEREAS, the effective date of the Ordinance is October 1, 2025; and

WHEREAS, because the CITY provides its own Fire Protection service within its city limits, this Agreement relates only to impact fees related to the COUNTY's provision of EMS service within the city limits, and the fee schedule established in §10-340(b) of the Ordinance.

WHEREAS, the Ordinance requires that the EMS Impact Fee be collected at the time that a certificate of occupancy is issued by the authority having jurisdiction over the new development and/or construction which is subject to the fee; and

WHEREAS, the Board of County Commissioners of Marion County, Florida desires to coordinate with the City of Ocala, Florida to provide for the collection of the EMS Impact Fee by the City at the time of issuance of a certificate of occupancy for new development within the jurisdiction of the City; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to enter into interlocal agreements to cooperatively exercise their powers and responsibilities; and

WHEREAS, the Board of County Commissioners of Marion County, Florida and the City of Ocala, Florida desire to enter into such an interlocal agreement to establish the terms and conditions governing the

collection, remittance, accounting, and reporting of the EMS Impact Fees collected by the CITY on behalf of the COUNTY; and

WHEREAS, the City Council of the City of Ocala, Florida and the Board of County Commissioners of Marion County, Florida find and determine that entry into this interlocal agreement and the articulation of the terms and conditions governing the collection, remittance, accounting, and reporting of the EMS Impact Fees collected by the CITY on behalf of the COUNTY herein serves a public purpose and furthers the protection of the health, safety and welfare of the citizens of the City of Ocala, Florida and Marion County, Florida; and

WHEREAS, the City Council of the City of Ocala, Florida and the Board of County Commissioners of Marion County, Florida find and determine that entry into this interlocal agreement and the articulation of the terms and conditions governing the collection, remittance, accounting, and reporting of the EMS Impact Fees collected by the CITY on behalf of the COUNTY contained herein are in the best interest of the City of Ocala, Florida, Marion County, Florida and their citizens; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

Section 1. Ratification, Adoption and Incorporation of Recitals.

CITY and COUNTY ratify the above-outlined recitals as true and correct; adopt and incorporate them herein as part and parcel of this Agreement.

Section 2. Purpose and Authority for Agreement.

A. This Agreement is entered into for the purpose of outlining the terms and conditions governing the collection, remittance, accounting, and reporting of EMS Impact Fees collected by the CITY on behalf of COUNTY.

B. This Agreement is entered into pursuant to:

i. The authority granted by Chapter 163, *Florida Statutes*; and

ii. The authority and powers of CITY and COUNTY as articulated in Chapter 166, *Florida Statutes*, and Chapter 125, *Florida Statutes*, respectively; and

iii. Marion County Ordinance No. 2025-17.

iv. Other relevant provisions of Florida law.

Section 3. Collection and Remittance of EMS Impact Fees.

A. Collection of EMS Impact Fees.

CITY agrees to collect the EMS Impact Fee, as established by the Ordinance at the time of issuance of a certificate of occupancy for all new development subject to the EMS Impact Fee within CITY's jurisdiction.

B. Amount of EMS Impact Fees to be Collected.

i. CITY shall collect the EMS Impact Fee in the amount(s) set forth in the schedule of fees in §10-340(b) of the Ordinance, which is also attached hereto as **Exhibit 1** and incorporated herein by reference.

ii. CITY and COUNTY understand, acknowledge and agree that COUNTY may, from time to time, amend said schedule of fees and:

a. COUNTY shall provide CITY with notice of any amendments to said schedule of fees as soon as is practical following adoption of the same; and

b. CITY agrees to collect the EMS Impact Fee as set forth in schedule of fees most recently adopted by COUNTY and provided by COUNTY to CITY as required herein.

C. Administrative Fee for Collection of EMS Impact Fees.

i. CITY may collect, in addition to the amount of the EMS Impact Fees, an administrative fee for the collection of EMS Impact Fees in accordance with this agreement.

ii. The amount of the administrative fee retained by CITY shall be based upon the actual cost of collection in accordance with Chapter 163, *Florida Statutes*.

D. Remittance of EMS Impact Fees.

CITY shall remit to COUNTY all EMS Impact Fees collected, less the administrative fee outlined above and herein on a monthly basis.

Section 4. Accounting for EMS Impact Fees.

A. Accounting for EMS Impact Fees Collected by City of Ocala, Florida.

COUNTY shall account for all EMS Impact Fees collected within the corporate limits of the City of Ocala, Florida separately from other EMS Impact Fees collected elsewhere in Marion County, Florida and shall maintain records identifying the amounts collected within the City.

B. Quarterly Reporting of EMS Impact Fees.

COUNTY shall provide to CITY on not less than a quarterly (four times per calendar year) basis, a copy of the most recent Fire EMS Advisory Board Report that shall include:

i. The total amount of EMS Impact Fees collected within the City during the preceding quarter;

ii. The cumulative amount of EMS Impact Fees collected within the City to date;

iii. The expenditures made from EMS Impact Fees collected within the City during the preceding quarter, including the purpose and location of each expenditure;

iv. With respect to each expenditure reported, COUNTY shall make its best effort to identify the manner in which any such expenditure provided a benefit, particularly but not necessarily limited to, the benefit of reduced emergency medical services response time(s) to CITY; and

v. The balance of unexpended EMS Impact Fees collected within the CITY as of the end of the reporting period.

C. Each quarterly report shall be delivered to the CITY no later than thirty (30) days after the end of each calendar quarter.

Section 5. Expenditure of EMS Impact Fees.

The EMS Impact Fees collected by CITY and remitted to COUNTY as outlined above and herein shall be expended by COUNTY:

A. In accordance with Chapter 163, *Florida Statutes*;

B. In accordance with the Ordinance; and

C. So as to ensure that all EMS Impact Fees collected by CITY for new development which is subject to the fee are expended in a manner which provides a benefit to said development, particularly but not necessarily limited to, the benefit of reduced emergency medical services response time(s). EMS Impact Fees collected within the CITY directly support reduced EMS response times by funding strategic resource placement, advanced life support equipment. Benefits include improved patient outcomes, increased survivability for critical emergencies (cardiac arrests, strokes and trauma), enhanced community resilience, and alignment with national response time performance standards.

Section 6. Term of Agreement.

This Agreement shall take effect as outlined in Section 30. below and herein and shall remain in full force and effect until terminated by either party as provided for in Section 7. below and herein.

Section 7. Termination of Agreement.

A. Either CITY or COUNTY may, at its discretion, with or without cause, including at and for its convenience, terminate this Agreement upon the provision of one hundred and eighty (180) days written notice to the other party.

B. In the event of termination, CITY shall, as soon as is practical, remit to COUNTY all EMS Impact Fees collected but not yet remitted as of the date of termination, and COUNTY shall continue to provide CITY with the reports described in Section 4 of this Agreement regarding any unexpended EMS Impact Fees previously collected by CITY until such time as said funds are fully expended.

Section 8. Filing of Agreement.

In accordance with the requirements of Section 163.01(11), *Florida Statutes*, this Agreement shall be filed with the Clerk of the Circuit Court for Marion County, Florida, or recorded in the Official Records of Marion County, Florida.

Section 9. Notices to Parties.

A. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested.

B. Notices can be concurrently delivered by e-mail.

C. All notices shall be addressed to the respective parties as follows:

If to CITY:

City of Ocala, Florida
Attention: City Manager
110 S.E. Watula Avenue
Ocala, Florida 34471

With copies to:

Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Telephone 352-629-8343
Electronic Mail notices@ocalafl.gov

and

City Attorney
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34471
Telephone 352-401-3972
Electronic Mail cityattorney@ocalafl.gov

If to COUNTY:

Marion County Administration
601 SE 25th Avenue
Ocala, Florida 34471
Telephone: 352-438-2330

With a copy to:

County Attorney
601 SE 25th Avenue
Ocala, Florida 34471
Telephone: 352-438-2330
Electronic Mail: matthew.minter@marionfl.org

Section 10. Compliance with Applicable Laws and Regulations.

With respect to its consideration and adoption of the Ordinance and its collection administration and expenditure of EMS Impact Fees, COUNTY represents and certifies to CITY that COUNTY has and shall continue to comply with all applicable federal, state, and local laws, regulations, and ordinances, specifically including those established by Chapter 163, *Florida Statutes*, relating to impact fees.

Section 11. Waiver of Liability by the Parties

CITY and COUNTY, on behalf of themselves, their elected officials, administrators, employees, volunteers, and agents, and/or representatives, hereby waive and release any and all claims or rights that they have, had, has or will have against each other and their elected and appointed officials, employees, agents, volunteers, and representatives, together with their heirs, representatives, successors, executors, administrators and assigns, for any and all injuries and any other kind of damages arising out of or suffered in connection with this Agreement.

Section 12. Indemnification by the Parties.

A. Subject to the limitations outlined in Section 768.28, *Florida Statutes*, COUNTY agrees to indemnify, hold harmless, and defend CITY, and its elected and appointed officials, employees, agents, volunteers, and representatives, together with CITY's heirs, representatives, successors, executors, administrators and assigns, from and against any and all suits and actions including attorney fees and all costs of litigation and judgments, claims for damages or injuries of whatever kind or character, whether real, personal or mixed, arising out of, resulting from, or occurring in connection with this Agreement and arising out of the sole negligence, recklessness, or intentional act or omission of COUNTY.

B. Subject to the limitations outlined in Section 768.28, *Florida Statutes*, CITY agrees to indemnify, hold harmless, and defend COUNTY, and its elected and appointed officials, employees, agents, volunteers, and representatives, together with COUNTY's heirs, representatives, successors, executors, administrators and assigns, from and against any and all suits and actions including

attorney fees and all costs of litigation and judgments, claims for damages or injuries of whatever kind or character, whether real, personal or mixed, arising out of, resulting from, or occurring in connection with this Agreement and arising out of the sole negligence, recklessness, or intentional act or omission of CITY.

C. CITY and COUNTY understand, acknowledge and agree that there is a possibility for litigation challenging the validity of the EMS Impact Fee, by virtue of compliance with the requirements of Chapter 163, *Florida Statutes*, including but not necessarily limited to the methodology utilized in the development and imposition of the EMS Impact Fee, the procedure for the implementation of the EMS Impact Fee or the expenditure of funds collected from the EMS Impact Fee.

D. COUNTY agrees to indemnify, hold harmless and defend CITY from all claims, suits and actions, including all costs of the litigation, attorneys' fees and any judgment(s) against CITY for the same, arising from said litigation challenging the validity of the EMS Impact Fee as imposed by COUNTY through the Ordinance, where CITY becomes involved pursuant to the collection of the EMS Impact Fee as outlined above and herein.

E. Nothing in this section shall be construed to constitute an agreement for CITY or COUNTY to indemnify and hold harmless the other for that party's own negligent, willful, or intentional acts or omissions.

Section 13. No Waiver of Sovereign Immunity.

A. Nothing contained herein is intended to waive sovereign immunity by the CITY or COUNTY to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Section 768.28, *Florida Statutes*.

B. This provision shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

Section 14. Provision for Public Records.

CITY and COUNTY shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, *Florida Statutes*. Specifically, they shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from either public agency's custodian of public records, provide the public agency 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.

C. 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 they do not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in their possession or keep and maintain public records required by the public agency to perform the service. If either party transfers all public records to the public agency upon completion of the contract, they shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If either party keeps and maintains public records upon completion of the contract, they shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. Any party who fails to provide public records to the other within a reasonable time may be subject to penalties under section 119.10, *Florida Statutes*.

IF CITY AND/OR COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF OCALA, FLORIDA
110 S.E. WATULA AVENUE, OCALA, FLORIDA 34471
TELEPHONE: 352-629-8266
E-MAIL: clerk@ocalafl.gov

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA
601 SE 25th AVENUE, OCALA, FLORIDA 34471
TELEPHONE: 352-438-2330
E-MAIL: James.Blevins@Marionfl.org

Section 15. Amendment(s) to Agreement.

Any amendments to this Agreement must be made in writing and signed by both parties.

Section 16. Entirety of Agreement.

A. This Agreement, including exhibits, (if any) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto herein.

B. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement.

C. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

Section 17. Wavier of Agreement Provisions.

A. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder.

B. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement.

C. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

Section 18. Severability of Agreement Provisions.

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law and, should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions hereof.

Section 19. Mutuality of Negotiation.

CITY and COUNTY understand, acknowledge and agree that this Agreement is a result of negotiations between CITY and COUNTY, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the same.

Section 20. Rights of Third Parties.

A. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns.

B. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

Section 21. Governing Law for Agreement.

This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

Section 22. Jurisdiction and Venue for Proceedings.

A. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida and any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in

the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division.

B. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

Section 23. Waiver of Trial by Jury.

IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

Section 24. Recovery of Attorneys' Fees.

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges reasonably billed by the attorney to the prevailing party.

Section 25. Reference to Parties.

Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

Section 26. Section Headings in Agreement.

The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

Section 27. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be considered to be an original and all of which shall constitute the same instrument.

Section 28. Execution by Electronic Signature.

A. CITY and COUNTY, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment.

B. A duplicate or copy of this Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

Section 29. Legal Authority to Execute Agreement.

Each person signing on behalf of either party individually warrants that they have full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained herein.

Section 30. Effective Date of Agreement.

This Agreement shall be effective upon execution by both CITY and COUNTY and the filing of this Agreement with the Clerk of the Circuit Court of Marion County, Florida.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have signed and set their seals and executed this interlocal agreement this _____ day of _____ 2025.

CITY OF OCALA, FLORIDA,
a Florida municipal corporation,

_____

By: KRISTEN M. DREYER, as City Council President

_____ _____

WITNESS 1 (signature) WITNESS 2 (signature)

_____ _____

WITNESS 1 (printed name and address) WITNESS 2 (printed name and address)

ATTEST:

_____

By: ANGEL JACOBS, as
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

By: WILLIAM E. SEXTON, as City Attorney

IN WITNESS WHEREOF, the parties have signed and set their seals and executed this interlocal agreement this _____ day of _____ 2025.

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida,

_____

By: KATHY BRYANT, as its Chairwoman

ATTEST:

_____

By: GREGORY C. HARRELL, as
Clerk of the Court and Comptroller and Clerk to the Board

APPROVED AS TO FORM AND LEGALITY:

_____

By: MATTHEW GUY MINTER, as
County Attorney

CITY OF OCALA, FLORIDA
AND
BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

INTERLOCAL AGREEMENT
FOR THE COLLECTION AND EXPENDITURE OF IMPACT FEES
(EMERGENCY MEDICAL SERVICES)

Exhibit 1

Board of County Commissioners of Marion County, Florida *Ordinance 2025-17*

ORDINANCE NO. 2025-17

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIOINERS OF MARION COUNTY, FLORIDA, REGARDING FIRE RESCUE IMPACT FEES; CREATING DIVISION 3, ARTICLE XI OF CHAPTER 10 OF THE MARION COUNTY CODE RELATING TO FIRE RESCUE IMPACT FEES; ADOPTING A NEW SECTION 10-335 OF THE MARION COUNTY CODE ON FINDINGS, A NEW SECTION 10-336 ON DEFINITIONS APPLICABLE TO FIRE RESCUE IMPACT FEES, A NEW SECTION 10-337 ON COMPUTATION OF AMOUNT OF FEES, A NEW SECTION 10-338 ON DEVELOPER CONTRIBUTION CREDITS, A NEW SECTION 10-339 ON USE OF FUNDS, A NEW SECTION 10-340 ON FIRE RESCUE IMPACT FEE SCHEDULE; AMENDING SECTION 10-282 OF THE MARION COUNTY CODE ON ADOPTION OF IMPACT FEE TECHNICAL STUDIES; DIRECTING THE PROVISION OF NOTICE OF IMPACT FEE RATES; PROVIDING FOR SEVERABILITY, CODIFICATION, LIBERAL CONSTRUCTION, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA:

SECTION 1. ADOPTION OF THE FIRE RESCUE IMPACT FEE ORDINANCE.

The Board of County Commissioners hereby enacts and adopts the Fire Rescue Impact Fee Ordinance, to be codified as Division 3, Article XI of Chapter 10 of the Marion County Code of Ordinances, which shall read as follows:

DIVISION 3. – FIRE RESCUE IMPACT FEES

Sec. 10-335. - Findings. It is hereby ascertained, determined, and declared:

(1) Development necessitated by the growth contemplated in the Marion County Comprehensive Plan and the Technical Study for Fire Rescue Impact Fees will require Infrastructure improvements to the Fire Rescue System to accommodate the new development generated by such growth and maintain the standards of service provided by the Fire Rescue System.

(2) The County operates both a Fire Protection System and an EMS System that together deliver consolidated fire protection and EMS rescue services through cross-trained personnel and some dual-use capital equipment and capital facilities that together form the County's Fire Rescue System.

(3) Future growth, as represented by Impact Generating Land Development Activity, should contribute to the cost of Infrastructure improvements to the Fire Rescue System required to accommodate the impacts generated by such growth as contemplated in the comprehensive plan.

(4) The required Infrastructure improvements to the Fire Rescue System needed to accommodate existing development shall be financed by revenue sources of the county other than Fire Rescue Impact Fees. The required Infrastructure improvements to the Fire Rescue System needed to eliminate any deficiencies shall be financed by revenues other than Fire Rescue Impact Fees.

(5) Implementation of the Fire Rescue Impact Fees to require Impact Generating Land Development Activity within the County to contribute its fair share to the cost of required Infrastructure is an integral and vital element of the regulatory plan of growth management of the County.

(6) There is a rational nexus between future growth, as measured by Impact Generating Land Development Activity, and the need to expand the Fire Rescue System through the acquisition and construction of new Buildings, apparatus, equipment, and other Infrastructure in order to maintain the standards of service currently provided by the Fire Rescue System. The Fire Rescue Impact Fees adopted herein for each Impact Fee Land Use Category are proportional to the impact expected to be generated by Impact Generating Land Development Activity.

(7) Because the County is the sole provider of emergency medical services within the County, the EMS System benefits all residents of the County; therefore, the EMS Impact Fee shall be imposed in all unincorporated areas of the County and within all municipal areas for so long as they participate in the EMS System.

(8) Because the County is the primary provider of fire protection services within the unincorporated area of the County and within the cities of Belleview, Dunnellon, Reddick, and McIntosh, the Fire Protection System benefits all residents of those areas; therefore, the Fire Protection Impact Fee shall be imposed in all unincorporated areas of the County and within the incorporated areas of Belleview, Dunnellon, Reddick, and McIntosh.

(9) The Board expressly finds that the Infrastructure improvements and additions to the Fire Rescue System provide a benefit to all Impact Generating Land Development Activity within the County that is in excess of the actual Fire Rescue Impact Fees and the collection of Fire Rescue Impact Fees is an important source of funding for the County capital improvement plan. The Board has determined that ad valorem tax revenue and other revenues will not be sufficient to provide the Infrastructure improvements to the Fire Rescue System

that are necessary to accommodate Impact Generating Land Development Activity within the County.

(10) The purpose of this Ordinance is to require payment of Fire Rescue Impact Fees by those who engage in Impact Generating Land Development Activity to provide for the cost of Infrastructure improvements to the Fire Rescue System that are required to accommodate such growth. This Ordinance shall not be construed to permit the collection of Fire Rescue Impact Fees in excess of the amount reasonably anticipated to offset the demand on the Fire Rescue System generated by such applicable Impact Generating Land Development Activity.

(11) In recognition that capital facility planning is an evolving process, it is the intent of the Board that needed Infrastructure improvements to the Fire Rescue System be identified and evaluated periodically to ensure Fire Rescue Impact Fee revenues are allocated to provide benefits to new development as required by law. By periodically reevaluating Fire Rescue Impact Fees and planned improvements capital improvements, the County can ensure fees are imposed equitably and lawfully and are utilized effectively based upon actual and anticipated growth needs at the time of their imposition. Therefore, the cost of reviewing, updating, and adjusting this Ordinance is necessary to ensure that Fire Rescue Impact Fees are imposed and administered in accordance with applicable law.

(12) The technical study entitled "Marion County Fire Rescue & EMS Impact Fee Update Study" dated February 28, 2025, prepared by Benesch, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the needs for and costs of additional fire protection and EMS Infrastructure in Marion County.

(13) The data set forth in the Technical Study which was employed in the calculation of the Fire Rescue Impact Fee rates imposed herein is the most recent and localized data available for the Fire Rescue System and was not more than 4 years old at the time of the updated Fire Rescue Impact Fee Study. The Fire Rescue Impact Fee rates included herein were adopted within twelve (12) months of the initiation of the Technical Study.

(14) The Fire Rescue Impact Fees collected by the County pursuant to this Ordinance may be used to pay existing debt related to the construction of Infrastructure or for previously approved capital projects. The Board legislatively finds and determines that this Infrastructure or previously approved capital projects that are funded by the Fire Rescue Impact Fees are proportional and have a rational nexus to the impacts generated by new development that contributes Fire Rescue Impact Fees towards the funding of these facilities and

that there is available capacity to serve those properties from the debt funded Infrastructure from previously approved projects.

Sec. 10-336. – Definitions Applicable to Fire Rescue Impact Fees. The following words, terms, and phrases when used in this Ordinance shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

EMS Impact Fee means the portion of the Fire Rescue Impact Fee imposed by the Board that relates to the EMS System.

EMS System means the Infrastructure, including Land, Buildings, apparatus, and equipment, provided by the County that is used for handling of emergency medical incidents.

Fire Protection Impact Fee means the portion of the Fire Rescue Impact Fee imposed by the Board that relates to the Fire Protection System.

Fire Protection System means the Infrastructure, including Land, Buildings, apparatus, and equipment, provided by the County that is used for suppression and prevention of fires and other disasters and the handling of incidents involving hazardous materials within the County.

Fire Rescue Impact Fee means collectively the Fire Protection Impact Fee and EMS Impact Fee imposed pursuant to this Ordinance to fund growth-necessitated Infrastructure for the Fire Rescue System.

Fire Rescue System means collectively mean the EMS System and Fire Protection System.

Infrastructure means a fixed capital expenditure or fixed capital outlay providing additional capacity to the Fire Rescue System, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvements to the Fire Rescue System that have a life expectancy of at least 5 years; related Land acquisition, Land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the Public Facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, and the equipment necessary to outfit the vehicle for its official use.

Sec. 10-337. – Computation of Amount of Fees.

(a) All Impact Generating Land Development Activity within the County, including all municipal areas, shall pay the EMS Impact Fees, as established in this division, at the time of issuance of a Certificate of Occupancy.

(b) All Impact Generating Land Development Activity within the unincorporated area of the County, including the municipal areas of the City of Belleview, City of Dunnellon, City of Reddick, and City of McIntosh, shall pay the Fire Protection Impact Fees, as established in this division, as a condition of issuance of a Certificate of Occupancy.

(c) At the time a complete application for a Building Permit is submitted for the construction of an Impact Generating Land Development Activity, the County will determine the amount of Fire Rescue Impact Fees to be paid. The impact fee shall be in the amounts set forth in section 10-340 and payable pursuant to Section 10-276.

(d) If the Impact Generating Land Development Activity includes fractional units, the fee shall be computed to the appropriate fraction.

(e) If the Impact Generating Land Development Activity is requested for mixed uses, then the Fire Rescue Impact Fee shall be determined through using the schedule adopted in Section 10-340 by apportioning the space committed to uses specified on the schedule.

(f) Pursuant to Section 10-275, in the case of a change of use, redevelopment or modification of an existing use which requires the issuance of a Building Permit, Site Plan approval, or Certificate of Occupancy, the Fire Rescue Impact Fee shall be based on the net increase in the impact fee for the new use as compared to the existing use.

(g) If the land development activity being commenced cannot be classified into an Impact Fee Land Use Category identified in section 10-340, then:

(1) The County Administrator shall use the fee schedule for the most nearly comparable Impact Fee Land Use Category to determine the Fire Rescue Impact Fee. If the County Administrator determines there is no comparable type of land use on the fee schedule, then the County Administrator shall calculate the appropriate Fire Rescue Impact Fee utilizing the methodology in the applicable Technical Study. The County Administrator shall utilize as a standard in this determination the impact assumed in the most comparable Impact Fee Land Use Category or any other generally accepted standard source of planning and cost impact analysis. The County Administrator shall determine the applicable Impact Fee Land Use Category for the Impact Generating Land Development Activity;

(2) Or the Feepayer may at their option determine the amount of Fire Rescue Impact Fees by use of an Independent Impact Analysis pursuant to section 10-278 of this article.

(h) Any Person undertaking an Impact Generating Land Development Activity who is in doubt as to the type or amount of any Impact Fees due may request, in writing, a nonbinding statement of Impact Fees due for the Impact Generating Land Development Activity from the County Administrator, who shall expeditiously respond, in writing, to the request. The County Administrator may

require sufficient drawings or plans related to the proposed development as a basis for his written answer.

Sec. 10-338. – Developer Contribution Credits.

(a) A credit shall be granted against the Fire Rescue Impact Fee imposed in this Article pursuant to a written impact fee credit agreement that has been approved by the Board for certain conveyance of suitable Land or other Infrastructure for the Fire Rescue System required to be made pursuant to a Development Order by the County, a municipal development order that is the subject of a written impact fee credit agreement approved by the Board for credit, or pursuant to a voluntary impact fee credit agreement made in connection with Impact Generating Land Development Activity. Such conveyances or improvements shall be subject to the following standards:

(1) The Land shall be an integral part of the Fire Rescue System, which is scheduled for acquisition in the County five (5) year capital improvement plan or any municipal five (5) year CIP. The Board may, by super majority vote, allow impact fee credits for conveyance of land for projects anticipated for acquisition beyond the five (5) year county CIP or beyond the first five (5) years of any municipal CIP.

(2) The non-Land Infrastructure to be acquired or constructed shall be an integral part of the Fire Rescue System which is scheduled for addition or construction in the five (5) year county CIP or any municipal CIP. The Board may, by super majority vote, allow for impact fee credits for acquisition or construction of Infrastructure for projects anticipated for construction beyond the County five (5) year CIP or beyond the first five (5) years of any municipal CIP.

(3) All conveyances of Land and other Infrastructure, together with right-of-way or easements required by the County, shall be conveyed to the County pursuant to ordinances, resolutions or regulations then in effect and in a form acceptable to the county attorney provided however, this requirement may be waived by the Board where the conveyance is to any municipality or the state.

(4) If the Development Order requires the Feepayer to contribute Land or other Infrastructure or construct, expand, or pay for Land acquisition or construction or expansion of other Infrastructure, or portion thereof, which complies with the requirements of subsections 10-338(a) (1) and (2), and the Feepayer is also subject to Impact Fees or exactions to meet the same needs, the Feepayer shall receive a Fire Rescue Impact Fee credit on a dollar-for-dollar basis at fair market value as of the date of conveyance pursuant to an impact fee credit agreement with the County in conformance with subsection (f). The nongovernmental Feepayer need not be required, by virtue of this credit, to competitively bid or negotiate any part of the construction or design of the Infrastructure, unless otherwise required by the County, or unless the estimated

cost of construction exceeds two million dollars ($2,000,000.00), in which case the project shall be competitively bid unless waived by the Board.

(5) Any credit granted for conveyance of Land or contribution or construction of other Infrastructure shall be valued in accordance with subsection (d).

(6) Any Feepayer seeking a credit against Impact Fees for development within any municipality shall contact the County Impact Fee Coordinator immediately and the County shall participate with the city during negotiation of the development order to be submitted to the Board for approval.

(b) A Feepayer who desires to contribute Land or acquire or construct other Infrastructure in lieu of payment, or in partial payment, of the Fire Rescue Impact Fee shall, prior to issuance of a Building Permit, submit to the County Administrator a proposed plan for the contribution of the Land or for the acquisition or construction of other Infrastructure for the Fire Rescue System. The County Administrator shall review the proposed plan to determine if it meets the requirements of this Section. If the amended proposed plan meets the requirements for credit, the County Administrator shall submit the proposed plan to the Board. If the proposed plan does not meet the requirements for credit, the County Administrator shall notify the applicant in writing. Upon such notice, the applicant may amend the application to meet the requirements for credit and, if applicable, may request the Board to add the project to the County CIP during its yearly update. The proposed plan of construction, dedication or contribution shall include:

(1) A designation and legal description of the Impact Generating Land Development Activity for which the plan is being submitted;

(2) A list of the contemplated Land or other Infrastructure to be donated;

(3) A legal description and a written appraisal prepared in conformity with subsection (d)(1) of this Section for any Land proposed to be dedicated or conveyed;

(4) Ar estimate of proposed acquisition or construction costs certified by a registered professional engineer or vendor quotation/invoice; and

(5) A proposed time schedule for completion of the proposed plan of construction, dedication or conveyance.

(c) Upon submission of a complete plan, the County Administrator shall schedule a presentation before the Board at a regularly scheduled meeting or a special meeting called for the purpose of reviewing the proposed plan, and shall

provide the applicant and Owner written notice of the time and place of the presentation. The Board may authorize the county attorney to prepare an impact fee credit agreement with the feepayer only if:

(1) Such proposed plan is in conformity with contemplated improvements and additions to the Fire Rescue System contained in the first five (5) years of the county capital improvement plan or a municipal CIP or otherwise approved by supermajority vote of the Board, and

(2) Such proposed plan, viewed in conjunction with other existing or proposed plans, will not adversely impact the cash flow or liquidity of the Fire Rescue Impact Fee trust account in such a way as to frustrate or interfere with other planned or ongoing growth-necessitated improvements and additions to the Fire Rescue System; and

(3) The proposed plan is consistent with the public interest. Upon approval of a proposed plan of construction or contribution, the County Administrator shall determine the amount of developer credit based upon the standards of valuation described in subsection (d) below, and shall approve the timetable for completion of construction.

(d) The Feepayer credit shall be applied to reduce the Fire Rescue Impact Fee on a dollar-for-dollar basis at fair market value and shall be determined according to the following standards of valuation:

(1) The value of contributed Land shall be based upon a written appraisal of fair market value by a qualified and professional appraiser acceptable to the County and based on an appraisal of the fair market value of the property to be contributed, as of the date of the contribution. However, the County may require submission of an additional appraisal by an appraiser selected by the County, at the expense of the applicant, if the appraisal submitted by the applicant is in excess of the value derived on the basis of the current county property appraiser's assessment multiplied by a factor of 1.50.

(2) The actual cost of construction of other Infrastructure for the Fire Rescue System shall be based upon costs certified by a professional engineer or approved vendor quotation/invoice. However, in no event shall any credit be granted for the donation of Infrastructure in excess of the estimated costs approved by the County unless the acquisition or construction project is competitively bid, in which case the credit shall be the actual cost or one hundred twenty (120) percent of the bid amounts whichever is less.

(e) All cost estimates shall be based upon, and all construction plans and specifications and applicable competitive bidding procedures shall be in conformity with the standards and procedures of the County. All plans and specification shall be approved by the County prior to commencement of construction.

(f) Upon approval for the contribution of Land or acquisition or construction of other Infrastructure, an impact fee credit agreement shall be entered into between the County and the Owner. A nonrefundable processing, review and audit fee of two thousand five hundred dollars ($2,500.00), which fee is equal to or less than the County's anticipated actual costs associated with the processing, review, and audit of the developer contribution credit, shall be due once the plan has been approved and prior to the preparation of an impact fee credit agreement by the county attorney. The agreement shall include, but not be limited to:

(1) Identification of the parties including a listing of all persons or entities who, collectively, own one hundred (100) percent of the fee simple interest in the real property described in the agreement. If requested by the county attorney, the applicant and owner shall provide to the county attorney, at no cost to the County, an attorney's opinion identifying the record owner, his authority to enter into the agreement and identify any lienholder having lien or encumbrance on the real property which is the subject of the agreement. Said opinion shall specifically describe each of the recorded instruments under which the record owner holds title, each lien or encumbrance, and cite appropriate recording information and incorporate by reference a copy of all such reference instruments.

(2) A finding that the construction or contributions contemplated by the agreement are consistent with the comprehensive plan.

(3) A legal description of the site of the Impact Generating Land Development Activity subject to the agreement.

(4) The duration of the agreement shall be for a period of five (5) years unless the applicant requests a longer period in which the Board may approve a period of up to twenty (20) years. All credits available under an impact fee credit agreements shall be transferable within the County. In no event shall the duration exceed twenty (20) years, exclusive of any moratoria, from the date of recording in the official records.

(5) A description of the construction or contributions to the Fire Rescue System to be made pursuant to the agreement.

(6) An acknowledgment that the construction or contributions contemplated under the agreement shall be construed and characterized as work done and property rights acquired by the County for the improvement of the Fire Rescue System and that the County has exclusive control of the construction or contributions, including whether or not they are subsequently transferred to another governmental agency.

(7) Adoption of the approved time schedule for completion of the plan.

(8) Determination of the amount of credit to be granted.

(9) A requirement that the Owner keep or provide for retention of adequate records and supporting documentation which concern or reflect total project cost of the Land or other Infrastructure to be contributed. This information

shall be available to the County, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of the agreement.

(10) A requirement that the credit for the Fire Rescue Impact Fees identified in the agreement shall run with the land for which the Fire Rescue Impact Fee is being assessed and shall be reduced for each Building Permit issued thereon until the development project is either completed or the credits are exhausted or no longer available.

(11) That the burdens of the agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

(12) An acknowledgment that the failure of the agreement to address any permit, condition, term, or restriction shall not relieve either the applicant or the Owner, or their successors, of the necessity of complying with any law, ordinance, rule or regulation governing said permitting requirements conditions, terms or restrictions.

(13) Compliance with the risk management guidelines which may be established by the County's risk management department from time to time, including but not limited to insurance and indemnification language acceptable to the County.

(14) Annual review and audit of performance under the agreement to determine whether or not there has been demonstrated good faith compliance with the terms of the agreement and to report the credit applied toward payment of Fire Rescue Impact Fees and the balance of available and unused credit. If the Board finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the agreement, the agreement may be revoked or modified by the County.

(15) To allow for modification or revocation of the agreement as is necessary to comply with relevant state or federal laws, if state or federal laws are enacted after the execution of the agreement which are applicable to and preclude parties' compliance with the terms of the agreement.

(16) To allow amendment or cancellation by mutual consent of the parties to the agreement or by their successors in interest.

(17) Recording of the agreement in the official records within fourteen (14) days after the County enters into the agreement.

(g) A Feepayer seeking an impact fee credit agreement pursuant to proposed improvements under a municipal Development Order may request Board approval of a written impact fee credit agreement prior to the issuance of a municipal Development Order. Any Feepayer that anticipates seeking a credit pursuant to a municipal Development Order shall contact the County Impact Fee coordinator immediately upon becoming aware of its possible eligibility for a credit. The County shall be entitled to review all studies and participate with the municipality in negotiations with the Feepayer. Prior to municipal approval of the

Development Order, the Feepayer shall prepare and submit a proposed impact fee credit agreement to the County Administrator for review and comment. If the Board approves the impact fee credit agreement and the municipality approves the Development Order, the Feepayer will be entitled to credits as set forth in the impact fee credit agreement pursuant to the provisions of this section without further Board approval. The Board may grant partial credits for proposed improvements under a municipal Development Order.

(h) Any Land to be dedicated to the County shall be dedicated no later than the time at which Fire Rescue Impact Fees are required to be paid under this section. The portion of the fee represented by a credit for acquisition or construction shall be deemed paid when the acquisition or construction is completed and accepted by the County or when Adequate Security for the completion of the construction has been provided.

(i) Any developer contribution credit granted from the Fire Rescue Impact Fee shall only be for construction or contributions made to the Fire Rescue System to accommodate growth within the County. Credits granted under this section shall run with the land and may be assigned to other developments, regardless of ownership, within the County.

(j) If the Fire Rescue Impact Fee rates are increased after a credit is granted under this section, the credit holder shall be entitled to the full benefit of the intensity or density prepaid by the credit amount as of the date the credit was established.

Sec. 10-339. – Use of Funds.

(a) All Fire Rescue Impact Fee funds collected under this Ordinance and shall be used solely to provide growth-necessitated Infrastructure improvements to the County's Fire Rescue System, and not for maintenance or operations. Funds on deposit in the Fire Rescue Impact Fee trust account shall not be used for any expenditure that would be classified as a maintenance or repair expense. Fire Rescue Impact Fees may be used for the following purposes, including, but not limited to:

(1) Land acquisition, including any cost of acquisition or condemnation;

(2) Fees for professional services, including, but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management and consultant fees to study and update this Ordinance;

(3) Design and construction plan preparation;

(4) Site development and on-site and off-site improvements incidental to the construction thereto;

(5) Any permitting or application fees necessary for the construction;

(6) Design and construction of new fire rescue Infrastructure;

(7) Design and construction of new drainage facilities required by the construction new fire rescue Infrastructure;

(8) Relocating utilities required by the construction of fire rescue Infrastructure;

(9) Landscaping;

(10) Construction management and inspection;

(11) Surveying, soils, and materials testing;

(12) Acquisition of qualified apparatus, vehicles, and equipment for the Fire Rescue System;

(13) Repayment of monies borrowed from any budgetary fund of the County which was used to fund growth necessitated Infrastructure improvements to the Fire Rescue System as provided herein.

(c) Proceeds collected from Fire Rescue Impact Fees and all interest accrued on such funds shall be used solely within those areas served by the EMS System and Fire Protection System, respectively.

(d) There is hereby established a Marion County Fire Protection Impact Fee Trust Fund and a Marion County EMS Impact Fee Trust Fund for the purpose of ensuring that the fees collected pursuant to this Ordinance are designated and held separately to provide growth-necessitated Infrastructure improvements for the Fire Protection System and EMS System, respectively. The Fire Protection Impact Fees shall be deposited into the Fire Protection Impact Fee Trust fund immediately upon receipt and the EMS Impact Fees shall be deposited into the EMS Impact Fee Trust Fund immediately upon receipt.

(e) Funds shall be encumbered and expended in the order in which they are collected. Any proceeds in a trust fund account on deposit, not immediately necessary for expenditure, may be invested in interest bearing assets. All income derived from this investment shall be added to and retained in the trust fund account.

(f) Each year, at the time the annual county budget is reviewed, the County Administrator shall propose appropriations to be spent from the Fire Protection

and EMS Impact Fee Trust Funds. After review of the County Administrator's recommendation, the Board shall approve, modify, or deny the recommended expenditures of the trust fund monies. Any amounts not appropriated from a trust fund account, together with any interest earnings, shall be carried over in the specific trust fund account to the following fiscal year.

Sec. 10-340. – Fire Rescue Impact Fee Schedule.

(a) Except as otherwise provided by the terms of this Article, all Impact Generating Land Development Activity within the unincorporated area of the County and within the incorporated areas of the cities of Belleview, Dunnellon, Reddick, and McIntosh shall pay the Fire Protection Impact Fees set forth in the schedule below as a condition of issuance of a Certificate of Occupancy:

Marion County
Fire Protection Impact Fee Rates

ITE	Land Use	Impact Unit	Fire Protection Impact Fee
	RESIDENTIAL:		
210/215	Single Family		
	- 1,500 sf or less	du	$663
	- 1,501 to 2,499 sf	du	$753
	- 2,500 sf and greater	du	$829
220/221/222	Multi-Family	du	$505
210/240	Mobile Home	du	$643
251	Senior Adult Housing - Detached	du	$453
252	Senior Adult Housing - Attached	du	$300
	TRANSIENT, ASSISTED, GROUP:		
253	Congregate/Assisted Care Facility	du	$396
310	Hotel	room	$567
320	Motel	room	$486
620	Nursing Home	bed	$491
	RECREATIONAL:		
411	Public Park	acre	$19
416	RV Park/Campground	site	$219
420	Marina	berth	$57
430	Golf Course	hole	$381
445	Movie Theater	screen	$2,212
492	Racquet Club/Health Spa	1,000 sf	$1,001
495	Recreational Community Center	1,000 sf	$863
	INSTITUTIONAL:		
520	Elementary School (Private)	student	$48
522	Middle School (Private)	student	$43
525	High School (Private)	student	$38

540	University/Junior College (7,500 or fewer students) (Private)	student	$48
550	University/Junior College (more than 7,500 students) (Private)	student	$38
560	Church	1,000 sf	$224
565	Day Care Center	1,000 sf	$405
590	Library	1,000 sf	$977
	MEDICAL:		
610	Hospital	1,000 sf	$610
640	Animal Hospital/Veterinary Clinic	1,000 sf	$648
	OFFICE:		
710	Office	1,000 sf	$453
720	Medical Office/Clinic	1,000 sf	$553
770	Business Park	1,000 sf	$439
	RETAIL:		
822	Retail 6,000 sfgla or less	1,000 sfgla	$939
822	Retail 6,001 to 40,000 sfgla	1,000 sfgla	$939
821	Retail 40,001 to 150,000 sfgla	1,000 sfgla	$1,306
820	Retail greater than 150,000 sfgla	1,000 sfgla	$896
840/841	New/Used Auto Sales	1,000 sf	$701
850	Supermarket	1,000 sf	$1,077
862	Home Improvement Superstore	1,000 sf	$863
880/881	Pharmacy/Drug Store with or w/o Drive-Thru	1,000 sf	$806
890	Furniture Store	1,000 sf	$148
	SERVICES:		
911	Bank/Savings Walk-In	1,000 sf	$524
912	Bank/Savings Drive-In	1,000 sf	$677
931	Restaurant	1,000 sf	$2,731
n/a	Small Local Restaurant	1,000 sf	$2,340
941	Quick Lube	service bay	$724
942	Automobile Care Center	1,000 sf	$739
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	$629
945	Gas Station w/Convenience Store 2,000 to 5,499 sq ft	fuel pos.	$991
	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	$1,292
947	Self-Service Car Wash	service bay	$415
948	Automated Car Wash	car tunnel	$4,585
	INDUSTRIAL:		
110	General Light Industrial	1,000 sf	$214

140	Manufacturing	1,000 sf	$253
150	Warehousing	1,000 sf	$48
151	Mini-Warehouse	1,000 sf	$14
154	High-Cube Transload and Short-Term Warehouse	1,000 sf	$67

(b) Except as otherwise provided by the terms of this Article, all Impact Generating Land Development Activity within the unincorporated and all incorporated areas of the County shall pay the EMS Impact Fee set forth in the schedule below as a condition of issuance of a Certificate of Occupancy:

Marion County
EMS Impact Fee Rates

ITE	Land Use	Impact Unit	EMS Impact Fee
	RESIDENTIAL:		
210/215	Single Family		
	- 1,500 sf or less	du	$208
	- 1,501 to 2,499 sf	du	$238
	- 2,500 sf and greater	du	$261
220/221/222	Multi-Family	du	$173
210/240	Mobile Home	du	$198
251	Senior Adult Housing - Detached	du	$143
252	Senior Adult Housing - Attached	du	$103
	TRANSIENT, ASSISTED, GROUP:		
253	Congregate/Assisted Care Facility	du	$131
310	Hotel	room	$176
320	Motel	room	$151
620	Nursing Home	bed	$152
	RECREATIONAL:		
411	Public Park	acre	$6
416	RV Park/Campground	site	$68
420	Marina	berth	$18
430	Golf Course	hole	$118
445	Movie Theater	screen	$685
492	Racquet Club/Health Spa	1,000 sf	$310
495	Recreational Community Center	1,000 sf	$267
	INSTITUTIONAL:		
520	Elementary School (Private)	student	$15
522	Middle School (Private)	student	$13
525	High School (Private)	student	$12
540	University/Junior College (7,500 or fewer students) (Private)	student	$15

550	University/Junior College (more than 7,500 students) (Private)	student	$12
560	Church	1,000 sf	$69
565	Day Care Center	1,000 sf	$126
590	Library	1,000 sf	$303
	MEDICAL:		
610	Hospital	1,000 sf	$189
640	Animal Hospital/Veterinary Clinic	1,000 sf	$201
	OFFICE:		
710	Office	1,000 sf	$140
720	Medical Office/Clinic	1,000 sf	$171
770	Business Park	1,000 sf	$136
	RETAIL:		
822	Retail 6,000 sfgla or less	1,000 sfgla	$291
822	Retail 6,001 to 40,000 sfgla	1,000 sfgla	$291
821	Retail 40,001 to 150,000 sfgla	1,000 sfgla	$405
820	Retail greater than 150,000 sfgla	1,000 sfgla	$278
840/841	New/Used Auto Sales	1,000 sf	$217
850	Supermarket	1,000 sf	$334
862	Home Improvement Superstore	1,000 sf	$267
880/881	Pharmacy/Drug Store with or w/o Drive-Thru	1,000 sf	$250
890	Furniture Store	1,000 sf	$46
	SERVICES:		
911	Bank/Savings Walk-In	1,000 sf	$162
912	Bank/Savings Drive-In	1,000 sf	$210
931	Restaurant	1,000 sf	$846
n/a	Small Local Restaurant	1,000 sf	$725
941	Quick Lube	service bay	$225
942	Automobile Care Center	1,000 sf	$229
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	$195
945	Gas Station w/Convenience Store 2,000 to 5,499 sq ft	fuel pos.	$307
	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	$400
947	Self-Service Car Wash	service bay	$129
948	Automated Car Wash	car tunnel	$1,421
	INDUSTRIAL:		
110	General Light Industrial	1,000 sf	$66
140	Manufacturing	1,000 sf	$78
150	Warehousing	1,000 sf	$15

151	Mini-Warehouse	1,000 sf	$4
154	High-Cube Transload and Short-Term Warehouse	1,000 sf	$21

SECTION 2. AMENDMENT OF SECTION 10-282 OF THE MARION COUNTY CODE. Section 10-282 of the Marion County Code, Adoption of Impact Fee Technical Studies, is hereby amended as follows:

Sec. 10-282. Adoption of Impact Fee Technical Studies.

* * *

(b) The Board hereby adopts and incorporates by reference the Technical Study entitled "Marion County Fire Rescue & EMS Impact Fee Study," dated February 28, 2025 and prepared by Benesch, including the assumptions, conclusions, supporting data sources, and findings therein as to the determination of the anticipated costs of Infrastructure improvements to the County Fire Rescue System required to accommodate growth, which Technical Study is on file with the office of the County Administrator and available for public inspection.

[underline indicates additions; ~~strikethrough~~ indicates deletions]

SECTION 3. NOTICE OF IMPACT FEE RATES.

(a) In accordance with Section 10-284 of the Marion County Code, no later than July 1, 2025, the County Administrator is hereby directed to publish a notice once in a newspaper of general circulation within the County which notice shall include: (A) a brief and general description of the Fire Rescue Impact Fees, (B) a description of the geographic area in which the Fire Rescue Impact Fees will be collected; (C) the Fire Rescue Impact Fees rates to be imposed for each Impact Fee Land Use Category; and (D) that the Fire Rescue Impact Fees rates will go into effect for all Building Permit applications received on October 1, 2025 and thereafter.

(b) In the event, this notice is not published at least ninety (90) prior to the initial October 1, 2025 implementation date for the Fire Rescue Impact Fees, then the October 1, 2025 implementation date shall be adjusted to ensure that the Fire Rescue Impact Fees rates are not implemented earlier than ninety (90) days after the date of publication of the notice.

(c) The obligations herein for the payment of the Fire Rescue Impact Fees shall apply to all Impact Generating Land Development Activity that applies for a Building Permit on or after the applicable implementation date.

SECTION 4. MISCELLANEOUS.

(a) If any clause, section or provision of this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

(b) It is the intention of the Board, and it is hereby ordained that the relevant provisions of this Ordinance shall become and be made a part of the Marion County Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Article" or other appropriate word.

(c) The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

(d) A copy of this Ordinance as enacted shall be filed by the Clerk of the Board by email with the Office of the Secretary of the State of Florida within ten (10) days after enactment, and this Ordinance shall take effect upon receipt of official

acknowledgment from the Secretary of State that this Ordinance has been filed with such office; provided the revisions to the Fire Rescue Impact Fees rates shall become effective as provided in Sections 1 and 3 hereof.

DULY ADOPTED this 23 day of May, 2025.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

Kathy Bryant, Chairman

RECEIVED NOTICE FROM SECRETARY OF STATE ON JUNE 3, 2025 ADVISING ORDINANCE WAS FILED ON JUNE 2, 2025.

Attest:

Gregory C. Harrell
Clerk of the Circuit Court

APPROVED AS TO FORM:

County Attorney

File #: 2026-0210 Agenda Item #: 17a.

Submitted By: Megan Dugan

Department: Procurement and Contracting

FORMAL TITLE:
Fully Executed Contracts Under $50,000

BACKGROUND:
Executed between October 20, 2025 and November 2, 2025.

EXECUTED CONTRACTS UNDER $50,000

Contract	Contractor	Description	Amount
AIR/220118	Mcfarland-Johnson	Task Work Order #13 Airport Property Appraisal	$10,408.00
AIR/260063	James Neville & Company, Inc.	T-Hangar Lease Agreement	Revenue $4,085.76
AIR/260041	Johnn Schaefer	T-Hangar Lease Agreement	Revenue $4,984.32
CDS/250400	Central Florida Equity Builders, LLC	Agreement for SHIP/HOME/CDBG Housing - Roof Replacement	Compensation/Time Amendment
COO/210916	Trademark Metals Recycling, LLC	Agreement for Sale of Scrap Metal	Renewal
ELE/250982	Rajasekhar Ventrapragada	Solar Agreement	Solar
ELE/240557	Chempro Services, Inc	Agreement for Substation Weed Control Services	NTE $25,390
ELE/260049	Kathy Jo Ross	Solar Agreement	Solar
FAC/251029	Orkin	Drywood Termite Treatment Agreement	$2,499
FAC/230689	Comfort Temp Company	Ageement for Closed Loop Chilled Water Treatment and Maintenance	$3,020
FLT/250724	General Motors, LLC	Authorized GM Envolve Warranty Service Station Agreement	No Cost
GRM/251018	Fine Arts for Ocala	MOU Cooperation Agreement - Student and Emerging Artist Exhibit	No Cost
GRM/230625	Kimley-Horn & Associate	Task Work Order #26-01	$51,040
GRM/260109	Clear Channel Outdoor, LLC	Cultural Arts Otrak Chalk Walk Digital Billboard Agreement	$2,000
ITS/250995	Pluralsight	Sales Order with Terms and Conditions	$7,627.50
OFR/260081	Florida Department of Law Enforcement	Drone Replacement Program Financial Assistance Agreement	Revenue NTE $25,000
OFR/201069	Safe Haven Baby Boxes, Inc.	Lease and Service Agreement	NTE $2,400
OPD/250975	Cellebrite, Inc.	2025-26 Guardian Pro Subscription Agreement	$23,000
OPD/15-011	Unified Power	2025-2026 Maintenance Agreement	$4,704
OPD/260120	Magnet Forensics	2025-26 Witness Term License	$5,250
REC/260070	Marion County Board of Commissioners	Fort King Marion County Women's History Weekend Sponsorship	$400
REC/260080	Clear Channel Outdoor, LLC	Brick City Bluegrass Festival Digital Agreement	$4,178.57
REC/240573	Rana, LLC	Community Garden Lease Agreement	Renewal
SUN/250954	Marion County	Agreement for Bus Wrap Display Advertising on SunTran Bus	$12,000 Revenue
WRS/260032	Clear Channel Outdoor, LLC	Water Conservation Billboard	$4,000
WRS/14-040	Trihedral, Inc.	VT Scada 25k - Deveopment Runtime Renewal Agreement	$14,090.44
WRS/260043	Ocala Magazine Publications, LLC	Ocala Magazine Marketing Agreement	$7,500.00
WRS/17-024	Seal Analytical, Inc.	Technical Support and Service Contract Renewal Agreement	$7,890.00
WRS/250906	Red River Scientific, LLC	Agreement for Biennial Assessment Audit	$4,000.00
WRS/260031	Clear Channel Outdoor, LLC	Ocala Digital Bulletin Billboards - FOG Agreement	$4,285.72

Docusign Envelope ID: CB0DD187-098E-49A4-9BC6-9A4CF5154185

FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING – ROOF REPLACEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR SHIP/HOME/CDBG HOUSING – ROOF REPLACEMENT, ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **CAROLYN INGRAM** ("Owner"), and **CENTRAL FLORIDA EQUITY BUILDERS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 83-1819068) ("Contractor").

WHEREAS, on March 13, 2025, City, Owner, and Contractor entered into an Agreement for SHIP/HOME/CDBG Housing – Roof Replacement (the "Original Agreement"), City of Ocala Contract No.: CDS/250400; and

WHEREAS, City, Owner, and Contractor now desire to amend the Original Agreement to incorporate therein the document attached hereto as **Exhibit G – Work Change Directive** and to reflect an increase in the Contract Price and extension of the Time for Performance necessitated by same; and

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City, Owner and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City, Owner, and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **EXHIBIT G - WORK CHANGE DIRECTIVE**. The document attached hereto as **Exhibit G – Work Change Directive** is entered into as of the date of last signature below, is incorporated in its entirety by reference, and expressly modifies **Exhibit C – Work Write-Up** as to Item 1 – Roof, Paragraph 5, Page C-2 to include the following:
   A. **Mobilization.** Contractor shall mobilize and commence the Work reflected in Exhibit G – Work Change Directive no later than **FIVE (5)** working days from the date of last signature below. **At no time will Contractor be allowed to lag behind.**
   B. **Time for Performance.** All Work reflected in **Exhibit G – Work Change Directive** shall be substantially completed by Contractor in a manner satisfactory to the City's Project Manager and ready for final payment within **TWENTY-ONE (21)** calendar days from the date of last signature below.
   C. **Adjustments to Time for Performance.** The Time for Performance may only be adjusted by Change Order in the sole and absolute discretion of the City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City's Project Manager within **48 HOURS** of the occurrence of the event(s) giving rise to the need for adjustment. All requests for adjustments in the Time for Performance shall be determined by City.

4. **AMENDMENT TO PARAGRAPH 5 – COMPENSATION.** The language contained in Paragraph 5 – Compensation of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 5 – Compensation remain in effect):

   COMPENSATION. City shall pay Contractor, on behalf of the Owner, for the performance of the work, and in accordance with the contract documents, a total price in the amount of **EIGHTEEN THOUSAND FIVE HUNDRED TWO AND 81/100 DOLLARS ($18,502.81)**. It is understood the amounts to be paid will be for satisfactory work completed rather than the estimated prices. Payments shall be made, at the unit price and/or lump sums specified for the various items in the Contractor's proposal as provided in the specifications.

   A. The modified Contract Price represents the sum of the original bid price of **$13,937.56** and the total cost of **Change Order #1** as set forth in **Exhibit G – Work Change Directive ($4,565.25)**.

5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Central Florida Equity Builders, LLC Attention: Edward Petrow 2582 Connection Point Oviedo, Florida 32765 PH: 407-276-5289 E-Mail: eddie@cfebuilders.com
If to City:	Daphne Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: notices@ocalafl.gov PH: 352-629-8343
with copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that

contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

Signed by:
Angel B. Jacobs
ADB357AC28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Christopher Watt
9C80B9E07388433...
Christopher Watt
Chief of Staff

Date: 10/23/2025

Reviewed and Approved by Community Development Services Department:

Signed by:
James Haynes
EB223ED8C2B740F...
James Haynes, Director
Community Development Services

CENTRAL FLORIDA EQUITY BUILDERS, LLC

DocuSigned by:
Edward Petrow
B6FC63DBFB38476...
(Authorized Signatory)

By: Edward Petrow
(Printed Name of Signatory)

Title: Executive Vice President
(Title of Authorized Signatory)

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
...
William E. Sexton, Esq.
City Attorney

Date: 10/20/2025

OCALA

CONTRACT# CDS/250400

Witnesses for Property/Homeowner Signature:

(Signature of First Witness)

Bessie Morley

(Printed Name of First Witness)

(Signature of Second Witness)

C A. Lewis

(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

(Signature of Property/Homeowner)

Carolyn Ingram

(Printed Name of Homeowner)

Date: 10/30/25

Docusign Envelope ID: E72076BC-EC7A-423B-8506-180E48CF6576

CONTRACT# FLT/250724

Authorized GM Envolve Warranty Service Station

This Authorized GM Envolve Warranty Service Station Agreement (the "Agreement"), is effective when executed by General Motors LLC ("GM") through the General Motors Envolve Operations and Support organization ("GM Envolve") and by the "Fleet Operator" identified below:

a corporation ☐ in state of FL an LLC ☐ other ☑ Municipality (specify)	City of Ocala Fleet Management Entity Name Ocala (City) Marion (County) Florida (State) 34470 (9 Digit Zip Code)

Background:

A. Fleet Operator currently purchases or leases (or in the future may purchase or lease) GM vehicles ("GM Vehicles") through authorized GM dealers (each, a "GM Dealer") in connection with Fleet Operator's business, which may or may not include renting or leasing or otherwise providing GM Vehicles for use by third-parties (each, if applicable, an "End User");

B. GM Envolve is an internal GM consolidated operation for fleet service under which Fleet Operator desires to perform certain warranty diagnosis, service and repairs, special policy service and adjustments, goodwill policy service and adjustments and campaign service and adjustments on GM Vehicles as specifically identified herein (collectively, the "Authorized Service") and to receive certain reimbursements or compensation from GM in connection with the same as further described in this Agreement. Fleet Operator will perform such Authorized Service only at the following approved service facilities ("Authorized Warranty Service Station(s)"), by Fleet Operator's trained technicians on those fleet vehicles owned by Fleet Operator:

1805 NE 30th Ave, Bldg 200	Ocala	FL	34470
(Address)	(City)	(State)	(9 Digit Zip Code)

*Additional sites may be listed as an appendix to this agreement.

where Fleet Operator has approved service facilities ("Authorized GM Envolve Warranty Service Station(s)"); and

C. Pursuant to this Agreement, GM authorizes, and Fleet Operator agrees to perform the Authorized Service at its Authorized GM Envolve Warranty Service Station(s) pursuant to the terms and conditions in this Agreement.

Check all that apply/approval is only applied to those checked:

☐ Buick ☐ Cadillac ☑ Chevrolet ☑ GMC ☑ Medium Duty
☑ Electric Vehicles (**non-High Voltage Work only**)

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Authorized GM Envolve Warranty Service Station

Agreement:

The parties hereby agree as follows:

1. (a) Subject to Fleet Operator's full compliance with the terms and conditions of this Agreement, GM hereby authorizes Fleet Operator, solely at the Authorized GM Envolve Warranty Service Station(s), and as part of the Authorized Service, to perform PDI and certain warranty service and repairs, special policy service and adjustments, goodwill policy service and adjustments and campaign service and adjustments as outlined above ("Warrantable Adjustments"), all as implemented, announced, and approved by GM, and performed in accordance with the requirements and provisions of GM Envolve Service Policies and Procedures Manual and applicable GM Service Bulletins. The GM Envolve Service Workbook (the "Workbook") provided to Fleet Operator by GM Envolve is incorporated into and made part of this Agreement and must be completed for this Agreement to be valid. Fleet Operator must comply at all times with the terms and conditions of the Workbook.

(b) Notwithstanding the foregoing, regarding GM Electric Vehicles, Fleet Operator is not authorized to, and will not, attempt to diagnose or perform any high voltage work on or relating to the EV battery and/or EV battery components, including, but not limited to, disconnecting the 12-volt system for access to the EV battery and/or EV battery components and the high voltage tasks identified in the Service Information (collectively, "High Voltage Work"). High Voltage Work may only be performed by an EV certified technician at an authorized GM Dealer. GM may, from time to time and at its sole discretion, identify and provide Fleet Operator with specific activities that do or do not constitute High Voltage Work, and Fleet Operator agrees to comply with the requirements set forth in this Agreement for all such activities.

(c) Prior to attempting to diagnose or repair any non-High Voltage Work on a GM Electric Vehicle, Fleet Operator's employees, agents, and representatives who perform work on any GM Electric Vehicle must (i) reference and review all Service Information regarding high voltage information, warnings, and hazards directly or indirectly applicable for any such work, and (ii) have completed all safety and Electric Vehicle training courses required by GM, as specified in the GM Envolve Service Workbook. Further, Fleet Operator must have at least two individuals per site (unless otherwise specified by GM) complete the training courses referenced in subsection (ii) above prior to Fleet Operator receiving delivery of any GM Electric Vehicle.

2. It is the Fleet Operator's sole responsibility to check all GM Vehicles/VIN's for open field actions/recalls and ensure completion and resolution prior to delivery of a GM Vehicle to End User. Such resolution must be accomplished in a manner consistent with the prohibitions set forth in this Agreement, except as otherwise specified by applicable law. Fleet Operator will not deliver a GM Vehicle to an End User with an open field action/recall. In the event Fleet Operator violates this section, GM may, in its sole discretion, debit back any PDI payments made by GM for any GM Vehicles delivered in violation of this section and/or immediately terminate the Agreement.

3. Fleet Operator's location is required to have access to and abide by Service Information, appropriate tools, and resources to maintain and complete receiving/incoming inspections, store vehicles, report vehicle in-transit damage and document/complete PDI inspection forms, document completion by VIN as required by GM's Service Policy & Procedures Manual (Transportation, Vehicle Storage and PDI) and other guidelines in the Service Policy & Procedure Manual. Training, Service and Tools may require additional fees. All damage in transit repairs must be completed by a GM Dealer. Fleet Operator must

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maintain processes for vehicle receiving, inspection, damage reporting, storage, PDI documentation by VIN and completion, training.

4. Fleet Operator shall submit for reimbursement for Warrantable Adjustments performed by Fleet Operator under this Agreement, and GM will reimburse Fleet Operator for such Warrantable Adjustments in accordance with current GM Envolve Service policies and procedures.

5. GM will reimburse Fleet Operator for labor based upon the amount of time shown in the GM Labor Time Guide multiplied by the Fleet Operator's approved labor rate(s).

6. Fleet Operator agrees to use only genuine GM-approved Parts and Accessories in performing Warrantable Adjustments paid for by GM.

7. GM will reimburse Fleet Operator for parts in accordance with applicable provisions of the GM Envolve Service Policies and Procedures Manual.

8. GM Envolve representatives will visit the Authorized GM Envolve Warranty Service Stations periodically and will provide reasonable assistance in the proper handling of GM Envolve maintenance requirements in general and of warranty claim processing.

9. GM will offer general and specialized service courses from time to time to which Fleet Operator, based on the needs of Fleet Operator's service personnel, shall send members of Fleet Operator's service organization at Fleet Operator's expense.

10. Fleet Operator will provide a sufficient number of competent, trained service personnel at the Authorized GM Envolve Warranty Service Station(s) adequate for it to perform the Authorized Service, including Warranty Adjustments permitted under this Agreement. Completion of recommended technical training (beyond any required training) for GM Vehicles, including Electric Vehicles, are the sole responsibility of the Fleet Operator. GM strongly recommends that all of Fleet Operator's technicians complete the safety and Electric Vehicle training courses supplied by GM.

11. Fleet Operator shall perform its responsibilities for Authorized Service, including PDI and Warrantable Adjustments, in compliance with all government requirements and regulations, as well as in accordance with such recommendations, specifications, and instructions relating thereto as may be furnished to Fleet Operator by GM.

12. Fleet Operator shall provide and maintain the Authorized GM Envolve Warranty Service Station(s), adequate in size and layout for service, to enable Fleet Operator to fulfill its responsibilities under this Agreement.

13. Fleet Operator shall provide and maintain at the Authorized GM Envolve Warranty Service Station(s) adequate service equipment, including adequate lift hoist, forklift, and special tools, to enable Fleet Operator to fulfill its responsibilities for Authorized Service, including Warrantable Adjustments, under this Agreement. Fleet Operator acknowledges that such adequate service equipment may differ for different categories of GM Vehicles (such as internal combustion engine vehicles versus Electric Vehicles).

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14. Fleet Operator will establish and maintain a vehicle maintenance program acceptable to GM Envolve in its sole discretion, including records of maintenance and warranty claims.

15. Fleet Operator will indemnify, defend, and hold harmless GM, including its affiliates, subsidiaries, officers, directors, shareholders, agents, and employees, from and against any liability, claim, demand, and expense (including attorney fees and court costs) arising from or relating to (i) any failure of Fleet Operator to fully perform any of its obligations under this Agreement, or (ii) Fleet Operator's performance of any Authorized Service, including PDI and Warrantable Adjustments, on any GM Vehicles. *See below

16. It is understood and agreed that Fleet Operator by reason of the execution of this Agreement is not granted any right to sell any new GM product. Fleet Operator is not granted any right to use any name, other trademark, or service mark (including the distinctive outline or form thereof) owned by GM. Fleet Operator agrees not to use such name or trademark in or as a part of its trade name.

17. Unless terminated earlier, the term of this Agreement shall be five (5) years, beginning on the date that GM executes this Agreement. Either party may terminate this written Agreement upon thirty (30) days' advance written notice to the other party. GM may terminate this Agreement effective immediately upon any default by Fleet Operator of this Agreement.

18. This Agreement is not valid until and unless it is executed by GM.

19. Fleet Operator will comply with all applicable laws, rules, regulations, orders, conventions, and ordinances.

20. Fleet Operator agrees to provide GM a viable account number to facilitate monthly open account transactions by utilizing an electronic funds transfer process. If at any time the Fleet Operator's open account becomes invalid or cannot receive transactions the Fleet Operator will incur and remain responsible for a monthly check processing fee, currently $50 per check, subject to change at GM's sole discretion.

21. Miscellaneous. This Agreement will be governed by the laws of the State of ~~Michigan,~~ Florida, without regard for the principles of conflicts of laws. Fleet Operator will keep the existence and contents of this Agreement confidential and not disclose the same to any third party without prior written consent of GM, except as required by law or to those parties on a reasonable need to know basis. Fleet Operator will comply with all applicable laws in performing any Authorized Service, including PDI and Warranty Adjustments. This Agreement supersedes any previous Authorized GM Envolve Warranty Service Station Agreement between Fleet Operator and GM. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions, and provisions of this Agreement will control. Fleet Operator may not assign, delegate, or transfer, either totally or partially, its rights and obligations under this Agreement without the prior written consent of GM. Any attempted assignment or transfer by Fleet Operator will be null and void. No amendment to this Agreement will be binding upon either party unless it is in writing and signed by the parties. This Agreement may be executed in two (2) or more counterparts and by facsimile or other means of electronically imaging a signature, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures will be valid for execution.

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Authorized GM Envolve Warranty Service Station

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below:

City of Ocala Fleet Management	General Motors LLC GM Envolve Operations and Support
Fleet Operator Name	
By: Ken Whitehead (DocuSigned by: 6927E71E38874F4...) 10/23/2025	By: Yvonne G McKee (Signed by: C138E1C57D17487...) 10/21/2025
Officer Signature Date	GM Authorized Signature Date
Ken Whitehead Assistant City Manager	Renee L. Smith, Sr.Manager, GM Envolve Service Operations
Officer of Firm Name and Title **	GM Authorized Manager
1805 NE 30th Ave., Bldg. 200, Ocala, FL 34470	Modifications to Agreement approved by General Motors LLC GM Envolve Operations and Support
Address (Street, City, State, ZIP)	Signature: Yvonne G McKee (Signed by: C138E1C57D17487...)
	Printed Name: Yvonne G McKee
	Title: GM Envolve - Senior Manager Service Operations
Witness	Date: 10/21/2025

**(If signed by a representative of Fleet Operator, title such as President, Partner, etc., must be indicated.)

Approved as to form and legality:

William E. Sexton, Esq. (Signed by: A65ABBA8AED04E3...)
William E. Sexton, Esq.
City Attorney

*City of Ocala Terms and Conditions

PUBLIC RECORDS. Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 Contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

Venue for any dispute arising out of this Agreement shall be the Circuit Court in and for Marion County, Florida.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City of Ocala to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

Certificate Of Completion

Envelope Id: E72076BC-EC7A-423B-8506-180E48CF6576
Status: Completed
Subject: SIGNATURE: Authorized GM Envolve Warranty Service Station Agreement-General Motors LLC (FLT/250724)
Source Envelope:
Document Pages: 5
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
April Adolf
AutoNav: Enabled
110 SE Watula Avenue
EnvelopeId Stamping: Enabled
City Hall, Third Floor
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/16/2025 5:36:10 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Yvonne G McKee yvonne.g.mckee@gm.com GM Envolve - Senior Manager Service Operations Security Level: Email, Account Authentication (None)	Signed by: Yvonne G Mckee C138E1C57D17487... Signature Adoption: Pre-selected Style Using IP Address: 198.208.47.76	Sent: 10/16/2025 6:51:19 PM Viewed: 10/21/2025 9:40:08 AM Signed: 10/21/2025 9:41:45 AM
Electronic Record and Signature Disclosure: Accepted: 10/21/2025 9:40:08 AM ID: d9f9d412-bfb1-46ec-9581-f4dcb6a99697		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/21/2025 9:41:47 AM Viewed: 10/23/2025 8:51:58 AM Signed: 10/23/2025 8:52:32 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:52:34 AM Viewed: 10/23/2025 11:16:37 AM Signed: 10/23/2025 11:19:51 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/16/2025 6:51:19 PM
Certified Delivered	Security Checked	10/23/2025 11:16:37 AM
Signing Complete	Security Checked	10/23/2025 11:19:51 AM
Completed	Security Checked	10/23/2025 11:19:51 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 14CDFF72-A452-4CB5-8FDA-4B5400BC1912

SECOND AMENDMENT TO AGREEMENT FOR CLOSED LOOP CHILLED WATER TREATMENT AND MAINTENANCE

THIS SECOND AMENDMENT TO AGREEMENT FOR CLOSED LOOP CHILLED WATER TREATMENT AND MAINTENANCE ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **COMFORT TEMP COMPANY**, a for-profit company duly organized and authorized to do business in the state of Florida (EIN: 59-2514960) ("Contractor").

WHEREAS, on August 27, 2023, City and Contractor entered into an Agreement for Closed Loop Chilled Water Treatment and Maintenance (the "Original Agreement"), City of Ocala Contract Number: FAC/230689 for a term of one (1) year from August 21, 2023, to August 20, 2024; and

WHEREAS, on January 16, 2025, City and Contractor entered into a First Amendment to Agreement for Closed Loop Chilled Water Treatment and Maintenance ("First Amendment") to renew the Original Agreement for an additional one (1) year renewal term available under the Original Agreement, from August 21, 2024 through August 20, 2025; and

WHEREAS, City and Contractor now desire to renew the Original Agreement, as amended, for an additional one (1) year term available under the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.

3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning **AUGUST 21, 2025** and terminating **AUGUST 20, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for additional one (1) year periods upon written agreement between the parties.

4. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, and permits necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit B – Maintenance Plan** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

5. **COMPENSATION.** City shall pay Contractor a lump sum amount of **THREE THOUSAND TWENTY AND NO/100 DOLLARS ($3,020**) (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services**.**

6. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 14CDFF72-A452-4CB5-8FDA-4B5400BC1912

If to Contractor:	Comfort Temp Company Attention: John Waldrop 4301 NW 6th Street Gainesville, FL 32609 Phone: 352-376-2366 E-mail: service@comforttemp.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
9. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: 14CDFF72-A452-4CB5-8FDA-4B5400BC1912

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 10/23/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5877F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

COMFORT TEMP COMPANY

Signed by:
John Waldrop
E68D5278B7D5404...

By: John Waldrop
(Printed Name)

Title: General Manager
(Title of Authorized Signatory)

Date: August 26, 2025

HVAC. Duct Cleaning. Refrigeration
4301 Northwest 6th Street, Gainesville, Florida 32609
Phone: 352.376.2366 | Fax: 352.376.0523
ComfortTemp.com | Email: Service@comforttemp.com

Maintenance Proposal for City of Ocala City Hall Closed Loop Chilled Water Treatment.

Duration: August 1st 2025 TO July 31st 2026

Contact: Gary Crews

Location: 110 SE Watula Ave, Ocala, FL 34471

Phone: 352-844-6477

Email: jschramm@ocalafl.org

We are pleased to offer you our lump sum proposal to provide labor and materials for Water Treatment of Closed Loop Chilled Water System.

Comfort Temp Company, Inc. is pleased to offer this maintenance proposal for the HVAC systems at the above referenced facility for the sum of: **$3,020.00**

This proposal is for a **Preventive Maintenance Agreement** per the attached scope of coverage.

We include the following:

1) Maintenance of systems listed above shall include.

➢ In-plant tests on water samples from pertinent points in the various systems under treatment
➢ Periodic laboratory water analysis of all systems under treatment
➢ Consulting on Water and Energy related topics
➢ Checking of all Automatic Control Equipment for proper operation and making any necessary adjustments including calibrations
➢ Personal inspection of water systems and equipment in operation and under treatment
➢ Review of system history to determine developing trends and recommend possible improvements
➢ Providing an emailed report to the facility designated representatives covering the results of tests, discussions, and recommendations for immediate action
➢ Providing all necessary test procedures as well as testing supplies
➢ Maintaining ongoing corrosion studies in accordance with ASTM Standards

➢ Conducting training seminar(s). The training seminar is to train/re-train plant employees in proper methods of water treatment, test procedures, and use of testing equipment
➢ Inventory of products and supplies
➢ Corrosion of metal in the closed water system. Our services will include, but are not limited to, laboratory services, testing reagents and regular on-site service visits. Service reports will be emailed to you or your designated representative. (See Technical Points of Interest for further details) Our Water Treatment Program includes control of corrosion and biological growth on the following systems: ➢ One (1) Closed Loop System

2) This proposal is based on normal working hours, i.e. Monday through Friday 8:00 A.M to 4:30 P.M.

We exclude the following:

1. Pollution, connection, tapping, usage or impact fees.
2. Temporary facilities, i.e. toilets, water, sanitary, storm, electrical, HVAC, utilities, fencing, enclosures, barricades, etc.
3. Inspection of fire dampers, fire/smoke dampers, smoke dampers or control dampers not listed above.
4. Unless otherwise noted in this proposal the duct system, dampers, damper assemblies, damper actuators, duct connections, air distribution devices, grilles, flex duct or diffusers are not covered under this agreement.
5. Indoor Air Quality testing of any kind unless otherwise noted.
6. Airside or water side testing and balancing of any kind unless otherwise noted.
7. Any work pertaining to the fire alarm or fire protection system unless otherwise noted.
8. Premium time work unless otherwise noted.

Billing and Service Details:

1. The service agreement will be billed to the customer on a Quarterly basis at $755.00

This proposal is good for **30** days from the above referenced date. If you have any questions regarding this proposal, please call me at (352) 376-2366.

Sincerely,

John Waldrop
General Manager

Acceptance:

Signature: _____ Date: _____

Print: _____

Comfort Is Our Business. Peace Of Mind Is Our Promise.

Certificate Of Completion

Envelope Id: 14CDFF72-A452-4CB5-8FDA-4B5400BC1912 Status: Completed

Subject: SIGNATURE: Closed Loop Chilled Water Treatment/Maintenance Agreement - Comfort Temp Co. (FAC/230689)

Source Envelope:

Document Pages: 5 Signatures: 4 Envelope Originator:

Certificate Pages: 5 Initials: 0 April Adolf

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

aadolf@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: April Adolf Location: DocuSign

10/17/2025 9:52:29 AM aadolf@ocalafl.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: Docusign

Signer Events	Signature	Timestamp
John Waldrop service@comforttemp.com General Manager Security Level: Email, Account Authentication (None)	Signed by: John Waldrop E66D5278B7D5404... Signature Adoption: Pre-selected Style Using IP Address: 66.231.128.112	Sent: 10/17/2025 10:13:29 AM Viewed: 10/17/2025 10:15:46 AM Signed: 10/17/2025 10:35:54 AM
Electronic Record and Signature Disclosure: Accepted: 10/17/2025 10:15:46 AM ID: cbd38e79-87ae-4f17-800e-53b460c48517		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 10:35:55 AM Viewed: 10/23/2025 9:08:01 AM Signed: 10/23/2025 9:08:50 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 9:08:52 AM Viewed: 10/23/2025 11:26:30 AM Signed: 10/23/2025 11:27:34 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:27:36 AM Viewed: 10/23/2025 11:29:12 AM Signed: 10/23/2025 11:29:30 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/23/2025 11:29:12 AM ID: e8132bf4-c825-48e7-b670-f5e55588cc99		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 10:13:29 AM
Certified Delivered	Security Checked	10/23/2025 11:29:12 AM
Signing Complete	Security Checked	10/23/2025 11:29:30 AM
Completed	Security Checked	10/23/2025 11:29:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 43B75036-D291-415A-B64F-64556CB06256

FIRST AMENDMENT TO LEASE AND SERVICE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND SERVICE AGREEMENT ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SAFE HAVEN BABY BOXES, INC.,** a foreign not-for-profit corporation duly organized in Indiana and authorized to do business in the state of Florida (EIN: 47-3038555) ("Provider").

WHEREAS, on April 21, 2021, City and Provider entered into a Lease and Service Agreement for the lease and provision of baby safety devices and related services (the "Original Agreement"), City of Ocala Contract Number: OFR/201069, for a term of five (5) years from November 6, 2020, through November 5, 2025; and

WHEREAS, City and Provider now desire to renew the Original Agreement for a five (5) year renewal period available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Provider agree as follows:

1. **RECITALS**. City and Provider hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Provider is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional five (5) year term beginning **NOVEMBER 6, 2025**, and terminating **NOVEMBER 5, 2030.**
4. **COMPENSATION.** City shall pay Provider an amount not to exceed **TWO THOUSAND FOUR HUNDRED AND NO/100 ($2,400)** (the "Contract Sum") over the renewal term as full and complete compensation for the timely and satisfactory provision of services in accordance with the terms of the Original Agreement.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Provider:	Safe Haven Baby Boxes, Inc. Attention: Monica Kelsey P.O. Box 185 Woodburn, Indiana 46797 Phone: 1-888-742-2133 E-mail: monica@safehavenbabyboxes.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov

Docusign Envelope ID: 43B75036-D291-415A-B64F-64556CB06256

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Provider, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 10/23/2025.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8ABED04F3...
William E. Sexton, Esq.
City Attorney

SAFE HAVEN BABY BOXES, INC.

DocuSigned by: Monica Kelsey
AF3D3476B747431...

By: Monica Kelsey
(Printed Name)

Title: CEO
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 43B75036-D291-415A-B64F-64556CB06256
Status: Completed
Subject: SIGNATURE: First Amendment to Lease and Service Agreement - Safe Haven Baby Boxes, Inc. (OFR/201069)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/14/2025 3:48:22 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Monica Kelsey monica@safehavenbabyboxes.com CEO SHBB Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/21/2025 10:19:18 AM ID: cac6062b-6b79-438b-8fb9-44cd3bad8a86	DocuSigned by: Monica Kelsey AF3D3476B747431... Signature Adoption: Pre-selected Style Using IP Address: 216.170.187.216 Signed using mobile	Sent: 10/14/2025 4:07:16 PM Viewed: 10/21/2025 10:19:18 AM Signed: 10/23/2025 7:35:28 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 7:35:30 AM Viewed: 10/23/2025 8:19:28 AM Signed: 10/23/2025 8:30:13 AM
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:30:15 AM Viewed: 10/23/2025 10:32:02 AM Signed: 10/23/2025 10:32:10 AM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 10:32:11 AM Viewed: 10/23/2025 11:24:40 AM Signed: 10/23/2025 11:25:36 AM

Signer Events	Signature	Timestamp
Accepted: 10/23/2025 11:24:40 AM ID: cb70201b-c3a4-4b0e-867a-aabee0d90e34		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2025 4:07:16 PM
Certified Delivered	Security Checked	10/23/2025 11:24:40 AM
Signing Complete	Security Checked	10/23/2025 11:25:36 AM
Completed	Security Checked	10/23/2025 11:25:36 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Kathy Jo Ross

Mailing Address: 2101 SW 47th Avenue

City: Ocala State: FL. Zip Code: 34474

Phone Number: 785-313-5499 Alternate Phone Number: _____

Email Address: kross2339@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 541146-235741

2. RGS Facility Information

Facility Location: 2101 SW 47th Avenue Ocala, FL. 34474

Ocala Electric Utility Customer Account Number: 541146-235741

RGS Manufacturer: Hanwha Q CELLS America, Inc.

Manufacturer's Address: 400 Spectrum Center Drive Suite 1400
Irvine, CA. 92618

Reference or Model Number: Q.PEAK DUO BLK ML-G10+ 410 (20-Modules 410W)

Serial Number: Solaredge Inverter SE7600H-US U650 Optimizer

(Continued on Sheet No.19.1)

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

3. Facility Rating Information

Gross Power Rating: 6.97kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 9/1/25

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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OCALA ELECTRIC UTILITY
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(Continued from Sheet No. 19.1)

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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Kathy Jo Ross Date: 6/30/2025
(Print Name)

Kathy Jo Ross
(Signature)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 23rd day of June, 20 25, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Kathy Jo Ross, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

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OCALA ELECTRIC UTILITY
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(Continued from Sheet No. 20.0)

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

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(Continued from Sheet No. 20.3)

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 10/28/2025

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 10/28/2025

Customer

By: Kathy Jo Ross (Print Name)

Kathy Jo Ross (Signature)

Date: 6/30/2025

Customer's City of Ocala Electric Utility Account Number: 541146-235741

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A58ABBABED04F3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.5)

FIRST REVISED SHEET NO. 20.6
CANCELS ORIGINAL SHEET NO. 20.6

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 23rd day of June, 20 25, by and between Kathy Jo Ross, (hereinafter called "**Customer**"), located at 2101 SW 47th Avenue in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 2101 SW 47th Avenue Ocala, FL. 34474.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.0)

FIRST REVISED SHEET NO. 21.1
CANCELS ORIGINAL SHEET NO. 21.1

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

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OCALA ELECTRIC UTILITY
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FIRST REVISED SHEET NO. 21.2
CANCELS ORIGINAL SHEET NO. 21.2

(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

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17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

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23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

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26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

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29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

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32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.8)

FIRST REVISED SHEET NO. 21.9
CANCELS ORIGINAL SHEET NO. 21.9

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Signed by: Janice Mitchell 5519BB43858A4E1...

Title: CFO

Date: 10/28/2025

Customer:

By: Kathy Jo Ross
(Print Name)

Kathy Jo Ross
(Signature)

Date: 6/30/2025

City of Ocala Electric Utility Account Number:

541146-235741

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A6AA8BA8ED04F3...

William E. Sexton, Esq.
City Attorney

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

CONTRACT# ELE/260049

State Farm Florida Insurance Company
A Stock Company With Home Offices in Tallahassee, Florida

PO Box 2356
Bloomington IL 61702-2356

H-19-6548-FB0E F H W

NAIDUS, KATHY & SCOTT
2101 SW 47TH AVE
OCALA FL 34474-9206

RENEWAL DECLARATIONS

AMOUNT DUE: **None**
Payment is due by BILLED THROUGH SFPP

Policy Number: 59-CW-X101-7

Policy Period: 12 Months
Effective Dates: OCT 13 2024 to OCT 13 2025
The policy period begins and ends at 12:01 am standard time at the residence premises.

Homeowners Policy

Location of Residence Premises
2101 SW 47TH AVE
OCALA FL 34474-9206

Your State Farm Agent
BART BLESSING
3227 SE MARICAMP RD STE 102
OCALA FL 34471-0832

Phone: (352) 694-9100

Construction: Frame
Year Built: 1993

Roof Material: Composition Shingle
Roof Installation Year: 2010

Automatic Renewal
If the **POLICY PERIOD** is shown as **12 MONTHS,** this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

IMPORTANT MESSAGES

** FL EMPA ASSESSMENT 2.00 FIGA ASSESSMENT 4 23.51
For the full name of each assessment entity and the dollar amount, please see Additional messages.
NOTICE: Information concerning changes in your policy language is included. Please call your agent with any questions.
Coverage Change Premium Decrease $107.00 Rate Change Premium Increase $337.00
Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

PREMIUM

Annual Premium		$2,351.00
Hurricane Premium	770.00	(Included)
Other Covered Losses	1,581.00	(Included)
FM Credit HB 7073		-5.89
Res Credit HB 7073		-41.16
**Addl Asmts(See Below)		25.51

Your premium has already been adjusted by the following:

Home/Auto Discount
Wind Mitigation Discount
Claim Record Discount
Loyal Customer

Total Premium **$2,329.46**

Prepared AUG 14 2024
HO-2000
007979 420
N 2W,2K,GB,GA,K3,K2,6T,EH,A1

Thanks for letting us serve you...

(o1F1080B) 04 04 2016

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State Farm®

NAMED INSURED	MORTGAGEE AND ADDITIONAL INTERESTS
NAIDUS, KATHY & SCOTT	

SECTION I - PROPERTY COVERAGES AND LIMITS

Coverage	Limit of Liability
A Dwelling	$ 285,700
Other Structures	$ 28,570
B Personal Property	$ 214,275
C Loss of Use	$ 85,710
Additional Coverages	
Arson Reward	$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	$1,000
Debris Removal	Additional 5% available/$1,000 tree debris
Fire Department Service Charge	$500 per occurrence
Fuel Oil Release	$10,000
Locks and Remote Devices	$1,000
Trees, Shrubs, and Landscaping	5% of Coverage A amount/$750 per item

SECTION II - LIABILITY COVERAGES AND LIMITS

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	$ 300,000
Damage to the Property of Others	$ 1,000
M Medical Payments to Others (Each Person)	$ 5,000

INFLATION

Inflation Coverage Index: 357.6

DEDUCTIBLES

Section I Deductible	Deductible Amount
Other Losses 1%	$ 2,857
Hurricane 2.00%	**$ 5,714**

LOSS SETTLEMENT PROVISIONS

A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B

o1F1031A

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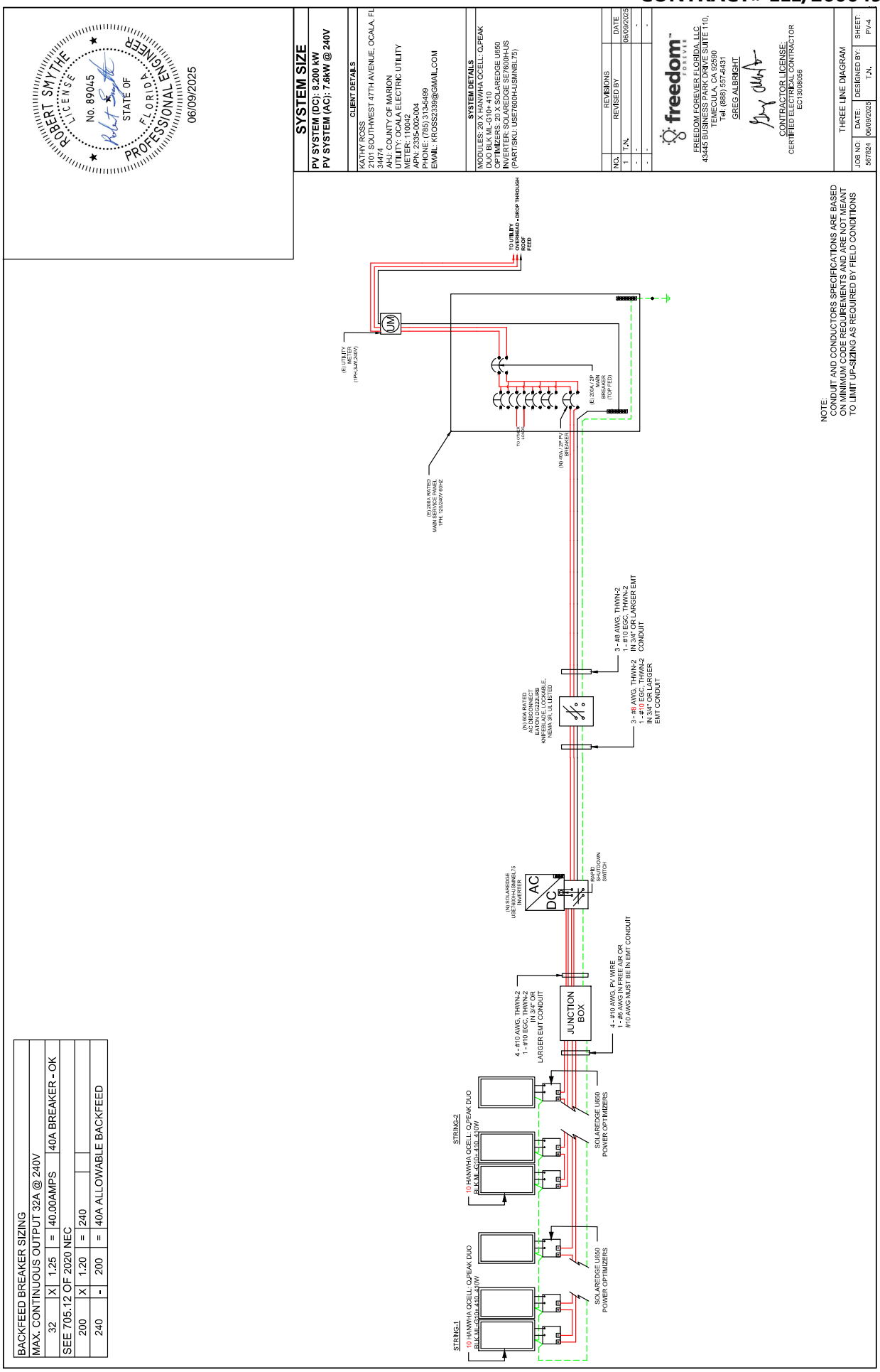
CONTRACT# ELE/260049



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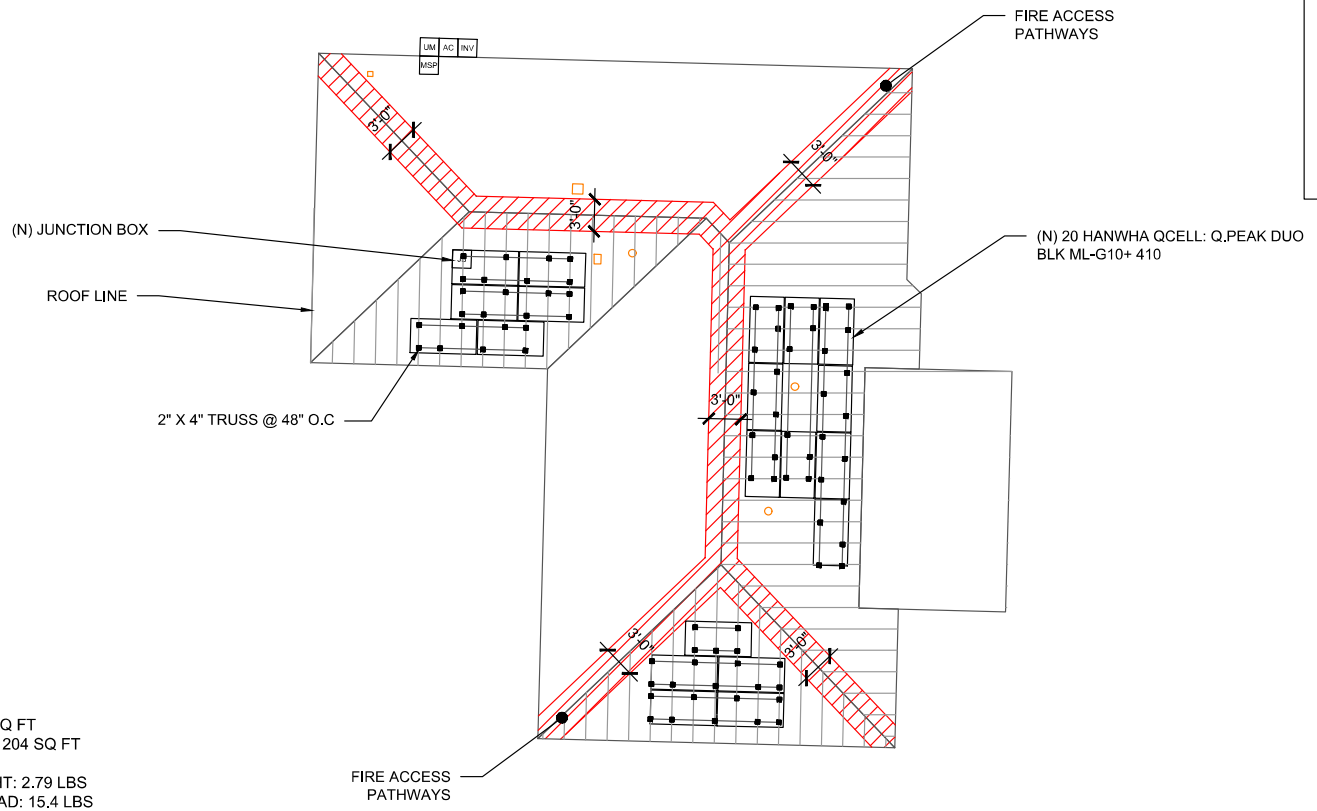
LEGEND:

- CHIMNEY
- PIPE VENT
- MODULES
- CONDUIT
- SETBACK
- AC — AC DISCONNECT
- UM — UTILITY METER
- JB — JUNCTION BOX
- INV — INVERTER
- MSP — MAIN SERVICE PANEL

THIS SYSTEM DESIGNED WITH:
WIND SPEED: 145
WIND EXPOSURE: C
SNOW LOAD: 0



TOTAL ROOF AREA: 3193.66 SQ FT
TOTAL ARRAY AREA: 422.7141204 SQ FT
ARRAY COVERAGE: 13.24%
SYSTEM DISTRIBUTED WEIGHT: 2.79 LBS
STRONGHOLD NXT POINT-LOAD: 15.4 LBS

ROOF PLAN
SCALE: 3/32" = 1'-0"
1

NOTES:
1. EMT CONDUIT ATTACHED TO THE ROOF USING CONDUIT MOUNTS
2. ATTACHED CLAMPS AT 25% FROM THE EDGE AND 50% FROM THE CENTER OF THE MODULES
3. JUNCTION BOX IS MOUNTED TO THE RAIL.

ROBERT SMYTHE
LICENSE
No. 89045
STATE OF FLORIDA
PROFESSIONAL ENGINEER
06/09/2025

SYSTEM SIZE

PV SYSTEM (DC): 8.200 kW
PV SYSTEM (AC): 7.6kW @ 240V

CLIENT DETAILS

KATHY ROSS
2101 SOUTHWEST 47TH AVENUE, OCALA, FL 34474
AHJ: COUNTY OF MARION
UTILITY: OCALA ELECTRIC UTILITY
METER: 110042
APN: 2335-002-004
PHONE: (785) 313-5499
EMAIL: KROSS2339@GMAIL.COM

SYSTEM DETAILS

MODULES: 20 X HANWHA QCELL: Q.PEAK DUO BLK ML-G10+ 410
OPTIMIZERS: 20 X SOLAREDGE U650
INVERTER: SOLAREDGE SE7600H-US (PART/SKU: USE7600H-USMNBL75)

NO.	REVISIONS REVISED BY	DATE
1	T.N.	06/09/2025
-	-	-
-	-	-

freedom FOREVER
FREEDOM FOREVER FLORIDA, LLC
43445 BUSINESS PARK DRIVE SUITE 110,
TEMECULA, CA 92590
Tel: (888) 557-6431
GREG ALBRIGHT
CONTRACTOR LICENSE:
CERTIFIED ELECTRICAL CONTRACTOR
EC13008056

ROOF PLAN WITH MODULES LAYOUT

JOB NO:	DATE:	DESIGNED BY:	SHEET:
567824	06/09/2025	T.N.	PV-2A

CONTRACT# ELE/260049

SolarEdge Home Hub Inverter

USA Domestic Content Eligible*
Single Phase, for North America

SE3800H-US / SE5700H-US / SE7600H-US / SE10000H-US / SE11400H-US

HOME BACKUP

Made in the USA from imported parts

SolarEdge's USA-manufactured residential single phase inverter offering for storage and backup applications

- Eligible for domestic content: SolarEdge USA-manufactured inverters*, when paired with certain SolarEdge power optimizers, are intended to be eligible for the enhanced federal income tax credit for domestic content
- The ultimate home energy manager in charge of PV production, battery storage, backup operation during a power outage**, EV Charging, and smart energy devices
- Record-breaking 99% weighted efficiency with up to 200% DC oversizing
- Able to start high LRA HVAC systems during backup operation
- Integrates seamlessly with the complete SolarEdge Home Smart Energy Ecosystem, through SolarEdge Home Network
- Module-level monitoring and visibility of battery status, PV production, and self-consumption data
- Fast and easy installation – small and lightweight, with reduced commissioning time
- A scalable solution that supports future homeowner needs through easy connection to a growing ecosystem of products
- Advanced safety features with integrated arc fault protection and rapid shutdown for 690.11 and 690.12
- Advanced reliability with automotive-grade components
- Embedded revenue grade production data, ANSI C12.20 Class 0.5
- NEMA 4X-rated, for indoor and outdoor installations
- Embedded Power Control System (PCS) – install larger systems while avoiding main panel upgrade

* Manufactured by SolarEdge with the intent to be eligible for inclusion under the elective safe harbor in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notice 2024-41). For inverters with part number USExxxxxH-USMNBL75, the PCBA, Electrical Parts, and Enclosure are domestically produced and manufactured to meet the requirements of eligibility to be considered for the ITC domestic content bonus adder. For inverters with part number SExxxxxH-USMNxBLx5, the PCBA and Enclosure are domestically manufactured to meet the requirements of eligibility to be considered for the ITC domestic content bonus adder. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% domestic content bonus, to determine how the applicable rules apply to your particular project. The forward-looking statements in this datasheet are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

** Requires additional hardware and firmware version upgrade.

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/ SolarEdge Home Hub Inverter

USA Domestic Content Eligible
Single Phase, for North America

SE3800H-US / SE5700H-US / SE7600H-US / SE10000H-US / SE11400H-US

Applicable to inverters with part number	SExxxxxH-USMNxBLx5 / USExxxxxH-USMNBL75					
Model Number(1)	**SE3800H-US**	**SE5700H-US**	**SE7600H-US**	**SE10000H-US**	**SE11400H-US**	
OUTPUT – AC ON GRID						
Maximum AC Power Output	3800 @ 240V 3300 @ 208V	5760 @ 240V 5000 @ 208V	7600 @ 240V	10,000 @ 240V	11,400 @ 240V 10,000 @ 208V	W
AC Output Voltage (Nominal)	208 / 240					Vac
AC Output Voltage (Range)	183 – 264					Vac
AC Frequency Range (min - nom - max)	59.3 – 60 – 60.5(7)					Hz
Maximum Continuous Output Current	16 @ 240V 16 @ 208V	24 @240V 24 @ 208V	32 @ 240V	42 @ 240V	47.5 @ 240V 48 @208V	A
GFDI Threshold	1					A
Total Harmonic Distortion (THD)	< 3					%
Power Factor	1, adjustable -0.85 to 0.85					
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes					
Charge Battery from AC (if allowed)	Yes					
Typical Nighttime Power Consumption	< 2.5					W
OUTPUT – AC STANDALONE (BACKUP)(3)						
Rated AC Power in Standalone Operation(4)	11,400					W
Maximum Continuous Output Current in Standalone Operation	48					A
Locked Rotor Amperage (LRA)(5)	Up to 106					A
AC L-L Output Voltage Range in Standalone Operation	211 – 264					Vac
AC L-N Output Voltage Range in Standalone Operation	105 – 132					Vac
AC Frequency Range in Standalone Operation (min - nom - max)	55 – 60 – 65					Hz
GFDI	1					A
THD	< 5					%
INPUT – DC (PV AND BATTERY)						
Transformer-less, Ungrounded	Yes					
Maximum Input Voltage	480					Vdc
Nominal DC Input Voltage	380					Vdc
Reverse-Polarity Protection	Yes					
Ground-Fault Isolation Detection	600kΩ Sensitivity					
Maximum Input Short Circuit Current	45					Adc
Maximum Inverter Efficiency	99.2					%
CEC Weighted Efficiency	98.5		99		99 @ 240V 98.5 @ 208V	%
2-Pole Disconnection	Yes					
DC CONNECTION – PV						
Maximum Input Power	7600 @ 240V 6600 @ 208V	11,520 @ 240V 10,000 @ 208V	15,200 @ 240V	20,000 @ 240V	22,800 @ 240V 20,000 @ 208V	W
Maximum Input Current	20 @ 240V 17 @ 208V	30 @ 240V 26 @ 208V	40 @ 240V	53 @ 240V	60 @ 240V 53 @ 208V	Adc
Number of Ports	3					
Maximum Current per Port	40					Adc

(1) These specifications apply to inverters with part number **SExxxxxH-USMNxBLx5** and **USExxxxxH-USMNBL75** and connection unit model number **DCD-1PH-US-PxH-F-x**
(2) For other regional settings please refer to the SolarEdge Inverters, Power Control Options application note.
(3) Not designed for non-grid connected applications and requires AC for commissioning. Standalone (backup) functionality is only supported for the 240V grid.
(4) For models SE7600H-US and below, the Rated AC Power in Standalone Operation is configurable between 7,600W with a Maximum Continuous Output Current of 32A or 11,400W with a Maximum Continuous Output Current of 48A, from firmware version 4.20.xx.
(5) For more information about LRA (Locked Rotor Amperage) values, see the SolarEdge Home Hub Inverter LRA application note.

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CE ETL Intertek 4004590

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CONTRACT# ELE/260049

/ SolarEdge Home Hub Inverter

USA Domestic Content Eligible
Single Phase, for North America

SE3800H-US / SE5700H-US / SE7600H-US / SE10000H-US / SE11400H-US

Applicable to inverters with part number	SExxxxxH-USMNxBLx5 / USExxxxxH-USMNBL75					
Model Number[1]	**SE3800H-US**	**SE5700H-US**	**SE7600H-US**	**SE10000H-US**	**SE11400H-US**	
DC CONNECTION – BATTERY						
Supported Battery Types	SolarEdge Home Battery 400V					
Number of Batteries per Inverter	Up to 3					
Maximum Continuous Power (Charge and Discharge)[6]	11,400					W
Number of Ports	2					
Maximum Current per Port	40					Adc
2-pole Disconnection	Up to the inverter's rated standalone power					
SMART ENERGY CAPABILITIES						
Consumption Metering	Built-in[7]					
Standalone & Battery Storage	With Backup Interface (purchased separately) for service up to 200A; up to 3 inverters					
EV Charging	Direct connection to the SolarEdge Home EV Charger[8]					
ADDITIONAL FEATURES						
Supported Communication Interfaces	RS485, Ethernet, Cellular[9], Wi-Fi[10] (optional), SolarEdge Home Network[10] (optional)					
Revenue Grade Metering, ANSI C12.20	Built-in[7]					
Integrated AC, DC, and Communication Connection Unit	Yes					
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi Access Point for local connection					
DC Voltage Rapid Shutdown (PV and Battery)	Yes, NEC 690.12					
STANDARD COMPLIANCE						
Safety	UL 1741, UL 1741SA, UL 1741SB, UL 1699B, CSA 22.2#107.1, C22.2#330, C22.3#9, ANSI/CAN/UL 9540					
Grid Connection Standards	IEEE1547-2018 and IEEE-1547.1 Rule 21, Rule 14H					
Emissions	FCC Part 15 Class B					
Power Control System (PCS)	UL 1741 PCS[11]					
INSTALLATION SPECIFICATIONS						
AC Terminals	L1, L2, N terminal blocks, PE busbar for inverter corinection L1, L2 terminal blocks, PE busbar for EV Charger AC connection					
DC Terminals	3 x terminal block pairs for PV input, 2 x terminal block pair for battery input					
AC Output and EV AC Output Conduit Size / AWG Range	1" maximum / 14 – 4 AWG					
DC Input (PV and Battery) Conduit Size / AWG Range	1" maximum / 14 – 6 AWG					
Dimensions with Connection Unit (H x W x D)	21.06 x 14.6 x 8.2 / 535 x 370 x 208					in / mm
Weight with Connection Unit	44.9 / 20.3					lb / kg
Noise	< 50					dBA
Cooling	Natural Convection					
Operating Temperature Range	-40 to +140 / -40 to +60[12]					°F / °C
Protection Rating	NEMA 4X					

(6) Discharge power is limited up to the inverter's rated AC power for on-grid and standalone applications, as well as up to the installed batteries' rating.
(7) For consumption metering current transformers should be ordered separately: SECT-SPL-225A-T-20 or SEACT1250-400NA-20. Revenue grade metering is only for production metering.
(8) For more information about the SolarEdge Home EV Charger, refer to the SolarEdge Home EV Charger datasheet.
(9) Information concerning the data plan terms & conditions is available in SolarEdge Communication Plan Terms and Conditions.
(10) SolarEdge Home Network Plugin ENET-HBNP-01 and Wi-Fi Antenna SE-ANT-ZBWIFI-KIT purchased separately. For more information, refer to the SolarEdge Home Network Plugin datasheet and the Antenna for Wi-Fi and ZigBee Wireless Communications datasheet.
(11) Only part numbers SExxxxxH-USMNxx**7**x and USExxxxxH-USMNxx**7**x support the PCS meter.
(12) Full power up to at least 122°F / 50°C; for power derating information refer to the Temperature Derating for North America technical note.

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CE Intertek 4004598

SolarEdge is a global leader in smart energy technology. By leveraging world-class engineering capabilities and with a relentless focus on innovation, SolarEdge creates smart energy solutions that power our lives and drive future progress.

SolarEdge developed an intelligent inverter solution that changed the way power is harvested and managed in photovoltaic (PV) systems. The SolarEdge DC optimized inverter maximizes power generation while lowering the cost of energy produced by the PV system.

Continuing to advance smart energy, SolarEdge addresses a broad range of energy market segments through its PV, storage, EV charging, UPS, and grid services solutions.

SolarEdge
@SolarEdgePV
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SolarEdge North America
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www.solaredge.com/corporate/contact

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Cautionary Note Regarding Market Data and Industry Forecasts: This brochure may contain market data and industry forecasts from certain third-party sources. This information is based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any such market data is accurate or that any such industry forecasts will be achieved. Although we have not independently verified the accuracy of such market data and industry forecasts, we believe that the market data is reliable and that the industry forecasts are reasonable.

CE

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CONTRACT# ELE/260049

Residential Power Optimizer

USA Domestic Content Eligible*

For North America

U650

POWER OPTIMIZER

Made in the USA from imported parts

SolarEdge's USA-manufactured residential offering for PV power optimization at the module level

- Eligible for domestic content: SolarEdge USA-manufactured Power Optimizers*, when paired with certain SolarEdge inverters, are intended to be eligible for the enhanced federal income tax credit for domestic content
- Specifically designed to work with SolarEdge residential inverters
- Superior efficiency (99.5%)
- Mitigates diverse types of module mismatch loss, from manufacturing tolerance to partial shading
- Faster installations with simplified cable management and easy assembly using a single bolt
- Flexible system design for maximum space utilization
- Compatible with a wide range of modules, including high-powered and bifacial PV modules
- Advanced safety:
  - Patented Sense Connect technology, designed to automatically detect and prevent potential electric arcs at the connector level before an arc is created
  - Patented SafeDC™ – module-level voltage shutdown, for installer and firefighter safety
  - Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)

* Manufactured by SolarEdge with the intent to be eligible for inclusion under the elective safe harbor in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notice 2024-41). The PCBA, Electrical Parts, Enclosure and Production are domestically manufactured to meet the requirements of eligibility to be considered for the ITC domestic content bonus adder. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% domestic content bonus, to determine how the applicable rules apply to your particular project. The forward-looking statements in this datasheet are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

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Residential Power Optimizer

USA Domestic Content Eligible for North America

U650

	U650	Units
INPUT		
Rated Input DC Power(1)	650	W
Absolute Maximum Input Voltage (Voc)	60	Vdc
MPPT Operating Range	8 – 60	Vdc
Maximum Input Current (Maximum Isc of Connected PV Module)	15	Adc
Maximum Input Short Circuit Current(2)	18.75	Adc
Maximum Efficiency	99.5	%
Weighted Efficiency	98.6	%
Overvoltage Category	II	
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREDGE INVERTER)		
Maximum Output Current	15	Adc
Maximum Output Voltage	60	Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREDGE INVERTER OR INVERTER OFF)		
Safety Output Voltage per Power Optimizer	1 ± 0.1	Vdc
STANDARD COMPLIANCE		
Photovoltaic Rapid Shutdown System	CSA C22.2#330, NEC 2014 – 2023	
EMC	FCC Part 15 Class B, IEC 61000-6-2, IEC 61000-6-3	
Safety	CSA C22.2#107.1, IEC 62109-1 (Class II safety), UL 1741	
Material	UL 94 V-0, UV Resistant	
RoHS	Yes	
Fire Safety	VDE-AR-E 2100-712:2013-05	
INSTALLATION SPECIFICATIONS		
Maximum Allowed System Voltage	1000	Vdc
Dimensions (W x L x H)	129 x 155 x 30 / 5.07 x 6.10 x 1.18	mm / in
Weight	720 / 1.6	gr / lb
Input Connector	MC4	
Input Wire Length	0.1 / 0.32	m / ft
Output Connector	MC4	
Output Wire Length	(+) 2.3, (-) 0.10 / (+) 7.54, (-) 0.32	m / ft
Operating Temperature Range(3)	-40 to +85	°C
Protection Rating	IP68 / NEMA6P	
Relative Humidity	0 – 100	%

(1) The Rated Power of the module at STC will not exceed the power optimizer's Rated Input DC Power. Modules with up to +5% power tolerance are allowed.
(2) The Maximum Input Short Circuit Current is adjusted for worst case conditions of ambient temperature, irradiance, bifacial gain, and so on, in accordance with NEC and CSA.
(3) Power derating is applied for ambient temperatures above +85°C / +185°F. Refer to the Power Optimizers Temperature Derating technical note for details.

PV System Design Using a SolarEdge Inverter(4)		SolarEdge Home Wave / Hub Single Phase	Three Phase for 208V Grid	Three Phase for 277/480V Grid	Units
Minimum String Length (Power Optimizers)		8	10	18	
Maximum String Length (Power Optimizers)		25		50(5)	
Maximum Usable Power Delivered per String		5700	6000	12,750	W
Maximum Allowed Connected Power per String(6)(7)	Inverters with Rated AC Power ≤ 5700W	Per the inverter's maximum input DC power(8)	One string: 7200 Two strings or more: 7800	15,000	W
	Inverters with Rated AC Power of 6000W	5700			
	Inverters with Rated AC Power ≥ 7600W	6800, only when connected to at least two strings			
Parallel Strings of Different Lengths or Orientations		Yes			

(4) It is not allowed to mix S-series and P-series Power Optimizers in new installations in the same string.
(5) A string with more than 30 optimizers does not meet NEC rapid shutdown requirements; safety voltage will be above the 30V requirement.
(6) For the 208V grid, the maximum is permitted only when the difference in connected power between strings is 1,000W or less.
(7) For the 240V or 277/480V grids, the maximum is permitted only when the difference in connected power between strings 2,000W or less.
(8) Refer to the Single String Design Guidelines application note for more details.

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RoHS

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CONTRACT# ELE/260049

Q.PEAK DUO BLK ML-G10+ SERIES

385 - 415 Wp | 132 Cells
21.0 % Maximum Module Efficiency

MODEL Q.PEAK DUO BLK ML-G10+ / TS

Breaking the 21% efficiency barrier

Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 21.0 %.

A reliable investment

Inclusive 25-year product warranty and 25-year linear performance warranty[1].

Enduring high performance

Long-term yield security with Anti LeTID Technology, Anti PID Technology[2] and Hot-Spot Protect.

Innovative all-weather technology

Optimal yields, whatever the weather with excellent low-light and temperature behaviour.

The most thorough testing programme in the industry

Qcells is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new "Quality Controlled PV" of the independent certification institute TÜV Rheinland.

[1] See data sheet on rear for further information.
[2] APT test conditions according to IEC/TS 62804-1:2015, method A (−1500 V, 96 h)

The ideal solution for:

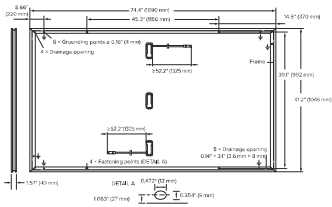
Rooftop arrays on residential buildings

Rooftop arrays on commercial / industrial buildings

Q.PEAK DUO BLK ML-G10+ SERIES

Mechanical Specification

Format	74.4 in × 41.2 in × 1.57 in (including frame) (1890 mm × 1046 mm × 40 mm)
Weight	51.8 lbs (23.5 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction box	2.09–3.98 in × 1.26–2.36 in × 0.59–0.71 in (53–101 mm × 32–60 mm × 15–18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 52.2 in (1325 mm), (−) ≥ 52.2 in (1325 mm)
Connector	Stäubli MC4; IP68

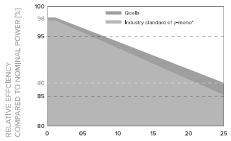


Electrical Characteristics

POWER CLASS				385	390	395	400	405	410	415
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / −0 W)										
Minimum	Power at MPP[1]	P_{MPP}	[W]	385	390	395	400	405	410	415
	Short Circuit Current[1]	I_{SC}	[A]	11.04	11.07	11.10	11.14	11.17	11.20	11.23
	Open Circuit Voltage[1]	V_{OC}	[V]	45.19	45.23	45.27	45.3	45.34	45.37	45.41
	Current at MPP	I_{MPP}	[A]	10.59	10.65	10.71	10.77	10.83	10.89	10.95
	Voltage at MPP	V_{MPP}	[V]	36.36	36.62	36.88	37.13	37.39	37.64	37.89
	Efficiency[1]	η	[%]	≥19.5	≥19.7	≥20.0	≥20.2	≥20.5	≥20.7	≥21.0
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]										
Minimum	Power at MPP	P_{MPP}	[W]	288.8	292.6	296.3	300.1	303.8	307.6	311.3
	Short Circuit Current	I_{SC}	[A]	8.90	8.92	8.95	8.97	9.00	9.03	9.05
	Open Circuit Voltage	V_{OC}	[V]	42.62	42.65	42.69	42.72	42.76	42.79	42.83
	Current at MPP	I_{MPP}	[A]	8.35	8.41	8.46	8.51	8.57	8.62	8.68
	Voltage at MPP	V_{MPP}	[V]	34.59	34.81	35.03	35.25	35.46	35.68	35.89

[1] Measurement tolerances P_{MPP} ±3 %; I_{SC}; V_{OC} ±5 % at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • [2] 800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

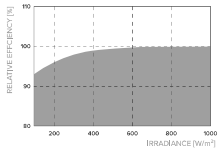


At least 98 % of nominal power during first year. Thereafter max. 0.5 % degradation per year. At least 93.5 % of nominal power up to 10 years. At least 86 % of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

*Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	109 ± 5.4 (43 ± 3 °C)

Properties for System Design

Maximum System Voltage	V_{SYS}	[V]	1000 (IEC) / 1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating		[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 2
Max. Design Load, Push / Pull[3]		[lbs / ft²]	75 (3600 Pa) / 75 (3600 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]		[lbs / ft²]	112 (5400 Pa) / 112 (5400 Pa)		

[3] See Installation Manual

Qualifications and Certificates

UL61730-1 & UL61730-2, CE-compliant,
Quality Controlled PV - TÜV Rheinland,
IEC 61215:2016, IEC 61730:2016,
U.S. Patent No. 9,893,215 (solar cells),

*Contact your Qcells Sales Representative for details regarding the module's eligibility to be Buy American Act (BAA) compliant.

Qcells pursues minimizing paper output in consideration of the global environment.

Note: Installation instructions must be followed. Contact our technical service for further information on approved installation of this product.
Hanwha Q CELLS America Inc. 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL hqc-inquiry@qcells.com | WEB www.qcells.com

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CONTRACT# ELE/260049

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Certificate Of Completion

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Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
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110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
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Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/27/2025 10:10:12 AM Viewed: 10/28/2025 3:15:00 PM Signed: 10/28/2025 3:28:00 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b118:5ba:9c25:1925:92db:9a1b Signed using mobile	Sent: 10/28/2025 3:28:03 PM Viewed: 10/28/2025 3:36:33 PM Signed: 10/28/2025 3:38:08 PM
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Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:15:2819::a Signed using mobile	Sent: 10/28/2025 3:38:11 PM Viewed: 10/28/2025 4:43:11 PM Signed: 10/28/2025 4:43:31 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2025 4:43:11 PM ID: 618f11f8-5c39-4a0d-88eb-f59075ae768e		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2025 10:10:12 AM
Certified Delivered	Security Checked	10/28/2025 4:43:11 PM
Signing Complete	Security Checked	10/28/2025 4:43:31 PM
Completed	Security Checked	10/28/2025 4:43:31 PM

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Electronic Record and Signature Disclosure

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ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Rajasekhar Ventrapragada

Mailing Address: 1425 SE 47TH ST

City: Ocala State: Fl Zip Code: 34480

Phone Number: 352-299-6527 Alternate Phone Number: _____

Email Address: rajventra@yahoo.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 540778 - 148411

2. RGS Facility Information

Facility Location: 1425 SE 47TH ST

Ocala Electric Utility Customer Account Number: 540778 - 148411

RGS Manufacturer: REC Solar

Manufacturer's Address: 20 Tuas South Ave 14

Singapore 637312

Reference or Model Number: REC ALPHA Pure RX series qty(84) 450W

Serial Number: REC ALPHA Pure RX series

(Continued on Sheet No.19.1)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continue from Sheet No. 19.0)

FIRST REVISED SHEET NO. 19.1
CANCELS ORIGINAL SHEET NO. 19.1

3. Facility Rating Information

Gross Power Rating: 32.12 ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: _____

Anticipated In- Service Date: PV _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 19.1)

FIRST REVISED SHEET NO. 19.2
CANCELS ORIGINAL SHEET NO. 19.2

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Rajasekhar Ventrapragada Date: 7/31/25
(Print Name)

V. Raja Sekhar
(Signature)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 31 day of July, 2025, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and _____, a retail electric customer of OEU (hereinafter "Customer").

Rajasekhar Ventrapragada

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.0)

FIRST REVISED SHEET NO. 20.1
CANCELS ORIGINAL SHEET NO. 20.1

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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(Continued from Sheet No. 20.2)

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

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(Continued from Sheet No. 20.3)

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: Signed by: Janice Mitchell 55198B4385BA4E1...
Title: CFO
Date: 10/21/2025

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...
Title: Chief Sys Ops & Tech Officer
Date: 10/21/2025

Customer

By: Rajasekhar Ventrapragada (Print Name) Date: 7/31/25

(Signature)

Customer's City of Ocala Electric Utility Account Number: 540778 - 148411

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A5DA8BABED04F3...
William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.5)

FIRST REVISED SHEET NO. 20.6
CANCELS ORIGINAL SHEET NO. 20.6

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 31 day of July, 20 25, by and between Rajasekhar Ventrapragada, (hereinafter called "**Customer**"), located at 1425 SE 47TH ST in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the inter-connection is taking place: 1425 SE 47TH ST.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, OEU operates an electric system serving parts of the City of Ocala and Marion County; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location indentified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

(Continued on Sheet No. 22.1)

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(Continued from Sheet No. 22.0)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and OEU.

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*

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(Continued from Sheet No. 22.1)

d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising OEU of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU's systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's electric system such that back feed from the customer-owned renewable generation system to OEU's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

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17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars ($1,000,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and also measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OUS inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

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24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.

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b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a

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specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on OEU's electric system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 22.7)

FIRST REVISED SHEET NO. 22.8
CANCELS ORIGINAL SHEET NO. 22.8

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

OUS:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 10/21/2025

Customer:

By: Rajasekhar Ventrapragada
(Print Name)
V. Raja Sekhar
(Signature)

Date: 7/31/2025

City of Ocala Electric Utility Account Number:
540778 - 148411

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8ABED04F3...
William E. Sexton, Esq.
City Attorney

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

Risk Placement Services, Inc.
Knowledge. Relationships. Trust. Confidence.

Risk Placement Services, Inc. - Sebastian
2400 E. Commercial Blvd
Suite 728
Fort Lauderdale, FL 33308

RPS Contact:
Claire Murdock
Personal Lines Underwriter
Phone: 786-924-7068
Fax: 786-924-7080
Email: Claire_Murdock@rpsins.com

Insurance Binder

APPLICANT: **Rajasekhar Ventrapragada; Saila Ventrapragada**
1425 Se 47th Street
Ocala, FL 34480

POLICY NO: **PUP2420831**

RENEWAL OF:

COVERAGE: **Personal Umbrella**

SUBMITTED TO: **Shiraj Merchant**
MyInsurancePal, LLC
9462 Narcoossee Rd
Orlando, FL 32827
(404) 433-8918
Roger@myinsurepal.com

RETAIL PRODUCER COMMISSION: **10%**

1. **Policy Review - You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described, and no assumption should be made as to the adequacy of coverage of the risk to the client.**
2. **You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the Insurer of the Agent.**
3. **Cancellation - At binding, you commit to any provisions contained herein such as Minimum Earned Premiums. There are no flat cancellations allowed.**

Aug 08, 2025

RPS Submission #: 8134758A

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

Risk Placement Services, Inc.
Knowledge. Relationships. Trust. Confidence.

Retail Producer:
Shiraj Merchant
MyInsurancePal, LLC
9462 Narcoossee Rd
Orlando, FL 32827
Phone: (404) 433-8918
Fax: (407) 693-0801
Email: Roger@myinsurepal.com

INSURANCE BINDER

Binder Information

Insured Name:	Rajasekhar Ventrapragada; Saila Ventrapragada
Policy Period:	8/7/2025 to 8/7/2026
Insurance Carrier:	RLI Insurance Company NAIC #: 13056
Admitted / Non-Admitted:	Admitted
A. M. Best Rating:	A+ XIV

Physical Location

1425 Se 47th Street,
Ocala, FL 34480

Limits of Insurance

Coverage: Personal Excess/Umbrella

$1,000,000	Liability Limit
Rejected	Uninsured/Underinsured Motorists

Deductible Information

Coinsurance: %

Rating Information

Aug 08, 2025

RPS Submission #: 8134758A

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

Premium Summary

Premium **$1,034.00**

Minimum Earned Premium: **10%**

(All applicable taxes and fees are Fully Earned unless otherwise specified.)
Fees:

Tax State (or home state): **FL**

The State Surplus Lines Notice applies only if Insurance Carrier is shown as Non-Admitted in the Binder Information Section.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY THE SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Albert Geraci
2400 E. Commercial Blvd., Ste. 728
Fort Lauderdale, FL 33308
P176271

SURPLUS LINES TAXES:

FIGA	**$10.00**
TOTAL	**$1,044.00**

Coverage Notes

Flat cancellation is not permitted. Minimum earned premium provision applies.

Forms / Endorsements

See attached Company Proposal for terms, conditions and exclusions.

Terms & Conditions

Please note, coverage and premium terms are subject to change or withdrawal pending review and underwriting approval of this additional information:

Subject to Fully Completed, Signed & Dated Application at time of Binding.
Coverage is excess of Underlying per Schedule

- This binder does not include all the terms, coverages, exclusions, limitations, conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

Aug 08, 2025 **RPS Submission #: 8134758A**

1752
Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

Directory of Pages

PV-1	Location & System Details
PV-2	Array Layout Details
PV-3	Installation Site Layout
PV-4	Rail Structural Details
PV-5	Strings Connection Details
PV-6	Electrical Connections Diagram
PV-7	Wall Mounting Details
PV-8	Electrical Calculations
PV-9	Notes
PV-10	Warning Labels
PV-11	Fire & Safety Plan
PV-12	Specifications Sheets Index
PV-13-PV-20	Data Sheets
PV-21-PV-22	Certificates

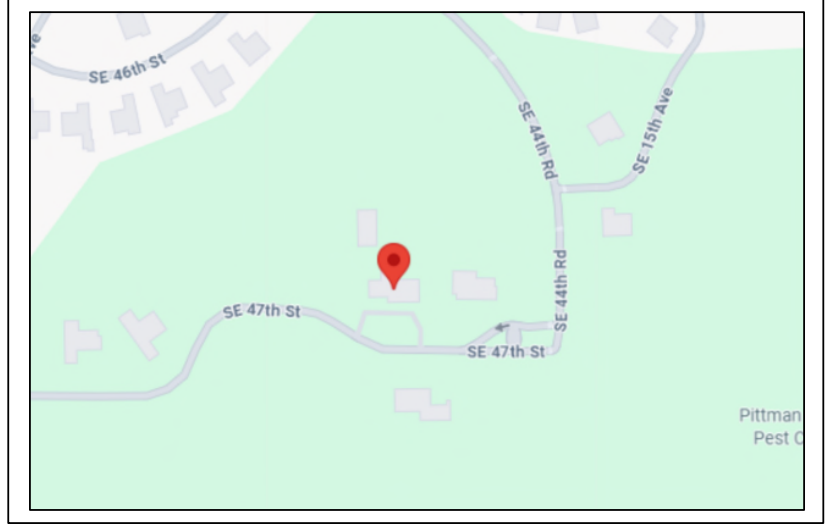
PROJECT DETAILS

PROPERTY OWNER	Sailaja Ventrapragada
PROPERTY ADDRESS	1425 SE 47TH St , Ocala , FL 34480
ZONING	RESIDENTIAL
USE & OCCUPANCY CLASSIFICATION	0103 - SINGLE FAM CLASS III
AHJ	Ocala , FL 34480
UTILITY COMPANY	Ocala Electric Utility (OEU)
METER S/N	-
SYSTEM TYPE	GRID TIED , UTILITY INTERACTIVE PV SYSTEM

CONTRACTOR INFORMATION

COMPANY	JM CONSTRUCTION GROUP LLC
LICENSE NUMBER	EC13012226
ADDRESS	532 S. ECON CIR, STE#160 OVIEDO , FL32765
PHONE NUMBER	(407) 607-4493

1 / P-1 STREET VIEW
SCALE : NTS



2 / P-2 LOCATION
SCALE : NTS

3 / P-3 AERIAL VIEW
SCALE : NTS

GOV. CODES

2023 FLORIDA BUILDING CODE - 8TH EDITION
2023 FLORIDA RESIDENTIAL CODE - 8TH EDITION 2020
2023 FLORIDA PLUMBING CODE - 8TH EDITION
2023 FLORIDA MECHANICAL CODE - 8TH EDITION
2023 FLORIDA FIRE PREVENTION CODE - 8TH EDITION
2020 NATIONAL ELECTRICAL CODE
ANY OTHER LOCAL AMENDMENTS

SYSTEM SUMMARY

(N) 84 - REC (450W) MODULES
(N) 84 - ENPHASE IQ8X MICRO-INVERTER
(N) 2 - ENPHASE COMBINER PANEL
(N) JUNCTION BOX
(E) 2X200A MAIN SERVICE PANELS
(N) 02-60A AC DISCONNECT

This item has been digitally signed and sealed by Javier A Llavona on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

I JAVIER A LLAVONA, PE #77363 AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM, ELECTRICAL COMPONENTS AND THE SELECTED MOUNTING TO STRUCTURE ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE FLORIDA BUILDING CODE (FBC) 2023 EDITION.

JAVIER A. LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

SCOPE OF WORK

THIS PROJECT INVOLVES THE INSTALLATION OF A PHOTOVOLTAIC POWER SYSTEM. SOLAR PANELS WILL BE RACKED USING A PRE ENGINEERED RACKING SYSTEM. THE RACKED MODULES WILL BE ELECTRICALLY CONNECTED WITH DC TO AC POWER INVERTER AND INTERCONNECTED TO THE LOCAL UTILITY USING MEANS AND METHODS CONSISTENT WITH THE RULES ENFORCED BY THE LOCAL UTILITY AND PERMITTING JURISDICTION.

SYSTEM SIZE : 37.80KW DC / 32.12 KW AC

THIS DOCUMENT HAS BEEN PREPARED FOR THE PURPOSE OF DESCRIBING THE DESIGN OF A PROPOSED PV SYSTEM WITH ENOUGH DETAIL TO DEMONSTRATE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS. THE DOCUMENT SHALL NOT BE RELIED UPON AS A SUBSTITUTE FOR FOLLOWING MANUFACTURER INSTALLATION INSTRUCTIONS. THE SYSTEM SHALL COMPLY WITH ALL MANUFACTURERS LISTING AND INSTALLATION INSTRUCTIONS, AS WELL AS ALL APPLICABLE CODES. NOTHING IN THIS DOCUMENT SHALL BE INTERPRETED IN A WAY THAT OVERRIDES THEM. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL CONDITIONS, DIMENSIONS, AND DETAILS IN THIS DOCUMENT.

DESIGN CRITERIA

ASHRAE XTRE LOW	1°C (34°F)
ASHRAE 2% HIGH	34°C (93°F)
CLIMATE DATA SCE	OCALA CLEAR
WIND SPEED	140 MPH (ASCE7-22)
RISK CATEGORY	II
WIND EXPOSURE CATEGORY	B
ASHRAE XTRE LOW	0 PSF
ROOF COVERING	SHINGLES
S/b ROOF SLOPE	<27°
ROOF HEIGHT	TOTAL HEIGHT < 45FT

Drawn by: I. Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

PRIME GREEN SOLUTIONS
L15000107184
532 S. ECON CIR, STE 160
Oviedo, FL 32765
Cell: 407-607-4493
E-Mail: Saqr@primegsol.com
www.Primegsol.com

JM Construction Group LLC dba PRIME Green Solution
www.primegsol.com
532 S. ECON CIR, STE #160
OVIEDO , FL 32765

PRIME GREEN SOLUTIONS

Client : Sailaja Ventrapragada
Project Name : Sailaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Location and System Details

PV-1

CONTRACT# ELE/250982

This item has been digitally signed and sealed by Javier A Llavona on the date adjacent to the seal.
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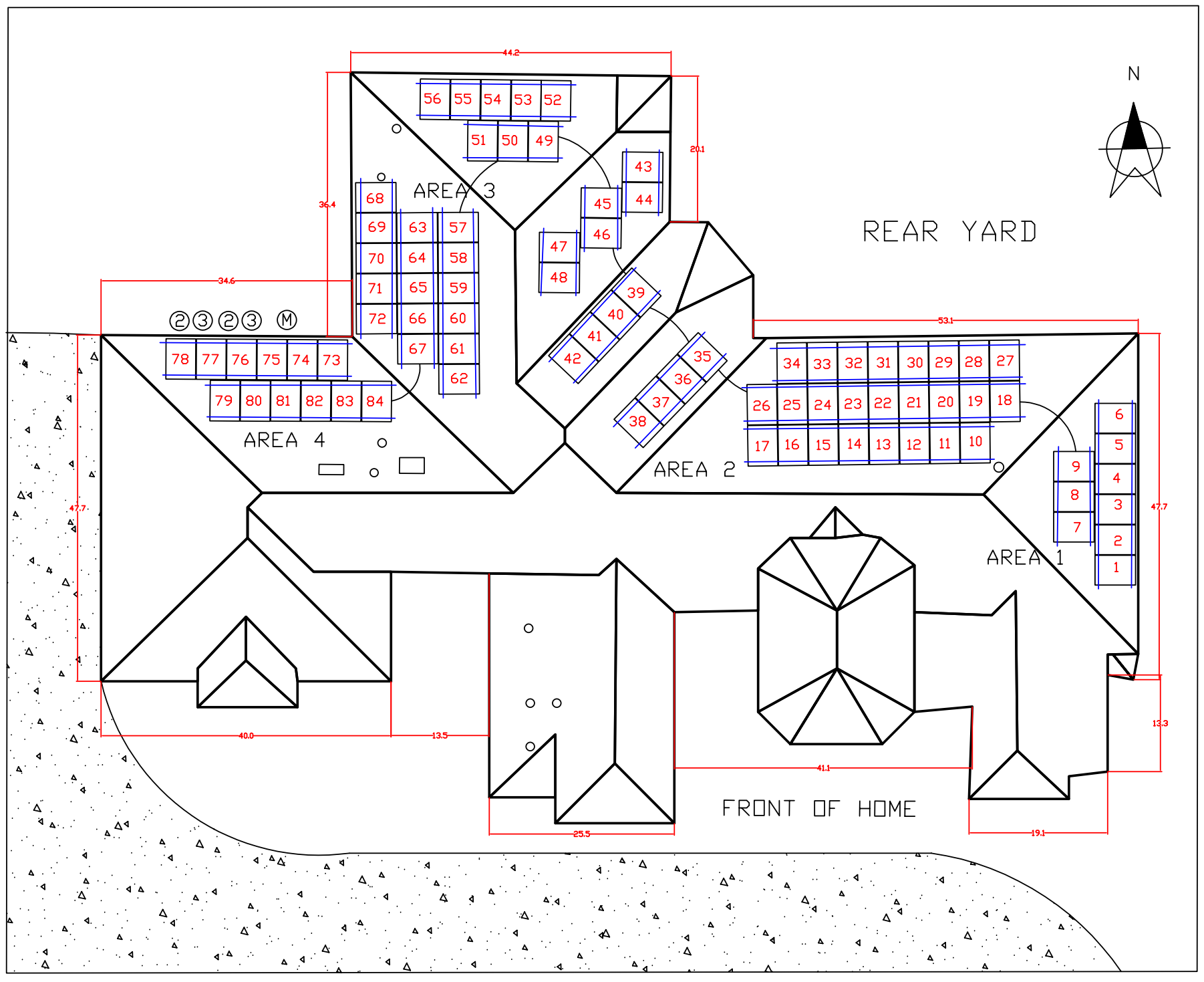
I CERTIFY THAT THE FRAMING OF THIS STRUCTURE WILL SAFELY ACCOMMODATE CALCULATED WIND UPLIFT AND LATERAL FORCES AND EQUIPMENT DEAD LOADS. THIS IS ATTESTED TO BY MY SIGNATURE AND SEAL ON THIS DRAWING.



ARRAY AREA & ROOF AREA CALC'S

ROOF	# OF MODULE	ARRAY AREA (SQF)	ROOF AREA (SQF)	ROOF AREA COVERED BY ARRAY (%)
#1	9	187.11	470.37	39.77
#2	33	686.07	1728.00	39.70
#3	30	623.7	1732.00	36.01
#3	12	249.48	770.00	32.4

Ⓜ UTILITY METER

① (E) 2X200A MAIN SERVICE PANELS

② 60A LOCKABLE, LABELED AC DISCONNECT

③ ENPHASE COMBINER PANEL

JB JUNCTION BOX (TYP.)

— EMT CONDUIT ¾″

REC (450 W)

— UNIRAC RAIL

JAVIER A LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

Drawn by: I Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

PRIME GREEN SOLUTIONS
L15000107184
532 S. ECON CIR, STE 160
Oviedo, FL 32765
Cell: 407-607-4493
E-Mail: Saqr@primegsol.com
www.Primegsol.com

JM Construction Group LLC dba PRIME Green Solution
www.primegsol.com
532 S. ECON CIR, STE #160
OVIEDO , FL 32765

PRIME GREEN SOLUTIONS

Client : Salaja Ventrapragada
Project Name : Salaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Installation Site layout

PV-3

1753
Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A
CONTRACT# ELE/250982

SYSTEM SIZE : 84 X 450W = 37.80 kW DC
SYSTEM SIZE : 32.12 kW AC

PV SYSTEM
ELECTRICAL CONNECTION DIAGRAM

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I JAVIER A LLAVONA, PE #77363 AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM, ELECTRICAL COMPONENTS AND THE SELECTED MOUNTING TO STRUCTURE ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE FLORIDA BUILDING CODE (FBC) 2023 EDITION.

JAVIER A LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

Solar Panel String #1
, 11 REC450AA PURE-RX,
450-watt modules wired as a single series string.
(with ENPHASE IQ8X-80-M-US MICRO-INVERTER).

MICRO-INV. × 5
REC MODULE NO. 11
REC MODULE NO. 4
REC MODULE NO. 3
REC MODULE NO. 2
REC MODULE NO. 1

Solar Panel String #2 , 10 MODULES
Solar Panel String #3 , 11 MODULES
Solar Panel String #4 , 10 MODULES

PV Source Circuites
#10 AWG CU
PV WIRE in free air , or
XHHW-2 in conduit.
w/#8 AWG CU Ground

At Optimized Vpm (400V) &
Max Optimized Amps (15.0A) &
1.5% volt drop or Less ,
#12 AWG CU ok up to 101 feet.
0.75" EMT conduit recommended

20A
20A
20A
20A
15A
IQ ENVOY
M

Locally - supplied NEMA 3R J-Box.
for combining & conversion from PV WIRE at solar array to XHHW-2

(N) MAX. 80A COMBINER PANEL
ENPHASE IQ COMBINER
X-IQ- AM1-240-5 64A/240V

60A AC Disconnect
Lockable, visible,
60A Fused EATON

#6 AWG CU
L1+L2+N
#8 AWG GND

AC Output
#4 AWG CU
Installer-determined AC Wire in conduit
W/#8 AWG CU ground.
80A max output
ampacity required .
@1.5%vd #4 AWG CU ok up to 70 ft
3/4" EMT conduit recommended

#6 AWG CU
L1+L2+N

LINE SIDE TAPPING

Utility Grid
Split-Phase
120/240Vac

L1 L2 N

Bi-Directional
Utility Meter

EXISTING
MAIN METER
240 / 120

L L N

LINE TAP

200A

PANEL A
LOC. INSIDE
GARAGE
(EXISTING)

Solar Panel String #5
, 11 REC450AA PURE-RX,
450-watt modules wired as a single series string.
(with ENPHASE IQ8X-80-M-US MICRO-INVERTER).

MICRO-INV. × 5
REC MODULE NO. 11
REC MODULE NO. 4
REC MODULE NO. 3
REC MODULE NO. 2
REC MODULE NO. 1

Solar Panel String #6 , 11 MODULES
Solar Panel String #7 , 10 MODULES
Solar Panel String #8 , 10 MODULES

PV Source Circuites
#10 AWG CU
PV WIRE in free air , or
XHHW-2 in conduit.
w/#8 AWG CU Ground

20A
20A
20A
20A
15A
IQ ENVOY
M

(N) MAX. 80A COMBINER PANEL
ENPHASE IQ COMBINER
X-IQ- AM1-240-5 64A/240V
CONTINUOUS,
PROTECTION MAX 80A BREAKER
ON SOLAR OUTPUT;
WITH 10 KAIC CIRCUIT BREAKERS

#6 AWG CU
L1+L2+N
#8 AWG GND

LINE SIDE TAPPING

#6 AWG CU
L1+L2+N

LINE TAP

200A

PANEL B
LOC. INSIDE
GARAGE
(EXISTING)

EXISTING GROUND ELECTRODE

EXISTING GROUND ELECTRODE

Solar Module Specs:
Make = REC
Model = REC450AA Pure-RX
Cells = 80
Pm = 450W
Voc = 48.9Vdc
Vpm = 42.4Vdc
Isc = 10.14A
Ipm = 9.56A
Tolerance : 0~/+5w
Max Volts : 1000Vdc
Series Fuse : 25A

Power Box Specs :
ENPHASE IQ8X-80-M-US (80 cell modules)
Rated DC Input 440W
Max Input Volts 79.5Vdc
MPPT Range 8-80V
Max Output Amps 1.58A
Output Voltage per PV String 240 VAC

Notes :

* Installing dealer is responsible for correct selection and use of all equipment and materials .
*Conductor size provided includes ambient temperature adjustment only. Additional derating may be needed based on actual conditions of use; conduit fill, conduit location, etc.
*Wire ampacity is based on NEC 2020 75°C copper conductor tables at average highest temperature (due to typical device terminal max. temperature ratings).
*All inverters are required W/ internal rapid shutdown system as per NEC 690.12.
*All lines to have terminator and sealing cap insulated as per manufacturer's specifications.

Drawn by: I. Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

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JM Construction Group LLC
dba PRIME Green Solution
www.primegsol.com
532 S. ECON CIR. STE #160
OVIEDO , FL 32765

PRIME GREEN SOLUTIONS

Client : Sallaja Ventrapragada
Project Name : Sallaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Electrical Connections Diagram

PV-6

CONTRACT# ELE/250982

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1754

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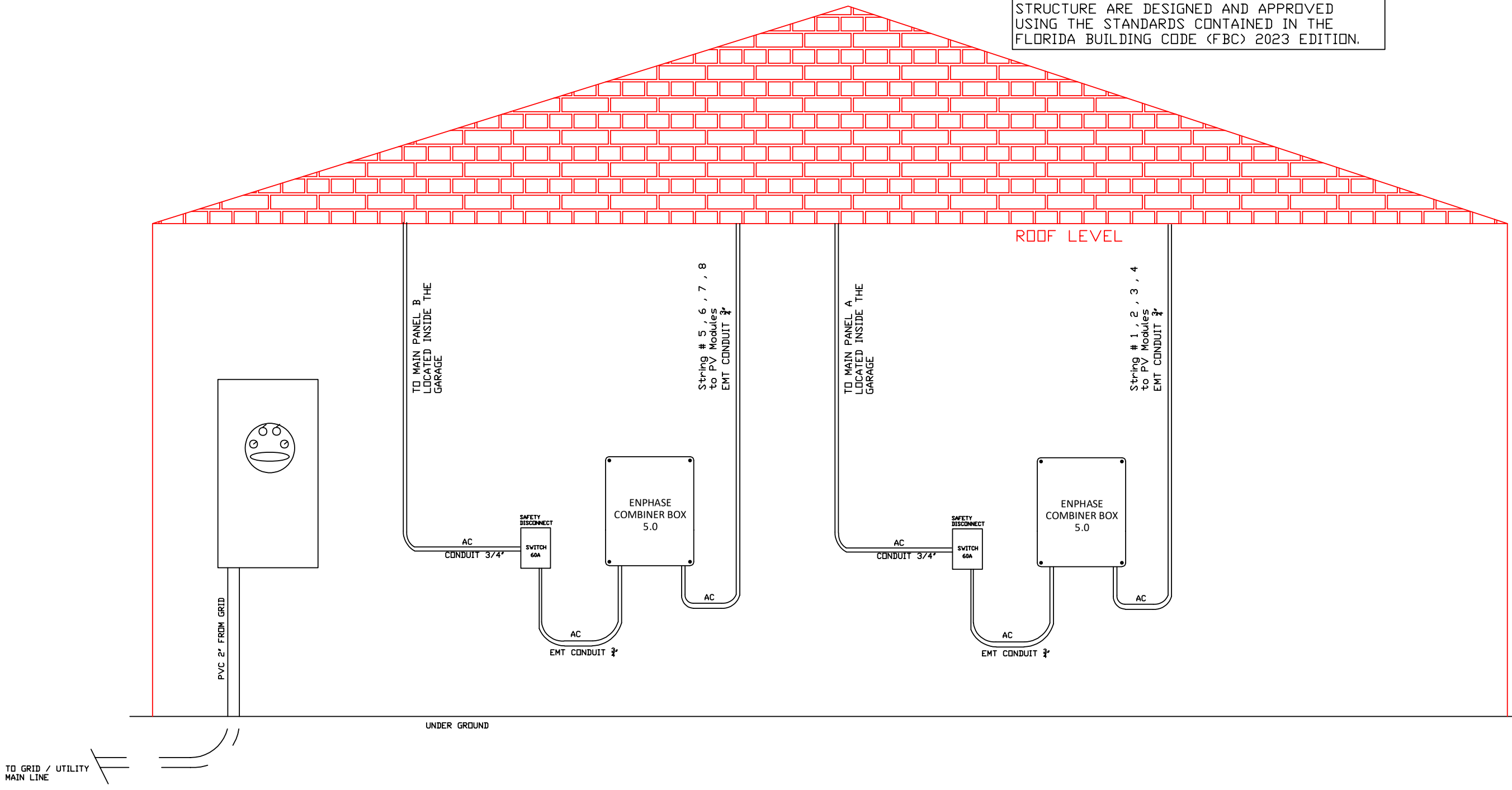

Notes
* Final Arrangements are subject to site conditions and complying with Electrical code.
* Electrical wires running in EMT Conduits and Pipes and hanging wall with proper clips .

JAVIER A LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

Drawn by: I. Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

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www.Primegsol.com

JM Construction Group LLC
dba PRIME Green Solution
www.primegsol.com
532 S. ECON CIR, STE #160
OVIEDO , FL 32765

PRIME GREEN SOLUTIONS

Client : Sailaja Ventrapragada
Project Name : Sailaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Wall Mounting Details

PV-7

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

CONTRACT# ELE/250982

1756
Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

BILL OF MATERIALS

EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULE	84	REC SOLAR ALPHA PURE (450W) MODULES
PANELS	02	ENPHASE COMBINER PANEL 5.0
OPTIMIZER	84	ENPHASE MICRO-INVERTER IQ8X
JUNCTION BOX	01	WEATHER PROOF JUNCTION BOX
AC DISCONNECT	02	AC DISCONNECT 60A FUSED, WITH 100A/2P , 240V NEMA 3R, UL LISTED,

SOLAR MODULE SPECIFICATIONS

MANUFACTURER / MODEL #	REC ALPHA PURE (450W) MODULES
VMP	42.40
IMP	9.56
VOC	48.9
ISC	10.14
MODULE DIMENSION	70.7"L x 40.01"W x 1.57"D (In Inch)

INVERTER SPECIFICATION

MANUFACTURER / MODEL #	ENPHASE IQ8X MICROINVERTER
NOMINAL AC POWER	380W
NOMINAL OUTPUT VOLTAGE	240 VAC
NOMINAL OUTPUT CURRENT	1.58A

AMBIENT TEMPERATURE SPECS

WEATHER STATION: OCALA EXECUTIVE AP

RECORD LOW TEMP	1°
AMBIENT TEMP (HIGH TEMP 2%)	34°
CONDUIT HEIGHT	0.5"
ROOF TOP TEMP	67°
CONDUCTOR TEMPERATURE RATE	90°
MODULE TEMPERATURE COEFFICIENT OF Voc	-0.26%/°C

PERCENT OF VALUES	NUMBER OF CURRENT CARRYING CONDUCTORS IN EMT
.80	4-6
.70	7-9
.50	10-20

PERCENT OF VALUES	NUMBER OF CURRENT CARRYING CONDUCTORS IN EMT
.80	4-6
.70	7-9
.50	10-20

INVERTERS SPECIFICATIONS

ENPHASE	IQ8X MICROINVERTER
DC INPUT POWER	235-440W

ELECTRICAL NOTES

1.) ALL EQUIPMENT TO BE LISTED BY UL OR OTHER NRTL, AND LABELED FOR ITS APPLICATION.
2.) ALL CONDUCTORS SHALL BE COPPER, RATED FOR 600 V AND 90 DEGREE C WET ENVIRONMENT.
3.) WIRING, CONDUIT, AND RACEWAYS MOUNTED ON ROOFTOPS SHALL BE ROUTED DIRECTLY TO, AND LOCATED AS CLOSE AS POSSIBLE TO THE NEAREST RIDGE, HIP, OR VALLEY.
4.) WORKING CLEARANCES AROUND ALL NEW AND EXISTING ELECTRICAL EQUIPMENT SHALL COMPLY WITH NEC 110.26.
5.) DRAWINGS INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS. CONTRACTOR SHALL FURNISH ALL NECESSARY OUTLETS, SUPPORTS, FITTINGS AND ACCESSORIES TO FULFILL APPLICABLE CODES AND STANDARDS.
6.) WHERE SIZES OF JUNCTION BOXES, RACEWAYS, AND CONDUITS ARE NOT SPECIFIED, THE CONTRACTOR SHALL SIZE THEM ACCORDINGLY.
7.) ALL WIRE TERMINATIONS SHALL BE APPROPRIATELY LABELED AND READILY VISIBLE.
8.) MODULE GROUNDING CLIPS TO BE INSTALLED BETWEEN MODULE FRAME AND MODULE SUPPORT RAIL, PER THE GROUNDING CLIP MANUFACTURER'S INSTRUCTION.
9.) MODULE SUPPORT RAIL TO BE BONDED TO CONTINUOUS COPPER G.E.C. VIA WEEB LUG OR ILSCO GBL-4DBT LAY-IN LUG.
10.) THE POLARITY OF THE GROUNDED CONDUCTORS IS NEGATIVE

AC CONDUCTOR AMPACITY CALCULATIONS:

ARRAY TO JUNCTION BOX

EXPECTED WIRE TEMP (In Celsius)	34°
TEMP. CORRECTION PER TABLE 310.15(B)(2)(a)	0.96
NO. OF CURRENT CARRYING CONDUCTORS	4
CONDUIT FILL CORRECTION PER NEC 310.15(B)(3)(a)	0.80
CIRCUIT CONDUCTOR SIZE	10 AWG
CIRCUIT CONDUCTOR AMPACITY	40A
REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(A&B)	18.75A
1.25 X MAX. DC OUTPUT CURRENT	
DERATED AMPACITY OF CIRCUIT CONDUCTOR PER NEC 310.15(B)(2)(a)	30.72A
TEMP. CORRECTION PER TABLE 310.15(B)(2)(a) X 30.72A CONDUIT FILL CORRECTION PER NEC 310.15(B)(3)(a) X CIRCUIT CONDUCTOR AMPACITY	
RESULT SHOULD BE GREATER THAN (18.75A) OTHERWISE LESS THE ENTRY FOR CIRCUIT CONDUCTOR SIZE AND AMPACITY	

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AC CONDUCTOR AMPACITY CALCULATIONS:

JUNCTION BOX TO COMBINER BOX

AMBIENT TEMPERATURE ADJUSTMENT FOR EXPOSED CONDUIT PER NEC 310.15(B)(3)(c)	33
EXPECTED WIRE TEMP (In Celsius)	34°+33=67°
TEMP. CORRECTION PER TABLE 310.15(B)(2)(a)	0.58
NO. OF CURRENT CARRYING CONDUCTORS	4
CONDUIT FILL CORRECTION PER NEC 310.15(B)(3)(a)	0.80
CIRCUIT CONDUCTOR SIZE	10 AWG
CIRCUIT CONDUCTOR AMPACITY	40A
REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(A&B)	18.75A
1.25 X MAX. DC OUTPUT CURRENT	
DERATED AMPACITY OF CIRCUIT CONDUCTOR PER NEC 310.15(B)(2)(a)	30.72A
TEMP. CORRECTION PER TABLE 310.15(B)(2)(a) X 30.72A CONDUIT FILL CORRECTION PER NEC 310.15(B)(3)(a) X CIRCUIT CONDUCTOR AMPACITY	
RESULT SHOULD BE GREATER THAN (18.75A) OTHERWISE LESS THE ENTRY FOR CIRCUIT CONDUCTOR SIZE AND AMPACITY	

JAVIER A LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

Drawn by: I Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

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dba PRIME Green Solution
www.primegsol.com
532 S. ECON CIR, STE #160
OVIEDO, FL 32765

PRIME GREEN SOLUTIONS

Client : Sailaja Ventrapragada
Project Name : Sailaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Electrical Calculations

PV-8

CONTRACT# ELE/250982

MODULE SPECIFICATIONS		
MODULE MAKE	REC	
MODULE MODEL	REC450AA PURE-RX	
FSEC CERTIFICATION #	UL1703,IEC 61215, IEC 61730 IEC 62804 (PID), IEC 62716	
P MAX. (STC)	450	W
VOC (STC)	48.9	V
VMPP (STC)	42.40	V
ISC (STC)	10.14	A
IMPP (STC)	9.56	A
NOCT	42.0	C
TC ISC	0.03	%/C
TC VOC	-0.2600	%/C
TC PMPP	-0.3400	%/C
OPERATING TEMP.	-40-+85	C

INVERTER SPECIFICATIONS		
INVERTER MAKE	ENPHASE	
INVERTER MODEL	IQ8X-80-M-US	
MAX. AC POWER OUTPUT	380	VA
MAX. INPUT VOLTAGE	30-45	V
NOM. DC VOLTAGE @ 240V	235-440	V
NOM. AC VOLTAGE	16-58	V
MAX. CONTINUOUS OUTPUT CURRENT	15	A
MAX. DC CURRENT	11	A
MAX. DC POWER (STC)	440	W
CEC EFFICIENCY	99.0	%

ADDITIONAL NOTES:

1. ALL WORK TO MEET OR EXCEED NEC 2017/2020 REQUIREMENTS.

2. ALL ASPECTS OF THE ELECTRICAL WORK REQUIRED TO COMPLETE THE PROJECT PRESENTED IN THIS DOCUMENT SHALL COMPLY WITH MANUFACTURERS RECOMMENDATIONS, SPECIFICATIONS AND COMPLY WITH ALL CODES, STATUTES AND STANDARDS ADOPTED BY THE STATE AND THE LOCAL AUTHORITY HAVING JURISDICTION.

3. ROOFTOP JUNCTION BOX (IF REQUIRED) MUST BE MINIMUM NEMA 3R UL LISTED ENCLOSURE. FREE AIR CONDUCTORS MUST BE INSTALLED IN RACEWAY OR GUARDED, IF READILY ACCESSIBLE AS PER NEC 690.31(A).

4. THE FOLLOWING LABEL IS REQUIRED ON METER CAN AND PANEL BOARD: "WARNING: DUAL POWER SUPPLY. SOURCES: UTILITY GRID AND PV POWER SOURCE ELECTRIC SYSTEM"AS PER NEC 705.12(D)(3).

5. THE PV AC DISCONNECTING MEANS SHALL BE MARKED TO IDENTIFY AS THE: "PV SYSTEM DISCONNECT"AS PER NEC 690.13(B)

6. "PHOTOVOLTAIC SYSTEM EQUIPPED WITH RAPID SHUTDOWN"LABEL REQUIRED ON PV SYSTEM DISCONNECT MEANS AS PER NEC 690.12(4) & 690.56(C).

7. "WARNING: ELECTRIC SHOCK HAZARD. DO NOT TOUCH TERMINALS. TERMINALS ON BOTH THE LINE AND LOAD SIDE MAY BE ENERGIZED IN THE OPEN POSITION." REQUIRED ON PV SYSTEM DISCONNECTING MEANS AS PER NEC 690.17(E).

8. ALL WARNING SIGNS OR LABELS SHALL COMPLY WITH NEC 110.21(B).

10. ALL COMPONENTS TO BE GROUNDED AS PER NEC 690.43.

11. EACH MODULE TO BE GROUNDED USING THE SUPPLIED CONNECTION POINT PER MANUFACTURER'S REQUIREMENTS. ALL SOLAR MODULES, EQUIPMENT, AND METALLIC COMPONENTS ARE TO BE BONDED.

12. ALL PLAQUES AND SIGNAGE REQUIRED BY THE LATEST EDITION OF NATIONAL ELECTRICAL CODE. LABEL SHALL BE PLASTIC, ENGRAVED OR MACHINE PRINTED IN A CONTRASTING COLOR TO THE PLAQUE. PLAQUE SHALL BE UV RESISTANT IF EXPOSED TO SUNLIGHT.

13. DC CONDUCTORS SHALL BE RUN IN EMT AND SHALL BE LABELED, "CAUTION DC CIRCUIT" OR EQUIV. EVERY 10 FT.

14. EXPOSED NON-CURRENT CARRYING METAL PARTS OF ELECTRICAL EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH 250.134 OR 250.136(A).

15. CONFIRM LINE SIDE VOLTAGE AT ELECTRIC UTILITY SERVICE PRIOR TO CONNECTING INVERTER. VERIFY SERVICE VOLTAGE IS WITHIN INVERTER VOLTAGE OPERATIONAL RANGE.

16. OUTDOOR EQUIPMENT SHALL BE NEMA-3R RATED OR BETTER.

17. ELECTRICAL CONTRACTOR TO PROVIDE CONDUIT EXPANSION JOINTS AND ANCHOR CONDUIT RUNS AS REQUIRED PER NEC.

18. ALL WIRING MUST BE PROPERLY SUPPORTED BY DEVICES OR MECHANICAL MEANS DESIGNED AND LISTED FOR SUCH USE, AND FOR ROOF-MOUNTED SYSTEMS, WIRING MUST BE PERMANENTLY AND COMPLETELY HELP OFF OF THE ROOF SURFACE. NEC 110.2 - 110.4 / 300.4

19. ALL ROOF PENETRATIONS MUST BE FLASHED. SIMPLY CAULKING DOES NOT SUFFICE.

This item has been digitally signed and sealed by JAVIER A LLAVONA on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

JAVIER A LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

Drawn by: I. Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

PRIME GREEN SOLUTIONS
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www.Primegsol.com

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dba PRIME Green Solution
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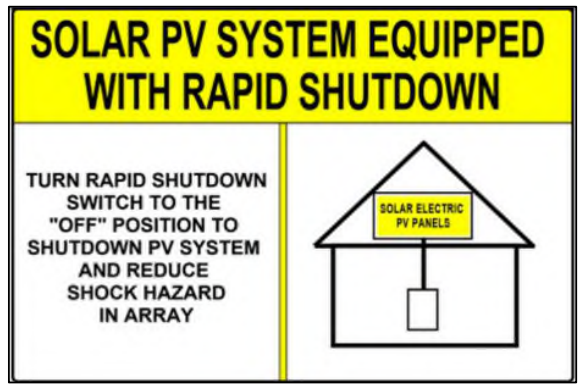
PRIME GREEN SOLUTIONS

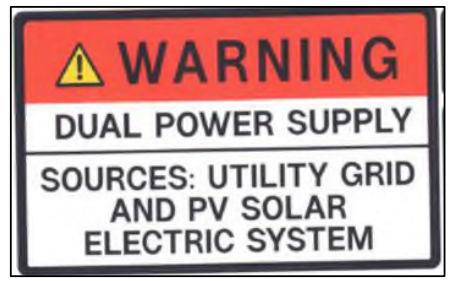
Client : Salaja Ventrapragada
Project Name : Salaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Notes

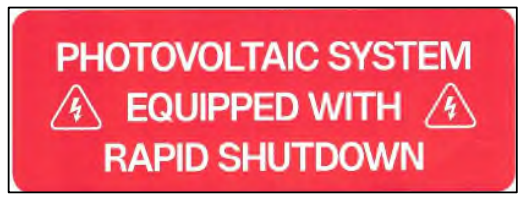
PV-9

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A
1757
CONTRACT# ELE/250682

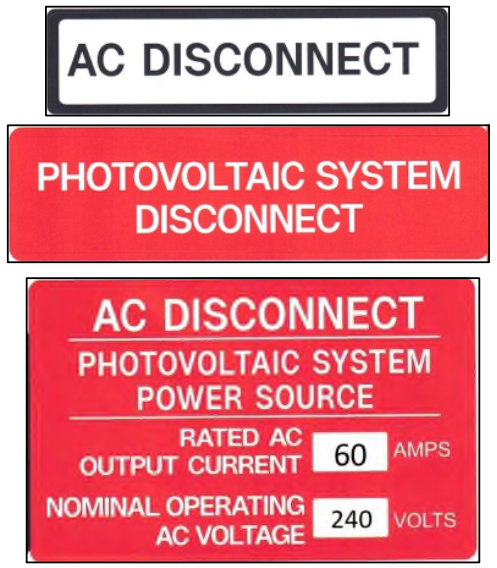
COMBINER BOX



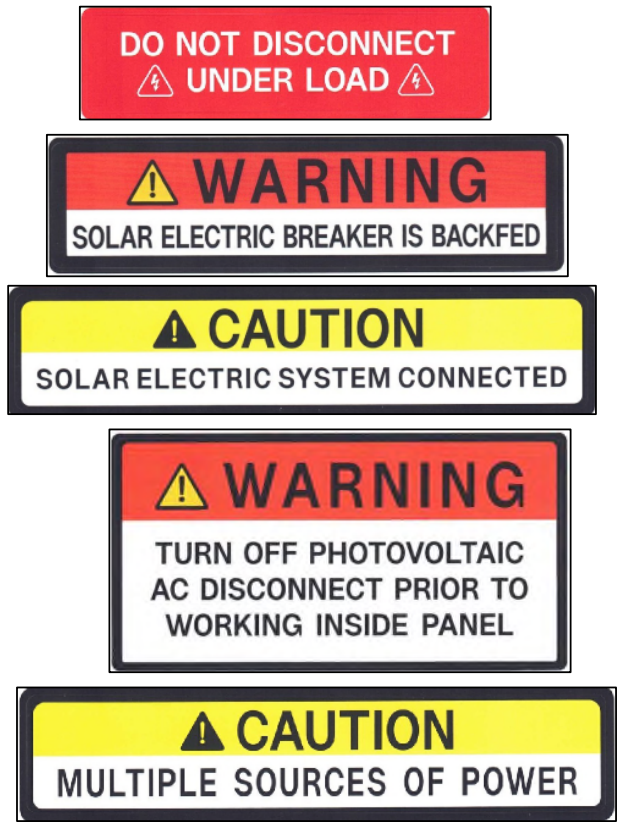




AC DISCONNECT

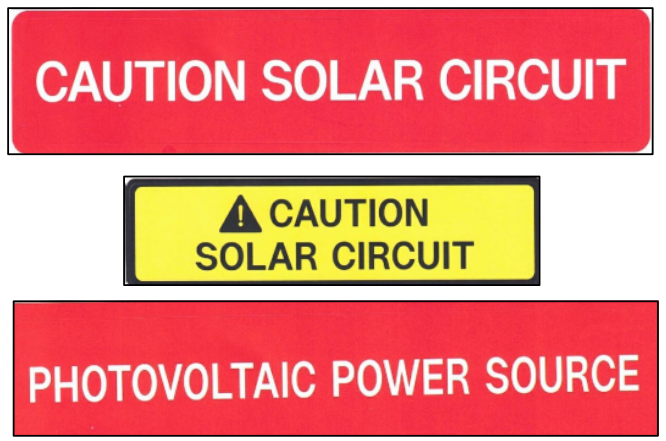


ELECTRICAL PANEL



KWH METER

PIPE & CONDUITS



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Address: 1425 SE 47TH St , Ocala , FL 34480
Warning Labels

PV-10

CONTRACT# ELE/250982

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

1759

SOLAR'S MOST TRUSTED

REC

REC ALPHA® PURE-RX SERIES

DATASHEET

450 - 470W
HETEROJUNCTION TECHNOLOGY

22.6% EFFICIENCY
>92% POWER IN YEAR 25
-0.24%/K TEMPERATURE COEFFICIENT OF P_{MAX}

PRODUCT REC 25 YEAR PRODUCT WARRANTY PERFORMANCE

ELIGIBLE

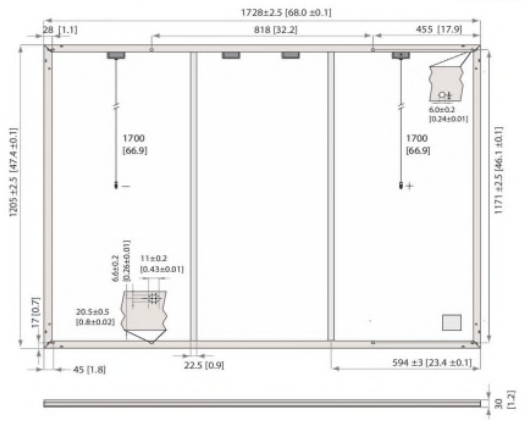
REC ALPHA® PURE-RX SERIES
DATASHEET

SOLAR'S MOST TRUSTED

GENERAL DATA

Cell Type	88 half-cut bifacial REC heterojunction cells, with gapless technology
Glass	0.13 in solar glass with anti-reflective surface treatment in accordance with EN12150
Backsheet	Highly resistant polymer (Black)
Frame	Anodized aluminum (Black)
Junction Box	4-part, 4 bypass diodes, IP68 rated, in accordance with IEC 62790:2020
Connectors	Stäubli MC4 PV-KBT4/KST4 (12 AWG) in accordance with IEC 62852:2014, IP68 only when connected
Cable	12 AWG solar cable, 66.9 in (1.70 m) + 66.9 in (1.70 m) in accordance with EN50618:2014
Dimensions	68.0 x 47.4 x 1.2 in (22.4 ft²) / 1728 x 1205 x 30 mm (2.08 m²)
Weight	50.0 lb / 22.7 kg
Origin	Made in Singapore

Measurements in [inches] and mm



Specifications subject to change without notice.

ELECTRICAL DATA

	PRODUCT CODE*: RECXXXAA PURE-RX		
STC			
Power Output - P_{MAX} (WP)	450	460	470
Watt Class Sorting - (W)	0/+10	0/+10	0/+10
Nominal Power Voltage - V_{MPP} (V)	54.3	54.9	55.4
Nominal Power Current - I_{MPP} (A)	8.29	8.38	8.49
Open Circuit Voltage - V_{OC} (V)	65.6	65.8	65.9
Short Circuit Current - I_{SC} (A)	8.81	8.88	8.95
Power Density (W/ft²)	20.1	20.5	21.0
Panel Efficiency (%)	21.6	22.1	22.6
NMOT			
Power Output - P_{MAX} (W_p)	343	350	358
Nominal Power Voltage - V_{MPP} (V)	51.2	51.7	52.2
Nominal Power Current - I_{MPP} (A)	6.70	6.77	6.86
Open Circuit Voltage - V_{OC} (V)	61.8	62.0	62.1

Values at standard test conditions (STC: air mass AM 1.5, irradiance 1000 W/m², temperature 25°C), based on a production spread with a tolerance of P_{MAX}, V_{OC} & I_{SC} ±3% within one watt class. Nominal module operating temperature (NMOT: air mass AM 1.5, irradiance 800 W/m², temperature 20°C, windspeed 1 m/s). *Where xxx indicates the nominal power class (P_{MAX}) at STC above.

MODULE RATINGS

Module Operating Temperature [T98]§	158°F (70°C)
Min. Environmental Temperature	-40°F (-40°C)
System Voltage	1000 V
Maximum Test Load (4 Point Mounting, Front)*	+7000 Pa (1.02 lbs/in²)
Maximum Test Load (4 Point Mounting, Rear)*	-4000 Pa (0.58 lbs/in²)
Maximum Test Load (6 Point Mounting, Front)**	+8000 Pa (1.16 lbs/in²)
Maximum Test Load (6 Point Mounting, Rear)**	-6000 Pa (0.87 lbs/in²)
Max Series Fuse Rating	25 A
Max Reverse Current	25 A

Design load = Test load / 1.5 (safety factor)
§ 98th percentile operating temperature
* IEC61730/UL61730 certified. Refer to installation manual.
** Internal testing. Refer to installation manual.

TEMPERATURE RATINGS*

Nominal Module Operating Temperature	44 ± 2°C
Temperature coefficient of P_{MAX}	-0.24%/K
Temperature coefficient of V_{OC}	-0.24%/K
Temperature coefficient of I_{SC}	0.04%/K

*The temperature coefficients stated are linear values

DELIVERY INFORMATION

Panels per Pallet	33
Panels per 40 ft GP/high cube container	594 (18 Pallets)
Panels per 53 ft truck	792 (24 Pallets)

Available from:

Founded in 1996, REC Group is an international pioneering solar energy company dedicated to empowering consumers with clean, affordable solar power. As Solar's Most Trusted, REC is committed to high quality, innovation, and a low carbon footprint in the solar materials and solar panels it manufactures. Headquartered in Norway with operational headquarters in Singapore, REC also has regional hubs in North America, Europe, and Asia-Pacific.

CERTIFICATIONS

ISO 14001; ISO9001; IEC45001; IEC62941	
IEC 61215-2021;IEC 61730:2023;UL 61730	
ISO 11925-2	Ignitability (EN 13501-1 Class E)
IEC 62716	Ammonia Resistance
IEC 61701	Salt Mist (SM6)
IEC 61215:2016	Hailstone (35mm)
UL 61730	Fire Type 2

Intertek

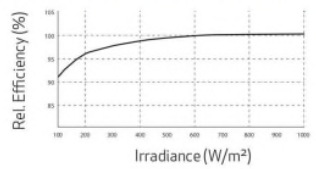
WARRANTY

	Standard	REC ProTrust	
Installed by an REC Certified Professional	No	Yes	Yes
System Size	All	<25 kW	25-500 kW
Product Warranty (yrs)	20	25	25
Power Warranty (yrs)	25	25	25
Labor Warranty (yrs)	0	25	10
Power in Year 1	98%	98%	98%
Annual Degradation	0.25%	0.25%	0.25%
Power in Year 25	92%	92%	92%

REC ProTrust Warranty applies only for i) REC panels installed by an REC Certified Solar Professional, and ii) panels have been registered by the installer with REC. Subject to System Size and further conditions. See www.recgroup.com for details.

LOW LIGHT BEHAVIOR

Typical low irradiance performance of module at STC:



REC Solar PTE. LTD.
20 Tuas South Ave. 14
Singapore 637312
post@recgroup.com
www.recgroup.com

REC

REF: PM-05-12-06-REV-4.3/BUL.EN12.2024

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PRIME GREEN SOLUTIONS

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Project Name : Sallaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Module Data Sheet

PV-13

CONTRACT# ELE/250982

ENPHASE

NORTH AMERICA | DATA SHEET

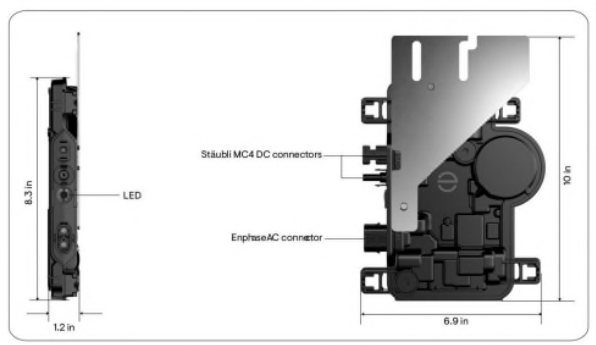
IQ8X Microinverter

Our newest IQ8 Series Microinverters[1, 2, 3] are the industry's first microgrid-forming[4], software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. IQ8X Microinverter is the latest addition to this family, designed to support PV modules with high output DC voltage and cell counts, such as 80-half-cut cells, 88-half-cut cells, and 96-cells.

Enphase 25 year limited warranty

UL CERTIFIED

Key specifications	IQ8X-80-M-US/ IQ8X-80-M-DOM-US @ 240 V	IQ8X-80-M-US/ IQ8X-80-M-DOM-US @ 208 V
Peak output power	384 VA	366 VA
Nominal grid voltage (L-L)	240 V, split-phase (L-L), 180°	208 V, single-phase (L-L), 120°
Nominal frequency	60 Hz	60 Hz
CEC weighted efficiency	96.5%	96.5%
Maximum input DC voltage	79.5 V	79.5 V
MPPT voltage range	43–60 V	43–60 V
Maximum module I_{sc}	13 A	13 A
Ambient temperature range	–40°C to 65°C (–40°F to 149°F)	



[1] IQ8 Series Microinverters can be added to existing IQ7 systems on the same IQ Gateway only in the following grid-tied configurations: Solar Only or Solar + Battery (IQ Battery 3T/10T and IQ Battery 5P) without backup.
[2] IQ7 Series Microinverters cannot be added to a site with existing IQ8 Series Microinverters on the same gateway. Mixed system of IQ7 and IQ8 will not support IQ8-specific PCS features and grid-forming capabilities.
[3] IQ Microinverters ship with default settings that meet North America's IEEE 1547 interconnection standard requirements. Region-specific adjustments may be requested by an Authority Having Jurisdiction (AHJ) or utility representative, according to the IEEE 1547 interconnection standard. An IQ Gateway is required to make these changes during installation.
[4] Meets UL 1741 only when installed with IQ System Controller 2 or 3.

Simple

- Lightweight and compact with plug-and-play connectors
- Power line communication (PLC) between components
- Faster installation with simple two-wire cabling

Reliable

- Produces power even when the grid is down[4]
- More than one million cumulative hours of testing
- Industry-leading limited warranty of up to 25 years
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Complies with the latest advanced grid support
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB 3rd Ed.)

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Input data (DC)	Units	IQ8X-80-M-US/IQ8X-80-M-DOM-US @ 240 V	IQ8X-80-M-US/IQ8X-80-M-DOM-US[5] @ 208 V
Commonly used module pairings[6]	W	320–540	
Module compatibility	–	To meet compatibility, PV modules must be within the following maximum input DC voltage and maximum module I_{sc}. Module compatibility can be checked at https://enphase.com/installers/microinverters/calculator.	
MPPT voltage range	V	43–60	
Operating range	V	25–79.5	
Minimum/Maximum start voltage	V	30–79.5	
Maximum input DC voltage	V	79.5	
Maximum continuous input DC current	A	10	
Maximum input DC short-circuit current	A	16	
Maximum module I_{sc}	A	13	
Overvoltage class DC port	–	II	
DC port backfeed current	mA	0	
PV array configuration	–	Ungrounded array; no additional DC side protection required; AC side protection requires a maximum of 20 A per branch circuit	

Output data (AC)	Units	IQ8X-80-M-US/IQ8X-80-M-DOM-US @ 240 V	IQ8X-80-M-US/IQ8X-80-M-DOM-US[5] @ 208 V
Peak output power	VA	384	366
Maximum continuous output power	VA	380	360
Nominal voltage (L-L)	V	240, split-phase (L-L), 180°	208, single-phase (L-L), 120°[7]
Minimum and maximum grid voltage[8]	V	211–264	183–229
Maximum continuous output current	A	1.58	1.73
Nominal frequency	Hz	60	
Extended frequency range	Hz	47–68	
AC short-circuit fault current over three cycles	A_{rms}	2.70	
Maximum units per 20 A (L-L) branch circuit[9]	–	10	9
Total harmonic distortion	%	<5	
Overvoltage class AC port	–	III	
AC port backfeed current	mA	18	
Power factor setting	–	1.0	
Grid-tied power factor (adjustable)	–	0.85 leading ... 0.85 lagging	
Peak efficiency	%	97.3	97.0
CEC weighted efficiency	%	96.5	96.5
Nighttime power consumption	mW	26	12

[5] IQ8X-80-M-DOM-US is made in the U.S., and the PCBA, electrical parts, and enclosure are domestically manufactured to meet the eligibility requirements to be considered for the ITC domestic content bonus adder.
[6] No enforced DC/AC ratio.
[7] IQ8X is not certified for use with Enphase Three Phase Network Protection Relay (NPR-3P-208-NA) and is, therefore, designed for single-phase operation only. Check with the local utility requirements if you wish to install single-phase inverters across three phases.
[8] Nominal voltage range can be extended beyond nominal if required by the utility.
[9] Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

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Inverters Data Sheet

PV–14

CONTRACT# ELE/250982

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

1760

Certificate Of Completion

Envelope Id: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A
Status: Completed
Subject: SIGNATURE: Net-Metering Agreement - Rajasekhar Ventrapragada (ELE/250982)
Source Envelope:
Document Pages: 31
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

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10/7/2025 11:27:14 AM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/7/2025 11:39:32 AM Resent: 10/20/2025 11:39:13 AM Viewed: 10/20/2025 3:08:42 PM Signed: 10/20/2025 3:15:15 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 3:15:17 PM Viewed: 10/21/2025 7:26:47 AM Signed: 10/21/2025 7:27:53 AM
Electronic Record and Signature Disclosure: Accepted: 10/21/2025 7:26:47 AM ID: 24008219-08f7-4909-a2bc-f91920907c97		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2601:880:81:35e0:c6e:a084:3653:ae97	Sent: 10/21/2025 7:27:54 AM Viewed: 10/21/2025 8:45:50 AM Signed: 10/21/2025 8:45:57 AM
Electronic Record and Signature Disclosure: Accepted: 10/21/2025 8:45:50 AM ID: 89f653f1-5447-4703-a140-3f4c7af309a5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2025 11:39:32 AM
Certified Delivered	Security Checked	10/21/2025 8:45:50 AM
Signing Complete	Security Checked	10/21/2025 8:45:57 AM
Completed	Security Checked	10/21/2025 8:45:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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CONTRACT#: AIR/260063

T-HANGAR LEASE AGREEMENT

THIS T-HANGAR LEASE AGREEMENT ("Agreement" or "Lease") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **James Neville & Company Inc.**

WHEREAS, the City of Ocala is the owner and operator of the Ocala International Airport (the "Airport") located in Ocala, Marion County, Florida;

WHEREAS, City has T-Hangar units available for lease at the Airport;

WHEREAS, Lessee desires to lease a T-Hangar unit at Airport from City; and

WHEREAS, City is willing to lease to Lessee the T-Hangar unit identified in Section 1 below at the Airport subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Lessee agree as follows:

TERMS AND CONDITIONS:

1. **LEASED PREMISES**. City hereby leases to Lessee, and Lessee leases from City, T-Hangar Unit Number: **T-18** located at the Ocala International Airport and more particularly shown in **Exhibit A** attached hereto (the "Hangar" or "Leased Premises").

   A. City reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with the rules and regulations contained herein.

   B. City shall purchase a Hangar lock for use on Hangar doors. One key will be provided to and maintained by Lessee. The master key will be maintained by the Airport Director or authorized representative. Under no circumstances shall Lessee be permitted to replace the Hangar lock provided by City. Use of any other lock on Hangar doors shall constitute a breach of this Lease. Loss of the Hangar lock or Lessee's Hangar lock key shall result in the City's assessment of either a re-key and/or lock replacement charge in accordance with the current Airport Fee Schedule which shall become due and payable as part of Lessee's monthly rent on the next monthly rental cycle.

   C. City, through its officers, agents, servants or employees, reserves the right to enter the Leased Premises at any time to perform any and all duties or obligations which City is authorized or required to do under the terms of this Lease or to perform its governmental duties under federal, state, or local rules, regulations, and laws (including, but not limited to, inspections under applicable health, mechanical, building, electrical, plumbing, and Fire Codes) or other health, safety, and general welfare regulations. All routine inspections shall be done during normal business hours and in conformity with City's Airport policies (including those requiring two employees to be present during inspections). City shall leave a notice on the premises following inspections indicating the time and date of the inspection, who was present, and the purpose of the inspection; provided, however, no notice shall be required if: (a) the inspection was a law enforcement purpose; or (b) the City had previously mailed a notice to Lessee, at least a week prior to the inspection, advising Lessee of the week in which the inspection would occur and the purpose of the inspection.

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2. **EFFECTIVE DATE, TERM, AND TERMINATION.**

A. **Effective Date and Lease Term**. This Lease shall commence on **November 1st, 2025** shall become effective on the date fully executed by both Parties (the "Effective Date"), and shall continue in effect from month-to-month thereafter (the "Lease Term") unless and until terminated by either party as provided herein.

B. **Termination.** This Lease shall be terminable at will by either party, without cause, upon providing advance written notice to the other party no less than **THIRTY (30) DAYS'** prior to termination. Termination of this Lease shall have no effect upon the rights or responsibilities of the parties accruing prior to termination.

(1) Should Lessee be declared bankrupt, incompetent, or become deceased, this Lease shall immediately terminate and shall not be considered to be part of Lessee's estate nor shall it become an asset of any appointed or assigned guardian, trustee, or receiver.

(2) City shall have the right to terminate this Lease and retake possession of the Leased Premises should Lessee fail to make timely payment of rent, fail to provide proof of required insurance, use the Leased Premises for any illegal or unauthorized purpose, file bankruptcy, abandon or leave the Leased Premises vacant or unoccupied for **ONE HUNDRED TWENTY (120) DAYS**, or violates any of the terms and conditions of this Lease.

(3) Upon termination or expiration of this Lease, Lessee shall peaceably vacate the Leased Premises.

C. **Remedies**. If any default occurs under this Lease, City shall have the right to pursue all remedies available at law or equity, including the termination of this Lease and all rights of Lessee hereunder. Notwithstanding City's termination of the Lease, Lessee shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.

3. **CONSIDERATION.**

A. **Rent.** As rent for the use of the Leased Premises, Lessee shall pay to City monthly, in advance, the amount of **$ 340.48/Month**. Any other payments made by Lessee under this Lease shall be considered additional rent, regardless of whether the payments are so designated. The term "Rent," as referenced herein, shall include monthly rent and additional rent. City shall have the same remedies for Lessee's failure to pay additional rent as it does for Lessee's failure to pay monthly rent.

B. **Payment of Rent**. Monthly rental payments are due on or before the first (1st) day of each month without billing of Lessee by City. Unless expressly authorized by the City, rent shall be made payable to the "City of Ocala" and shall be delivered or paid in person to: **City of Ocala, c/o Ocala International Airport, 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474**. Payments made by credit card may be subject to a credit card processing fee.

C. **Late Charge**. Rent shall be considered past due if City has not received full payment by the fifteenth (15th) day of the month for which payment is due. Without limiting City's termination rights as provided by this Lease, City shall assess a late penalty charge in the amount of **TWENTY-FIVE AND NO/100 DOLLARS ($25.00)**.

D. **Adjustments to Rent**. City reserve the right to increase the amount of rent from time to time, in its sole discretion, and shall provide written notice of said increase to Lessee no less than **THIRTY (30) DAYS** prior to the effective date of the rental increase.

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4. **USE OF LEASED PREMISES.** Unless otherwise authorized by City in writing, Lessee shall use the Leased Premises and associated utilities on a non-commercial basis only for the storage, operation, and maintenance of the following Federal Aviation Administration ("FAA")-registered aircraft:

   Year, Make and Model of Aircraft:

   N#:

   A. Any change to the aircraft expressly identified in this Section shall be reported in writing to the Airport Director within **TEN (10) DAYS** thereof.

   B. The Leased Premises are to be used only for the storage of aircraft and other aviation-related items owned or leased by Lessee. Lessee's use of the Leased premises for any other purpose shall constitute a material breach of this Lease.

   C. Lessee shall not use the Leased Premises for any commercial purposes. The storage of aircraft used by Lessee in connection with its customary non-aviation related business shall not be considered to be a commercial purpose. Under no circumstances will the sale of goods or services by Lessee from the Leased Premises be authorized.

   D. Lessee may maintain a small refrigerator in the Leased Premises, but only if the wiring capacity of the Leased Premises can support such usage.

   E. City reserves the right to assess, as additional rent, charges for extraordinary consumption of utilities by Lessee, as reasonably determined by City in its sole discretion.

   F. All aircraft stored in the Leased Premises must be airworthy. Short-term storage of non-operational aircraft for the purposes of maintenance, repair or refurbishment shall be allowed. However, aircraft may not be inoperable or under repair for a period greater than **ONE HUNDRED TWENTY (120) DAYS**, consecutively without City approval, unless such condition is caused by circumstances beyond Lessee's control (e.g., inability to obtain parts).

   G. Lessee shall abide by all Airport rules and regulations, minimum standards, City ordinances, applicable federal and state statutes, and regulations of the FAA, as they may from time to time be amended, including environmental laws regarding the handling, discharge, release and dumping of any hazardous substance, and such rules, regulations, and ordinances are incorporated by reference herein and made a part hereof.

   H. No explosives or combustible materials shall be permitted within or about the Hangar except for fuel in aircraft tanks or small containers of lubricants, cleaning materials, and other aviation-related materials stored in EPA or local Fire Marshall approved containers or cabinets.

   I. No refueling of the aircraft is allowed while any part of the aircraft remains inside the Hangar.

   J. The exclusive means of access to the Leased Premises shall be through the T-Hangar access gate via the T-Hangar access road.

   K. With the exception of loading or unloading of aircraft on the FBO apron, Lessee shall not operate any motor vehicle on the Airport apron, runway system, or Taxiway A system at any time.

   L. Lessee shall be allowed to park its motor vehicle in the Hangar while Lessee is in the Hangar or when the aircraft is out and in use. Otherwise, all motor vehicles belonging to Lessee or its guests or licensees shall be parked only in the public parking area outside of the fence.

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M. Lessee shall not allow its aircraft engine to be run inside a Hangar.

5. **MAINTENANCE OF THE LEASED PREMISES.** Lessee shall maintain the Leased Premises and all improvements in a condition that is clean, free of debris, safe, sanitary, and in good repair and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly or which creases a fire hazard or nuisance or causes an inconvenience to adjoining properties.
   A. City shall maintain the structural integrity of the Hangar, including doors, and shall provide Lessee with access to water, electricity and normal building maintenance.
   B. City shall provide and maintain one (1) fire extinguisher in the Hangar. Should the City's inspection of the premises reveal that the City-owned fire extinguisher is missing, Lessee shall be responsible for replacement of the fire extinguisher with a model of comparable size and quality, at its sole expense.
   C. Lessee shall maintain the interior of the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean and clear of excess oil grease, or toxic chemicals.
   D. Lessee shall make no structural, electrical, or any other modifications or alterations to the Leased Premises, or remove any structures, wiring, plumbing or other facilities, without first submitting to City the plans and specifications for the proposed modifications and obtaining a written approval from City (which approval may be subject to reasonable conditions imposed by City) and without first obtaining all applicable permits from governments with jurisdiction over the activities.
   E. All fixtures, alterations, changes and improvements built, constructed or placed on the Leased Premises by Lessee shall, at City's option, become the property of City and remain on the Leased Premises at the expiration or earlier termination of this Lease, or City may require Lessee to restore the Leased Premises, in whole or in part, to its condition prior to such fixtures, alterations, changes or improvements.
   F. Lessee shall be responsible for all damages to the premises caused by Lessee or arising from Lessee's use of the premises, except those caused by "acts of God," or those arising from normal wear and tear or from deliberate or negligent acts of City or its employees. If Lessee fails to promptly repair any damages for which it is responsible hereunder after notification by City, City may, but shall not be obligated to, make repairs at Lessee's expense which shall become due and payable as part of Lessee's rent on the next monthly billing cycle.
   G. Upon termination of this Lease by either party, a joint inspection of the Leased Premises shall be conducted and any unsatisfactory conditions shall be documented on the T-Hangar Check-Out Form attached hereto as **Exhibit B**. Should Lessee fail to promptly repair any damages or replace any items for which it is responsible hereunder after City provides notice and demand for same, City may, but shall not be obligated to, make repairs at Lessee's expense. City reserves the right to deduct the cost of any such repairs from Lessee's refundable hangar deposit.

6. **AIRCRAFT MAINTENANCE AND REPAIRS.** The following provisions shall govern the short-term maintenance, repair or refurbishment of aircraft stored in the Leased Premises.
   A. All repair of aircraft shall be governed by and performed in compliance with Part 43 of the Federal Aviation Administration Regulations (14 C.F.R. Part 43). Those terms defined in Part 43 shall have the same meaning in this paragraph.

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B. Hazardous activities, including, but not limited to, smoking, welding, painting, doping, open fuel lines, open flames, or the application of hazardous substances are expressly prohibited in the Hangar.

C. Minor aircraft self-maintenance such as would normally be performed by an aircraft owner by himself or with his own employees without the benefit of an aircraft mechanic shall be allowed to be performed in the Hangar.

D. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform any maintenance and repairs on its own aircraft unless: (1) the work constitutes powerplant major repairs; or (2) the work being performed in the Hangar will require the installation of a fire-suppression system in the Hangar.

E. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform maintenance and repairs on aircraft belonging to others only pursuant to the City's Airport Minimum Standards including applicable liability insurance requirements.

F. The provisions of this Section shall not apply to experimental aircraft construction and maintenance to the extent they are exempt from the provisions of Part 43 of the Federal Aviation Administration Regulations, but such activities shall be subject to other applicable Federal Aviation Administration Regulations (e.g., 14 C.F.R. §65.104).

7. **INDEMNIFICATION AND INSURANCE.**

A. **Indemnity**. Lessee agrees to indemnify and hold City and its elected officials, employees, agents, and volunteers harmless from and against any and all liabilities, judgments, costs, damages, expenses, claims, actions or demands of any kind and nature, by any person whatsoever, including, without limitation, personal property damage, injury or death to a person arising out of the activities of Lessee, its agents, employees, contractors or invitees on the Leased Premises, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

B. **Insurance.** The City may maintain fire and casualty insurance on the premises for its benefit but such insurance shall not cover any property of Lessee and all proceeds payable thereunder shall be the sole property of City. If the Leased Premises are damaged by any casualty not the result of the negligent or deliberate acts of Lessee, its licensees, invitees, and guests, City may terminate this Lease or may, at its option, repair the damage. If City elects to repair, rent shall be abated until repairs are completed.

C. Lessee shall at its sole cost repair any damage to the premises resulting from negligent or deliberate acts of Lessee, its agents, employees, contractors, invitees and guests.

D. City shall not be responsible for any damage to any property of Lessee (including, without limitation, aircraft) or of others located on the Leased Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, smoke, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place of by dampness or by any other cause of whatsoever nature. City shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold City harmless from any and all claims arising out of damage to

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same, including subrogation claims by Lessee's insurance carriers, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

8. **CONDITION OF PREMISES; NO WARRANTIES.**
   A. City represents and warrants that the Leased Premises comply with applicable building and fire codes in effect at the time of its construction, and that any changes in such codes since such time do not require additional improvements (except upon a rebuilding or renovation thereof).
   B. EXCEPT AS SET FORTH IN THE PRECEDING SUBPARAGRAPH,
      (1) LESSEE ACKNOWLEDGES THAT BY ENTERING INTO POSSESSION OF THE PREMISES, IT SHALL BE DEEMED: TO HAVE INSPECTED THE PREMISES; AND TO HAVE ACCEPTED THE PREMISES "AS IS," "WITH ALL FAULTS" OF ANY NATURE WHATSOEVER; AND
      (2) LESSEE ACKNOWLEDGES THAT NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY WARRANTY OR REPRESENTATION, OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING, WITHOUT LIMITATION, SOIL CONDITIONS, ENVIRONMENTAL CONDITIONS, BUILDING CONSTRUCTION OR SUITABILITY OF THE PREMISES FOR LESSEE'S PURPOSES.

9. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Lessee:	At the address, fax number, or e-mail address Identified underneath Lessee's signature line.
If to City of Ocala:	City of Ocala – Ocala International Airport 1770 SW 60th Avenue, Suite 600 Ocala, Florida 34474 Fax: 352-861-2227
Copy to:	Daphne M. Robinson, Esq. – Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov

10. **MISCELLANEOUS PROVISIONS.**
   A. **Governing Law.** This Lease is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
   B. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Lease occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Lease shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives

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any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Lease, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

C. **Jury Waiver**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

D. **Attorney's Fees**. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

E. **Amendment**. No amendment to this Lease shall be effective except those agreed to in writing and signed by both parties to this Lease.

F. **Severability of Illegal Provisions**. Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Lease be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Lease.

G. **Rights of Third Parties**. Nothing in this Lease, whether express or implied, is intended to confer any rights or remedies under or because of this Lease on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Lease is intended to relieve or discharge the obligation or liability of any third persons to any party to this Lease, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Lease.

H. **Assignment**. Neither party may assign this Lease or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

I. **No Waiver of Sovereign Immunity**. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or

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limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Lease and shall be fully binding until any proceeding brought under this Lease is barred by any applicable statute of limitations.

J. **Public Records**. **IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of Ocala, Office of The City Clerk; City Hall, 110 SE Watula Avenue, Ocala, FL 34471; Phone: 352-629-8266; Email: clerk@ocalafl.gov.**

K. **Electronic Signatures**. City, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Lease. Further, a duplicate or copy of the Lease that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Lease for all purpose.

L. **Entire Lease**. This Lease, including exhibits, (if any) constitutes the entire Lease between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, Leases or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Lease. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or Leases have been made or relied upon in the making of this Lease other than those specifically set forth herein.

M. **Legal Authority**. Each person signing this Lease on behalf of either party individually warrants that he or she has full legal power to execute this Lease on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Lease.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Matthew Grow, Airport Director
(Pursuant to City Council Resolution:
2003-57, adopted April 8, 2003)

10/13/2025
Date Signed

Approved as to form and legality

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton
City Attorney

LESSEE

Lessee Signature

James Neville
Printed Name of Lessee

10/13/2025
Date Signed

5100 W Anthony Rd
Street Address of Lessee

Ocala, FL 34475
City, State, and Zip Code of Lessee

352-438-8138
Phone Number of Lessee

352-484-0922
Alternate Phone Number of Lessee

jneville@james-neville.com
E-Mail Address of Lessee

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EXHIBIT A

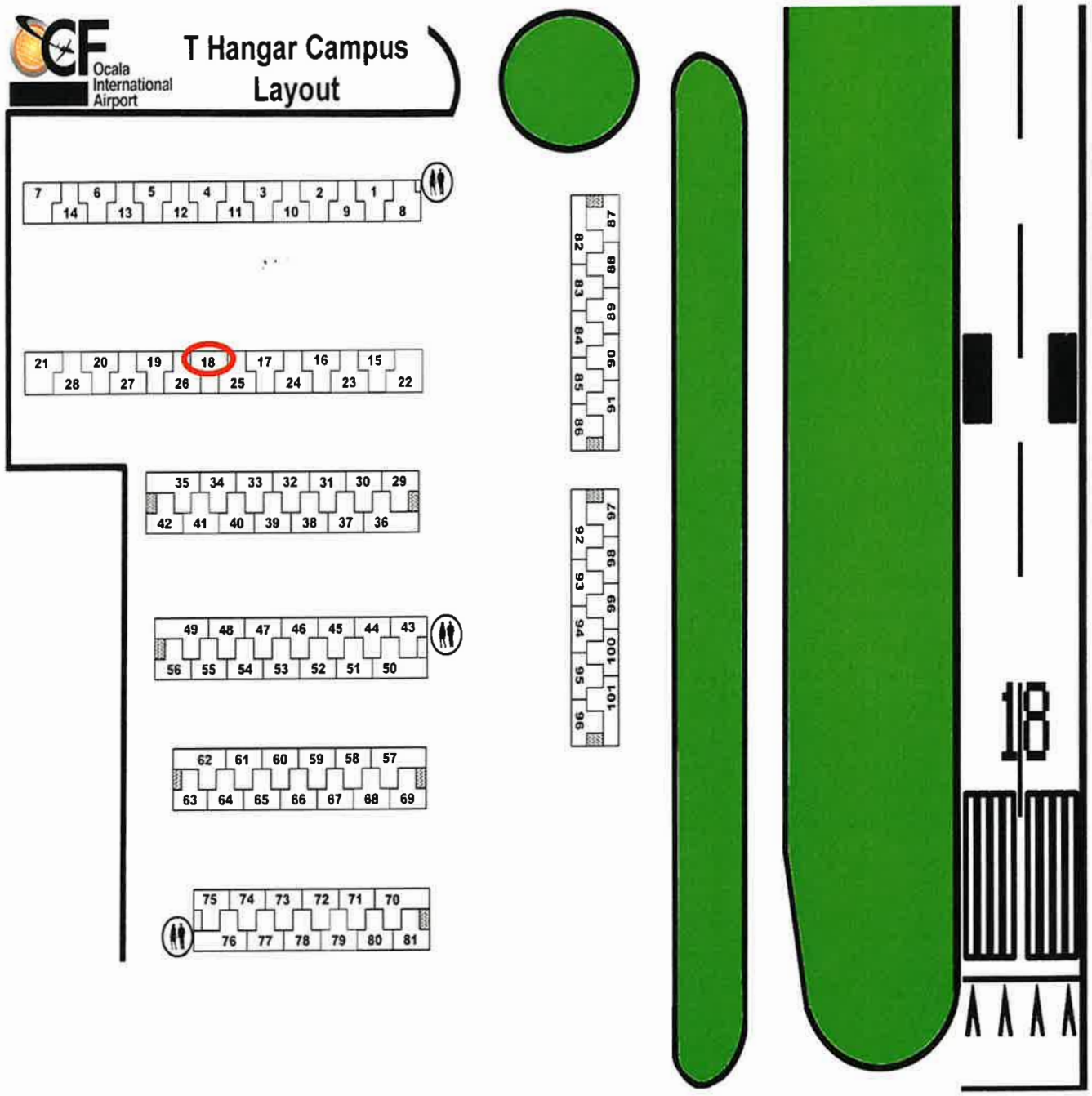

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EXHIBIT B

T-HANGAR CHECK OUT FORM

Lessee Name:_____

T-Hangar No.:____T-18_____

Move Out Date:_____

Inspection Date:_____

Time Of Inspection:_____

Inspected By:_____

Unless otherwise noted, the premises is in clean, good working order and undamaged.

Keys/Lock/Fire Extinguisher	☐
Cleanliness of Hangar	☐
Damage to space	☐
Grease/Oil/Chemicals	☐
Furniture/equipment Left in Hangar	☐

REMARKS:_____

_____

_____

Signatures:

Airport:_____

Lessee:_____

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EXHIBIT C

Docusign Envelope ID: 08870E3A-56EE-4D3D-9C4D-3D4567E54CD7

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
JAMES NEVILLE & COMPANY, INC.

Filing Information

Document Number	P18000062428
FEI/EIN Number	36-4904960
Date Filed	07/18/2018
State	FL
Status	ACTIVE

Principal Address

5100 W ANTHONY RD
OCALA, FL 34475

Changed: 04/07/2021

Mailing Address

5100 W ANTHONY RD
OCALA, FL 34475

Changed: 04/07/2021

Registered Agent Name & Address

REGISTERED AGENTS, INC.
7901 4TH STREET NORTH
SUITE 300
ST.PETERSBURG, FL 33702

Address Changed: 03/25/2019

Officer/Director Detail

Detail by Entity Name

Name & Address

Title P

NEVILLE, JAMES
5100 W ANTHONY RD
OCALA, FL 34475

Title TREA

NEVILLE, JAMES
5100 W ANTHONY RD
OCALA, FL 34475

Title SEC

NEVILLE, JAMES
5100 W ANTHONY RD
OCALA, FL 34475

Annual Reports

Report Year	Filed Date
2023	02/22/2023
2024	03/12/2024
2025	04/08/2025

Document Images

04/08/2025 -- ANNUAL REPORT	View image in PDF format
03/12/2024 -- ANNUAL REPORT	View image in PDF format
02/22/2023 -- ANNUAL REPORT	View image in PDF format
02/14/2022 -- ANNUAL REPORT	View image in PDF format
04/07/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
03/11/2019 -- ANNUAL REPORT	View image in PDF format
07/18/2018 -- Domestic Profit	View image in PDF format

Previous On List Next On List Return to List

james Neville & Company Inc

Search

No Events **No Name History**

Certificate Of Completion

Envelope Id: 08870E3A-56EE-4D3D-9C4D-3D4567E54CD7
Status: Completed
Subject: SIGNATURE: T-Hangar Lease Agreement - James Neville & Company Inc. (AIR/260063)
Source Envelope:
Document Pages: 14
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/27/2025 1:50:48 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/27/2025 2:11:08 PM Viewed: 10/28/2025 3:01:17 PM Signed: 10/28/2025 3:13:31 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/28/2025 3:13:32 PM Viewed: 10/28/2025 3:52:23 PM Signed: 10/28/2025 3:52:44 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2025 3:52:23 PM ID: 36a79afd-0fad-4569-9183-9d124fb7fc16		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2025 2:11:08 PM
Certified Delivered	Security Checked	10/28/2025 3:52:23 PM
Signing Complete	Security Checked	10/28/2025 3:52:44 PM
Completed	Security Checked	10/28/2025 3:52:44 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: D2FC4908-7CD7-4655-8C4A-3126D576CC72

T-HANGAR LEASE AGREEMENT

THIS T-HANGAR LEASE AGREEMENT ("Agreement" or "Lease") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **John A Schaefer.**

WHEREAS, the City of Ocala is the owner and operator of the Ocala International Airport (the "Airport") located in Ocala, Marion County, Florida;

WHEREAS, City has T-Hangar units available for lease at the Airport;

WHEREAS, Lessee desires to lease a T-Hangar unit at Airport from City; and

WHEREAS, City is willing to lease to Lessee the T-Hangar unit identified in Section 1 below at the Airport subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Lessee agree as follows:

TERMS AND CONDITIONS:

1. **LEASED PREMISES**. City hereby leases to Lessee, and Lessee leases from City, T-Hangar Unit Number: **T-93** located at the Ocala International Airport and more particularly shown in **Exhibit A** attached hereto (the "Hangar" or "Leased Premises").

   A. City reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with the rules and regulations contained herein.

   B. City shall purchase a Hangar lock for use on Hangar doors. One key will be provided to and maintained by Lessee. The master key will be maintained by the Airport Director or authorized representative. Under no circumstances shall Lessee be permitted to replace the Hangar lock provided by City. Use of any other lock on Hangar doors shall constitute a breach of this Lease. Loss of the Hangar lock or Lessee's Hangar lock key shall result in the City's assessment of either a re-key and/or lock replacement charge in accordance with the current Airport Fee Schedule which shall become due and payable as part of Lessee's monthly rent on the next monthly rental cycle.

   C. City, through its officers, agents, servants or employees, reserves the right to enter the Leased Premises at any time to perform any and all duties or obligations which City is authorized or required to do under the terms of this Lease or to perform its governmental duties under federal, state, or local rules, regulations, and laws (including, but not limited to, inspections under applicable health, mechanical, building, electrical, plumbing, and Fire Codes) or other health, safety, and general welfare regulations. All routine inspections shall be done during normal business hours and in conformity with City's Airport policies (including those requiring two employees to be present during inspections). City shall leave a notice on the premises following inspections indicating the time and date of the inspection, who was present, and the purpose of the inspection; provided, however, no notice shall be required if: (a) the inspection was a law enforcement purpose; or (b) the City had previously mailed a notice to Lessee, at least a week prior to the inspection, advising Lessee of the week in which the inspection would occur and the purpose of the inspection.

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2. **EFFECTIVE DATE, TERM, AND TERMINATION.**

A. **Effective Date and Lease Term**. This Lease shall commence on **October 28th, 2025** shall become effective on the date fully executed by both Parties (the "Effective Date"), and shall continue in effect from month-to-month thereafter (the "Lease Term") unless and until terminated by either party as provided herein.

B. **Termination.** This Lease shall be terminable at will by either party, without cause, upon providing advance written notice to the other party no less than **THIRTY (30) DAYS'** prior to termination. Termination of this Lease shall have no effect upon the rights or responsibilities of the parties accruing prior to termination.

(1) Should Lessee be declared bankrupt, incompetent, or become deceased, this Lease shall immediately terminate and shall not be considered to be part of Lessee's estate nor shall it become an asset of any appointed or assigned guardian, trustee, or receiver.

(2) City shall have the right to terminate this Lease and retake possession of the Leased Premises should Lessee fail to make timely payment of rent, fail to provide proof of required insurance, use the Leased Premises for any illegal or unauthorized purpose, file bankruptcy, abandon or leave the Leased Premises vacant or unoccupied for **ONE HUNDRED TWENTY (120) DAYS**, or violates any of the terms and conditions of this Lease.

(3) Upon termination or expiration of this Lease, Lessee shall peaceably vacate the Leased Premises.

C. **Remedies**. If any default occurs under this Lease, City shall have the right to pursue all remedies available at law or equity, including the termination of this Lease and all rights of Lessee hereunder. Notwithstanding City's termination of the Lease, Lessee shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.

3. **CONSIDERATION.**

A. **Rent.** As rent for the use of the Leased Premises, Lessee shall pay to City monthly, in advance, the amount of **$415.36/MONTH**. Any other payments made by Lessee under this Lease shall be considered additional rent, regardless of whether the payments are so designated. The term "Rent," as referenced herein, shall include monthly rent and additional rent. City shall have the same remedies for Lessee's failure to pay additional rent as it does for Lessee's failure to pay monthly rent.

B. **Payment of Rent**. Monthly rental payments are due on or before the first (1st) day of each month without billing of Lessee by City. Unless expressly authorized by the City, rent shall be made payable to the "City of Ocala" and shall be delivered or paid in person to: **City of Ocala, c/o Ocala International Airport, 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474**. Payments made by credit card may be subject to a credit card processing fee.

C. **Late Charge**. Rent shall be considered past due if City has not received full payment by the fifteenth (15th) day of the month for which payment is due. Without limiting City's termination rights as provided by this Lease, City shall assess a late penalty charge in the amount of **TWENTY-FIVE AND NO/100 DOLLARS ($25.00)**.

D. **Adjustments to Rent**. City reserve the right to increase the amount of rent from time to time, in its sole discretion, and shall provide written notice of said increase to Lessee no less than **THIRTY (30) DAYS** prior to the effective date of the rental increase.

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4. **USE OF LEASED PREMISES.** Unless otherwise authorized by City in writing, Lessee shall use the Leased Premises and associated utilities on a non-commercial basis only for the storage, operation, and maintenance of the following Federal Aviation Administration ("FAA")-registered aircraft:

Year, Make and Model of Aircraft: 1951 Cessna 305A

N#: 413PG

A. Any change to the aircraft expressly identified in this Section shall be reported in writing to the Airport Director within **TEN (10) DAYS** thereof.

B. The Leased Premises are to be used only for the storage of aircraft and other aviation-related items owned or leased by Lessee. Lessee's use of the Leased premises for any other purpose shall constitute a material breach of this Lease.

C. Lessee shall not use the Leased Premises for any commercial purposes. The storage of aircraft used by Lessee in connection with its customary non-aviation related business shall not be considered to be a commercial purpose. Under no circumstances will the sale of goods or services by Lessee from the Leased Premises be authorized.

D. Lessee may maintain a small refrigerator in the Leased Premises, but only if the wiring capacity of the Leased Premises can support such usage.

E. City reserves the right to assess, as additional rent, charges for extraordinary consumption of utilities by Lessee, as reasonably determined by City in its sole discretion.

F. All aircraft stored in the Leased Premises must be airworthy. Short-term storage of non-operational aircraft for the purposes of maintenance, repair or refurbishment shall be allowed. However, aircraft may not be inoperable or under repair for a period greater than **ONE HUNDRED TWENTY (120) DAYS**, consecutively without City approval, unless such condition is caused by circumstances beyond Lessee's control (e.g., inability to obtain parts).

G. Lessee shall abide by all Airport rules and regulations, minimum standards, City ordinances, applicable federal and state statutes, and regulations of the FAA, as they may from time to time be amended, including environmental laws regarding the handling, discharge, release and dumping of any hazardous substance, and such rules, regulations, and ordinances are incorporated by reference herein and made a part hereof.

H. No explosives or combustible materials shall be permitted within or about the Hangar except for fuel in aircraft tanks or small containers of lubricants, cleaning materials, and other aviation-related materials stored in EPA or local Fire Marshall approved containers or cabinets.

I. No refueling of the aircraft is allowed while any part of the aircraft remains inside the Hangar.

J. The exclusive means of access to the Leased Premises shall be through the T-Hangar access gate via the T-Hangar access road.

K. With the exception of loading or unloading of aircraft on the FBO apron, Lessee shall not operate any motor vehicle on the Airport apron, runway system, or Taxiway A system at any time.

L. Lessee shall be allowed to park its motor vehicle in the Hangar while Lessee is in the Hangar or when the aircraft is out and in use. Otherwise, all motor vehicles belonging to Lessee or its guests or licensees shall be parked only in the public parking area outside of the fence.

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M. Lessee shall not allow its aircraft engine to be run inside a Hangar.

5. **MAINTENANCE OF THE LEASED PREMISES.** Lessee shall maintain the Leased Premises and all improvements in a condition that is clean, free of debris, safe, sanitary, and in good repair and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly or which creases a fire hazard or nuisance or causes an inconvenience to adjoining properties.

   A. City shall maintain the structural integrity of the Hangar, including doors, and shall provide Lessee with access to water, electricity and normal building maintenance.

   B. City shall provide and maintain one (1) fire extinguisher in the Hangar. Should the City's inspection of the premises reveal that the City-owned fire extinguisher is missing, Lessee shall be responsible for replacement of the fire extinguisher with a model of comparable size and quality, at its sole expense.

   C. Lessee shall maintain the interior of the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean and clear of excess oil grease, or toxic chemicals.

   D. Lessee shall make no structural, electrical, or any other modifications or alterations to the Leased Premises, or remove any structures, wiring, plumbing or other facilities, without first submitting to City the plans and specifications for the proposed modifications and obtaining a written approval from City (which approval may be subject to reasonable conditions imposed by City) and without first obtaining all applicable permits from governments with jurisdiction over the activities.

   E. All fixtures, alterations, changes and improvements built, constructed or placed on the Leased Premises by Lessee shall, at City's option, become the property of City and remain on the Leased Premises at the expiration or earlier termination of this Lease, or City may require Lessee to restore the Leased Premises, in whole or in part, to its condition prior to such fixtures, alterations, changes or improvements.

   F. Lessee shall be responsible for all damages to the premises caused by Lessee or arising from Lessee's use of the premises, except those caused by "acts of God," or those arising from normal wear and tear or from deliberate or negligent acts of City or its employees. If Lessee fails to promptly repair any damages for which it is responsible hereunder after notification by City, City may, but shall not be obligated to, make repairs at Lessee's expense which shall become due and payable as part of Lessee's rent on the next monthly billing cycle.

   G. Upon termination of this Lease by either party, a joint inspection of the Leased Premises shall be conducted and any unsatisfactory conditions shall be documented on the T-Hangar Check-Out Form attached hereto as **Exhibit B**. Should Lessee fail to promptly repair any damages or replace any items for which it is responsible hereunder after City provides notice and demand for same, City may, but shall not be obligated to, make repairs at Lessee's expense. City reserves the right to deduct the cost of any such repairs from Lessee's refundable hangar deposit.

6. **AIRCRAFT MAINTENANCE AND REPAIRS.** The following provisions shall govern the short-term maintenance, repair or refurbishment of aircraft stored in the Leased Premises.

   A. All repair of aircraft shall be governed by and performed in compliance with Part 43 of the Federal Aviation Administration Regulations (14 C.F.R. Part 43). Those terms defined in Part 43 shall have the same meaning in this paragraph.

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B. Hazardous activities, including, but not limited to, smoking, welding, painting, doping, open fuel lines, open flames, or the application of hazardous substances are expressly prohibited in the Hangar.

C. Minor aircraft self-maintenance such as would normally be performed by an aircraft owner by himself or with his own employees without the benefit of an aircraft mechanic shall be allowed to be performed in the Hangar.

D. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform any maintenance and repairs on its own aircraft unless: (1) the work constitutes powerplant major repairs; or (2) the work being performed in the Hangar will require the installation of a fire-suppression system in the Hangar.

E. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform maintenance and repairs on aircraft belonging to others only pursuant to the City's Airport Minimum Standards including applicable liability insurance requirements.

F. The provisions of this Section shall not apply to experimental aircraft construction and maintenance to the extent they are exempt from the provisions of Part 43 of the Federal Aviation Administration Regulations, but such activities shall be subject to other applicable Federal Aviation Administration Regulations (e.g., 14 C.F.R. §65.104).

7. **INDEMNIFICATION AND INSURANCE.**

A. **Indemnity**. Lessee agrees to indemnify and hold City and its elected officials, employees, agents, and volunteers harmless from and against any and all liabilities, judgments, costs, damages, expenses, claims, actions or demands of any kind and nature, by any person whatsoever, including, without limitation, personal property damage, injury or death to a person arising out of the activities of Lessee, its agents, employees, contractors or invitees on the Leased Premises, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

B. **Insurance.** The City may maintain fire and casualty insurance on the premises for its benefit but such insurance shall not cover any property of Lessee and all proceeds payable thereunder shall be the sole property of City. If the Leased Premises are damaged by any casualty not the result of the negligent or deliberate acts of Lessee, its licensees, invitees, and guests, City may terminate this Lease or may, at its option, repair the damage. If City elects to repair, rent shall be abated until repairs are completed.

C. Lessee shall at its sole cost repair any damage to the premises resulting from negligent or deliberate acts of Lessee, its agents, employees, contractors, invitees and guests.

D. City shall not be responsible for any damage to any property of Lessee (including, without limitation, aircraft) or of others located on the Leased Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, smoke, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place of by dampness or by any other cause of whatsoever nature. City shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold City harmless from any and all claims arising out of damage to

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same, including subrogation claims by Lessee's insurance carriers, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

8. **CONDITION OF PREMISES; NO WARRANTIES.**
   A. City represents and warrants that the Leased Premises comply with applicable building and fire codes in effect at the time of its construction, and that any changes in such codes since such time do not require additional improvements (except upon a rebuilding or renovation thereof).
   B. EXCEPT AS SET FORTH IN THE PRECEDING SUBPARAGRAPH,
      (1) LESSEE ACKNOWLEDGES THAT BY ENTERING INTO POSSESSION OF THE PREMISES, IT SHALL BE DEEMED: TO HAVE INSPECTED THE PREMISES; AND TO HAVE ACCEPTED THE PREMISES "AS IS," "WITH ALL FAULTS" OF ANY NATURE WHATSOEVER; AND
      (2) LESSEE ACKNOWLEDGES THAT NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY WARRANTY OR REPRESENTATION, OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING, WITHOUT LIMITATION, SOIL CONDITIONS, ENVIRONMENTAL CONDITIONS, BUILDING CONSTRUCTION OR SUITABILITY OF THE PREMISES FOR LESSEE'S PURPOSES.

9. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Lessee:	At the address, fax number, or e-mail address Identified underneath Lessee's signature line.
If to City of Ocala:	City of Ocala – Ocala International Airport 1770 SW 60th Avenue, Suite 600 Ocala, Florida 34474 Fax: 352-861-2227
Copy to:	Daphne M. Robinson, Esq. – Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov

10. **MISCELLANEOUS PROVISIONS.**
   A. **Governing Law.** This Lease is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
   B. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Lease occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Lease shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives

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any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Lease, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

C. **Jury Waiver**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

D. **Attorney's Fees**. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

E. **Amendment**. No amendment to this Lease shall be effective except those agreed to in writing and signed by both parties to this Lease.

F. **Severability of Illegal Provisions**. Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Lease be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Lease.

G. **Rights of Third Parties**. Nothing in this Lease, whether express or implied, is intended to confer any rights or remedies under or because of this Lease on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Lease is intended to relieve or discharge the obligation or liability of any third persons to any party to this Lease, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Lease.

H. **Assignment**. Neither party may assign this Lease or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

I. **No Waiver of Sovereign Immunity**. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or

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limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Lease and shall be fully binding until any proceeding brought under this Lease is barred by any applicable statute of limitations.

J. **Public Records**. **IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of Ocala, Office of The City Clerk; City Hall, 110 SE Watula Avenue, Ocala, FL 34471; Phone: 352-629-8266; Email: clerk@ocalafl.gov.**

K. **Electronic Signatures**. City, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Lease. Further, a duplicate or copy of the Lease that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Lease for all purpose.

L. **Entire Lease**. This Lease, including exhibits, (if any) constitutes the entire Lease between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, Leases or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Lease. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or Leases have been made or relied upon in the making of this Lease other than those specifically set forth herein.

M. **Legal Authority**. Each person signing this Lease on behalf of either party individually warrants that he or she has full legal power to execute this Lease on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Lease.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]

Docusign Envelope ID: D2FC4908-7CD7-4655-8C4A-3126D576CC72

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Matthew Grow, Airport Director
(Pursuant to City Council Resolution: 2003-57, adopted April 8, 2003)

10/14/2025
Date Signed

Approved as to form and legality

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton
City Attorney

LESSEE

Lessee Signature

John A Schaefer
Printed Name of Lessee

10/27/2025
Date Signed

6435 Pete Path
Street Address of Lessee

The Villages, FL 34762
City, State, and Zip Code of Lessee

618-792-5033
Phone Number of Lessee

Alternate Phone Number of Lessee

johnfarm14@icloud.com
E-Mail Address of Lessee

Docusign Envelope ID: D2FC4908-7CD7-4655-8C4A-3126D576CC72

EXHIBIT A

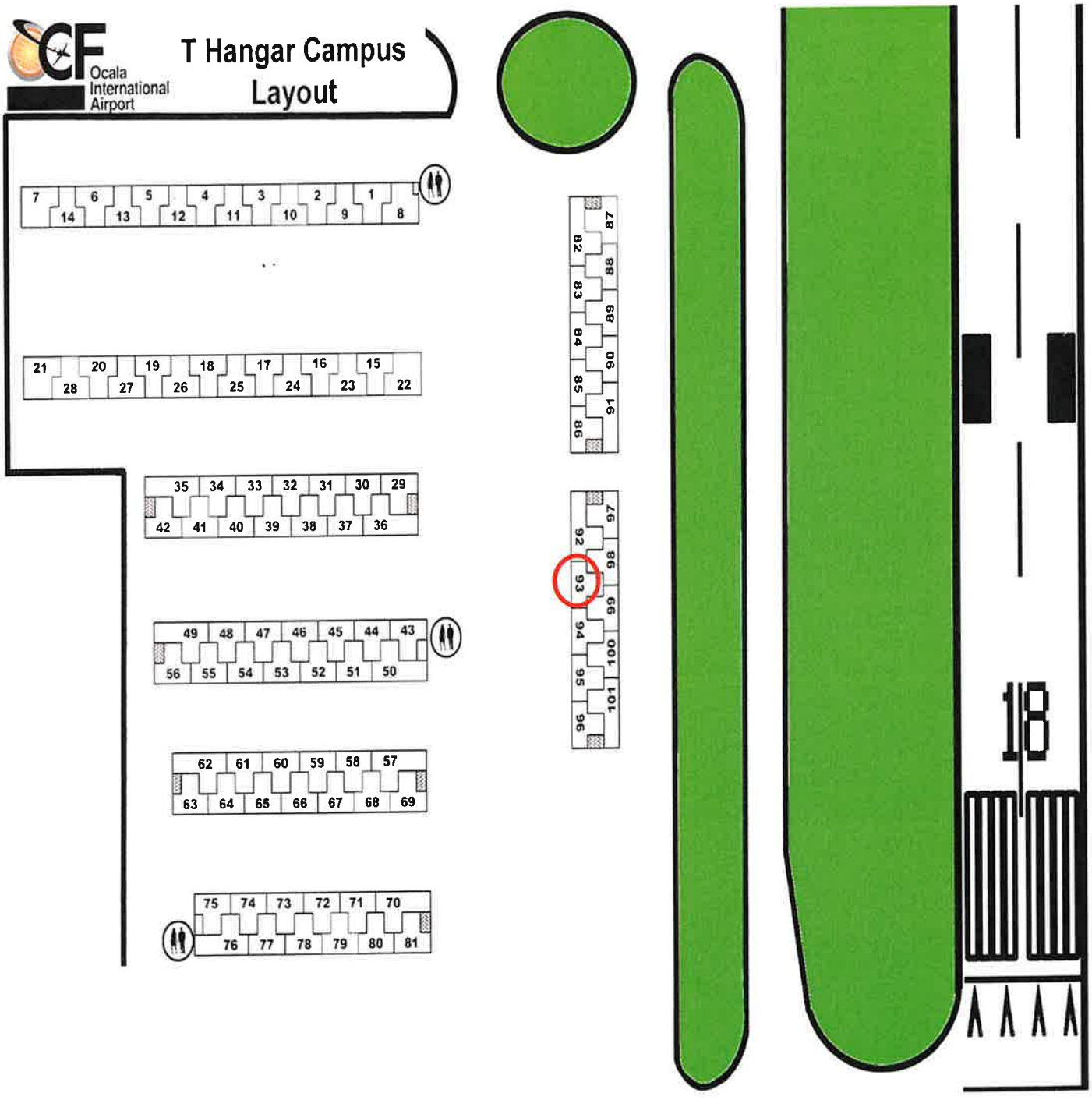

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EXHIBIT B

T-HANGAR CHECK OUT FORM

Lessee Name:_____

T-Hangar No.:_____T-93_____

Move Out Date:_____

Inspection Date:_____

Time Of Inspection:_____

Inspected By:_____

Unless otherwise noted, the premises is in clean, good working order and undamaged.

Keys/Lock/Fire Extinguisher	☐
Cleanliness of Hangar	☐
Damage to space	☐
Grease/Oil/Chemicals	☐
Furniture/equipment Left in Hangar	☐

REMARKS:_____

_____

_____

Signatures:

Airport:_____

Lessee:_____

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EXHIBIT C

Docusign Envelope ID: D2FC4908-7CD7-4655-8C4A-3126D576CC72

FAA REGISTRY

N-Number Inquiry Results

N-NUMBER ENTERED: 413PG

AIRCRAFT DESCRIPTION

Serial Number	22167	Status	Valid
Manufacturer Name	CESSNA	Certificate Issue Date	08/23/2016
Model	305A	Expiration Date	08/31/2029
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / Oct)	51160221
MFR Year	1951	Mode S Code (Base 16 / Hex)	A4E091
Type Registration	Co-Owned	Fractional Owner	NO

REGISTERED OWNER

Name	SCHAEFER JOHN A		
Street	4611 KASKASKIA RD		
City	WATERLOO	State	ILLINOIS
County	MONROE	Zip Code	62298-3713
Country	UNITED STATES		

AIRWORTHINESS

Docusign Envelope ID: D2FC4908-7CD7-4655-8C4A-3126D576CC72

INFORMATION PROVIDED HERE SHOULD NOT BE USED TO DETERMINE THE AIRWORTHINESS OF AN AIRCRAFT.

Refer to 14 CFR Parts 39, 43, 91, and FAA Order 8130.2 for airworthiness regulations and guidance.

Type Certificate Data Sheet	None	Type Certificate Holder	None
Engine Manufacturer	CONT MOTOR	Classification	Standard
Engine Model	O-470 SERIES	Category	Utility, Normal
A/W Date	05/17/2016	Exception Code	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at https://aircraft.faa.gov/e.gov/ND/

OTHER OWNER NAMES

SCHAEFER ELIZABETH A

TEMPORARY CERTIFICATES

None

FUEL MODIFICATIONS

None

You are accessing a U.S. Government authorized information system, which includes (1) this computer, (2) this computer network, (3) all computers connected to this network, (4) all devices and storage media attached to this network or to a computer on this network, and (5) all cloud services and hosting environments supporting this information system. This information system is provided for U.S. Government-authorized use only.

Docusign Envelope ID: D2FC4908-7CD7-4655-8C4A-3126D576CC72

Unauthorized or improper use of this system may result in disciplinary action, as well as civil and criminal penalties.

By logging in and using this information system, you understand and consent to the following:

- ***You have no reasonable expectation of privacy regarding communications or data transiting or stored on this information system.***
- ***At any time, and for any lawful Government purpose, communication between the user and this information system, data transiting to/from the system, or stored on this system is subject to monitoring, interception, and search.***
- ***Any communications or data transiting or stored on this information system may be disclosed or used for any lawful Government purpose.***

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6/3/25, 2:44 PM

FAA REGISTRY

N-Number Inquiry Results

N-NUMBER ENTERED: 413PG

AIRCRAFT DESCRIPTION

Serial Number	22167	Status	Valid
Manufacturer Name	CESSNA	Certificate Issue Date	08/23/2016
Model	305A	Expiration Date	08/31/2029
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / Oct)	51160221
MFR Year	1951	Mode S Code (Base 16 / Hex)	A4E091
Type Registration	Co-Owned	Fractional Owner	NO

REGISTERED OWNER

Name	SCHAEFER JOHN A		
Street	4611 KASKASKIA RD		
City	WATERLOO	State	ILLINOIS
County	MONROE	Zip Code	62298-3713
Country	UNITED STATES		

AIRWORTHINESS

You are accessing a U.S. Government authorized information system, which includes (1) this computer, (2) this computer network, (3) all computers connected to this network, (4) all devices and storage media attached to this network or to a computer on this network, and (5) all cloud services and hosting environments supporting this information system. This information system is provided for U.S. Government-authorized use only.

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- *Any communications or data transiting or stored on this information system may be disclosed or used for any lawful Government purpose.*

Certificate Of Completion

Envelope Id: D2FC4908-7CD7-4655-8C4A-3126D576CC72
Status: Completed
Subject: SIGNATURE: T-Hangar Lease Agreement - John Schaefer (AIR/260041)
Source Envelope:
Document Pages: 17
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/27/2025 2:53:02 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/27/2025 3:04:56 PM Viewed: 10/28/2025 10:53:11 AM Signed: 10/28/2025 2:59:57 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/28/2025 2:59:59 PM Viewed: 10/28/2025 3:53:30 PM Signed: 10/28/2025 4:00:46 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2025 3:53:30 PM ID: 15221658-1519-4aec-ac7e-12a4c71f8ad5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2025 3:04:56 PM
Certified Delivered	Security Checked	10/28/2025 3:53:30 PM
Signing Complete	Security Checked	10/28/2025 4:00:46 PM
Completed	Security Checked	10/28/2025 4:00:46 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 4DA4D514-999F-4C76-95E5-F1451066E7A8

Unified Power

Christian Ngoie
Phone: (877) 469-4846
christian.ngoie@unifiedpowerusa.com
www.unifiedpowerusa.com

Keeping You in Power

Ocala Police Department
Ocala Police Department 2025 - 2026 UPS & Battery Preventive Maintenance Renewal
Proposal #: 186538 - Rev: 1
Date: 07/12/2025

Docusign Envelope ID: 4DA4D514-999F-4C76-95E5-F1451066E7A8

Christian Ngoie
(877) 469-4846
christian.ngoie@unifiedpowerusa.com

Ocala Police Department 2025 - 2026 UPS & Battery Preventive Maintenance Renewal

Invoice To:	End User:
Ocala Police Department 402 S. Pine Avenue Ocala FL 34471	Ocala Police Department

800MHz - Tower Site, Ocala Police Department & 800MHz, 2020 S.W. 8th PL., Ocala, FL 34478, US

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 1	Toshiba	030600320	48	FS/P/24hr	1 Major 5x8 / 1 Minor 5x8	$1,729.00
UPS 1 BAT 1	MK Battery		24	PM/24hr	Semi Annual VRLA 5x8	-
UPS 1 BAT 2	MK Battery		24	PM/24hr	Semi Annual VRLA 5x8	-
Site Total:						$1,729.00

800MHz, Ocala Police Department & 800MHz, 402 S Pine Ave, Ocala, FL 34471, US

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 1 BAT 3	MK Battery		10	PM/24hr	Semi Annual VRLA 5x8	-
UPS 1 BAT 2	MK Battery		10	PM/24hr	Semi Annual VRLA 5x8	-
UPS 1 BAT 1	MK Battery		10	PM/24hr	Semi Annual VRLA 5x8	-
UPS 1	Eaton Powerware	BJ411T0005	30	FS/P/24hr	1 Major 5x8 / 1 Minor 5x8	$2,975.00
Site Total:						$2,975.00

Coverage Legend

Coverage	Description
FS/P/24hr	Full Service, Parts & Labor for the UPS, 24hr Emergency Response Time 7x24
PM/24hr	Preventive Maintenance Only, 24hr Emergency Response Time 7x24, Repairs Billable

Summary

800MHz - Tower Site, Ocala Police Department & 800MHz, 2020 S.W. 8th PL., Ocala, FL 34478, US	$1,729.00

Docusign Envelope ID: 4DA4D514-999F-4C76-95E5-F1451066E7A8

Christian Ngoie
(877) 469-4846
christian.ngoie@unifiedpowerusa.com

Summary	
800MHz, Ocala Police Department & 800MHz, 402 S Pine Ave, Ocala, FL 34471, US	$2,975.00
Tax	$0.00
Total	$4,704.00

Docusign Envelope ID: 4DA4D514-999F-4C76-95E5-F1451066E7A8

Christian Ngoie
(877) 469-4846
christian.ngoie@unifiedpowerusa.com

Annual Agreement and Terms			
Contract Start	**Contract End**	**Payment Term**	**Billing Cycle**
10/11/2025	10/10/2026	Net 30 Days	1 Year Annual Billing in Advance
Proposal expires 30 days after the contract start date			

Multi-Year Service Contract Pricing Options

In order to save on an annual service contract that would typically include a 3-5% annual price escalation, and also to reduce the risk of parts price increases on full service contracts, a 3-year fixed price multi-year service contract option is available.

Pricing for each year would be as follows:

Year 1: $4,704.00
Year 2: $4,704.00
Year 3: $4,704.00

To lock in the fixed price for 3 years, one of the following is required:

1. Initial below to select this option and sign the proposal at the bottom
2. Initial below to select this option and provide a purchase order for the full 3 year term
3. Initial below to select this option and provide a Master Service Agreement addendum or schedule for the full 3 year term

Additional discounts are available if a multi-year contract is paid in full in advance. Please contact your Sales Rep for more information on this option.

(____) Initial here if you would like to purchase the Multi-Year option

Unified Power's Terms & Conditions will apply to orders based on this proposal.
https://unifiedpowerusa.com/terms-and-conditions

Unified Power's Standard Terms are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power

Signature: DocuSigned by: 81E05B06092B470...

Date: 10/13/2025

Printed Name: Robert Parrish

Title: VP, Sales - UPS

City of Ocala, by and through Ocala Police Department

Signature: DocuSigned by: Peter Lee 5BB28E162F2E4C2...

Date: 10/24/2025

Printed Name: Peter Lee

Title: City Manager

Docusign Envelope ID: 4DA4D514-999F-4C76-95E5-F1451066E7A8

Christian Ngoie
(877) 469-4846
christian.ngoie@unifiedpowerusa.com

Service Agreement

Unified Power will provide Preventive (PM), Emergency, or Corrective services in accordance with the following coverage descriptions, as further defined in Unified Power's related proposal for services (Proposal) and the attached detailed Scopes of Work. Agreements which include equipment encompassing all described types of coverage are Full Service (FS) Agreements. Emergency and Corrective services are available under PM Agreements at Time and Material (T&M) rates attached. This Service Agreement is made and entered into by Unified Power and Customer expressly subject to Unified Power's General Terms and Conditions located at https://unifiedpowerusa.com/terms-and-conditions

A. **SCHEDULED MAINTENANCE:**

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the contracted period:
    a. Minor PM inspection(s) will be scheduled at the convenience of Unified Power.
    b. Major PM inspection will be scheduled at the convenience of the Customer.
2. Unified Power will make a maximum of (3) attempts to schedule the PM inspections. Failure by client to respond or allow access to client's facilities may result in cancellation of the PM inspections.
    a. Should the PM applicable to equipment under FS coverage not be scheduled within the Agreement term due to Customer delay, such PM will be forfeited, no prorated PM value will be refunded.
    b. Should the PM be cancelled or delayed by the customer less than 72 hours prior to the confirmed scheduled time, the customer may be charged four (4) hours minimum based on current Time and Material Rates or cancel the PM inspection.
    c. Unified Power reserves the right to schedule PM inspections with advanced notice of at least one hour, unless otherwise stipulated in the Agreement.
3. Unified Power may, at its discretion, provide necessary PM inspections during emergency service visits.

B. **EMERGENCY SERVICE** (Included under FS Agreements, available under PM Agreements on a T&M basis):

1. Emergency Service is defined as the service required to restore the covered equipment to an operational status following an unexpected interruption in service.
2. Response Time is defined, for purposes of this agreement, as the time from receipt of an emergency call by Unified Power to the arrival of a technician on site at the equipment location.
3. Unified Power will provide Emergency service according to the response time specified in the Proposal.

C. **UPS CORRECTIVE SERVICE** (Included in FS Agreements, available in PM Agreements on a (T&M) basis):

1. Corrective Service (If covered under FS Agreement):
    a. Equipment that has not been serviced by Unified Power within 90 days prior the start date of the Agreement is subject to evaluation and certification to decide if it is in acceptable working condition prior to acceptance of this agreement. Evaluation will be performed at the time of initial preventive maintenance visit.
    b. Non-mandatory field modifications and previously released field modifications are considered pre-existing conditions.
    c. Evaluation and certification must occur within 30 days of the Agreement start date. As determined by results, any remedial action needed to bring equipment into compliance with manufacturer's specifications will be at Customer's expense.
    d. Unit must be placed in bypass during completion of evaluation and certification for major PM service. Failure of customer to allow will result in the coverage downgraded to PM only. Corrective action will be billed per Time and Material Rates.
    e. Should Customer decline to approve such remedial action, the Agreement will be voided, and any payments already received by Unified Power will be refunded, less any charges for services performed.
    f. Unified Power will provide Corrective service for problems not immediately impacting system reliability on a 0700 to 1800 hours Monday through Friday basis.
2. Parts Usage (If covered under FS Agreement):
    a. Parts used in repair of equipment specified in the Agreement are included; replacement coverage is limited to the annual value of the Service Agreement. Parts used to total a value in excess of the annual agreement value will be supplied upon client approval and invoiced.

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i. Exceptions: Power Modules, Batteries, major magnetics, external breakers, full AC or DC capacitor banks.
ii. All parts replaced under this Agreement will become property of Unified Power.

b. Customer parts used under this Agreement will be replaced.

i. Exceptions: Batteries, major magnetics, external breakers, full AC or DC capacitor banks.

D. **BATTERY, GENERATOR, & ELECTRICAL SERVICES:**

1. Should battery and or generator maintenance be provided by Unified Power within this Agreement, services will be performed in accordance with general manufacturer's recommendations and standard industry practice as outlined in the attached Scopes of Work as applicable
2. Scheduled Maintenance terms apply, See Section A.
3. Corrective, Installation & project services will be proposed separately and billed per project or T&M rates.

E. **LOCATION AND ACCESS:**

1. The maintenance of equipment is limited to the location specified in the Agreement.
2. The customer will provide adequate working space and facilities for use by Unified Power and proper storage of parts
3. Customer will allow Unified Power ready access to site and equipment, subject to Customer's reasonable internal security and safety rules
4. Delays & cancelations caused by Customer are billable.

F. **SAFETY REPRESENTATIVE:**

1. Customer agrees to provide a safety representative who will be available at the equipment location whenever Unified Power is performing services under this Agreement. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

G. **CUSTOMER RESPONSIBILITIES** (applicable to equipment under FS coverage only):

1. Customer shall provide the following:

a. Inspection and replacement of air filters on a routine basis
b. All applicable equipment areas kept clean and free of loose debris
c. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit
d. Humidity control in all applicable equipment areas
e. Covered equipment areas maintained free of corrosive elements

H. **TERM and TERMINATION:**

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1. Service under this Agreement will begin on the effective date of this Agreement ~~and shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time. Customer will be provided written notice of renewal approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event the Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to expiration.~~
2. Notwithstanding the foregoing, Unified Power may terminate this Agreement at any time upon thirty (30) days written notice. In the event of early termination of FS coverage, the prorated portion will be returned.

I. **EXCEPTIONS & EXCLUSIONS:**

1. If covered equipment is no longer supported by the original equipment manufacturer, has reached end of life, or the model has been replaced, the repair labor and parts required to repair failed equipment will be provided on a “best-effort” basis. Should parts be unavailable for equipment under FS coverage, the Agreement will be reduced to PM Only and pro rata value for the balance of the contract term will be refunded.
2. In the event covered equipment fails and is deemed “beyond repair,” Unified Power will refund the unused portion of the corrective maintenance term associated with the failed unit.

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3. Equipment modification or any additional services or testing beyond the scope described herein and attached and testing of equipment modifications made by the Customer are excluded.
4. Field modifications issued by a manufacturer during the term of the Agreement are not covered under Corrective Service unless they pose safety concerns and are subject to the availability of OEM services to Unified Power
5. Reset of alerts, timers or adjustments protected by proprietary software are excluded.
6. Labor will be charged to Customer at the current Time & Material rates for the repair or service of the equipment under FS coverage, in the event any of the following conditions occur during the term of the Agreement:

   a. Persons other than Unified Power attempt to repair or maintain the equipment covered by this Agreement.
   b. Damage to the equipment covered by this Agreement results from acts of God or all external causes including, but not limited to, all insurable risks.
   c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness.
   d. Unified Power is required by the Customer to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be the Customer's sole responsibility.
   e. Failure of or damage to equipment covered by this Agreement resulting from failure of Customer to order quoted replacement of parts excluded from FS coverage.
   f. Repairs or adjustments requiring manufacturer's proprietary software not available to Unified Power. Unified Power will facilitate such services between Customer any applicable manufacturer as necessary.

Additional City of Ocala Provisions:

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

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PUBLIC RECORDS. Unified Power shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Unified Power shall:

A. Keep and maintain public records required by the public agency to perform the service.
B. Upon request from the public agency's custodian of public records, provide the public agency 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.
C. 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 Unified Power does not transfer the records to the public agency.
D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Unified Power or keep and maintain public records required by the public agency to perform the service. If Unified Power transfers all public records to the public agency upon completion of the contract, Unified Power shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Unified Power keeps and maintains public records upon completion of the contract, Unified Power shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF UNIFIED POWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UNIFIED POWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

Approved as to form and legality: Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

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Critical Power Service

Attachment U100

Unified Powers Critical Power Service (CPS) includes the following:

Repair of the Electronics or power module portion of the UPS System. These Services shall be performed during the contracted period of maintenance (CPM) at no extra charge to the client. Unless otherwise specifically stated on the Service Agreement or accompanying Proposal, Unified Power (Contractor) shall respond to an emergency at the clients site the next business day after Contractor acknowledges clients request.

Emergency Service Repair includes labor, parts and expenses required to repair clients system. Should the client possess a spare parts kit, the Contractor may use those spare parts during the repair of the system and shall replace the spare parts with the same or similar products.

Exclusions: Unless otherwise specifically stated in the Service Agreement or this Attachment U-100, the following parts and/or services are excluded: Full DC or AC capacitor replacements, Battery Plant replacement or parts associated directly with the battery plant, External breakers and switchgear. Repair of pre-existing conditions, damages caused by others.

CPS Preventive Maintenance is not included by this Agreement, but it is recommended. Prior to the acceptance of this Agreement and commencement of CPS a pre-site survey by Contractor is required.

Rev. 03/10/14

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UPS Inspection Major

Attachment U200

The following is an outline of general items reviewed and evaluated by Unified Power during a Major PM inspection of the UPS unit. All tasks listed under the UPS Inspection Minor will be performed during a major PM visit. All inspections are designed to be performed during offline operation, in the bypass mode. Certain tasks listed below may remain incomplete if they are not applicable to the model type, and/or if executing them poses a safety hazard, or if UPS cannot be bypassed or shut down. Methods of Procedure (MOPs) to be followed in conjunction with PM services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U901).

I. Visual Inspection

- A. Initial consultation to review the scope of work, assessing the feasibility of testing, and considering any potential negative impacts of Maintenance inspections on unit/facility operations.
- B. Inspect all printed circuit boards connectionsfor cleanliness, swab contacts if necessary.
- C. Inspect all power connections for signs of overheating.
- D. Inspect all subassemblies, bridges and legsfor signs of component defects or stress.
- E. Inspect all DC capacitors for signs of leakage and swelling.
- F. Inspect all AC capacitorsfor signs of leakage and swelling.
- G. Inspect and inventory all customer owned spare parts.

II. Internal Operating Parameters

- A. Inverter leg input and output current (if applicable)
- B. Output filter current average phase balance (if applicable)
- C. AC Protection settings and operation (if applicable)
- D. DC Protection settings and operation (if applicable)
- E. Input and Output Frequency settings.
- F. Verify DC filter capacitance.
- G. Verify AC tank and trap filter capacitance.

III. External Operating Parameters

- A. Record System Input Voltages(all phases)
- B. Record System Input Currents(all phases)
- C. Record DC Charging Voltage (float and equalize)
- D. Rectifier phase on and walk up
- E. Inverter phase on and walk up
- F. Adjust all panel meters to measured values
- G. System Bypass Voltages (all phases)
- H. Manual andUV Transfer Testing, verify uninterrupted transfer.
- I. Conduct a power outage simulation, closely monitoring and metering the batteries throughout the process.
- J. Generator Testing to be completed in conjunction with customer, if requested.

IV. Environmental Parameters

- A. UPS area ambient temperature and condition of ventilating equipment.
- B. General Cleanliness of UPS internals
- C. General Cleanliness of the area surrounding the UPS unit.
- D. Replace all air filters.
- E. Clean control panel/CRT screen.

V. Battery Cabinet Checks

- A. General appearance of Battery System (all types)

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B. General cleanliness of Battery System area. (all types)
C. Battery System area ambient temperature and condition of ventilating equipment.

VI. Monitoring System Parameters

A. Alarm archive review
B. Alarm lamp test - local and remote
C. Replace all open monitor bulbs
D. Download and review alarm history

VII. General

A. Customer Consultation
B. Verbal Recommendations
C. General Observations
D. Following the Major PM inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

Rev. 202406

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UPS Minor Inspection

Attachment U201

The following is an outline of general itemsreviewed and evaluated by Unified Power during a Minor PM inspection of the UPS unit. All inspections are designed to be performed during offline operation, in the bypass mode. Certain tasks listed below may remain incomplete if they are not applicable to the model type, and/or if executing them poses a safety hazard, or if UPS cannot be bypassed or shut down. Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

I. Visual Inspection

- A. Inspect visible fans for proper operation.
- B. Inspect all power connections for signs of overheating.
- C. Inspect all DC capacitors for signs of leakage, if visible.
- D. Inspect all AC capacitorsfor signs of leakage, if visible.
- E. Inspect and inventory all customer owned spare parts.

II. Environmental Parameters

- A. UPS area ambient temperature and condition of ventilating equipment.
- B. General Cleanliness of UPS internals
- C. General Cleanliness of the area surrounding the UPS unit.
- D. Replace all air filters.
- E. Clean control panel

III. Battery Checks

- A. Battery System area ambient temperature and humidity.
- B. Operating condition of ventilation and cooling equipment.
- C. General appearance of Battery System (all types)
- D. General cleanliness of Battery System area. (all types)

IV. Monitoring System Parameters

- A. Review alarm history / event queue.
- B. Record System Input Voltages, Currents, and Frequency (all phases).
- C. Record Rectifier Input Voltages, Currents, and Frequency (all phases).
- D. Record DC Charging Voltages and Current
- E. Record Inverter Output Voltages, Currents, and Frequency (all phases).
- F. Record System Output Voltages, Currents, and Frequency (all phases).
- G. Record System Bypass Voltages and Currents(all phases).
- H. Operation of control and status panel lamp tests - local and remote
- I. Operating status of remote monitor status panels

V. General

- A. Customer Consultation
- B. Verbal Recommendations
- C. General Observations
- D. **Submit Report within 5 days**

Rev. 202406

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Preferred Time and Material Rates

Attachment U901

Preferred Time and material rates apply to remedial/emergency services performed by Unified Power engineers on contracted clients. Remedial service requiring emergency response for equipment failures is available 24 hours a day, 365 days a year. Rates do not apply to scheduled services, such as special testing, battery string replacement, or other specific services which are quoted on a fixed-price basis upon request.Contracted clients receive 15% off of standard labor rates and discounts off of parts list price.

Unified Powers Standard Terms Conditions apply for services performed. Rates aresubject to change

Travel and Labor Rates*

Service Type	Regular Hours[1]	Off Hours[2]	Holiday
UPS Services	$172.00/Hour	$265.00/Hour	$370.00/Hour
DC/Electronic Services	$172.00/Hour	$265.00/Hour	$370.00/Hour
Battery Services	$140.00/Hour	$220.00/Hour	$290.00/Hour
Managed Service	As Proposed		
Expenses	Billed at Cost		
Auto Mileage	$1.25 per Mile		
Materials//Parts	Current Pricing, FOB Shipping Point		
Same Day Response	Subject to availability, May be subject to Premium Charge		
Calculation of Charges	Portal to Portal		

* Minimum of 4 hours required for the services

1 Regular Hours : Monday - Friday from 8am to 5pm.

2 Off Hours : Monday - Friday and Weekends

Effective: 08/01/19

Certificate Of Completion

Envelope Id: 4DA4D514-999F-4C76-95E5-F1451066E7A8
Status: Completed
Subject: SIGNATURE - 2025-26 UPS Maintenance Agreement (OPD/15-011)
Source Envelope:
Document Pages: 12
Signatures: 3
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/13/2025 10:43:51 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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Signer Events	Signature	Timestamp
Robert Parrish robert.parrish@unifiedpowerusa.com VP, Sales - UPS Unified Power Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/13/2025 11:23:12 AM ID: 5c8c5805-5713-4528-93ab-1cdfcab3a909	DocuSigned by: 81E05B06092B470... Signature Adoption: Uploaded Signature Image Using IP Address: 72.239.225.196	Sent: 10/13/2025 11:09:53 AM Viewed: 10/13/2025 11:23:12 AM Signed: 10/13/2025 11:23:44 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/13/2025 11:23:45 AM Viewed: 10/23/2025 11:39:19 AM Signed: 10/23/2025 11:46:08 AM
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:46:09 AM Viewed: 10/24/2025 3:08:46 PM Signed: 10/24/2025 3:08:59 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/13/2025 11:09:54 AM
Certified Delivered	Security Checked	10/24/2025 3:08:46 PM
Signing Complete	Security Checked	10/24/2025 3:08:59 PM
Completed	Security Checked	10/24/2025 3:08:59 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
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Tel. +1 800 942 3415
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Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

C-250975

Quote

Quote#: Q-436453-1
Date: Jan 10, 2025

Billing Information
Ocala Police Department
402 S. Pine Ave
Ocala, Florida 34471
United States

Contact: Karen Patterson
Phone: 3523697036

Delivery Information
Marion County Sheriff
700 NW 30th Ave. Unit 200
Ocala, FL 34475
United States

Contact:
Phone:

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer: Ocala Police Department

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00034921	Nov 13, 2025	Net 45	USD	Josh Sudbeck

#	Product Code	Product Name	Qty	Start Date	End Date	Net Price/Unit	Net Price
1	S-UFD-17-039	Guardian Pro User Subscription	2	Nov 14, 2025	Nov 13, 2026	11,500.00	23,000.00

SubTotal	USD 23,000.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 23,000.00

Comments:

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Terms and Conditions:
- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)
- General: The following terms shall apply to any product at http://legal.cellebrite.com/us/index.html
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at https://legal.cellebrite.com/CB-us-us/index.html
- Premium and Inseyets Unlocks: The following terms shall apply only to Cellebrite Premium and Inseyets Unlocks at http://legal.cellebrite.com/intl/PremiumUS.htm
- Pathfinder: The following terms apply to Cellebrite Pathfinder at https://legal.cellebrite.com/PF-Addendum.htm
- Training Services: The following terms apply to Cellebrite Training Services at http://legal.cellebrite.com/intl/Training.htm
- SaaS: The following terms apply to Cellebrite SaaS Services at https://legal.cellebrite.com/SaaS.htm
- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at https://legal.cellebrite.com/Endpoint-SAAS.html

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Ocala Police Department

Signature: DocuSigned by: Peter Lee 5BB28E162F2E4C2... **Effective Date:** ____/____/____

Name (Print): Peter Lee **Title:** City Manager

Please sign and email to **Alexandria Keller** at **alexandria.keller@cellebrite.com**

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

Certificate Of Completion

Envelope Id: 019A0C86-2D25-4BB2-9CF8-CE88E6BA0E46
Status: Completed
Subject: SIGNATURE - 2025-26 Renewal of Cellebrite Guardian (OPD/250975)
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/17/2025 2:46:19 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 2:47:42 PM Viewed: 10/23/2025 8:57:54 AM Signed: 10/23/2025 8:59:34 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:59:35 AM Viewed: 10/23/2025 10:48:55 AM Signed: 10/23/2025 10:49:09 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 2:47:42 PM
Certified Delivered	Security Checked	10/23/2025 10:48:55 AM
Signing Complete	Security Checked	10/23/2025 10:49:09 AM
Completed	Security Checked	10/23/2025 10:49:09 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: DDC465F1-DAC3-408E-BB1B-ADC55C7F2825

Q-375702 - USD 5,250.00

MAGNET FORENSICS

Quotation

C-260122

Address:
Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195

Quote #: Q-375702-2
Issue Date: 9 Oct, 2025
Expires On: 26 Dec, 2025

Bill To
Jon Guthrie
Ocala Police Department
402 S Pine Ave
Ocala, Florida 34471
United States
13523697001
jguthrie@ocalapd.gov

Ship To
Jon Guthrie
Ocala Police Department
402 S Pine Ave
Ocala, Florida 34471
United States
13523697001
jguthrie@ocalapd.gov

End User
Savannah Moore
Ocala Police Department
402 S Pine Ave
Ocala Florida 34471
United States
3523697141
smoore@ocalapd.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Danielle Moore	(470) 610-6262	danielle.moore@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
WTS60	Witness Term License	27 Dec, 2025 to 26 Dec, 2026	USD 5,250.00	1	USD 5,250.00

Witness renewal dongle W20231020000204

Sub-Total	USD 5,250.00
Taxes	USD 0.00
Grand Total	**USD 5,250.00**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at http://magnetforensics.com/legal/ applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

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Q-375702 - USD 5,250.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

DocuSigned by:

Signature: Peter Lee
5BB28E162F2E4C2...

Date: ____/____/____ 10/31/2025

Name (Print): Peter Lee

Title: City Manager

Please sign and email to Danielle Moore at danielle.moore@magnetforensics.com

Approved as to form and legality: Signed by: William E. Sexton, Esq.
4A55AB8A8ED04F3...

Certificate Of Completion

Envelope Id: DDC465F1-DAC3-408E-BB1B-ADC55C7F2825
Status: Completed
Subject: SIGNATURE - 2025-26 Magnet Forensics Witness Term License (OPD/260122)
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/28/2025 4:33:54 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/28/2025 4:38:03 PM Viewed: 10/30/2025 11:57:50 AM Signed: 10/31/2025 10:29:57 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 2a02:26f7:f6c1:a01b:0:2000:0:c Signed using mobile	Sent: 10/31/2025 10:29:58 AM Viewed: 10/31/2025 1:46:29 PM Signed: 10/31/2025 1:48:57 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2025 4:38:03 PM
Certified Delivered	Security Checked	10/31/2025 1:46:29 PM
Signing Complete	Security Checked	10/31/2025 1:48:57 PM
Completed	Security Checked	10/31/2025 1:48:57 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 461F87E6-E130-4534-9070-8349D7BEE60B

THIRD AMENDMENT TO AGREEMENT FOR SALE OF SCRAP METAL – CITYWIDE

THIS THIRD AMENDMENT TO AGREEMENT FOR SALE OF SCRAP METAL – CITYWIDE ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **TRADEMARK METALS RECYCLING, LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 59-348760) ("Vendor" or "Receiver").

WHEREAS, on November 3, 2021, City and Vendor entered into an Agreement for Sale of Scrap Metal – Citywide (the "Original Agreement"), City of Ocala Contract Number: COO/210916 for a term of three (3) years, from October 1, 2021, through September 30, 2024; and

WHEREAS, on August 16, 2022, City and Vendor entered into a First Amendment to Agreement for Sale of Scrap Metal – Citywide (the "First Amendment") to modify the compensation terms from the Original Agreement and update the pricing for Iron and Steel; and

WHEREAS, on August 20, 2025, City and Vendor entered into a Second Amendment to Agreement for Sale of Scrap Metal – Citywide (the "Second Amendment") to renew the Original Agreement, as amended, for an additional one-year term from October 1, 2024 to September 30, 2025; and

WHEREAS, City and Vendor now desire to renew to the Original Agreement for an additional one (1) year term.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains inf full force and effect, except for those terms and conditions expressly amended by this Third Amendment.

   RENEWAL TERM. The Original Agreement is hereby renewed for an additional (1) one-year term beginning on **OCTOBER 1, 2025,** and terminating **SEPTEMBER 30, 2026**.

3. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Trademark Metals Recycling, LLC Attention: Clint Rice 2402 NW 6th Street Ocala, Florida 34475 Phone: 352-351-3383 E-mail: clint.rice@tmrecycling.com and legaldepartment@djj.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer

City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

4. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

5. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

6. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 10/23/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A5BAB8A8ED04F6...
William E. Sexton, Esq.
City Attorney

TRADEMARK METALS RECYCLING, LLC

DocuSigned by:
3E2716BD514649D...

By: Clint Rice
(Printed Name)

Title: VP Commercial
(Title)

Certificate Of Completion

Envelope Id: 461F87E6-E130-4534-9070-8349D7BEE60B
Status: Completed
Subject: SIGNATURE - Amendment 3 - Renewal - Citywide Scrap Metal (COO/210916)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/7/2025 1:34:09 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Clint Rice clint.rice@tmrecycling.com VP Commercial Security Level: Email, Account Authentication (None)	DocuSigned by: 3E2716BD514649D... Signature Adoption: Drawn on Device Using IP Address: 47.206.184.152	Sent: 10/7/2025 1:38:04 PM Viewed: 10/14/2025 2:02:23 PM Signed: 10/14/2025 2:02:47 PM
Electronic Record and Signature Disclosure: Accepted: 10/14/2025 2:02:23 PM ID: 844172c5-8f55-4682-ba97-c896b224f157		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/14/2025 2:02:48 PM Viewed: 10/23/2025 9:12:27 AM Signed: 10/23/2025 9:13:07 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 9:13:08 AM Viewed: 10/23/2025 10:49:29 AM Signed: 10/23/2025 10:49:35 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 10:49:36 AM Viewed: 10/23/2025 11:25:53 AM Signed: 10/23/2025 11:26:08 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/23/2025 11:25:52 AM ID: a0a9d371-d5e6-4ae7-993d-5d2c23d9932f		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Legal Department legaldepartment@djj.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/23/2025 11:26:10 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2025 1:38:04 PM
Certified Delivered	Security Checked	10/23/2025 11:25:53 AM
Signing Complete	Security Checked	10/23/2025 11:26:08 AM
Completed	Security Checked	10/23/2025 11:26:10 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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Award #: 3X257
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Ocala Fire Rescue

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

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contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

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provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager: (please print)
Name: Pat Feagle
Title: Battalion Chief of EM
Phone: 352-572-0389
Email: Pfeagle@ocalafl.gov

Chief Official (please print)
Name: Clint Welborn
Title: Fire Chief
Phone: 352-629-8306
Email: Cwelborn@ocalafl.gov

Financial Contact: (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Alternate Point-of- Contact (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Recipient's Vendor ID (FEID/EIN): 59-60000392

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Ocala (Ocala Fire Rescue)
Address 1: 3001 NE 21 St
Address 2:
City, State, Zip: Ocala, Florida 34471

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Award #: 3X257
CSFA: 71.092

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: 10/13/25

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Ocala Fire Rescue

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 10/10/25

Printed Name and Title: Clint Welborn, Fire Chief

*** If using a designee, sign the Chief Official Designee section below***

Recipient Chief Official Designee

DocuSigned by:
Signature: Peter Lee
5BB28E162F2E4C2...
Date: 10/21/2025

Printed Name and Title: Peter Lee City Manager

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signed by:
Signature: William E. Sexton, Esq.
4A55AB8A8ED04F3...
Date: 10/20/2025

Printed Name and Title: William E. Sexton, Esq. City Attorney

Signature: _____ Date: _____

Printed Name and Title: _____

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Appendix A – Drone Funding Request Form

Recipient: Ocala Fire Rescue **County:** Marion

1. Recipient Type (select all that apply):

   - [x] New Recipient (no funds received under this program)
   - [ ] Located in a fiscally constrained county
   - [ ] None of the above

2. How many drone pilots do you currently have on staff? 2

3. How many additional pilots are you seeking to train/certify? 2

4. How many compliant drones do you currently have in your fleet? 2

5. How many additional drones are you seeking with these funds? 2

   Based on your request, you are seeking an award amount of $ 50,000.00
   (max reimbursement of $25,000 per drone)

Provide any additional information we should consider when reviewing this request.

Ocala Fire Rescue is requesting the acquisition of two new drones to enhance our emregency response capabilities. These new assets will be integrated into our operations for every day response, special events, fire investigations/inspections, joint operations with our local law enforcement agencies and managing complex high-hazard incidents (IE: commercial structure fires, large-scale incidents, and Hazardous Materials response.) The drones are a critical tool for protecting our community and our first responders by providing essential information before they are placed in harm's way. The two drones we currently possess-generously donated by Florida Highway Patrol-are rapidly becoming unusable as the manufacturer has discontinued the model. In the short time we've had them, they have proven invaluable.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: Clint Welborn Digitally signed by Clint Welborn Date: 2025.10.10 09:07:11 -04'00' **Date:** 10/10/25

Name/Title: Clint Welborn/Fire Chief

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase 2 drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of: $ 50,000.00

Authorized Official

Date 10/13/25

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Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

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Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

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Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

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be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

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Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

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Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

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Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

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submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Certificate Of Completion

Envelope Id: A959B9DE-4673-4CEE-85C1-2B737E85A761
Status: Completed
Subject: SIGNATURE - FDLE Drone Replacement Financial Assistance Agreement (OFR/260081)
Source Envelope:
Document Pages: 13
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/17/2025 2:11:49 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 2:13:18 PM Viewed: 10/20/2025 3:18:14 PM Signed: 10/20/2025 3:24:03 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 2a09:bac2:8dae:10f::1b:279 Signed using mobile	Sent: 10/20/2025 3:24:05 PM Viewed: 10/21/2025 7:03:39 AM Signed: 10/21/2025 7:03:59 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 2:13:18 PM
Certified Delivered	Security Checked	10/21/2025 7:03:39 AM
Signing Complete	Security Checked	10/21/2025 7:03:59 AM
Completed	Security Checked	10/21/2025 7:03:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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FIRST AMENDMENT TO AGREEMENT FOR SUBSTATION WEED CONTROL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT SUBSTATION WEED CONTROL SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CHEMPRO SERVICES, INC.,** a for-profit corporation duly organized in the state of Tennessee and authorized in the state of Florida (EIN: 20-1716061) ("Contractor").

WHEREAS, on May 1, 2024, City and Contractor entered into an Agreement for Substation Weed Control Services (the "Original Agreement"), City of Ocala Contract No. ELE/240557, for a term of three years from May 6, 2024, through May 5, 2027; and

WHEREAS, City and Contractor now desire to add a location to be serviced under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement as **Exhibit B – Price Proposal** is deleted in its entirety and replaced by Amended **Exhibit B – Price Proposal.**
4. **AMENDMENT TO EXHIBIT** The document attached to the Original Agreement as **Exhibit C – Substation Locations** is hereby deleted in its entirety and replaced with **Amended Exhibit C – Substation Locations.**
5. **COMPENSATION.** City shall pay Contractor a price not to exceed **TWENTY-FIVE THOUSAND, THREE HUNDRED NINETY AND NO/100 DOLLARS ($25,390)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
6. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

ChemPro Services, Inc.
Attention: Jamie Rauch
3311 Gulf Breeze Parkway
Gulf Breeze, Florida 32563
Phone: 877-221-9130
E-mail: jrauch@chemproservices.com

Docusign Envelope ID: FF93726A-B59E-4E90-A0E5-8E0A4C69A200

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
9. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this First Amendment on 10/24/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
By: William E. Sexton, Esq.
(Printed Name)
Title: City Attorney
(Title)

CHEMPRO SERVICES, INC.

DocuSigned by:
Jamie Rauch
956C6E38485B4AA...
By: Jamie Rauch
(Printed Name)
Title: Sales Manager
(Title)

Docusign Envelope ID: FF93726A-B59E-4E90-A0E5-8E0A4C69A200

ITEM	DESCRIPTION	EST QTY	UOM	UNIT COST	EXTENDED COST
1	Spring Application	3	YR	$5,520	$16,560
2	Fall Application	3	YR	$2,943	$8,830
			TOTAL:	**$25,390**	

Docusign Envelope ID: FF93726A-B59E-4E90-A0E5-8E0A4C69A200

SUBSTATION	ADDRESS	SQUARE FOOTAGE
AIRPORT	509 SW 49 AVE, 34474	53,312
BASELINE	950 NE 58 AVE, 34470	25,821
DEARMIN	2779 SE 36 AVE, 34471	104,409
DIXIE	3150 SE 1 AVE, 34471	21,384
ENZIAN	2300 NE 24 ST 34470	25,024
ERGLE	4255 NE 38 TR, 34470	109,416
MARICAMP	3116 SE MCMP, 34471	18,814
NORTH	1827 NE 7 AVE, 34470	44,148
NUBY'S	10678 NE CR 314, 34488	17,816
OCALA PALMS	5290 N US HWY 27, 34474	50,000
PADDOCK	2546 SW 27 AVE, 34474	23,320
RICHMOND	2171 NW 17 PL, 34475	25,258
RICHMOND # 2	1858 NW 31 ST, 34475	4,331
SHADY RD	471 SW 27 AVE, 34474	21,216
SHADY # 2	650 SW 27 AVE, 34474	4,256
SHARPES FERRY	670 NE 36 AVE, 34470	19,656
SHAW	3650 SW 42 ST, 34474	156,168
SILVER SPRINGS	3330 NE 55 AVE, 34470	28,057
WATER PLANT	1810 NE 36 AVE, 34470	25,821
WHITE	1101 SE 1 TR, 34471	28,057
EQUIPMENT AND WAREHOUSE YARD	1805 NE 30TH AVENUE, 34470	

Certificate Of Completion

Envelope Id: FF93726A-B59E-4E90-A0E5-8E0A4C69A200
Status: Completed
Subject: SIGNATURE: Amendment 1 - Substation Weed Control Services (ELE/240557)
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/6/2025 4:26:48 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Jamie Rauch jrauch@chemproservices.com Sales Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Jamie Rauch 956C6E38485B4AA... Signature Adoption: Pre-selected Style Using IP Address: 198.28.160.202	Sent: 10/6/2025 4:28:41 PM Viewed: 10/6/2025 4:36:50 PM Signed: 10/7/2025 1:00:05 PM
Electronic Record and Signature Disclosure: Accepted: 10/6/2025 4:36:50 PM ID: b4915558-9c46-419e-b04e-f9289d0e9a45		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/7/2025 1:00:07 PM Viewed: 10/23/2025 2:52:02 PM Signed: 10/23/2025 2:53:39 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 10/23/2025 2:53:40 PM Viewed: 10/24/2025 9:24:50 PM Signed: 10/24/2025 9:25:57 PM
Electronic Record and Signature Disclosure: Accepted: 10/24/2025 9:24:50 PM ID: ba55c1a9-16d5-4b3e-8c87-fad2b70787ae		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/24/2025 9:25:59 PM Viewed: 10/27/2025 8:34:24 AM Signed: 10/27/2025 8:34:37 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/27/2025 8:34:24 AM ID: 1be6c21b-0bad-4725-b281-44729cc7a5cf		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2025 4:28:41 PM
Certified Delivered	Security Checked	10/27/2025 8:34:24 AM
Signing Complete	Security Checked	10/27/2025 8:34:37 AM
Completed	Security Checked	10/27/2025 8:34:37 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: B3567CB1-89B4-41ED-9DE1-444F3039456B

CONTRACT# FAC/251029

THIS AGREEMENT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS.

COMMERCIAL DRYWOOD TERMITE RETREAT AGREEMENT

(Does Not Cover Native Subterranean or Formosan Termites)

Comprehensive/Conventional Treatment (DC)

1. **ORKIN LIMITED RENEWABLE DRYWOOD TERMITE RETREAT SERVICE ("Service")**
   - **A.** Orkin shall treat Customer's structure for Drywood termites using the treatment specified in the Treatment Report for:
     ☐ **prevention** ☐ **presumptive evidence** ☑ **control of Drywood Termites**
     This treatment does not include fumigation. Orkin does not guarantee that termites will never return to the treated structure ("Treated Premises"). If termites do return as indicated by evidence of a live Drywood termite infestation, Orkin will retreat that area. This Service does not provide for the repair of any damage to the structure or its contents caused by Drywood termites.
   - **B.** **This service shall expire one (1) year from the date of initial treatment; however, it may be renewed annually by payment of the renewal fee as set forth in Paragraph 3. Following the first year of service, either party may terminate the Service at the end of a service year by giving written notice at or before the end of a service year.**
   - **C.** Customer is required to make the Treated Premises accessible to Orkin for any inspections and treatments as Orkin deems necessary. This may include removing floor coverings, wall coverings and fixtures, for which the responsibility and costs rest exclusively with the Customer. If the Customer fails to comply with these obligations, Orkin may, at its option, terminate the Agreement.
   - **D.** **The Customer agrees to be solely responsible for maintaining the Treated Premises free from any conditions conducive to termite infestation ("Conditions Conducive," see paragraph 9 for explanation).** If any Condition Conducive exist but is not visible at the time of the execution of this Agreement, then Orkin shall not be responsible for treating or retreating areas of the Premises where termite activity resulted from such Condition Conducive. The Customer agrees to be solely responsible for identifying and correcting Conditions Conducive. This responsibility rests exclusively with the Customer, not with Orkin. The existence of any Condition Conducive shall relieve Orkin of responsibility for treating or retreating areas of the Premises where termite activity resulted from the Condition Conducive. In addition, the existence of a Condition Conducive that was not timely corrected will permit Orkin, at its sole discretion, to terminate the Agreement or to require Customer to purchase any additional treatment required.
   - **E.** Prior to making any structural modification or alteration (to include installation of spray foam insulation) or disturbing the soil in, adjacent to or under the Treated Premises, Customer must notify Orkin in writing and purchase any additional treatment required by the changes. The failure of Orkin to notice any such change does not release Customer from this obligation. If Customer fails to do so, Orkin will not be responsible for damages occurring after the modification, alteration or disturbance, and, at its option, Orkin may terminate the Agreement.
   - **F.** **Orkin is performing a service and expressly disclaims any guarantee of any kind, whether expressed or implied, for any injury or damage related to the service performed. Customer expressly releases Orkin from any claim for termite damage or repair.**
2. **OTHER INFESTATIONS:** Customer waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Formosan Termites, Native Subterranean Termites, Wood-boring Beetles or any other Wood Destroying Insects.
3. **RENEWAL:** To maintain the Service, Customer shall timely pay an annual renewal fee. The annual renewal will be $ **395**. Thereafter, Orkin shall have the right to increase the annual renewal fee by an amount not to exceed the consumer price index or by an amount not to exceed ten percent (10%), whichever is greater. If Orkin does not increase the Annual Renewal Payment in any one or more years, at any subsequent increase Orkin may cumulatively include any amount it would have been permitted to increase in that prior year or period of years.
4. **REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or once a year, if requested by Customer. An annual inspection will be made by Orkin if required by applicable State law or regulations. Any reinspection is separate from and independent of Customer's obligation to pay the annual renewal
5. **MEDIATION/ARBITRATION:** ***Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer, or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. The arbitrator's powers to conduct any arbitration proceeding under this agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any action or legal proceeding under any other agreement or involving any other premises, and will not proceed as a class action, private attorney general action or similar representative action. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: http://www.adr.org.***

   Customer Initials _____
6. **LIMITATION OF LIABILITY:** Customer expressly waives any claim for economic, compensatory, or consequential damages relating to the existence of termites or termite damage, including without limitation claims for increased costs, loss of use, business interruption, diminution of value, or any "stigma" damage due to the presence of termites or termite damages. The Customer acknowledges that Orkin is performing a service and except for any damage to the structure caused by Orkin in the performance of its services, Customer waives any claim for damages, including property damage. Customer agrees that under no circumstances shall Orkin be held liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be provided. **Nothing in this Agreement shall be construed as depriving the customer of remedies available under applicable state consumer protection laws.**
7. **LIMITED ASSIGNABILITY:** This Agreement is assignable to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; b) Orkin conducts, at its discretion, an inspection of the property, the results of which must be satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays any outstanding renewal fees.
8. **CHEMICAL INFORMATION WARNING**: Customer shall notify all persons on the premises that Orkin will be applying pesticides in and around the premises, and that virtually all pesticides have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or who has a medical condition affected by pesticides, then Customer shall so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.
9. **CONDITIONS CONDUCIVE:** Conditions Conducive include, but are not limited to: roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, spray foam insulation, and settlement of the foundation; other foam insulation, stucco construction, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) in contact with the ground, mulch, or other protective ground covering; and firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering in contact with structure.
10. **ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to paragraph 5, MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of paragraph 5 shall be deemed to be deleted from this Agreement.
11. **APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.
12. **FORCE MAJEURE: (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled, if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, pandemics, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.
13. **TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.
14. **MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES IF CUSTOMER CONTACTS ORKIN IN WRITING AT THE BRANCH ADDRESS BELOW WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES WILL RESULT IN CANCELLATION OF THIS AGREEMENT.**

CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

City Of Ocala — Customer
10/15/25 — Date
531 NE 1st Ave — Street Address (Treated Premises)
Ocala — City
Florida — State
34470 — Zip Code
(352) 844-6477 — Home Phone
(352) 844-6477 — Work Phone
County Name **Marion** Is this within the City Limits? ☐ Yes ☐ No

Billing Name (if different)
1805 NE 30th Ave — Billing Address (if different)
Ocala — City
FL — State
34470 — Zip Code

Type of structure to be treated **Brick Wood Frame Comm. Building**

1. Service Purchased:		
a. Initial Treatment Cost	$ 2,499.00	
b. Minus Adjustments	($ 0.00)	
c. Additional Renewal for 0 Years	$ 0.00	
Subtotal (sum a - b + c)		$ 2,499.00
2. Other Items:		
a. Sales Taxes	$ 0.00	
b. Other Fees	$ 0.00	
Subtotal (sum a + b)		$ 0.00
3. TOTAL: Price (sum 1 + 2)		$ 2,499.00
4. LESS: Down Payment		($)
5. Remaining Balance (3 minus 4)		$ 2,499.00

METHOD OF PAYMENT:
☐ FINANCED - See Separate Finance Agreement
☐ CASH
☐ CHECK # _____
☐ PAYMENT OPTION FORM
Unpaid Balance Must Be Financed or Due Upon Completion

Daniel Marshall — Inspector Name (PRINT)
7000057 — Employee ID # or Certification #
811 NE 16th St, STE 101 — Branch Street Address
(352) 812-9182 — Branch Telephone Number
Branch Manager's Signature
10/15/25 — Date
Ocala — City
Fl — State
34470 — Zip Code

Document signed by:
Ken Whitehead
5671F7FE38B94F4...
Customer's Signature
10/23/2025 — Date
10/15/25

AG1306POD (rev 5.23) Florida

OFFICE COPY

Customer Email: gcrews@ocalafl.gov

Please see page 2 of agreement for additional terms

Docusign Envelope ID: B3567CB1-89B4-41ED-9DE1-444F3039456B

PUBLIC RECORDS. Orkin shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Orkin shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 Orkin does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Orkin or keep and maintain public records required by the public agency to perform the service. If Orkin transfers all public records to the public agency upon completion of the contract, Orkin shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Orkin keeps and maintains public records upon completion of the contract, Orkin shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF ORKIN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ORKIN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

RG

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Ryan Geerd 10/15/25
Branch Manager's Signature Date

Certificate Of Completion

Envelope Id: B3567CB1-89B4-41ED-9DE1-444F3039456B
Status: Completed
Subject: FOR SIGNATURE - Orkin Drywood Termite Treatment Agreement - Ocala Union Station (FAC/251029)
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/22/2025 10:56:25 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/22/2025 10:58:34 AM Viewed: 10/23/2025 8:50:20 AM Signed: 10/23/2025 8:50:28 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:50:29 AM Viewed: 10/23/2025 11:10:19 AM Signed: 10/23/2025 11:12:08 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/22/2025 10:58:34 AM
Certified Delivered	Security Checked	10/23/2025 11:10:19 AM
Signing Complete	Security Checked	10/23/2025 11:12:08 AM
Completed	Security Checked	10/23/2025 11:12:08 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 49E41849-2951-4142-95C0-7A380B896727

CONTRACT# ITS/250995

PLURALSIGHT

SALES ORDER

Quote : Q-561369
Expires : 9/5/2025
Prepared By : Tom Johnson

Sold To	**Bill To**
City of Ocala	Christopher Ramos
110 SE Watula Ave	110 SE Watula Ave
Ocala, FL 34471	Ocala, FL 34471
United States	United States

One-time

Product Name	Quantity	List Price	Net Price	Total Price
SSO	1	USD 0.00	USD 0.00	USD 0.00
			One-time TOTAL:	USD 0.00

Product Name	Service Period	Quantity	List Price	Net Price	Total Price
Everything	9/1/25 - 8/31/26	15	USD 565.00	USD 508.50	USD 7,627.50
				TOTAL:	USD 7,627.50

Grand Total : USD 7,627.50

The Total Price set forth above is exclusive of applicable taxes. Pluralsight will include a separate charge for applicable taxes on the invoice issued to Customer.

This Sales Order is valid and binding on the parties when executed by both parties, and is subject to the additional terms referenced in Addendum A, attached below.

The parties' authorized signatories have executed this Sales Order effective as of Customer's date of signature below.

Customer Signature:	DocuSigned by: Christopher Watt 8C80B9F07388433...	**Pluralsight Signature:**	
Name:	Christopher Watt	**Name:**	Jon Diaz
Title:	Chief of Staff	**Title:**	Assistant General Counsel, Contracts
Date:	10/27/2025	**Date:**	8/6/2025

Invoicing Terms

Payment Terms:	Net 30
Billing Frequency:	Annual
Purchase Order Required:	
Purchase Order #:	
Billed via Customer Portal:	
Invoice Delivery Email:	cramos@ocalafl.gov
Initial here to confirm invoicing terms:	

Docusign Envelope ID: 49E41849-2951-4142-95C0-7A380B896727

Addendum A

Product Descriptions

The Everything package includes access to the Core Tech course library and all our domain-focused learning content, which includes the powerful cloud content and hands-on experiences from A Cloud Guru. The package includes video courses and hands-on learning labs across software development, IT ops, business and product management, cloud, security, AI and data.

The package also includes hands-on labs, paths, channels, course discussions, exercise files, mobile and TV apps, offline viewing, course completion certificates, learning checks, certification upload, Skill IQ, Role IQ, certification practice exams, cloud servers, instant terminal, cloud sandboxes, AI sandboxes, custom cloud sandboxes, customer support, license management, team management, role customization, priorities, advanced role analytics, advanced skills analytics, advanced channel analytics, trend analytics, and usage analytics.

Single Sign-On (SSO). This service establishes an integration between the Customer and Pluralsight, enabling Users to login to the Pluralsight Skills and/or Cloud Platform without the need for specific Pluralsight credentials. Pluralsight supports Single Sign-On (SSO) using SAML 2.0. It is the Customer's responsibility to handle the Identity Provider (IdP) aspect of this connection. The SAML specification is universally followed, supporting both Service Provider (SP) and IdP initiated linking as well as deep linking. Additionally, the Customer has the option to choose self-provisioning, which doesn't rely on SAML JIT functionality. The Customer may also request Pluralsight to configure criteria for user issuance and automate team and plan mapping. However, it is understood that any attributes provided through the SSO configuration are the sole responsibility of the Customer. Therefore, Pluralsight disclaims any liability associated with the alignment of these attributes.

SSO Service includes integration for one (1) IdP and includes any certification updates to facilitate Customer's use of Pluralsight during the Initial Term. Pluralsight will offer Customer support for Customer's configured SSO integration for the Initial Term of the underlying subscription Plan. In the event Customer desires; a) changes to the configured SSO integration after the Initial Term, or b) configuration(s) of additional integrations, Customer must purchase additional integration Services.

Terms & Conditions

This Sales Order is governed by the Pluralsight Terms of Use located at https://www.pluralsight.com/terms, unless Pluralsight and Customer have entered into, or subsequently enter into, a separate Master Services Agreement (MSA) or other master agreement, in which case such separate agreement will govern and entirely supersede the Terms of Use. Pluralsight objects to and rejects all additions, exceptions, or changes to the Terms of Use (or separate master agreement, if applicable), whether contained in any purchase order, RFP, RFQ, or other form received from Customer or elsewhere. The inclusion of a purchase order, RFP, RFQ, or other Customer number on this Sales Order or a Pluralsight invoice is for reference purposes only and is not an acceptance by Pluralsight of any terms or conditions contained therein or elsewhere. Fees paid or payable under this Sales Order are non-refundable and non-cancelable. The Customer's authorized signatory has executed this Sales Order as of the date listed above.

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Special Terms

No Automatic Renewal. Not withstanding anything to the contrary in the underlying Agreement, the parties agree that the subscriptions granted here under will not be automatically renewed, but will expire upon the completion of the Service Period set forth above.

Indemnification by Customer. Customer shall not be required to indemnify Pluralsight except in accordance with federal statute that expressly permits such indemnification.

Governing Law. These Enterprise Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Florida, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state and local courts in the State of Florida in connection with any action arising out of or in connection with these Enterprise Terms.

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.

City Attorney

Certificate Of Completion

Envelope Id: 49E41849-2951-4142-95C0-7A380B896727
Status: Completed
Subject: SIGNATURE - Pluralsight Quote with Terms and Conditions (ITS/250995)
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

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plewis@ocalafl.org
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Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 8:08:27 AM Viewed: 10/23/2025 8:56:27 AM Signed: 10/23/2025 8:57:11 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)	DocuSigned by: Christopher Watt 8C80B9F07388433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:57:12 AM Viewed: 10/27/2025 6:58:34 AM Signed: 10/27/2025 6:59:12 AM
Electronic Record and Signature Disclosure: Accepted: 10/27/2025 6:58:34 AM ID: 43e57c9f-9824-4f60-8438-a69f2d9f4d28		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
City Attorney's Office cityattorney@ocalafl.gov City of Ocala Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/27/2025 6:59:13 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Christopher Ramos cramos@ocalafl.gov Director of Information Technology City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/27/2025 6:59:14 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 1:47:22 PM
Envelope Updated	Security Checked	10/20/2025 8:08:26 AM
Envelope Updated	Security Checked	10/20/2025 8:08:26 AM
Envelope Updated	Security Checked	10/20/2025 8:08:26 AM
Envelope Updated	Security Checked	10/20/2025 8:08:26 AM
Envelope Updated	Security Checked	10/20/2025 8:08:26 AM
Certified Delivered	Security Checked	10/27/2025 6:58:34 AM
Signing Complete	Security Checked	10/27/2025 6:59:12 AM
Completed	Security Checked	10/27/2025 6:59:14 AM

Payment Events	Status	Timestamps

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All notices and disclosures will be sent to you electronically

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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CONTRACT# 230625

CITY OF OCALA
CONTRACT WORK ORDER

WORK ORDER NUMBER # GRM26-001

EFFECTIVE DATE: October 27, 2025

DS
DR
Contract Manager
Approval/Initials

Project Title: 2050 Vision Plan

To: *Kimley-Horn & Associates*
101 East Silver Springs Boulevard
Ocala, FL 34471

Attn: *Ali Palmer*

FUNDING SOURCE: General Fund

EXPENDITURE ACCOUNT NUMBER: 001-016-061-515-51-31010

In accordance with your executed City Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$51,040.**

Requested By: _____ **Date:** 10-17-25
Department Director

DocuSigned by:
Approved By: Peter Lee **Date:** 10/23/2025
5B2[illegible]
Deputy/Assistant City Manager

Docusign Envelope ID: 64DC5445-AAF2-4BCD-9233-D137C9EDC632

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 2025-01

Describing a specific agreement between **Kimley-Horn and Associates, Inc.** (the Consultant), and **The City of Ocala** (the City) in accordance with the terms of the Professional Planning Services – 2050 Vision Agreement Contract Number GRM/230625 for Continuing Professional Services dated December 12, 2023, which is incorporated herein by reference.

Identification of Project:

Project Name: Ocala Vision 2050

KH Project Manager: Ali Palmer

PROJECT UNDERSTANDING

This Individual Project Order Number 2025-01 is intended as the next task order for the ongoing Ocala Vision 2050 project and is structured to serve as the final scope of work required to complete the project. Accordingly, this task order represents the continuation and culmination of the previous work, ensuring that all outstanding project requirements are addressed for the Vision 2050 project and that the project will be completed upon fulfillment of this scope.

SCOPE OF SERVICES

Task 1 – Client Workshop

A. Kimley-Horn will participate in an in-person one day workshop with the City to review revisions to the Vision 2050 document prepared by Kimley-Horn and provided to the City in June 2025 under the prior IPO. Up to three Kimley-Horn professionals will attend the workshop for up to eight hours to discuss the proposed changes. The meeting date will be jointly coordinated at least three business days prior to the scheduled meeting.

B. Following the meeting, the Consultant will submit summarized meeting notes to confirm the proposed revisions to Vision 2050 before proceeding to Task 2.

Task 2 – Vision 2050 Revision

A. Kimley-Horn will update the latest draft of the Vision 2050 document (provided to the City in June 2025) to incorporate the revisions provided during the Client Workshop under Task 1. These revisions will include substantial revisions to the layout and narrative flow, modifications to the existing maps and graphics, as well as design and integration of new maps, graphics and photographic images. The document format will be modified from 8.5x11 landscape page to 11x17 landscape page.

B. Kimley-Horn will make up to one substantial revision to the current draft of the Vision 2050 Plan (requiring two weeks of effort or less) and up to two minor revisions based on additional City comments, requiring two days of effort or less. The City will provide new photographs to be included in the document. This revision will also include modification to the following:

1) Maps – Kimley-Horn will update each of the five Focus Area maps in the Vision 2050 document based on the updated actions and strategies discussed during the Workshop. The master focus area map will also be revised to incorporate any boundary adjustments to the focus areas. Additionally, Kimley-Horn will develop up to four new "heat maps" (one for each focus area) to show the approximate locations of catalytic sites. All map revisions

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will be based on finalized and combined markups, along with basemap data (ArcMap files) supplied by the City. The updated and new maps will be delivered to the City in both ArcGIS and PDF formats. Kimley-Horn will provide up to two minor revisions based on City feedback, each requiring one day of effort or less.

2) Graphics – Kimley-Horn will generate up to five graphics, with one graphic dedicated to each focus area, to visually represent the key strategies or actions associated with those areas. These graphics may use images provided by the City including photographs or, where appropriate, images from the Consultant's own graphic library. Kimley-Horn will perform up to two minor revisions to the graphics based on feedback from the City, with each revision requiring one day of effort or less.

C. Once the revisions in this task have been completed as described, Kimley-Horn will deliver the final draft of the Vision 2050 document to the City in Adobe PDF format, print-ready in both 8.5x11 and 11x17 format.

SCHEDULE

Kimley-Horn will provide the Scope of Services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEES AND EXPENSES

Kimley-Horn will perform the Scope of Services in Tasks 1 and 2 for the lump sum fees detailed below. Individual task amounts are informational only.

TASK DESCRIPTION	LUMP SUM FEE
Task 1 – Client Workshop	$7,938.00
Task 2 – Vision 2050 Revision	$43,102.00
Total Lump Sum Fees:	***$51,040.00***

Services provided under this task will be invoiced on a monthly basis. All invoices will include a description of the services provided. Approval from the City shall be required for all invoiced travel expenses and meetings.

ACCEPTED:

THE CITY OF OCALA, FLORIDA

DocuSigned by:
BY: Peter Lee
5BB28E162F2E4C2...

TITLE: City Manager

DATE: 10/23/2025

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Amber L Gartner, PE

TITLE: Vice President

DATE: October 15, 2025

G:\New Business\Public Sector\City of Ocala\2025\AP\2025-01_Ocala Vision 2050.docx

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: VISION 2050
CLIENT: CITY OF OCALA
KHA PM: ALI PALMER
BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES

		DIRECT LABOR (MAN-HOURS)								
		Analyst	Designer	Professional	Senior Professional	Project Manager	Principal	LABOR HOURS	SUB ($)	LABOR TOTAL
NO.	DESCRIPTION	$128.00	$154.00	$179.00	$221.00	$258.00	$325.00			
1.0	CLIENT WORKSHOP	18	16			12		46.0		$ 7,864.00
2.0	VISION 2050 REVISION	70			8	20		98.0		$ 15,888.00
2.A	2 MINOR REVISIONS	41	19			10		70.0		$ 10,754.00
2.B.1	MAPS		50			2		52.0		$ 8,216.00
2.B.2	GRAPHICS		30		8	2		40.0		$ 6,904.00
2.C	FINAL DELIVERABLE	11						11.0		$ 1,408.00
								SUB TOTAL:	**$ -**	**$ 51,034.00**
								GRAND TOTAL:	**$**	**51,034.00**

Docusign Envelope ID: 64DC5445-AAF2-4BCD-9233-D137C9EDC632

Certificate Of Completion

Envelope Id: 64DC5445-AAF2-4BCD-9233-D137C9EDC632
Status: Completed
Subject: SIGNATURE: TWO #26-01 - Vision 2050 - Kimley-Horn & Associates (GRM/230625)
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

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plewis@ocalafl.org
Location: DocuSign

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Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Daphne Robinson drobinson@ocalafl.org Contracting Officer Security Level: Email, Account Authentication (None)	DS DR Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 2:25:44 PM Viewed: 10/23/2025 9:23:16 AM Signed: 10/23/2025 9:23:30 AM
Electronic Record and Signature Disclosure: Accepted: 10/23/2025 9:23:16 AM ID: b40fecfb-9ed8-45db-babb-978f49f247f7		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 9:23:36 AM Viewed: 10/23/2025 10:50:35 AM Signed: 10/23/2025 10:50:44 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/20/2025 2:25:44 PM
Certified Delivered	Security Checked	10/23/2025 10:50:35 AM
Signing Complete	Security Checked	10/23/2025 10:50:44 AM
Completed	Security Checked	10/23/2025 10:50:44 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

CITY OF OCALA CONTINUING PROFESSIONAL SERVICES CONTRACT WORK ORDER

WORK ORDER NUMBER # 13

EFFECTIVE DATE:

Contract Manager Approval / Initials: DS DR

Project Title: Appraisal of Fair Market Rent

To: *McFarland-Johnson, Inc.*
49 Court Street
Suite 240
Binghamton, NY 13901

Attn:

FUNDING SOURCE: 451-099-999-542-81-99800

EXPENDITURE ACCOUNT NUMBER: 451-027-720-542-54-31010

In accordance with the executed City Council Agreement # AIR/220118, you are hereby authorized to commence the work outlined in the attached Scope of Services labeled Exhibit "A", the Fee Proposal labeled Exhibit "B." The approved work order amount shall be a Lump Sum amount of $10,408.00. Completion time for the work shall be as stipulated by the Airport Director. An expiration of the Master Agreement, through no fault of either party, shall not relieve the Consultant of their obligation for completing the tasks identified herein to the satisfaction of the City.

Requested By: DocuSigned by: Matt Grow 114C27B1772C464... **Date:** 10/1/2025
Originating Department Director

Approved By: DocuSigned by: Peter Lee 5BB28B... **Date:** 10/15/2025
Deputy or Assistant City Manager

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

SCOPE OF SERVICES

APPRAISAL OF FAIR MARKET RENT

OCALA INTERNATIONAL AIRPORT

September 2025

PROJECT OVERVIEW

Ocala International Airport (OCF) (CLIENT) has requested McFarland-Johnson, Inc. (MJ) provide appraisals for fair market rent for the following:

1. Aeronautical Land and Terminal Office Space at the Ocala International Airport (OCF), Ocala, Marion County, Florida
2. Flying Legends Hangar at the Ocala International Airport (OCF), 2000 SW 60 Avenue, Ocala, Marion County, Florida

Appraisal services will be provided by Slack, Johnston, Magenheimer – Real Estate Appraisers & Consultants will project management led by McFarland-Johnson, Inc.

SCOPE OF WORK

The scope of the appraisals will be limited to estimates of the annual fair market rent for the aeronautical land and terminal office space and Flying Legends Hangar at OCF. The appraisals will estimate the fair market annual rent per square foot for the property based on a comparison with other rental rates for similar aeronautical properties within the competitive market area (general aviation airports in Florida) consistent with the definition of market rent. Our analysis will consider all relevant approaches to value and will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The analysis will be completed subject to the attached standard assumptions and limiting conditions. If, in the process of preparation of the analysis, additional assumptions and limiting conditions are required, OCF will be notified.

ASSUMPTIONS/EXLUSIONS

- If attendance at city or airport meetings is required after completion of the report, we would reserve the right to invoice for meeting and travel time at an hourly rate of $300.
- If the city or airport should become involved in litigation in which the appraisal is in issue, and we are required to spend time in hearings, depositions, trial, traveling, etc., the airport shall be responsible for our time involved in those proceedings based on an hourly rate of $300 per hour.

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

PROJECT SCHEDULE/DELIVERABLES

The deliverables will include two original copies and one .pdf copy of each report. The reports will be furnished within approximately four weeks after a notice to proceed/work order.

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

EXHIBIT B

Appraisla for Fair Market Rent

City of Ocala/Ocala International Airport

9/29/2025

FEE SUMMARY

McFarland Johnson

	SERVICES	
1. DIRECT TECHNICAL LABOR	**$2,158.00**	
2. DIRECT EXPENSES	**$0.00**	
3. SUBCONSULTANT COSTS		
SJM - Aeronautical Land and Terminal Office Space	$4,750	
SJM - Flying Legends Hangar	$3,500	
4. TOTAL FEE ESTIMATE	**$10,408.00**	
5. TOTAL LUMP SUM FEE FOR ALL SERVICES		**$10,408**

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

T-Hangar Taxilane Rehabilitation

City of Ocala/Ocala International Airport

		93.74	96.26	83	65	61.14	51.2	41.8	35.44	35.44	49.4	40.04	29	18.5	52.32	47.62	40.04	
ESTIMATED HOURS																		
		HOURS BY CLASSIFICATION																
		VP	DD	SPM	SPE	PE	SE	AE	JEP1	JEP2	TS	ST	AT	JT	RI	SI	I	SUM
		$304.66	$312.85	$269.75	$211.25	$198.71	$166.40	$135.85	$115.18	######	$160.55	$130.13	$94.25	$60.13	$170.04	$154.77	$130.13	
PHASE/TASK	**DESCRIPTION**																	
Task 1	Project Management	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	8

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SLACK
JOHNSTON
MAGENHEIMER
REAL ESTATE APPRAISERS & CONSULTANTS

ANDREW H. MAGENHEIMER, MAI
CERT. GEN. RZ1073

THEODORE W. SLACK, MAI
(1902 - 1992)
THEODORE C. SLACK, MAI
(1931 - 2015)
SUE BARRETT SLACK, MAI
(RETIRED)

September 8, 2025

Robert Overby
McFarland Johnson, Inc.
49 Court Street, Suite 240
Binghamton, New York 13902

RE: Valuation Service Request – Appraisal of Fair Market Rent for Aeronautical Land and Terminal Office Space at the Ocala International Airport (OCF), Ocala, Marion County, Florida

Dear Mr. Overby:

We are in receipt of your request for an appraisal of the above referenced property. It is our understanding that the intended use of the analysis is to assist McFarland Johnson, Inc. (MJI) and their client, the Ocala International Airport (OCF), in negotiating future leases, as well as adjusting current leases in establishing annual fair market rent for the property. The client will be McFarland Johnson, Inc. (MJI) and the appraisals will be addressed to Matthew Grow, Airport Director, Ocala International Airport. The intended users will be MJI, OCF and the City of Ocala. This will serve as our engagement contract for an appraisal regarding the real property referenced above.

Slack, Johnston & Magenheimer, Inc. (SJM) has been involved in real estate appraising and consulting for over 60 years in Florida. Our firm provides a wide range of valuation services concerning all forms of commercial, industrial and residential real estate, as well as aviation and related uses. We have an on-going consulting contract with the Miami-Dade County Aviation Department related to estimating fair annual rental rates at their three general aviation airports. Overall, we have completed valuation assignments at over 60 airports. Please refer to the attached airport list. Based on our experience, we feel qualified to assist MJI and OCF with their appraisal and consulting needs.

As discussed, the scope of the appraisal will be limited to estimates of the annual fair market rent for the aeronautical land and terminal office space at OCF. The appraisal will estimate the fair market annual rent per square foot for the property based on a comparison with other rental rates for similar aeronautical properties within the competitive market area (general aviation airports in Florida) consistent with the definition of market rent. Our analysis will consider all relevant approaches to value and will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The analysis will be completed subject to the attached standard assumptions and limiting conditions. If, in the process of preparation of the analysis, additional assumptions and limiting conditions are required, we will notify you accordingly.

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

We are available to prepare the appraisals, limited in scope as described above, in a narrative report format for a fee of $4,750 (19.0 hours @ $250/hr.). The deliverables will include two original copies and one .pdf copy of each report. The reports will be furnished within approximately four weeks after a notice to proceed/work order. In order to start the process, we require a notice to proceed/work order. The fee will be due upon completion and delivery of the reports.

In addition to the fee, if attendance at city or airport meetings is required after completion of the report, we would reserve the right to invoice for meeting and travel time at an hourly rate of $300. In addition, if the city or airport should become involved in litigation in which the appraisal is in issue, and we are required to spend time in hearings, depositions, trial, traveling, etc., the airport shall be responsible for our time involved in those proceedings based on an hourly rate of $300 per hour. This contingency rarely occurs, and we don't anticipate that it will not with reference to this assignment.

If the above stated terms are acceptable, please issue a work order. Thank you for considering Slack, Johnston & Magenheimer for your appraisal and consulting needs in Florida. We appreciate the opportunity to be of service and look forward to working with you.

Sincerely,

SLACK, JOHNSTON & MAGENHEIMER, INC.

Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073

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Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

Standard Information Request, If Available

1. Copy of the survey with legal description.
2. Copy of the site plan.
3. Contact name and phone number to schedule a property visit.
4. Copy of the insurance policy reflecting the coverage term and annual premium.
5. Copy of leases and any amendments.
6. Copy of any prior appraisals prepared for the property.
7. Copy of offering material for the property, if currently on the market for sale.
8. Copy of any letters of intent or pending leases.

Slack, Johnston & Magenheimer, Inc. - Airport Experience

Commercial Service Airports

Miami International (MIA)
Ft. Lauderdale-Hollywood International (FLL)
Palm Beach International (PBI)
Orlando International (MCO)
Orlando Sanford International Airport (SFB)
Tampa International (TPA)
Jacksonville International (JAX)
Sarasota-Bradenton International (SRQ)
Punta Gorda (PGD)
Tallahassee International (TLH)
Pensacola International (PNS)
Memphis International (MEM)
Key West International (EYW)
Aspen-Pitkin County (ASE)

General Aviation Airports

Miami Executive (TMB)
Miami Opa Locka Executive (OPF)
Miami Homestead General Aviation (X51)
Dade-Collier Training and Transition (TNT)
Opa Locka West (formerly X46)
North Perry (HWO)
Ft. Lauderdale Executive (FXE)
Pompano Beach Airpark (PMP)
Boca Raton (BCT)
Lantana (LNA)
Pahokee (PHK)
Palm Beach North County (F45)
Merritt Island (COI)
Space Coast Regional (TIX)
Arthur Dunn (X21)
Treasure Coast International (FPR)

General Aviation Airports

Jacksonville Executive (CRG)
Herlong Recreational (HEG)
Cecil (VQQ)
Lake City (LCQ)
Ocala International (OCF)
Inverness (INV)
Crystal River (CGC)
Orlando Executive (ORL)
Brooksville/Tampa Bay Regional (BKV)
Clearwater Airpark (CLW)
Zephyrhills (ZPH)
Tampa Executive (VDB)
Plant City (PCM)
Peter O. Knight (TPF)
Sebring (SEB)
Venice Municipal (VNC)
Florida Keys Marathon (MTH)
Naples (APF)
Leesburg (LEE)
Bob Sikes (CEW)
Destin Executive (DTS)
Peter Prince (2R4)
Page Field (FMY)
New Smyrna Beach (EVB)
Fernandina Beach Municipal (FHB)
Northeast Florida Regional (SGJ)
Ormond Beach Municipal (OMN)
Witham Field (SUA)
Marco Island Executive (MKY)
Immokalee Regional (IMM)
Everglades Airpark (X01)
Winter Haven Regional (GIF)

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ASSUMPTIONS AND LIMITING CONDITIONS

The assignment is subject to the following assumptions and limiting conditions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. No legal opinion related to a title search was provided and all existing liens and encumbrances, including deed restrictions and developers agreements, have not been investigated unless otherwise stated. The property is appraised as though free and clear.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others has been gathered from sources deemed to be reliable, however, no warranty is given for its accuracy.
5. All engineering and surveying is assumed to be correct. Any sketches, plats, or drawings included in this report are included to assist the reader in visualizing the property. We have made no survey of the property, and assume no responsibility in connection with such matters.
6. It is assumed that there are no hidden or inapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for unusual soil conditions and no opinion as to these matters is to be inferred or construed from the attached report other than those specifically stated in the report. Unless stated otherwise, the soil conditions of the subject property are assumed to be adequate to support development utilizing conventional construction techniques. We recommend the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Any proposed or partially completed improvements included in this report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
12. Our estimates of future values were formulated based upon market conditions as of the date of appraisal, considerate of future projections concerning supply and demand. The appraiser has no responsibility for significant events that alter market conditions subsequent to the effective date or dates of appraisal.
13. This study is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Publication of this report or any portion thereof without the written consent of the appraiser is not permitted.
14. The appraiser, by reason of this report, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
15. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser. The use of this report in any public offering or syndication document is specifically prohibited.
16. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. It is recommended that the client retain an expert in this field, if needed.
17. Disclosure of the contents of this report by the appraiser is controlled by the Appraisal Institute of which one or more signatures of this report is an MAI member and by the Florida Department of Professional Regulation, Division of Appraisal State Certification. The analysis and value conclusions, as well as non-public information about the subject property, are confidential matters and cannot be divulged to any persons other than the party for whom the report is prepared. Exceptions to this confidentiality provision are requests by committees of the Appraisal Institute or the Florida Department of Professional Regulations for peer review, and subpoenas by any court having jurisdiction to request production of the report.
18. Acceptance or use of this report constitutes acceptance of the preceding conditions.

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

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REAL ESTATE APPRAISERS & CONSULTANTS

ANDREW H. MAGENHEIMER, MAI
CERT. GEN. RZ1073

THEODORE W. SLACK, MAI
(1902 - 1992)
THEODORE C. SLACK, MAI
(1931 - 2015)
SUE BARRETT SLACK, MAI
(RETIRED)

September 8, 2025

Robert Overby
McFarland Johnson, Inc.
49 Court Street, Suite 240
Binghamton, New York 13902

RE: Valuation Service Request – Appraisal of Fair Market Rent for Flying Legends Hangar at the Ocala International Airport (OCF), 2000 SW 60 Avenue, Ocala, Marion County, Florida

Dear Mr. Overby:

We are in receipt of your request for an appraisal of the above referenced property. It is our understanding that the intended use of the analysis is to assist McFarland Johnson, Inc. (MJI) and their client, the Ocala International Airport (OCF), in negotiating a future lease, as well as adjusting current a lease in establishing annual fair market rent for the property. The client will be McFarland Johnson, Inc. (MJI) and the appraisals will be addressed to Matthew Grow, Airport Director, Ocala International Airport. The intended users will be MJI, OCF and the City of Ocala. This will serve as our engagement contract for an appraisal regarding the real property referenced above.

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As discussed, the scope of the appraisal will be limited to estimates of the annual fair market rent for the Flying Legends hangar at OCF. The appraisal will estimate the fair market annual rent per square foot for the property based on a comparison with other rental rates for similar aeronautical properties within the competitive market area (general aviation airports in Florida) consistent with the definition of market rent. Our analysis will consider all relevant approaches to value and will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The analysis will be completed subject to the attached standard assumptions and limiting conditions. If, in the process of preparation of the analysis, additional assumptions and limiting conditions are required, we will notify you accordingly.

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Sincerely,

SLACK, JOHNSTON & MAGENHEIMER, INC.

Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073

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Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

Standard Information Request, If Available

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7. Copy of offering material for the property, if currently on the market for sale.
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Slack, Johnston & Magenheimer, Inc. - Airport Experience

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Palm Beach International (PBI)
Orlando International (MCO)
Orlando Sanford International Airport (SFB)
Tampa International (TPA)
Jacksonville International (JAX)
Sarasota-Bradenton International (SRQ)
Punta Gorda (PGD)
Tallahassee International (TLH)
Pensacola International (PNS)
Memphis International (MEM)
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Miami Homestead General Aviation (X51)
Dade-Collier Training and Transition (TNT)
Opa Locka West (formerly X46)
North Perry (HWO)
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Boca Raton (BCT)
Lantana (LNA)
Pahokee (PHK)
Palm Beach North County (F45)
Merritt Island (COI)
Space Coast Regional (TIX)
Arthur Dunn (X21)
Treasure Coast International (FPR)

General Aviation Airports

Jacksonville Executive (CRG)
Herlong Recreational (HEG)
Cecil (VQQ)
Lake City (LCQ)
Ocala International (OCF)
Inverness (INV)
Crystal River (CGC)
Orlando Executive (ORL)
Brooksville/Tampa Bay Regional (BKV)
Clearwater Airpark (CLW)
Zephyrhills (ZPH)
Tampa Executive (VDB)
Plant City (PCM)
Peter O. Knight (TPF)
Sebring (SEB)
Venice Municipal (VNC)
Florida Keys Marathon (MTH)
Naples (APF)
Leesburg (LEE)
Bob Sikes (CEW)
Destin Executive (DTS)
Peter Prince (2R4)
Page Field (FMY)
New Smyrna Beach (EVB)
Fernandina Beach Municipal (FHB)
Northeast Florida Regional (SGJ)
Ormond Beach Municipal (OMN)
Witham Field (SUA)
Marco Island Executive (MKY)
Immokalee Regional (IMM)
Everglades Airpark (X01)
Winter Haven Regional (GIF)

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

ASSUMPTIONS AND LIMITING CONDITIONS

The assignment is subject to the following assumptions and limiting conditions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. No legal opinion related to a title search was provided and all existing liens and encumbrances, including deed restrictions and developers agreements, have not been investigated unless otherwise stated. The property is appraised as though free and clear.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others has been gathered from sources deemed to be reliable, however, no warranty is given for its accuracy.
5. All engineering and surveying is assumed to be correct. Any sketches, plats, or drawings included in this report are included to assist the reader in visualizing the property. We have made no survey of the property, and assume no responsibility in connection with such matters.
6. It is assumed that there are no hidden or inapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for unusual soil conditions and no opinion as to these matters is to be inferred or construed from the attached report other than those specifically stated in the report. Unless stated otherwise, the soil conditions of the subject property are assumed to be adequate to support development utilizing conventional construction techniques. We recommend the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Any proposed or partially completed improvements included in this report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
12. Our estimates of future values were formulated based upon market conditions as of the date of appraisal, considerate of future projections concerning supply and demand. The appraiser has no responsibility for significant events that alter market conditions subsequent to the effective date or dates of appraisal.
13. This study is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Publication of this report or any portion thereof without the written consent of the appraiser is not permitted.
14. The appraiser, by reason of this report, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
15. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser. The use of this report in any public offering or syndication document is specifically prohibited.
16. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. It is recommended that the client retain an expert in this field, if needed.
17. Disclosure of the contents of this report by the appraiser is controlled by the Appraisal Institute of which one or more signatures of this report is an MAI member and by the Florida Department of Professional Regulation, Division of Appraisal State Certification. The analysis and value conclusions, as well as non-public information about the subject property, are confidential matters and cannot be divulged to any persons other than the party for whom the report is prepared. Exceptions to this confidentiality provision are requests by committees of the Appraisal Institute or the Florida Department of Professional Regulations for peer review, and subpoenas by any court having jurisdiction to request production of the report.
18. Acceptance or use of this report constitutes acceptance of the preceding conditions.

Certificate Of Completion

Envelope Id: 67D84EC1-136A-4A56-AAE5-D9850CC1660F
Status: Completed
Subject: SIGNATURE: TWO #13 - Airport Property Appraisal (AIR/220118)
Source Envelope:
Document Pages: 13
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/1/2025 2:56:36 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Matt Grow mgrow@ocalafl.org Director, Ocala International Airport City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Matt Grow 114C27B1770C464... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/1/2025 3:10:16 PM Viewed: 10/1/2025 3:11:56 PM Signed: 10/1/2025 3:12:07 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Daphne Robinson drobinson@ocalafl.org Contracting Officer Security Level: Email, Account Authentication (None)	DS DR Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/1/2025 3:12:08 PM Viewed: 10/7/2025 3:09:39 PM Signed: 10/7/2025 3:10:06 PM
Electronic Record and Signature Disclosure: Accepted: 10/7/2025 3:09:39 PM ID: 9e289b28-da22-4d93-9a47-f32bf6136a64		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/7/2025 3:10:07 PM Viewed: 10/15/2025 4:41:41 PM Signed: 10/15/2025 4:42:02 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/1/2025 3:10:16 PM
Certified Delivered	Security Checked	10/15/2025 4:41:41 PM
Signing Complete	Security Checked	10/15/2025 4:42:02 PM
Completed	Security Checked	10/15/2025 4:42:02 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: F9C8CEB2-B8A1-4471-B1CF-834BE1CEEBF6

FIFTH AMENDMENT TO COMMUNITY GARDEN LEASE

THIS FIFTH AMENDMENT TO COMMUNITY GARDEN LEASE ("Fifth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("Tenant" or "City") and **RANA, LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 20-5549375) ("Landlord").

WHEREAS, on September 15, 2015, City and Landlord entered into a Community Garden Lease (the "Original Agreement"), City of Ocala Contract Number: REC/15-077, for a term of (2) years beginning on September 15, 2015, and ending September 15, 2017; and

WHEREAS, on September 16, 2017, City and Landlord entered into a First Amendment to Community Garden Lease (the "First Amendment") extending the Original Agreement for an additional two-year (2-year) term beginning September 16, 2017, and ending September 15, 2019; and

WHEREAS, on September 16, 2019, City and Landlord entered into a Second Amendment to Community Garden Lease (the "Second Amendment") extending the Original Agreement, as amended, for an additional two-year (2-year) term beginning September 16, 2019, and ending September 15, 2021; and

WHEREAS, On September 16, 2021, City and Landlord entered into a Third Amendment to Community Garden Lease (the "Third Amendment") extending the Original Agreement, as amended, for an additional two- year (2-year) term beginning September 16, 2021, and ending September 15, 2023; and

WHEREAS, On June 3, 2024, City and Landlord entered into a Fourth Amendment to Community Garden Lease (the "Fourth Amendment") extending the Original Agreement, as amended, for an additional two- year (2-year) term beginning September 16, 2023, and ending September 15, 2025; and

WHEREAS, City and Landlord now desire to extend the Original Agreement, as amended, for an additional two-year (2-year) period.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Landlord agree as follows:

1. **RECITALS**. City and Landlord hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Landlord, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fifth Amendment.
3. **RENEWAL TERM**. This Original Agreement is hereby renewed for an additional **TWO (2) YEARS** beginning **SEPTEMBER 16, 2025,** and terminating **SEPTEMBER 15, 2027**.
4. **NOTICES.** All notices, certifications or communications required by this Fifth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Landlord :	Rana, LLC Attention: Rasein Okab 2709 SE 25th Court Ocala, Florida 34471 Phone: 352-804-7884 E-mail: raokab@hotmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Fifth Amendment may be executed in counterparts, each of which shall be original and all of which shall constitute the same instrument.

6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Fifth Amendment . Further, a duplicate or copy of the Fifth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fifth Amendment for all purposes.

7. **LEGAL AUTHORITY**. Each person signing this Fifth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Fifth Amendment .

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

OCALA

CONTRACT# REC/240573

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on 10/21/2025.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

By: William E. Sexton, Esq.
(Printed Name)

Title: City Attorney

RANA, LLC

By: Rasem Okab
(Printed Name)

Title: Manager
(Title)

docusign

Certificate Of Completion

Envelope Id: F9C8CEB2-B8A1-4471-B1CF-834BE1CEEBF6
Status: Completed
Subject: FOR SIGNATURE - Fifth Amendment to Community Garden Lease (REC/240573)
Source Envelope:
Document Pages: 3
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
9/16/2025 12:20:34 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55ABBABED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 10:57:43 AM Viewed: 10/20/2025 3:04:09 PM Signed: 10/20/2025 3:04:24 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 3:04:25 PM Viewed: 10/21/2025 2:06:49 PM Signed: 10/21/2025 2:07:37 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C26E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/21/2025 2:07:39 PM Viewed: 10/21/2025 2:56:46 PM Signed: 10/21/2025 2:57:04 PM
Electronic Record and Signature Disclosure: Accepted: 10/21/2025 2:56:46 PM ID: 2463b6c8-0bae-4a70-b958-c97a297ce7b8		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	9/16/2025 12:55:58 PM
Envelope Updated	Security Checked	10/8/2025 2:27:40 PM
Envelope Updated	Security Checked	10/8/2025 2:27:40 PM
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Envelope Updated	Security Checked	10/8/2025 2:27:40 PM
Envelope Updated	Security Checked	10/20/2025 10:57:43 AM
Certified Delivered	Security Checked	10/21/2025 2:56:46 PM
Signing Complete	Security Checked	10/21/2025 2:57:04 PM
Completed	Security Checked	10/21/2025 2:57:04 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

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To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 793420CE-B973-4D2D-80ED-CEEC8094B522

AGREEMENT FOR BIENNIAL ASSESSMENT AUDIT – WATER QUALITY LABORATORY

THIS AGREEMENT FOR BIENNIAL ASSESSMENT AUDIT – WATER QUALITY LABORATORY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **RED RIVER SCIENTIFIC, LLC,** a foreign limited liability company duly organized in the state of Texas and authorized to do business in the state of Florida (EIN: 82-4438064) ("Vendor") or ("Provider").

WHEREAS, on August 21, 2025, City issued a Request for Quotation ("RFQ") for the provision of Florida Department of Health–approved provider to complete a biennial assessment of the City's Water Quality Laboratory, RFQ No.: WRS/250906 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Red River Scientific, LLC was found to be the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide biennial assessment audit services for City's Water Quality Laboratory (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
   Exhibit A: Scope of Work (A-1 through A-2)

   Exhibit B: Price Proposal (B-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Vendor an amount no greater than **FOUR THOUSAND AND NO/100 DOLLARS ($4,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

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A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall invoice once a month. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Compliance Monitoring Division**, Attn: **Benjamin Moose, 4200 SE 24th Street, Ocala, Florida 34470**, E-Mail: bmoose@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers

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for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **OCTOBER 8, 2025,** and continue, through and including **JULY 30, 2026** (the "Term").

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Vendor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

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A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be

effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Vendor provides material that does not meet the specifications of the Agreement;

(3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

(4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not

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limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

10. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for

    solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

    A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

    D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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14. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

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19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    H. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    I. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    J. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

    B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

    C. **Certificates of Insurance**. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

    D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and

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Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Vendor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendors' duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and

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selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by

    the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any

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other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency 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.

    C. 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 Vendor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and

    maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same.

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Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 793420CE-B973-4D2D-80ED-CEEC8094B522

If to Vendor:	Red River Scientific, LLC Attention: Donaciano Cantu 425 East Lamar Blvd Arlington, Texas 76011 Phone: 713-418-9160 E-mail: redriverscientific@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

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42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

49. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/23/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5877F71E38874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

RED RIVER SCIENTIFIC, LLC

Signed by:
Donaciano Cantu
5569B2106C2041B...

By: Donaciano Cantu
(Printed Name)

Title: CEO/Principal Assessor
(Title)

Docusign Envelope ID: 793420CE-B973-4D2D-80ED-CEEC8094B522

BACKGROUND

Vendor shall complete a regular biennial assessment for the City's Water Quality Laboratory (E53377) to maintain its Drinking Water and Non-Potable Water Accreditation.

FDOH & NELAP PROVIDER REQUIREMENTS

FDOH & NELAP Provider: Vendor must be an approved assessment provider through the Florida Department of Health (FDOH) to conduct an on-site assessment audit of the laboratory following the National Environmental Laboratory Accreditation Program (NELAP) from this listing:

http://www.floridahealth.gov/programs-and-services/public-health-laboratories/laboratory-services/environmental-laboratory-certification/lab-assessment-providers.html

PROJECT SUMMARY, DELIVERABLES, AND HOURS

Project Summary: The audit shall include but not be limited to the following for the City of Ocala:

- Reviewing the current Quality Manual.
- Standard Operating Procedures.
- Method Detection Limits.
- Demonstration of Capability.
- Proficiency Testing Results.

1. **Deliverables:** Upon assessment completion, the Vendor shall provide a plan of correction and/or report their findings to the Florida Department of Health.
2. **Scheduling On-Site Assessment:** Contact Benjamin Moose, Compliance Monitoring Manager, Compliance Monitoring Division, with the City of Ocala (352) 629-8212, bmoose@ocalafl.gov.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala shall furnish the following services/data to the Vendor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Vendor's responsibilities.
   C. Provide office facilities for the Vendor, if needed.
2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a markup fee for material furnished by the City.

VENDOR RESPONSIBILITIES

1. Vendor shall complete all work performed under this solicitation in accordance with the policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Vendor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.

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3. Vendors shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. Data collected by the Vendor shall be in a format compatible with or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
5. Vendor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.

SAFETY

1. Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Vendors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

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Exhibit B - PRICE PROPOSAL

CONTRACT# WRS/250906

VENDOR NAME	LOCATION
RED RIVER SCIENTIFIC, LLC	ARLINGTON, TX

INITIAL TERM PRICING

ITEM	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED COST
1	Single Biennial Assessment	LS	1	$ 4,000.00	**$ 4,000.00**
				TOTAL	**$ 4,000.00**

Certificate Of Completion

Envelope Id: 793420CE-B973-4D2D-80ED-CEEC8094B522
Status: Completed
Subject: FOR SIGNATURE - Agreement for Biennial Assessment Audit-Water Quality Laboratory (WRS/250906)
Source Envelope:
Document Pages: 17
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/16/2025 8:47:06 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Donaciano Cantu redriverscientific@gmail.com CEO/Principal Assessor Security Level: Email, Account Authentication (None)	Signed by: Donaciano Cantu 5569B2106C2041B... Signature Adoption: Pre-selected Style Using IP Address: 79.127.185.243 Signed using mobile	Sent: 10/16/2025 8:51:55 AM Viewed: 10/16/2025 9:03:25 AM Signed: 10/21/2025 1:59:51 AM
Electronic Record and Signature Disclosure: Accepted: 10/16/2025 9:03:25 AM ID: 4ec3e176-618c-4984-a8d7-a7e5b205e0dc		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/21/2025 1:59:52 AM Viewed: 10/23/2025 8:52:42 AM Signed: 10/23/2025 8:55:47 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:55:48 AM Viewed: 10/23/2025 11:22:19 AM Signed: 10/23/2025 11:25:04 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:25:05 AM Viewed: 10/23/2025 11:27:46 AM Signed: 10/23/2025 11:28:03 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/23/2025 11:27:46 AM ID: ed74f478-0a9c-4784-9a59-61c608af085b		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/16/2025 8:51:55 AM
Certified Delivered	Security Checked	10/23/2025 11:27:46 AM
Signing Complete	Security Checked	10/23/2025 11:28:03 AM
Completed	Security Checked	10/23/2025 11:28:03 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C

1536

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky Chief Asst County Attorney ☐ Elizabeth Alt Sr Asst County Attorney ☒ Thomas Schwartz Asst County Attorney ☐ William Harris Asst County Attorney

From: (Name) Perez (Last) Bobbi (First) (Dept) Administration - 1040

(Title) Public Relations Director (Phone) 352-438-2311

Signature [signature] Date 9/23/25

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. ☐ Approve as to Form ☐ Other

Description of Request

This agreement with the City of Ocala (Contract SUN/250954) pertains to a SunTran bus wrap as part of the No Horsin' Around with Marion litter awareness campaign. The original contract with the City was approved and initiated near the end of the fiscal year, in September 2023. This new agreement (SUN/250954) mirrors the specifications of the previously approved contract (SUN/240967), which is attached to this LRM for reference.

For more information or discussion, contact: ☑ Same as above

(Name) (Last) (First) (Title) (Phone)

COMPLETION IS REQUESTED BY: *(specific date)*

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☐ Yes ☑ No

Agenda Deadline Date: Agenda Date:

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-990

Outcome: Approved as to form.

Date Received:

RECEIVED
By Marion County Attorney-HF at 8:54 am, Oct 02, 2025

Attorney Signature: [signature] Date 10/3/25

Staff Signature: [signature] 10/3/25 (Completed)

Returned: ☒ Department ☐ Admin ☐ Procurement

Rev 12/21/17

Docusign Envelope ID: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C

AGREEMENT FOR BUS WRAP DISPLAY ADVERTISING ON SUNTRAN BUS

THIS AGREEMENT is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MARION COUNTY**, a political subdivision of the State of Florida ("County").

RECITALS

WHEREAS, The City of Ocala is the administrative agency for the Ocala/Marion County public transit system known as SunTran; and,

WHEREAS, Marion County, a political subdivision of the State of Florida, submitted an offer to advertise on a SunTran bus, and said offer was reviewed and accepted by City staff.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and County hereby represent, warrant and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's solicitation for bus wrap display advertising; and (d) the County's response to same. Each of these documents are incorporated herein by reference for all purposes.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1)

   Exhibit B: Specifications for Non-Removable Signs and Decals (B-1 through B-7)

   Exhibit C: SunTran Advertising Policy (C-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit B, then (3) Exhibit A.

3. **SERVICES.** City will provide **ONE (1)** SunTran bus for installation of bus wrap display advertising. County is responsible for the design, production, and installation of the wrap in accordance with the SunTran Advertising Policy as described in **Exhibit C – SunTran Advertising Policy,** and in accordance with **Exhibit A – Scope of Work** and **Exhibit B – Specifications for Non-Removable Signs and Decals.** The design, production, and installation cost of the bus wrap is not included in the monthly advertising cost. County is responsible for these separate expenses, which includes wrap removal at the conclusion of the contract term.

4. **COMPENSATION.** County shall pay to City **TWELVE THOUSAND AND NO/100 DOLLARS ($12,000)**, (the "Contract Sum") as full and complete compensation for the timely and satisfactory rendering of services during the **12-MONTH** consecutive advertising term.

5. **TERM & TERMINATION.** This Agreement shall begin on the date of the last signature below and shall terminate at the end of the business day **TWELVE (12) MONTHS** after the bus is wrapped and put into operation.

   If the bus is inoperable for any reason during the contract term, this Agreement shall be extended

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for an equivalent length of time. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving written notification thereof to the other party. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

6. **REMEDIES.** If any Event of Default occurs, City shall have the right, at its sole option, to pursue all remedies available at law or equity, including the termination of this Agreement and all rights of County hereunder. Notwithstanding City's termination of this Agreement, County shall remain liable to City for all claims and damages, costs or attorneys' fees arising prior to such termination.

7. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the County is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which County performs hereunder.

8. **ACCESS TO FACILITIES.** City will provide County with access to one (1) SunTran bus for purposes of installing the initial wrap advertising.

9. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

10. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with County. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

11. **PUBLIC RECORDS.** The County shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the County shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 County does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the County or keep and maintain public records required by the public agency to perform the service. If the County transfers all public records to the public agency upon completion of the contract, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the contract, the County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public

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records, in a format that is compatible with the information technology systems of the public agency.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

12. **TAX EXEMPTION**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. County doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will County be authorized to use City's Tax Exemption Number for securing materials listed herein.

13. **AUDIT.** County shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

14. **PUBLICITY.** County shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

15. **CONFLICT OF INTEREST.** County must have disclosed with the submission of its bid, the name of any officer, director, or agent who may be employed by the City. County must disclose the name of any City employee who owns, directly or indirectly, any interest in County or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

16. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

17. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Performance shall be extended for a number of days, equal to the duration of the force majeure. The affected party shall be entitled to an extension of time only and, in no event shall the affected party be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

18. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

19. **MUTUAL INDEMNIFICATION.** Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter County or City's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure City for City's negligence.

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the Parties to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

21. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to County:

Marion County Public Relations Office
601 SE 25th Avenue
Ocala, Florida 34471
Phone: 352-438-2345
E-mail: publicrelations@marionfl.org

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Copy to:

Marion County
Office of the County Administrator
601 SE 25th Avenue
Ocala, Florida 34471
Phone: 352-438-2346
E-mail: countyadministrator@marioncountyfl.org

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

22. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

23. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

24. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made

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pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

25. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

26. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

27. **MUTUALITY OF NEGOTIATION.** County and City acknowledge that this Agreement is a result of negotiations between County and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

28. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

29. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

30. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

31. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

32. **ELECTRONIC SIGNATURE(S).** County, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

33. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible

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to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

34. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/23/2025.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8ABED04F3...

By: William E. Sexton, Esq.
(Printed Name)

City Attorney
Title

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

MARION COUNTY, a political subdivision of the State of Florida

By: Mounir Bouyounes
(Printed Name)

County Administrator
(Title of Authorized Signatory)

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency
County Attorney

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The Advertiser is responsible for the design, production, and installation of the wrap in accordance with the City of Ocala advertising policy.

The design, production, and installation cost of the bus wrap is not included in the monthly advertising cost. The Advertiser is responsible for these separate expenses, which include:

- Removal of SunTran graphics prior to Advertiser's installation.
- At the conclusion of the contract Advertiser must remove wrap and replace SunTran graphics
- Paint/body damage due to wrap removal (if applicable).

When considering bus wrap design be mindful of the bus safety decals as well as labels that are required by law to be displayed on the bus. Pictures and dimension are provided to Advertiser within **Exhibit B- Specifications for Non- Removable Signs and Decals**. Safety decals, ADA stickers and any other the City of Ocala required bus decal will remain on the bus and wrap will be cut out to display those items. Please avoid putting logos, phone number, website address etc. on or near these areas.

Wrap designs will be reviewed by the City staff for compliance before authorizing placement on the bus. The bus can be re-wrapped at advertiser discretion throughout the term as long as the bus is not taken offline (ex: it can be re-wrapped on Sunday). Re-wrapping and any issues pertaining to bus wrap or installation would need to be approved and scheduled through the City Transit Manager and SunTran General Manager.

Insurance

Garage keeper's insurance will be requested from bus wrap vendor.

Exhibit B

Non-Removeable Signs and Decals

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Non-Removable Signs/Decals

- SunTran/Website logo must be visible, the location of the logo may be changed based on specific bus wrap design.
- SunTran/Website can be blended into a design scheme.
- Final placement of SunTran/Website logos subject to city staff approval.
- If the advertisement materials cover the passenger seat windows, the materials need to be perforated for passengers looking through the windows.

Provide Safe, Comfortable

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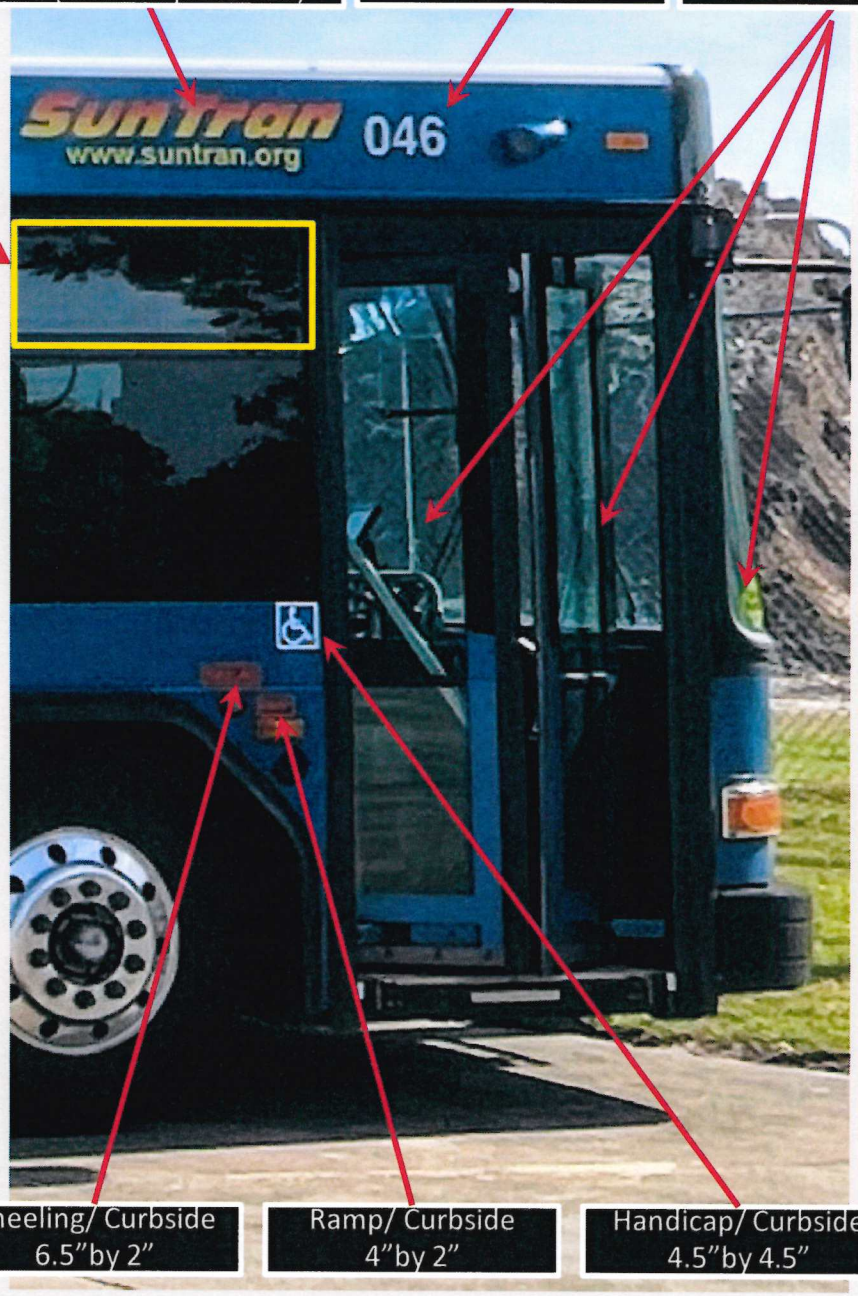
Non-Removable Signs/Decals

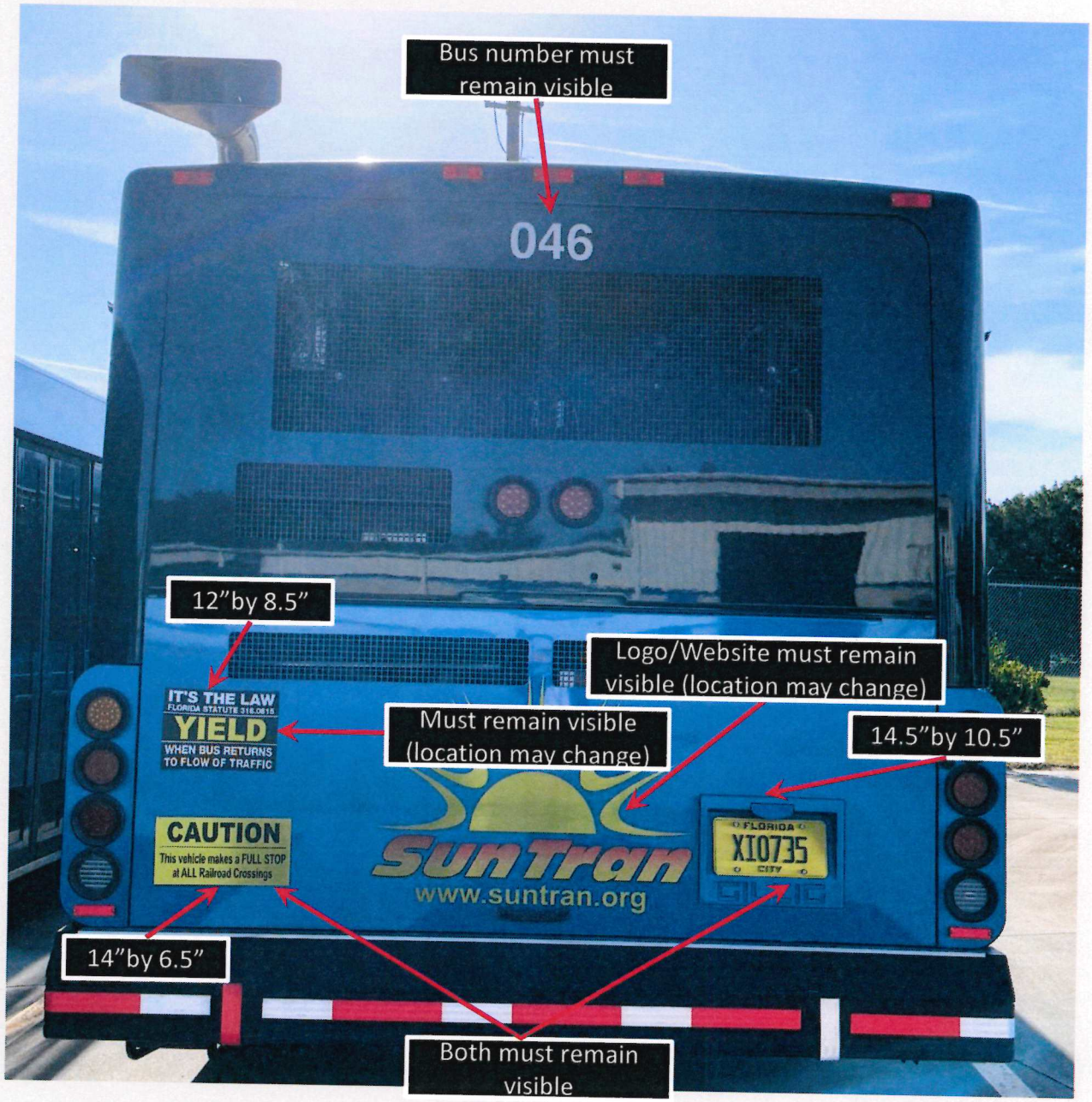
Docusign Envelope ID: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C

Non-Removable Signs/Decals



Docusign Envelope ID: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C

Non-Removable Signs/Decals



Docusign Envelope ID: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C

Non-Removable Signs/Decals

Provide Safe, Comfortab 1550

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www.SunTran.org

Docusign Envelope ID: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C

Effective Date: 04/22/2022

The City of Ocala determines that the following advertising on or in any SunTran bus and/or at any established SunTran bus shelter is hereby prohibited:

1. Advertising that is unlawful, obscene or indecent, or contains explicit messages or graphic representations pertaining to sexual contact, or contains an offensive level of sexual overtone, innuendo, or double entendre.

2. Advertising of contraceptive products or hygiene products of an intimately personal nature.

3. Advertising of products or services with sexual overtones such as massage parlors, escort services, or establishments featuring X-rated or pornographic movies.

4. Advertising containing foul or offensive language, pictures or depictions.

5. Advertising of tobacco or alcohol products.

6. Advertising that is harmful to children or is of a nature to frighten children, either emotionally or physically.
    a. The term "harmful to children" means language or pictures that:
        i. describe or depict sexual contact, or nudity;
        ii. make use of foul language;
        iii. describe or depict violent physical torture, destruction, or death of a human being; or
        iv. describe or depict criminal activity in a way that tends to glorify or glamorize the activity and that, with respect to children under the age of 18, has a tendency to corrupt.
    b. The term "of a nature to frighten children, either emotionally or physically "means language or pictures that describe or depict violent or brutal activities, whether such violence or brutality was intended or not, in a manner that causes children under the age of 18 physical or emotional distress or fear for their personal safety or for the safety of others.

7. Advertising of political, social, moral or religious points of view.

8. Advertising which promotes hatred or contempt against specific classes of people because of their race, religion, sex or ethnic background.

9. Advertising that, in the opinion of the City of Ocala, is of a nature to dissuade other advertisers from advertising on SunTran buses.

Certificate Of Completion

Envelope Id: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C
Status: Completed
Subject: SIGNATURE - Agreement for Bus Wrap Display Advertising on SunTran Bus (SUN 250954)
Source Envelope:
Document Pages: 17
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/8/2025 2:21:07 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/8/2025 2:23:11 PM Resent: 10/21/2025 9:42:17 AM Viewed: 10/23/2025 9:15:21 AM Signed: 10/23/2025 9:17:12 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 9:17:14 AM Viewed: 10/23/2025 10:49:59 AM Signed: 10/23/2025 10:50:11 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 10:50:13 AM Viewed: 10/23/2025 11:26:26 AM Signed: 10/23/2025 11:26:54 AM
Electronic Record and Signature Disclosure: Accepted: 10/23/2025 11:26:26 AM ID: 418b2a20-8b2d-4156-a9cd-70d09467b231		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/8/2025 2:23:11 PM
Certified Delivered	Security Checked	10/23/2025 11:26:26 AM
Signing Complete	Security Checked	10/23/2025 11:26:54 AM
Completed	Security Checked	10/23/2025 11:26:54 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: C076A103-1287-492C-A1E2-3C818F66DE83

VERSION 350816 10/15/2025 5:08 PM EDT

Clear Channel Outdoor

SALES CONTRACT

ACCOUNT EXECUTIVE

Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

731 SW 37th Avenue
Ocala, FL 34474

ORDER #1277083-OCA

City of Ocala Rec and Parks - Brick City Bluegrass Festival Digital - 11/10/2025

ADVERTISER

City of Ocala Rec and Parks (#436716)
828 NE 8th Ave
Ocala, FL 34470-5339

BILL TO

City of Ocala Rec and Parks (#436716)
828 NE 8th Ave
Ocala, FL 34470-5339

OCALA/GAINESVILLE

OOH SERVICES

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Digital Bulletin 1 slots	#**OCA008243** - I-75 WS 0.9mi N/O SR 200 F/S - 1 - 14' x 48'	11/10/2025	4-Week	$1,000.00	2.0	$2,000.00
Display, Fixed	Digital Bulletin 1 slots	#**OCA008295** - US 27/441 ES 0.2mi N/O 136th F/SE - 1 - 14' x 48'	12/8/2025	4-Week	$1,000.00	1.0	$1,000.00
Display, Fixed	Digital Bulletin 1 slots	#**OCA000238** - SR 40 NS 300ft E/O SE 16th Av F/W - 1 - 10'6" x 36'	1/5/2026	4-Week	$1,000.00	1.178571	$1,178.57

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	$4,178.57
TOTAL	$4,178.57

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

Docusign Envelope ID: C076A103-1287-492C-A1E2-3C818F66DE83

VERSION 350816 10/15/2025 5:08 PM EDT

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915

Docusign Envelope ID: C076A103-1287-492C-A1E2-3C818F66DE83

VERSION 350816 10/15/2025 5:08 PM EDT

TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:
"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
"Campaign" shall mean the advertising services described in the Contract.
"CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
"Customer" shall mean the advertiser and any agency or buying service named in the Contract.
"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT
a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
d. Payments made by credit card and virtual credit card may be subject to a surcharge.
e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER
a. Customer represents and warrants to Clear Channel that:
(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
(2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL
a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the commencement date specified in the Contract and commence billing on the date copy is fully displayed.
f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE
a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE
a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
- The US Foreign Corrupt Practices Act 1977; and
- Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").

b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS
a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. ~~INDEMNIFICATION AND HOLD HARMLESS~~

~~Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.~~

8. GENERAL

a. It is agreed that the laws of the State of ~~New York~~ Florida shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto waive irrevocably and any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. ~~Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.~~

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

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g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.
h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

CITY OF OCALA REC AND PARKS

DocuSigned by:
Ken Whitehead
Signature

Ken Whitehead
Name

10/23/2025
Date

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned by:
Bradley Lacher
Signature

Bradley Lacher
Name

10/17/2025
Date

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
William E. Sexton,Esq., City Attorney

Certificate Of Completion

Envelope Id: C076A103-1287-492C-A1E2-3C818F66DE83
Status: Completed
Subject: FOR SIGNATURE - Bluegrass Festival Digital Billboard Agreement (REC/260080)
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/17/2025 10:32:49 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Bradley Lacher bradleylacher@clearchannel.com Security Level: Email, Account Authentication (None)	DocuSigned by: Bradley Lacher 734102CA142B4A5... Signature Adoption: Pre-selected Style Using IP Address: 50.207.27.170	Sent: 10/17/2025 10:34:25 AM Viewed: 10/17/2025 10:35:52 AM Signed: 10/17/2025 10:36:20 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2024 11:21:59 AM ID: c4be30fc-3462-4626-8334-765510855df2		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 10:36:21 AM Viewed: 10/23/2025 9:05:44 AM Signed: 10/23/2025 9:06:52 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 9:06:53 AM Viewed: 10/23/2025 11:25:32 AM Signed: 10/23/2025 11:26:09 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 10:34:25 AM
Certified Delivered	Security Checked	10/23/2025 11:25:32 AM
Signing Complete	Security Checked	10/23/2025 11:26:09 AM
Completed	Security Checked	10/23/2025 11:26:09 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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Clear Channel Outdoor

SALES CONTRACT

ACCOUNT EXECUTIVE

Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

731 SW 37th Avenue
Ocala, FL 34474

ORDER #1276804-OCA

City of Ocala: Cultural Arts - OTrak Chalk Walk
Jan 2026 - 01/12/2026

ADVERTISER

City of Ocala: Cultural Arts (#407619)
201 SE 3rd St Fl 2
Ocala, FL 34471-2187

BILL TO

City of Ocala: Cultural Arts (#407619)
201 SE 3rd St Fl 2
Ocala, FL 34471-2187

OCALA/GAINESVILLE

OOH SERVICES

Total Estimated Tax for OOH Services: $0.00

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Digital Bulletin 1 slots	#**OCA000238** - SR 40 NS 300ft E/O SE 16th Av F/W - 1 - 10'6" x 36'	1/12/2026	4-Week	$1,000.00	0.5	$500.00
Display, Fixed	Digital Bulletin 1 slots	#**OCA001762** - Magnolia St ES 0.2mi E/O US 441 F/W - 1 - 10'6" x 36'	1/12/2026	4-Week	$1,000.00	0.5	$500.00
Display, Fixed	Digital Bulletin 1 slots	#**OCA000238** - SR 40 NS 300ft E/O SE 16th Av F/W - 1 - 10'6" x 36'	2/9/2026	4-Week	$1,000.00	0.5	$500.00
Display, Fixed	Digital Bulletin 1 slots	#**OCA001762** - Magnolia St ES 0.2mi E/O US 441 F/W - 1 - 10'6" x 36'	2/9/2026	4-Week	$1,000.00	0.5	$500.00

SUMMARY

Description	Cost
OOH Services	$2,000.00
Total Estimated Tax	$0.00
TOTAL	$2,000.00

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

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DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915

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TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:
"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
"Campaign" shall mean the advertising services described in the Contract.
"CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
"Customer" shall mean the advertiser and any agency or buying service named in the Contract.
"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT
a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
d. Payments made by credit card and virtual credit card may be subject to a surcharge.
e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER
a. Customer represents and warrants to Clear Channel that:
(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
(2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL
a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the commencement date specified in the Contract and commence billing on the date copy is fully displayed.
f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE
a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE
a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
- The US Foreign Corrupt Practices Act 1977; and
- Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").

b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS
a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

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b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. ~~INDEMNIFICATION AND HOLD HARMLESS~~

~~Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services~~.

8. GENERAL

a. It is agreed that the laws of the State of ~~New York~~ Florida shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. ~~Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.~~

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

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g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.
h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

CITY OF OCALA: CULTURAL ARTS

DocuSigned by:
Peter Lee
56B29F162E2E4C2...
Signature

Peter Lee
Name

10/30/2025
Date

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned by:
Bradley Lacher
734102CA142B4A5...
Signature

Bradley Lacher
Name

10/23/2025
Date

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
4A55ABB8ABE0D4F3...
William E. Sexton, Esq. City Attorney

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Clear Channel Outdoor

GET MORE WITH US.

City of Ocala: Cultural Arts

OTrak Chalk Walk Jan 2026

October 10, 2025

Shelly Ashley
731 SW 37th Ave
Ocala Florida 34474

shellyashley@clearchannel.com

CONTRACT# GRM/260109

Clear Channel Outdoor

Flight Name: OTrak Chalk Walk Jan 24
Market Name: Orlando-Daytona Beach-Melbourne FL
Market Type: DMA
Start Date: January 12, 2026
End Date: January 25, 2026
Duration: 2 Weeks

Map Loc.#	Media Type	Panel ID	Location Description	Facing	Display Size (h x w)	4-Wk Proposed Rate	Total Price	Digital: # of Spots Per Loop	Digital: Spot Length
1	Digital	000238	SR 40 NS 300ft E/O SE 16th Av F/W - 1	W	10'6" x 36'	$1,000	$500	8	8
2	Digital	001762	Magnolia St ES 0.2mi E/O US 441 F/W - 1	W	10'6" x 36'	$1,000	$500	8	8

Target Demo – Persons 18+ yrs

Map Loc.#	Media Type	Panel ID	Location Desc.	Plan Total Imps	4-Wk Total Imps	Weekly Total Imps	CPM	Media Product
1	Digital	000238	SR 40 NS 300ft E/O SE 16th Av F/W - 1	162,228	324,456	81,114	$3.08	Digital Bulletin
2	Digital	001762	Magnolia St ES 0.2mi E/O US 441 F/W - 1	216,243	432,486	108,121	$2.31	Digital Bulletin
			Totals:	672,959	1,345,917	336,479	$0.00	

Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

CONTRACT# GRM/260109

Clear Channel Outdoor

Flight Name: Tuscawilla Sculpture Stroll Feb 21
Market Name: Orlando-Daytona Beach-Melbourne FL
Market Type: DMA

Start Date: February 9, 2026
End Date: February 22, 2026
Duration: 2 Weeks

Map Loc.#	Media Type	Panel ID	Location Description	Facing	Display Size (h x w)	4-Wk Proposed Rate	Total Price	Digital: # of Spots Per Loop	Digital: Spot Length
3	Digital	000238	SR 40 NS 300ft E/O SE 16th Av F/W - 1	W	10'6" x 36'	$1,000	$500	8	8
4	Digital	001762	Magnolia St ES 0.2mi E/O US 441 F/W - 1	W	10'6" x 36'	$1,000	$500	8	8

Target Demo – Persons 18+ yrs

Map Loc.#	Media Type	Panel ID	Location Desc.	Plan Total Imps	4-Wk Total Imps	Weekly Total Imps	CPM	Media Product
3	Digital	000238	SR 40 NS 300ft E/O SE 16th Av F/W - 1	162,228	324,456	81,114	$3.08	Digital Bulletin
4	Digital	001762	Magnolia St ES 0.2mi E/O US 441 F/W - 1	216,243	432,486	108,121	$2.31	Digital Bulletin
			Totals:	486,156	972,311	243,078	$2.97	

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CONTRACT# GRM/260109

Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

Flight	Total Price
OTrak Chalk Walk Jan 24	$1,000
Tuscawilla Sculpture Stroll Feb 21	$1,000
Totals	$2,000

Important Notes:
Sizes are approximate and not intended for final production specifications. All calculations are based on four week periods. All space submitted is without reservation and subject to prior sale. This proposal does not include the cost of production or extensions/embellishments unless stated otherwise. All space rates are quoted as net. Any additional costs are not agency commissionable unless otherwise stated. Market may be subject to sales tax, please contact your representative for details. Total Price may include estimated sales tax on media, production, shipping, installation.

The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. They do not represent all impressions available on the structure, since these structures have multiple spots. For Quantity/Custom campaigns, impression and rating point delivery are calculated using the market average and multiplying that by the number of units contracted. This is an estimate, and not a guarantee of delivery. Metrics provided for Quantity/Full Market buys are estimates and will be finalized once actual locations are selected.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this proposal. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

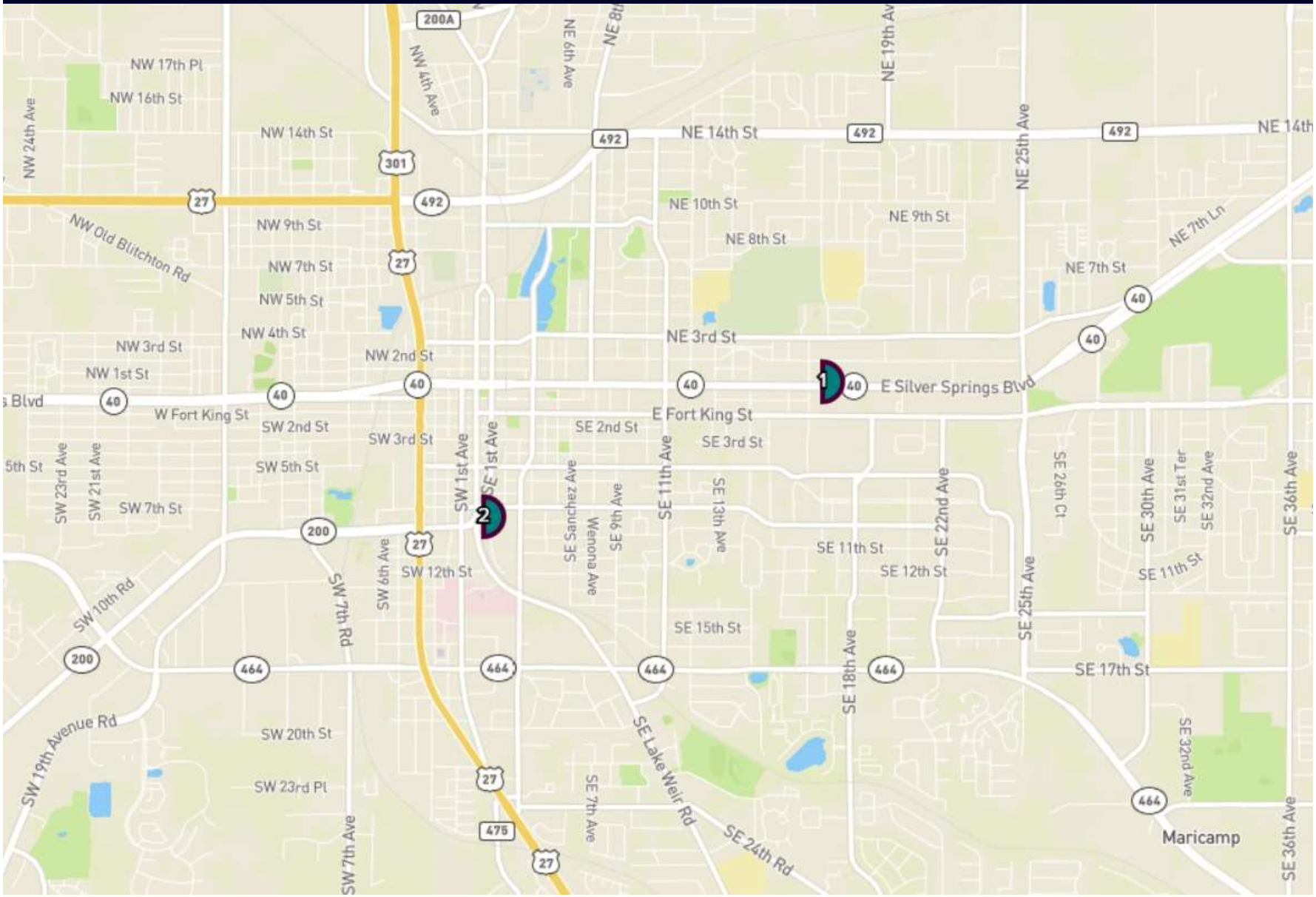
Clear Channel will deliver at least 92.5% of total contracted time for digital inventory.

DEFINED TERMS:
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

CONTRACT# GRM/260109

OTrak Chalk Walk Jan 24 (OCA)

Clear Channel Outdoor

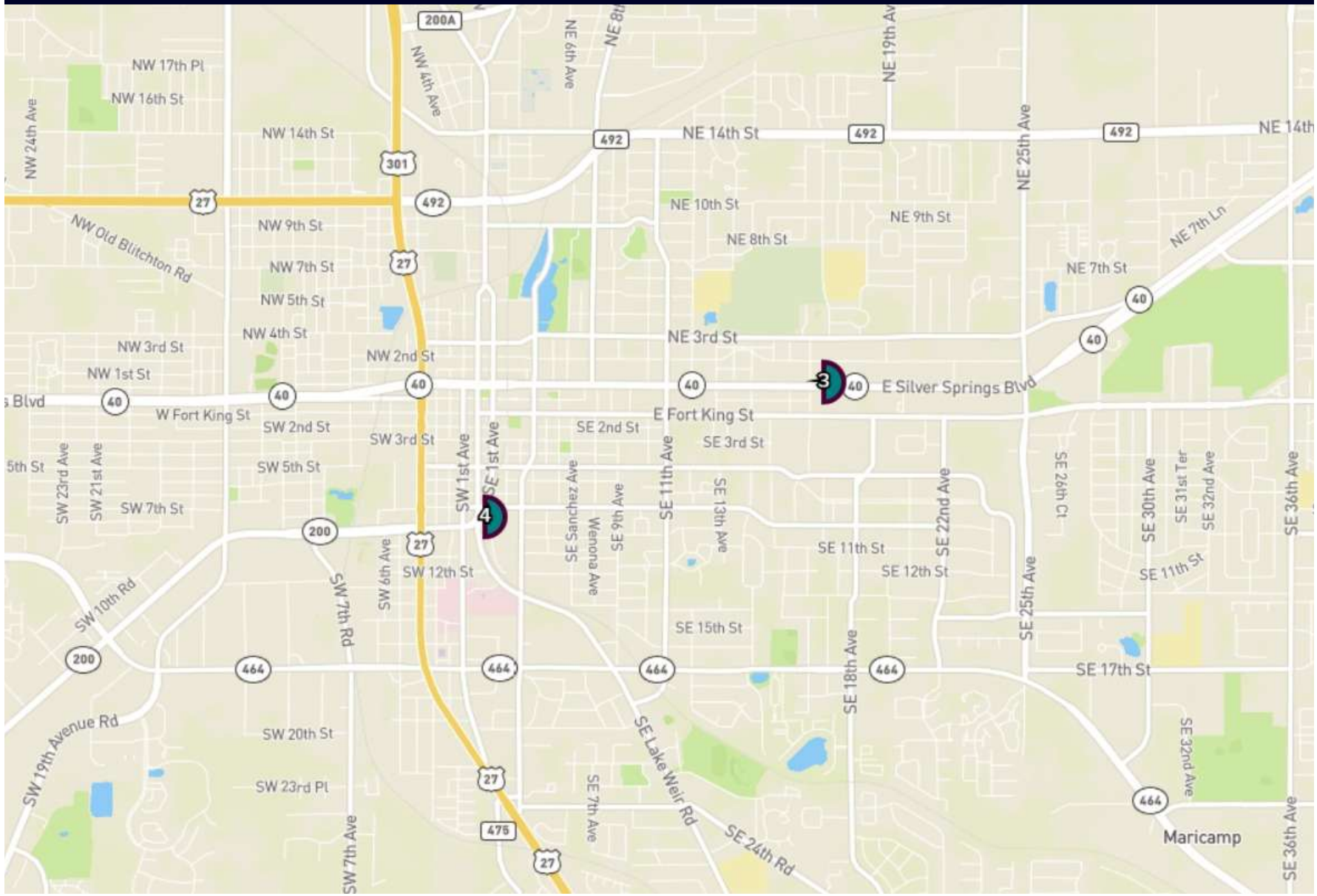


Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

CONTRACT# GRM/260109

Tuscawilla Sculpture Stroll Feb 21 (OCA)

Clear Channel Outdoor



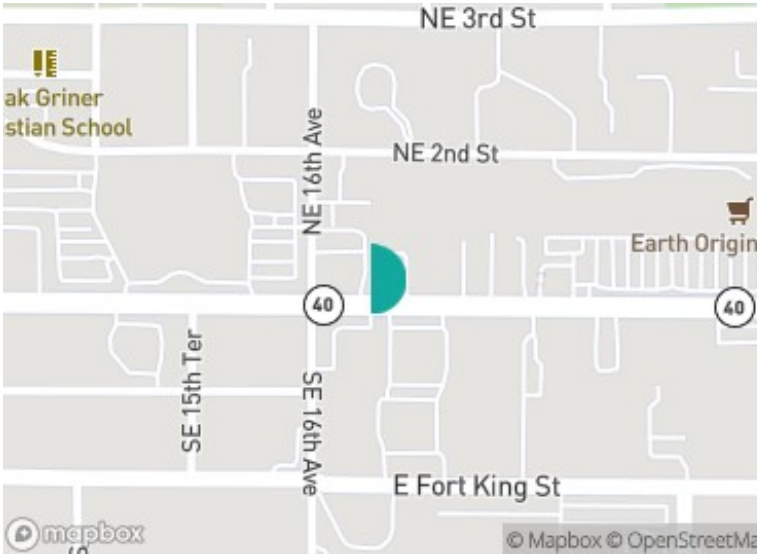
Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

CONTRACT# GRM/260109

000238 – Ocala/Gainesville

Clear Channel Outdoor

Description:	SR 40 NS 300ft E/O SE 16th Av F/W - 1		
Geopath ID:	336656	**Media Type:**	Digital
Facing:	W	**Size:**	10'6" x 36'
City:	OCALA	**Zip:**	34470
Latitude:	29.187194	**Longitude:**	-82.115681
Current Advertiser:			



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	74,381	81,114

Highlights: SR 40 is a significant east/west artery through Central Florida, from the Gulf of Mexico to the Atlantic Coast, midway is downtown Ocala. Located in Ocala's Historic Downtown, this digital bulletin reaches target consumers who travel by for business or pleasure. Nearby are chain and local retail establishments, government offices, professional services and middle-to-upper income neighborhoods.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

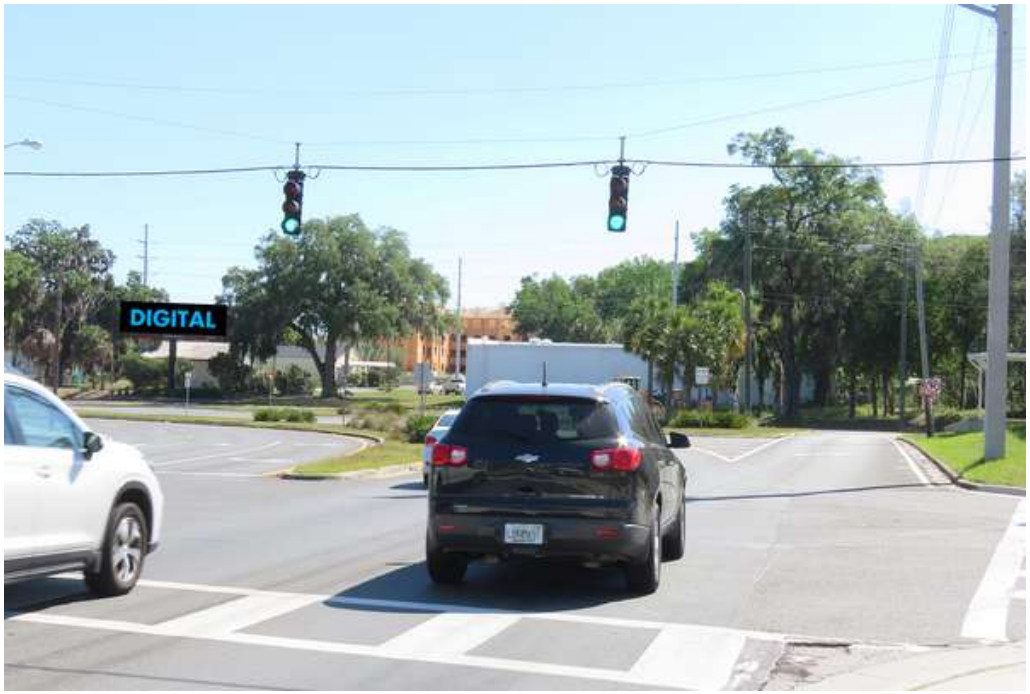
Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

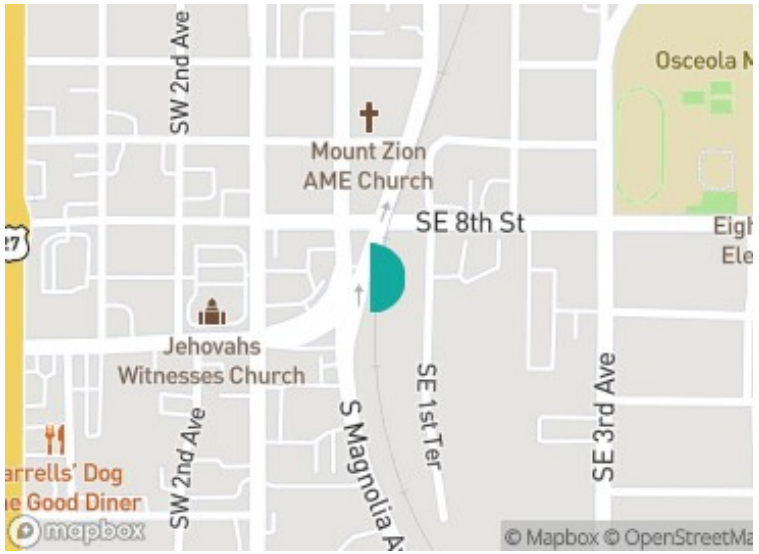
CONTRACT# GRM/260109

001762 – Ocala/Gainesville

Clear Channel Outdoor

Description:	Magnolia St ES 0.2mi E/O US 441 F/W - 1		
Geopath ID:	336843	**Media Type:**	Digital
Facing:	W	**Size:**	10'6" x 36'
City:	OCALA	**Zip:**	34471
Latitude:	29.179884	**Longitude:**	-82.136508
Current Advertiser:			





Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	97,262	108,121

Highlights: Magnolia connects SR 200 (College Rd.) to the heart of downtown Ocala. Located on the "S Curve", this bulletin reaches consumers just before they reach the historic business district of Ocala. Illuminated

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

CONTRACT# GRM/260109

1519

Digital-10'6" H x 36' W

Clear Channel Outdoor

Artwork Requirements

Artwork should be delivered 3 days prior to a scheduled contract date and formatted to the specifications below. Design using Photoshop & Illustrator

Design using Photoshop & Illustrator

400px H x 1400px W @ 72ppi

File Specifications

- RGB Color Mode
- No Bleed
- No Paths or Layers
- JPG (Quality 12 Maximum Compression)

File Delivery

Please contact your CCO representative for more information.

Design Considerations

- Design with Color & High Contrast
  Stick with fully saturated web-safe hues. Strong contrast in both hue and value are essential.
- Use Simple Backgrounds
  Steer clear of patterns or busy backgrounds, as they may compete with your text. Note: Try to avoid having the majority of the background as white since this might compete with creative elements.
- Use 7 to 10 Words
  Be concise and keep it simple.
- Use Bold, Easy-To-Read Fonts
  Thin fonts at a distance can optically fade or break up. Maximize the size of your headline & contact information to ensure legibility.

Disclaimer & Warning Guidelines: For roadside digital formats this copy must be in easily legible type and in a size at least 12 inches tall or as required by applicable law or regulation, whichever is greater.

Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

CONTRACT# GRM/260109

Certificate Of Completion

Envelope Id: ED52C25E-3319-4614-94A9-0517F1BC266A
Status: Completed
Subject: SIGNATURE - Clear Channel Billboard Advertisement Agreement (GRM/260109)
Source Envelope:
Document Pages: 14
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/23/2025 8:21:41 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Bradley Lacher bradleylacher@clearchannel.com Security Level: Email, Account Authentication (None)	DocuSigned by: Bradley Lacher 734102CA142B4A5... Signature Adoption: Pre-selected Style Using IP Address: 163.116.252.74	Sent: 10/23/2025 8:32:43 AM Viewed: 10/23/2025 8:33:21 AM Signed: 10/23/2025 8:33:34 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2024 11:21:59 AM ID: c4be30fc-3462-4626-8334-765510855df2		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:33:36 AM Viewed: 10/23/2025 8:47:53 AM Signed: 10/23/2025 8:50:11 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:50:12 AM Viewed: 10/30/2025 3:46:39 PM Signed: 10/30/2025 3:46:54 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/23/2025 8:32:43 AM
Certified Delivered	Security Checked	10/30/2025 3:46:39 PM
Signing Complete	Security Checked	10/30/2025 3:46:54 PM
Completed	Security Checked	10/30/2025 3:46:54 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 9EDE8233-2C92-4330-B7AD-B8F91D6A9D77

VERSION 344334 9/17/2025 2:43 PM EDT

Clear Channel Outdoor

SALES CONTRACT

ACCOUNT EXECUTIVE
Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC
731 SW 37th Avenue
Ocala, FL 34474

ORDER #1274253-OCA
City of Ocala Utilities Department - FY 25 / 26
Billboard Campaigns - 11/01/2025

ADVERTISER

City of Ocala Utilities Department (#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

BILL TO

City of Ocala Utilities Department (#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

OCALA/GAINESVILLE

OOH SERVICES

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Digital Bulletin 1 slots	**#OCA008329** - US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1 - 14' x 48'	11/1/2025	4-Week	$1,000.00	1.071429	$1,071.43
Display, Fixed	Digital Bulletin 1 slots	**#OCA008363** - SR 40 NS 1.3mi W/O I-75 F/E - 1 - 10'6" x 36'	11/1/2025	4-Week	$1,000.00	1.071429	$1,071.43
Display, Fixed	Digital Bulletin 1 slots	**#OCA070506** - SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1 - 14' x 48'	11/1/2025	4-Week	$1,000.00	1.071429	$1,071.43
Display, Fixed	Digital Bulletin 1 slots	**#OCA082966** - US 441/301/27 ES 560ft S/O US 27 F/S - 1 - 10'6" x 36'	11/1/2025	4-Week	$1,000.00	1.071429	$1,071.43

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	$4,285.72
TOTAL	$4,285.72

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

Docusign Envelope ID: 9EDE8233-2C92-4330-B7AD-B8F91D6A9D77

VERSION 344334 9/17/2025 2:43 PM EDT

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915

TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:
"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
"Campaign" shall mean the advertising services described in the Contract.
"CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
"Customer" shall mean the advertiser and any agency or buying service named in the Contract.
"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
d. Payments made by credit card and virtual credit card may be subject to a surcharge.
e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that:
(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
(2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the commencement date specified in the Contract and commence billing on the date copy is fully displayed.
f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE

a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
- The US Foreign Corrupt Practices Act 1977, and
- Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").

b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. ~~INDEMNIFICATION AND HOLD HARMLESS~~

~~Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.~~

8. GENERAL

a. It is agreed that the laws of the State of ~~New York~~ Florida shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. ~~Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.~~

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

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g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.
h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

CITY OF OCALA UTILITIES DEPARTMENT

DocuSigned by:
Ken Whitehead
587E71E3B874F4...
Signature

Ken Whitehead
Name

10/27/2025
Date

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned by:
Bradley Lacher
73419BCA142B4A5...
Signature

Bradley Lacher
Name

10/27/2025
Date

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq. City Attorney

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Clear Channel Outdoor

GET MORE WITH US.

City of Ocala Utilities Department

FY 25 / 26 Billboard

ins

5

Wetlands
$4k

CONTRACT# WRS/260031

Clear Channel Outdoor

Flight Name: F-2584746
Market Name: Orlando-Daytona Beach-Melbourne FL
Market Type: DMA

Start Date: November 1, 2025
End Date: November 30, 2025
Duration: 4.29 Weeks

Map Loc.#	Media Type	Panel ID	Location Description	Facing	Display Size (h x w)	Illum (Y/N)	4-Wk Proposed Rate	Add'l Costs
1	Digital	008329	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	SE	14' x 48'	Yes	$1,000	$0
2	Digital	008363	SR 40 NS 1.3mi W/O I-75 F/E - 1	E	10'6" x 36'	Yes	$1,000	$0
3	Digital	070506	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	SW	14' x 48'	Yes	$1,000	$0
4	Digital	082966	US 441/301/27 ES 560ft S/O US 27 F/S - 1	S	10'6" x 36'	Yes	$1,000	$0

Target Demo – Persons 18+ yrs

Map Loc.#	Media Type	Panel ID	Location Desc.	Location Des.	Weekly Total 18+ Imps	Weekly Total Imps	CPM
1	Digital	008329	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	78,258	78,258	$3.25
2	Digital	008363	SR 40 NS 1.3mi W/O I-75 F/E - 1	SR 40 NS 1.3mi W/O I-75 F/E - 1	72,756	72,756	$3.46
3	Digital	070506	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	118,322	118,322	$2.13
4	Digital	082966	US 441/301/27 ES 560ft S/O US 27 F/S - 1	US 441/301/27 ES 560ft S/O US 27 F/S - 1	93,401	93,401	$2.71
			Totals:		**362,737**	**362,738**	**$2.79**

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CONTRACT# WRS/260031

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Important Notes:
Sizes are approximate and not intended for final production specifications. All calculations are based on four week periods. All space submitted is without reservation and subject to prior sale. This proposal does not include the cost of production or extensions/embellishments unless stated otherwise. All space rates are quoted as net. Any additional costs are not agency commissionable unless otherwise stated. Market may be subject to sales tax, please contact your representative for details. Total Price may include estimated sales tax on media, production, shipping, installation.

The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. They do not represent all impressions available on the structure, since these structures have multiple spots. For Quantity/Custom campaigns, impression and rating point delivery are calculated using the market average and multiplying that by the number of units contracted. This is an estimate, and not a guarantee of delivery. Metrics provided for Quantity/Full Market buys are estimates and will be finalized once actual locations are selected.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this proposal. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

Clear Channel will deliver at least 92.5% of total contracted time for digital inventory.

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this proposal. Based on that certificate, taxes were omitted from this proposal. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

DEFINED TERMS:
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

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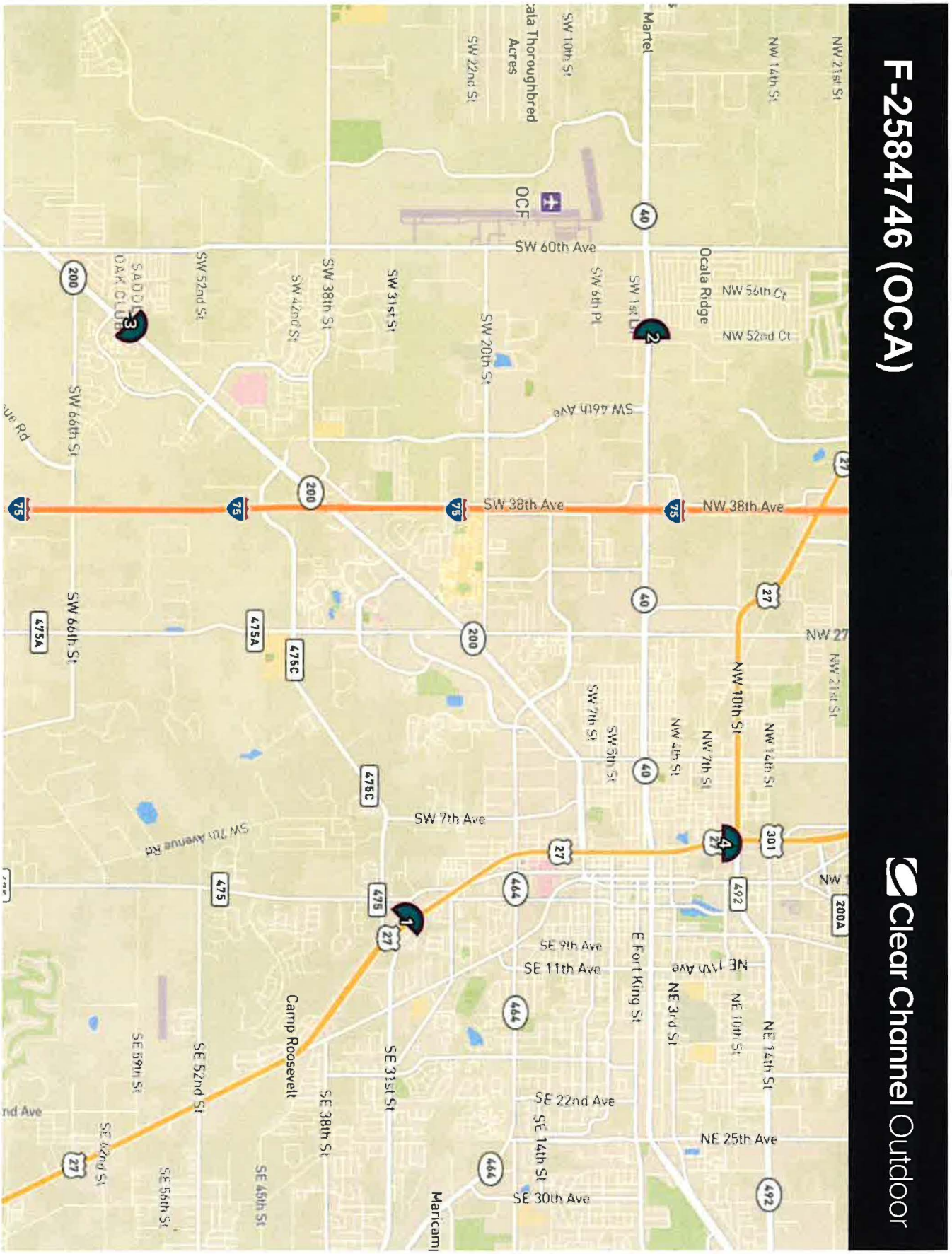
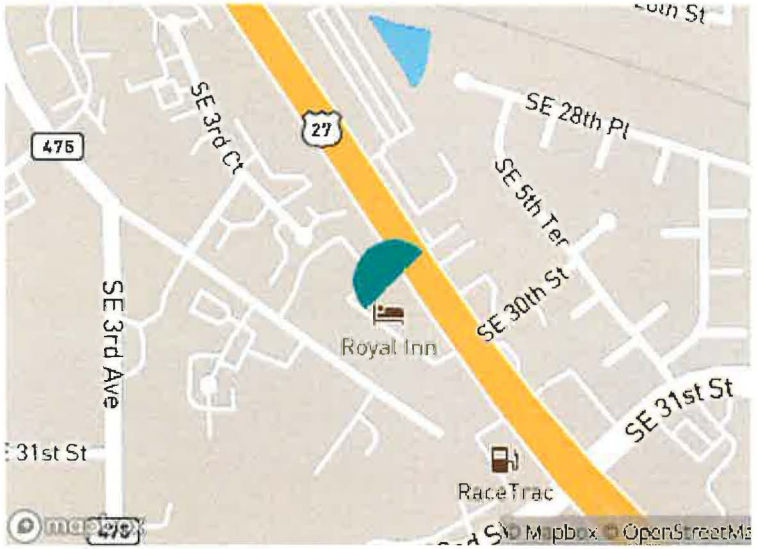


008329 – Ocala/Gainesville

Clear Channel Outdoor

Description: US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1
Geopath ID: 337408 **Media Type:** Digital
Facing: SE **Size:** 14' x 48'
City: Ocala **Zip:** 34471
Latitude: 29.158857 **Longitude:** -82.131459
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	69,271	78,258

Highlights: US 441/301/27 Pine Ave. is Ocala's main north/south roadway through downtown. Along its route are commercial, industrial and medical areas. The State Attorney's office and two of the area's largest hospitals edge it in downtown Ocala. This digital bulletin reaches consumers and professionals traveling into Ocala from the south.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

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CONTRACT# WRS/260031

1496

008363 – Ocala/Gainesville

Clear Channel Outdoor

Description: SR 40 NS 1.3mi W/O I-75 F/E - 1
Geopath ID: 337435 **Media Type:** Digital
Facing: E **Size:** 10'6" x 36'
City: OCALA **Zip:** 34482
Latitude: 29.187032 **Longitude:** -82.206979
Current Advertiser:

Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	58,211	72,756

Highlights: This high profile digital bulletin is located on State Road 40, the East/West route running across Central Florida from Ormond Beach, to Ocala to Cedar Key. This roadway is a popular thoroughfare for beach goers and vacationers as they travel from Daytona Beach to Interstate 75. Strategically positioned in Ocala's Airport Industrial Park, this digital bulletin presents an excellent opportunity to target business owners and decision makers opening new offices, warehouses, and manufacturing plants throughout the up-and-coming area.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

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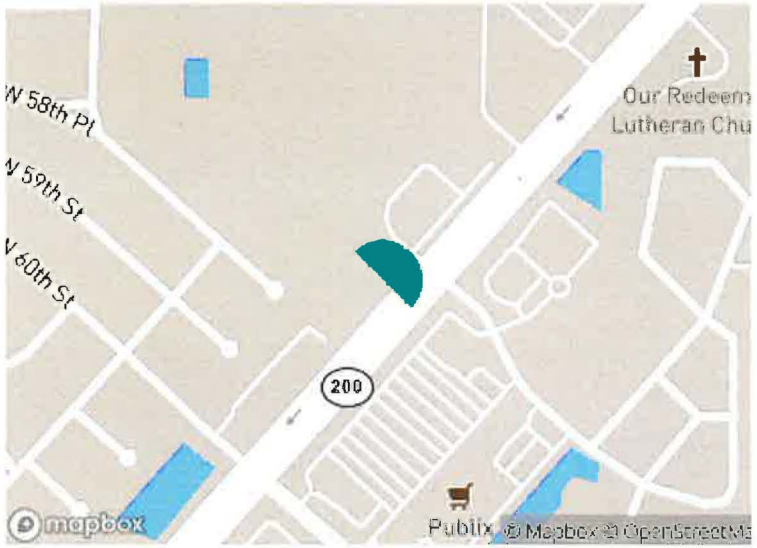
CONTRACT# WRS/260031

070506 – Ocala/Gainesville

Clear Channel Outdoor

Description: SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1
Geopath ID: 338033 **Media Type:** Digital
Facing: SW **Size:** 14' x 48'
City: Ocala **Zip:** 34474
Latitude: 29.127275 **Longitude:** -82.20885
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	88,898	118,322

Highlights: SR 200 is one of the major commuter arteries in Marion County as well as the main route from western communities into I-75 and Downtown Ocala. This digital unit is in one of the fastest growing residential areas in the county surrounded by medical, retail, restaurants, and car dealers. This new digital unit is located just minutes away from On Top of the World, Calesa, WEC and the recently opened world class FAST Aquatic and Training Center. This area is constantly busy and a rapidly growing community that offers it all.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

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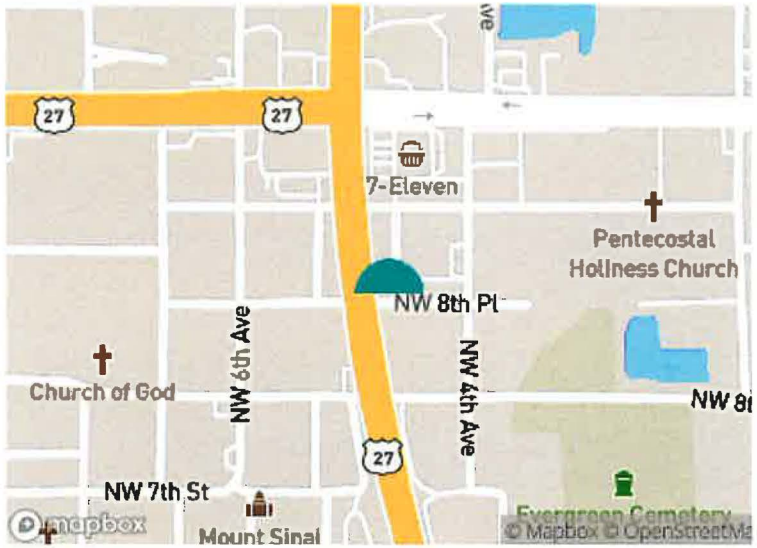
CONTRACT# WRS/260031

1498

082966 – Ocala/Gainesville

Clear Channel Outdoor

Description: US 441/301/27 ES 560ft S/O US 27 F/S - 1
Geopath ID: 50739226 **Media Type:** Digital
Facing: S **Size:** 10'6" x 36'
City: Ocala **Zip:** 34475
Latitude: 29.195451 **Longitude:** -82.141518
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	79,738	93,401

Highlights: Situated on US 441, a major north-south thoroughfare just south of the US 441/301/27 intersection, this Digital Bulletin captures the attention of both industrial freight and local commuter traffic. Located in the heart of Ocala, just north of the historic city district and HCA Florida Ocala Hospital, this billboard is surrounded by a vibrant mix of nature parks, recreational areas, local retail stores, service businesses, and popular QSR chain restaurants, ensuring high visibility to a diverse audience.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

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CONTRACT# WRS/260031

Digital-14' H x 48' W

Clear Channel Outdoor

Artwork Requirements

Artwork should be delivered 3 days prior to a scheduled contract date and formatted to the specifications below. Design using Photoshop & Illustrator

Design using Photoshop & Illustrator

400px H x 1400px W @ 72ppi

File Specifications

- RGB Color Mode
- No Bleed
- No Paths or Layers
- JPG (Quality 12 Maximum Compression)

File Delivery

Please contact your CCO representative for more information.

Design Considerations

- Design with Color & High Contrast
  Stick with fully saturated web-safe hues. Strong contrast in both hue and value are essential.
- Use Simple Backgrounds
  Steer clear of patterns or busy backgrounds, as they may compete with your text. Note: Try to avoid having the majority of the background as white since this might compete with creative elements.
- Use 7 to 10 Words
  Be concise and keep it simple.
- Use Bold, Easy-To-Read Fonts
  Thin fonts at a distance can optically fade or break up. Maximize the size of your headline & contact information to ensure legibility.

Disclaimer & Warning Guidelines: For roadside digital formats this copy must be in easily legible type and in a size at least 12 inches tall or as required by applicable law or regulation, whichever is greater.

Docusign Envelope ID: 9EDE8233-2C92-4330-B7AD-B8F91D6A9D77

CONTRACT# WRS/260031

Digital-10'6" H x 36' W

Clear Channel Outdoor

Artwork Requirements

Artwork should be delivered 3 days prior to a scheduled contract date and formatted to the specifications below. Design using Photoshop & Illustrator

Design using Photoshop & Illustrator

400px H x 1400px W @ 72ppi

File Specifications

- RGB Color Mode
- No Bleed
- No Paths or Layers
- JPG (Quality 12 Maximum Compression)

File Delivery

Please contact your CCO representative for more information.

Design Considerations

- Design with Color & High Contrast
  Stick with fully saturated web-safe hues. Strong contrast in both hue and value are essential.
- Use Simple Backgrounds
  Steer clear of patterns or busy backgrounds, as they may compete with your text.
  Note: Try to avoid having the majority of the background as white since this might compete with creative elements.
- Use 7 to 10 Words
  Be concise and keep it simple.
- Use Bold, Easy-To-Read Fonts
  Thin fonts at a distance can optically fade or break up. Maximize the size of your headline & contact information to ensure legibility.

Disclaimer & Warning Guidelines: For roadside digital formats this copy must be in easily legible type and in a size at least 12 inches tall or as required by applicable law or regulation, whichever is greater.

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Envelope Originator:
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Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure: Accepted: 5/24/2024 11:21:59 AM ID: c4be30fc-3462-4626-8334-765510855df2		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/27/2025 1:37:38 PM Viewed: 10/27/2025 3:11:40 PM Signed: 10/27/2025 3:25:12 PM
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Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/27/2025 3:25:14 PM Viewed: 10/27/2025 3:53:57 PM Signed: 10/27/2025 3:54:27 PM
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Editor Delivery Events	Status	Timestamp

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Tammy Warren twarren@ocalafl.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/27/2025 3:54:29 PM

Witness Events	Signature	Timestamp

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Envelope Updated	Security Checked	10/27/2025 3:16:29 PM
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Signing Complete	Security Checked	10/27/2025 3:54:27 PM
Completed	Security Checked	10/27/2025 3:54:29 PM

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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MEMORANDUM OF UNDERSTANDING (MOU) & COOPERATION AGREEMENT – STUDENT AND EMERGING ARTIST EXHIBIT

I. PURPOSE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the **CITY OF OCALA**, a Florida municipal corporation, hereinafter referred to as ("City"), **FINE ARTS FOR OCALA**, a not-for-profit corporation duly organized and authorized to doing business in the state of Florida hereinafter referred to as ("FAFO") (EIN# 59-1531258).

WHEREAS, City and FAFO share mutual goals of supporting local artists gain awareness of local organization programs, resources, local art shows/galleries, and volunteering/internship opportunities; and

WHEREAS, Parties desire to provide young artists with exposure and networking experience with other artists and community arts leaders; and

WHEREAS, Parties aspire to create opportunities for young artists to gain professional experience and mentoring, enhance their resumes, and participate in an official juried art show.

NOW THEREFORE, City and FAFO (collectively, the "Parties") enter into this MOU to establish their mutual understanding and cooperative efforts in support of these objectives.

II. RESPONSIBILITIES OF CITY

Under the terms of the Agreement, it is expected that the City's role will be to:

- Create applications for competition.
- Process artwork submissions along with contracting with successful applicants.
- Provide assistance with marketing via social media, digital and print advertising.
- Issue press releases of open call, competition winners and reception.
- Handle artist drop-off and pick-ups of artwork.
- Install/deinstall the exhibition and create/hang labels and signage.
- Provide ribbons and awards for winners.
- Select outside and City jurors for competition jury.
- Assist in the coordination of the reception and award ceremony at Ocala City Hall.

III. RESPONSIBILITIES OF FAFO

Under the terms of the Agreement, it is expected that FAFO's role will be to:

- Provide $1,000 scholarship donation for Best of show award prize.
- Assist with marketing and promotion of open call, exhibition, and reception/awards ceremony.
- Promotion of the exhibition and coordination with art teachers, participating artists, and arts organizations.
- Participate in public speaking opportunities for the exhibition and reception including presentation of awards.

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- Provide planning assistance for competition exhibition and reception.
- Assist in the coordination and set up of the reception and award ceremony at Ocala City Hall.
- Provide FAFO member juror(s) for competition jury.

IV. **IMPLEMENTATION**

A. **Funding**

Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this Agreement.

B. **Communications**

The Parties shall collaborate in the development of event programs, radio or print advertising, and event materials. Where relevant, branding will be accomplished in accordance with the Parties' respective legal, policy and procedural requirements.

Each Party shall respect each other's confidentiality policies, with the mutual understanding that the Parties intend to publicize their alliance and its objectives without disclosing any confidential or proprietary information of the other Party [or Parties]; but with an understanding that all City business must be conducted in accordance with Florida Law regarding public records and disclosure.

V. **PUBLIC RECORDS.** FAFO shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, FAFO shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 FAFO does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of FAFO or keep and maintain public records required by the public agency to perform the service. If FAFO transfers all public records to the public agency upon completion of the contract, FAFO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FAFO keeps and maintains public records upon completion of the contract, FAFO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF FAFO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FAFO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN

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OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

VI. **INDEMNITY.** FAFO shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of FAFO, its agents, and employees.

VII. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

VIII. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to FAFO:	Fine Arts For Ocala Attention: Emily Andrews, President P.O. Box 6229 Ocala, Florida 34478 E-mail: fafoocala@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

IX. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

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X. **ELECTRONIC SIGNATURE(S).** FAFO, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

XI. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

XII. **EFFECTIVE DATE, DURATION, AMENDMENTS, AND TERMINATION.** This Agreement becomes effective on the date of the last signature of all the Parties and shall continue through September 2026. The Agreement shall cover operation of the 2025 Student and Emerging Artists Exhibits. This Agreement shall be renewed for consecutive three-year terms by processing a renewal addendum which shall be executed by both parties no later than twelve months prior to the expiration of the Agreement or prior renewal addendum. Any other modifications to this Agreement must be made by written amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/23/2025.

ATTEST:

Signed by: Angel B. Jacobs 8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee 5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

FINE ARTS FOR OCALA

Signed by: Emily Andrews F12BFA90DC17418...

By: Emily Andrews
(Printed Name)

Title: President
(Title)

Certificate Of Completion

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Emily Andrews andrews.emilyr@gmail.com President Security Level: Email, Account Authentication (None)	Signed by: Emily Andrews F12BFA90DC17418... Signature Adoption: Pre-selected Style Using IP Address: 2600:8807:c957:dc00:75d1:eac1:a4bd:502	Sent: 10/13/2025 8:23:17 PM Viewed: 10/14/2025 3:48:19 PM Signed: 10/14/2025 3:49:47 PM
Electronic Record and Signature Disclosure: Accepted: 10/14/2025 3:48:19 PM ID: 891fafa7-d27f-479b-ac27-896893f61fe0		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/14/2025 3:49:48 PM Viewed: 10/23/2025 10:59:30 AM Signed: 10/23/2025 11:00:30 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:00:31 AM Viewed: 10/23/2025 11:01:30 AM Signed: 10/23/2025 11:01:38 AM
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Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:01:39 AM Viewed: 10/23/2025 11:27:11 AM Signed: 10/23/2025 11:27:23 AM

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Emily Andrews fafoocala@gmail.com FAFO, inc Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/13/2025 8:23:18 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/23/2025 11:27:11 AM
Signing Complete	Security Checked	10/23/2025 11:27:23 AM
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ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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Billing Address (if different) _____City_____ State _____Zip_____

Telephone ___**(352)351-6778**_____ Fax_____ Contact _____**Tammy Warren**_____ Cell phone_____

E-Mail _____**Twarren@ocalafl.gov**_____URL___**ocalafl.gov/waterresources**_____

Ad Size _**Full page**__ Ad Frequency _monthly Price (per insertion) _**$7,500 additional 2 page spread included**__in Trade _____

Start Date __**10/1/25- 9/30/26**__, 30-day notice required to move scheduled ad to a different month.

Charity Register: Ad size ____ Price _____ Special will donate to Charity of choice _____

*Will be invoiced 45 days prior to publication date. Donation: 1 page $100, ½ or ¼ page $50. Noncancellable.

Advertising Policy - Terms and Conditions

Publisher Rights Regarding Copy: Publisher reserves the right to revise, alter or reject any advertisement for any reason, or to omit advertisements without notice. No change in advertising copy will be made without Advertiser's prior consent. Publisher reserves the right to alter any materials received at variance with mechanical requirements. Such alterations may be billed at actual cost to the advertiser. Publisher will use reasonable caution to protect all printing materials but will not be liable for loss or damage.

Copy: Publisher is not responsible for errors in copy once the advertiser has approved a proof. Publisher cannot guarantee a proof for any ad that is submitted after the copy deadline. Copy deadline for all ads or promotional features is the 1st of the month prior to publication. Advertisements submitted after proof deadlines are submitted at Advertiser's own risk and Publisher assumes no liability for errors or omission in such advertisements.

Credit: The extension of credit is at the discretion of Publisher. Accounts are billed on the 1st of the month prior to publication and are due on the first day of the month of publication. All other invoices are due upon receipt. Late payments will be subject to a finance charge of 1.5% per month until paid. The undersigned individually, jointly and severally guarantees payment of the obligation. If any invoice is not paid within the terms established, Publisher reserves the right to reject ads at any time and cancel the Agreement without notice. In this event, all charges for advertising published prior to such cancellation shall immediately be due and payable at the Publisher's regular earned rates. Earned rate is defined as the rate that is earned for a specific number of insertions, e.g., a 12 time agreement that is cancelled after running 5 ads has earned the four time rate regardless of whether cancelled by Publisher because of nonpayment or cancelled by the client. Publisher agrees to accept credit card payments from Visa, MasterCard or American Express for any monies owed.

Rates: The Publisher reserves the right to revise rates, terms, specifications, deadlines and conditions contained herein upon sixty (60) days written notice to Client. Client shall have the right, within 15 days after notification of any such revision, to cancel the contract without penalty.

Terms & Conditions: Oral agreements are not recognized. Publisher is not obligated to return ads or ad materials, and is not responsible for any damage or loss of ads, copy, drawings or photography, art or any other material provided. The OCALA Magazine name and logo is the property of Publisher, and any reproduction or use without the written permission of authorized representatives is prohibited. New clients (anyone who has not advertised with OCALA Magazine in the previous 6 months) must pay the first insertion of this agreement at the time of signing. An advertorial (whether a new or existing client) must be paid in full before it is printed. One-half of the payment is due at the signing of this agreement and balance must be paid on approval for printing. In any event, by signing this agreement the undersigned is obligated to fulfill the agreement whether or not any monies are received at signing.

All copy changes must be supplied by the first of the month preceding publication date. All ad changes must be approved for printing by the tenth of the month preceding publication date. Should Client fail to supply copy or to make themselves available to approve proof, Publisher has the discretion to create an ad or promotional feature using name, address and phone number of Client or to not run the ad or advertorial and to invoice the contractual amount agreed. All clients will receive the first proof of their ad to approve for printing or make corrections (corrections could be photo/art and/or copy). A second proof will be shown when corrections are required. Any changes to the second proof will be approved by the salesperson for printing. Should a client require a third proof there would be an additional charge of $100 (should the change be photography that is different than approved in the first or second proof the charge for the third proof will be $250). Client will be invoiced $100 for any appointment with a writer or photographer that is cancelled without 24-hour notice. Client agrees that the charges are reasonable compensation for Publisher's accommodation.

Payment: Client guarantees that Client is solvent and that the payment due under the Agreement will be paid in full. Client will be responsible for the entire amount owed and Publisher may look to Client and/or assigned agents to collect the entire debt. If a Client's account is delinquent and placed with an attorney or collection agency, the Client agrees to pay any attorney's fees or cost of collection or other expenses incurred in collection of monies due the Publisher.

Regarding Barter for Contract: All barter will not depreciate in value, be charged fees or have any type of expiration date of any sort. Barter cannot be refused for any reason and will be used at any time. Barter is due with your payment and is considered part of the payment process and thus will be treated as so.

Cancellation / Earned Rate: All contracts may be cancelled by the Advertiser after the first insertion, provided written notice is received by the Publisher seventy-five (75) days from the first of the month of the month that the magazine is distributed. If such contracts are cancelled, the Advertiser will be liable for the difference between the discount rate and actual rate earned as per the rate card in effect at time of cancellation (see earned rate definition in **Credit** paragraph).

Unavoidable Non-Performance: Publisher is not liable for failure to publish ads or distribute the magazine because of floods, fire, riots, strikes, and shortages of materials, orders of government, failure of transportation, acts of God, war, accidents or other causes beyond our control. In such an event, the Agreement will be suspended during the period of inability to perform and the terms extended for a like period. Neither party shall have liability to the other party because of suspension.

Liability of Publisher: Publisher will not be liable by any reason for any error, for which it may be responsible, beyond liability for the cost of actual space occupied by the item in which the error occurred. In the case of typographical errors or omissions, Publisher shall not be liable beyond the printing cost of the area occupied by the advertisement. Notice of errors must be given in time for correction before additional insertions are made. Claims for error adjustments must be made within thirty (30) days of the error date. Publisher is not liable for copy corrections not provided in writing or for corrections made by telephone.

THIS CONTRACT IS NOT SELF-RENEWABLE.

The party signing the Agreement on behalf of the Client guarantees that he/she has full authority to enter into the Agreement on behalf of the Client and to bind the Client to perform the Agreement. The Agreement shall cover only advertising of the named Client and is not assignable by the Client. If Client contracts with an advertising agency or other agent, Client remains obligated to pay Publisher for all advertising purchases.

I have read this agreement and **agree that it includes all conditions of advertising.**

DocuSigned by:
Ken Whitehead
5877F71E38874F4...

Client Authorized Signature

Ken Whitehead

Client name printed

10/23/2025

Date

Form A102 – Valid 2024-25.

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
9A55AB8AAED04F3...

William E. Sexton, Esq., City Attorney

Certificate Of Completion

Envelope Id: 285AD669-6FA3-456C-92E8-CFAEBCCE2398
Status: Completed
Subject: FOR SIGNATURE - Ocala Magazine Marketing Agreement (WRS/260043)
Source Envelope:
Document Pages: 1
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 0
Porsha Ullrich
AutoNav: Enabled
110 SE Watula Avenue
EnvelopeId Stamping: Enabled
City Hall, Third Floor
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/10/2025 9:23:05 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/10/2025 9:24:17 AM Viewed: 10/23/2025 11:03:27 AM Signed: 10/23/2025 11:03:36 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:03:37 AM Viewed: 10/23/2025 11:29:19 AM Signed: 10/23/2025 11:29:41 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/10/2025 9:24:17 AM
Certified Delivered	Security Checked	10/23/2025 11:29:19 AM
Signing Complete	Security Checked	10/23/2025 11:29:41 AM
Completed	Security Checked	10/23/2025 11:29:41 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: A1B53093-CDD3-4011-8643-78D4CDC7C227

8 September 2025

City of Ocala
4200 SE 24th Street
Ocala, FL 33471

For the attention of: Benjamin Moose

Ref. No. MK/250908/BM

TECHNICAL SUPPORT AND SERVICE CONTRACT RENEWAL FOR AQ1 & BD VALIDATION

Dear Benjamin:

Thank you for choosing SEAL Analytical to provide your Technical Support and Service this past year. I hope you have been satisfied with the service you have received.

Your current contract **expires on 18 January 2026** and enclosed you will find our quotation for its renewal, along with a Contract Renewal Agreement. Should you wish to extend your service contract, please kindly sign and return one copy of the Renewal Agreement with your preferred method of payment.

I hope that you will choose to renew your contract but, in any event, I wish you a trouble free year ahead.

Yours sincerely,
On behalf of SEAL Analytical Inc.

Mark Kresa
Technical Support Dept.

mkresa@seal-us.com

Docusign Envelope ID: A1B53093-CDD3-4011-8643-78D4CDC7C227

PRICE QUOTATION – Premium AQ1 Contract Renewal & BD Validation

Date: 9/8/2025

Issued By (for **SEAL Analytical)**

Ref. No. MK/250908/BM

..... Technical Support Dept.
SEAL Analytical

City of Ocala
4200 SE 24th Street
Ocala, FL 33471

Phone: (352) 629-8212
Email: bmoose@ocalafl.org

For the attention of: Benjamin Moose

	Valid until December 8, 2025
Premium Service and Support Contract to Cover: AQ1 Discrete Analyzer (S/N 160493) BD50 Digestion system (S/N 5146U00528) See Premium Support Contract Agreement Form for Terms of Contract Coverage Period: 19 January 2026 – 18 January 2027	
Annual Premium	**$ 7,890.00**

Docusign Envelope ID: A1B53093-CDD3-4011-8643-78D4CDC7C227

PREMIUM SUPPORT CONTRACT AGREEMENT

1. EQUIPMENT AND LOCATION

Description	**Serial Number:**
AQ1 Discrete Analyzer	# 160493
BD50 Digestion system	# 5146U00528

The equipment defined in paragraph 1 of this agreement is located at:-

City of Ocala
4200 SE 24th Street
Ocala, FL 33471

2. COVERAGE TO INCLUDE

- One AQ1 preventative maintenance visit (travel expenses, labor, and standard PM parts included) **To meet scheduling and travel demands, please allow approximately 30 days after receipt of payment and/or from the date of request for the on-site PM service**
- One 1-day emergency on-site visit (travel expenses and labor included, on-site within 3 business days) or free loan unit with free shipping for the AQ1, if needed.
- BD calibration certification (**to be completed during same AQ1 PM site visit**)
- 20% discount on all service parts fitted at PM visit
- 20% discount on service parts fitted at emergency visit
- 20% discount on additional loan units (subject to availability)
- 20% discount on parts and labor for factory returned service repairs
- 20% discount on all consumable items
- 20% discount on training programs
- Free AQ software upgrades
- Updated method revisions free of charge
- Telephone and email support

Excludes PC, monitor, and printer.

3. SERVICE FEE

The service fee in respect of the equipment at the location defined in paragraph 2 of this agreement shall be **$ 7,890.00** per annum.

Note **Contract coverage period: 19th January 2026 – 18th January 2027**

For and on behalf of
SEAL Analytical, Inc.

Mark Kresa
Technical Support Dept.

For and on behalf of
City of Ocala

DocuSigned by:
Ken Whitehead
5e7f7f7e3e8e4e1...
Signature in ink

Ken Whitehead Assistant City Manager
Name and title printed

SEAL Analytical 6501 W. Donges Bay Rd. Mequon WI 53092
Tel: 262-241-7900 Fax: 262-241-7970 Website: www.seal-analytical.com

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Certificate Of Completion

Envelope Id: A1B53093-CDD3-4011-8643-78D4CDC7C227 Status: Completed

Subject: FOR SIGNATURE - Technical Support and Service Contract Renewal_ Seal Analytical (WSD/17-024)

Source Envelope:

Document Pages: 3 Signatures: 2 Envelope Originator:

Certificate Pages: 5 Initials: 0 Porsha Ullrich

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Porsha Ullrich Location: DocuSign

10/17/2025 9:46:38 AM pullrich@ocalafl.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 9:50:44 AM Viewed: 10/23/2025 11:02:24 AM Signed: 10/23/2025 11:02:58 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:02:59 AM Viewed: 10/23/2025 11:28:08 AM Signed: 10/23/2025 11:29:01 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 9:50:45 AM
Certified Delivered	Security Checked	10/23/2025 11:28:08 AM
Signing Complete	Security Checked	10/23/2025 11:29:01 AM
Completed	Security Checked	10/23/2025 11:29:01 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 6CA9540E-1785-447A-89C8-A1FBCAE766F1

Trihedral, Inc. • 7380 West Sand Lake Road, Suite 100 • Orlando, Florida 32819 • USA
Phone: (407) 888-8203 • Fax: (902) 835-0369
http://www.trihedral.com

Trihedral®
A Delta Group Company

Order Confirmation

Order Number	Q35541
Terms	Net 30 Days
Date	09-02-2025
Sales Person	Bryan Sinkler
Valid Until	10-02-2025
Tax Info.	Tax ID# 26-0449423

Please allow up to two business days to process your order, and if applicable, include the Trihedral Order Confirmation # on your PO.

Copy all PO's to sales@trihedral.com.

Bill To

Luis Acosta
City of Ocala Water Resources
1805 NE 30 Avenue, Building 600
Ocala, FL 34470
USA

Ship To

Luis Acosta
City of Ocala Water Resources
1805 NE 30 Avenue, Building 600
Ocala, FL 34470
USA

S/N 7875 - LS Primary (VTScada1)

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,350.00	$ 1,350.00
2	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00

Current SupportPlus Expiry Date: October 30, 2025
Proposed SupportPlus Expiry Date: October 30, 2026
License Value for Renewals: $11,700.00

Group Totals

Subtotal:	$ 1,755.00
Total:	$ 1,755.00

S/N 20110 - WRF#3 -1

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,319.25	$ 1,319.25
2	1	VTScada 25K - Thin Client - Single - Renewal @15%	$ 505.50	$ 505.50
3	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00
4	-1	Special Discount - VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ -405.00

Current SupportPlus Expiry Date: October 30, 2025
Proposed SupportPlus Expiry Date: October 30, 2026
License Value for Renewals: $14,865.00

Group Totals

Subtotal:	$ 1,824.75
Total:	$ 1,824.75

S/N 20111 - Primary VTScada 2

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Runtime - Renewal @15%	$ 675.00	$ 675.00
2	1	VTScada 25K - Thin Client - Unlimited - Renewal @15%	$ 3,374.44	$ 3,374.44
3	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00

Current SupportPlus Expiry Date: October 30, 2025
Proposed SupportPlus Expiry Date: October 30, 2026
License Value for Renewals: $37,195.00

Group Totals

Subtotal:	$ 4,454.44
Total:	$ 4,454.44

S/N 20196 - WRF #2-1

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,319.25	$ 1,319.25

Docusign Envelope ID: 6CA9540E-1785-447A-89C8-A1FBCAE766F1

Trihedral, Inc. • 7380 West Sand Lake Road, Suite 100 • Orlando, Florida 32819 • USA
Phone: (407) 888-8203 • Fax: (902) 835-0369
http://www.trihedral.com

2	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00
3	-1	Special Discount - VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ -405.00
		Current SupportPlus Expiry Date: October 30, 2025 Proposed SupportPlus Expiry Date: October 30, 2026 License Value for Renewals: $11,495.00		

Group Totals

Subtotal: $ 1,319.25
Total: $ 1,319.25

S/N 20215 - WTP#1-1

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,319.25	$ 1,319.25
2	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00
3	-1	Special Discount - VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ -405.00
		Current SupportPlus Expiry Date: October 30, 2025 Proposed SupportPlus Expiry Date: October 30, 2026 License Value for Renewals: $11,495.00		

Group Totals

Subtotal: $ 1,319.25
Total: $ 1,319.25

S/N 20216 - Perry Full Development

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,319.25	$ 1,319.25
		Current SupportPlus Expiry Date: October 30, 2025 Proposed SupportPlus Expiry Date: October 30, 2026 License Value for Renewals: $11,495.00		

Group Totals

Subtotal: $ 1,319.25
Total: $ 1,319.25

S/N 20151 - WRF #1-1

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,319.25	$ 1,319.25
2	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00
3	-1	Special Discount - VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ -405.00
		Current SupportPlus Expiry Date: October 30, 2025 Proposed SupportPlus Expiry Date: October 30, 2026 License Value for Renewals: $11,495.00		

Group Totals

Subtotal: $ 1,319.25
Total: $ 1,319.25

S/N 54130 - Scada 3

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Runtime - Renewal @15%	$ 779.25	$ 779.25
2	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00
3	-1	Special Discount - VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ -405.00
		Current SupportPlus Expiry Date: October 30, 2025 Proposed SupportPlus Expiry Date: October 30, 2026 License Value for Renewals: $5,195.00		

Docusign Envelope ID: 6CA9540E-1785-447A-89C8-A1FBCAE766F1

Trihedral, Inc. • 7380 West Sand Lake Road, Suite 100 • Orlando, Florida 32819 • USA
Phone: (407) 888-8203 • Fax: (902) 835-0369
http://www.trihedral.com

Group Totals

Subtotal:	$ 779.25
Total:	$ 779.25

Quotation Totals

Currency:	US Dollar
Subtotal:	$ 14,090.44
Total:	$ 14,090.44

Terms and Conditions:

This Order Confirmation shall be interpreted in accordance with and governed by the laws of the State of Florida, and the Customer attorns to the exclusive jurisdiction of the courts of Marion County, Florida, with respect to the adjudication of any issue concerning this Order Confirmation, with the exception that the use of the VTScada Software shall be governed exclusively by the VTScada Software License Agreement (Standard conditions) available from https://www.trihedral.com/license-agreement.

In witness whereof, the Parties below execute this Contract as of the latest date below written.

Accepted By

City of Ocala Water Resources		Trihedral, Inc.	
Order Number	Q35541	Print Name	Barry Baker
Print Name	Ken Whitehead	Title	Director
Title	Assistant City Manager	Signature	
Signature	DocuSigned by: Ken Whitehead 5677F71E38874F4...		
Date	10/23/2025		
Purchase Order #:		Date	09-02-2025

Approved as to form and Legality:

Signed by: William E. Sexton, Esq. 1155A88ABED04F3...
William E. Sexton, City Attorney

Certificate Of Completion

Envelope Id: 6CA9540E-1785-447A-89C8-A1FBCAE766F1
Status: Completed
Subject: FOR SIGNATURE - Trihedral Software for SCADA Agreement (WRS/14-040)
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/8/2025 1:24:31 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/8/2025 1:26:50 PM Resent: 10/21/2025 9:42:07 AM Viewed: 10/23/2025 11:29:35 AM Signed: 10/23/2025 11:36:15 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:36:16 AM Viewed: 10/23/2025 11:38:34 AM Signed: 10/23/2025 11:39:07 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/8/2025 1:26:50 PM
Certified Delivered	Security Checked	10/23/2025 11:38:34 AM
Signing Complete	Security Checked	10/23/2025 11:39:07 AM
Completed	Security Checked	10/23/2025 11:39:07 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

VERSION 344856 9/19/2025 12:28 PM EDT

Clear Channel Outdoor

SALES CONTRACT

ACCOUNT EXECUTIVE
Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC
731 SW 37th Avenue
Ocala, FL 34474

ORDER #1274510-OCA
City of Ocala Utilities Department - Water Conservation April 2026 - 04/06/2026

ADVERTISER

City of Ocala Utilities Department (#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

BILL TO

City of Ocala Utilities Department (#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

OCALA/GAINESVILLE

OOH SERVICES

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Digital Bulletin 1 slots	**#OCA008329** - US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1 - 14' x 48'	4/6/2026	4-Week	$1,000.00	1.0	$1,000.00
Display, Fixed	Digital Bulletin 1 slots	**#OCA008363** - SR 40 NS 1.3mi W/O I-75 F/E - 1 - 10'6" x 36'	4/6/2026	4-Week	$1,000.00	1.0	$1,000.00
Display, Fixed	Digital Bulletin 1 slots	**#OCA070506** - SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1 - 14' x 48'	4/6/2026	4-Week	$1,000.00	1.0	$1,000.00
Display, Fixed	Digital Bulletin 1 slots	**#OCA082966** - US 441/301/27 ES 560ft S/O US 27 F/S - 1 - 10'6" x 36'	4/6/2026	4-Week	$1,000.00	1.0	$1,000.00

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	$4,000.00
TOTAL	$4,000.00

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

VERSION 344856 9/19/2025 12:28 PM EDT

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915

TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:
"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
"Campaign" shall mean the advertising services described in the Contract.
"CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
"Customer" shall mean the advertiser and any agency or buying service named in the Contract.
"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
d. Payments made by credit card and virtual credit card may be subject to a surcharge.
e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that:
(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
(2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes. (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the commencement date specified in the Contract and commence billing on the date copy is fully displayed.
f. For non-digital Signs, illumination will only be provided if illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination", provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE

a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
- The US Foreign Corrupt Practices Act 1977; and
- Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").

b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."
b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. ~~INDEMNIFICATION AND HOLD HARMLESS~~

~~Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.~~

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. ~~Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.~~

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CITY OF OCALA UTILITIES DEPARTMENT

DocuSigned by:
Ken Whitehead
5877CF1E8874F4...
Signature

Ken Whitehead
Name

10/21/2025
Date

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned by:
Bradley Lacher
734109CA142B4A5...
Signature

Bradley Lacher
Name

10/9/2025
Date

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, City Attorney

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

Clear Channel Outdoor

GET MORE WITH US.

City of Ocala Utilities Department

Water Conservation April 2026

September 19, 2025

Shelly Ashley
Senior Account Executive
731 SW 37th Avenue, Ocala, FL 34474
O 352.479.6927 M 352.286.3865
Shellyashley@clearchannel.com

CONTRACT# WRS/260032

Clear Channel Outdoor

Flight Name: F-2589792
Market Name: Orlando-Daytona Beach-Melbourne FL
Market Type: DMA

Start Date: April 6, 2026
End Date: May 3, 2026
Duration: 4 Weeks

Map Loc.#	Media Type	Panel ID	Location Description	Facing	Display Size (h x w)	Illum (Y/N)	4-Wk Proposed Rate	Add'l Costs	Total Price
1	Digital	008329	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	SE	14' x 48'	Yes	$1,000	$0	$1,000
2	Digital	008363	SR 40 NS 1.3mi W/O I-75 F/E - 1	E	10'6" x 36'	Yes	$1,000	$0	$1,000
3	Digital	070506	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	SW	14' x 48'	Yes	$1,000	$0	$1,000
4	Digital	082966	US 441/301/27 ES 560ft S/O US 27 F/S - 1	S	10'6" x 36'	Yes	$1,000	$0	$1,000

Target Demo – Persons 18+ yrs

Map Loc.#	Media Type	Panel ID	Location Desc.	Location Des.	Weekly Total 18+ Imps	Weekly Total Imps	CPM
1	Digital	008329	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	78,258	78,258	$3.61
2	Digital	008363	SR 40 NS 1.3mi W/O I-75 F/E - 1	SR 40 NS 1.3mi W/O I-75 F/E - 1	72,756	72,756	$4.29
3	Digital	070506	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	118,322	118,322	$2.81
4	Digital	082966	US 441/301/27 ES 560ft S/O US 27 F/S - 1	US 441/301/27 ES 560ft S/O US 27 F/S - 1	93,401	93,401	$3.14
			Totals:		**362,737**	**362,738**	**$0.00**

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CONTRACT# WRS/260032

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

Flight	Total Price
F-2589792	$4,000
Totals	$4,000

Important Notes:
Sizes are approximate and not intended for final production specifications. All calculations are based on four week periods. All space submitted is without reservation and subject to prior sale. This proposal does not include the cost of production or extensions/embellishments unless stated otherwise. All space rates are quoted as net. Any additional costs are not agency commissionable unless otherwise stated. Market may be subject to sales tax, please contact your representative for details. Total Price may include estimated sales tax on media, production, shipping, installation.

The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. They do not represent all impressions available on the structure, since these structures have multiple spots. For Quantity/Custom campaigns, impression and rating point delivery are calculated using the market average and multiplying that by the number of units contracted. This is an estimate, and not a guarantee of delivery. Metrics provided for Quantity/Full Market buys are estimates and will be finalized once actual locations are selected.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this proposal. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

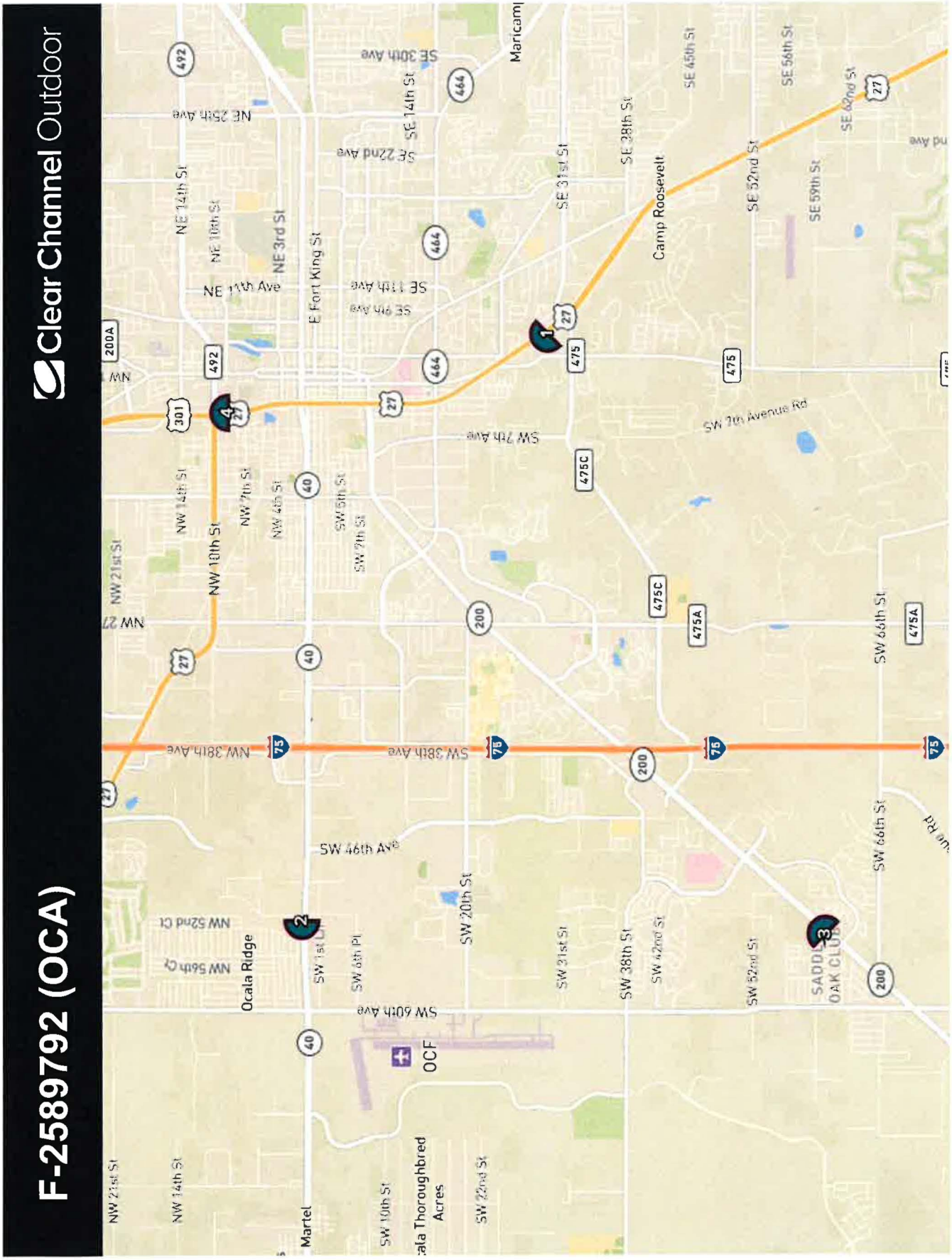
Clear Channel will deliver at least 92.5% of total contracted time for digital inventory.

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this proposal. Based on that certificate, taxes were omitted from this proposal. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

DEFINED TERMS:
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

CONTRACT# WRS/260032

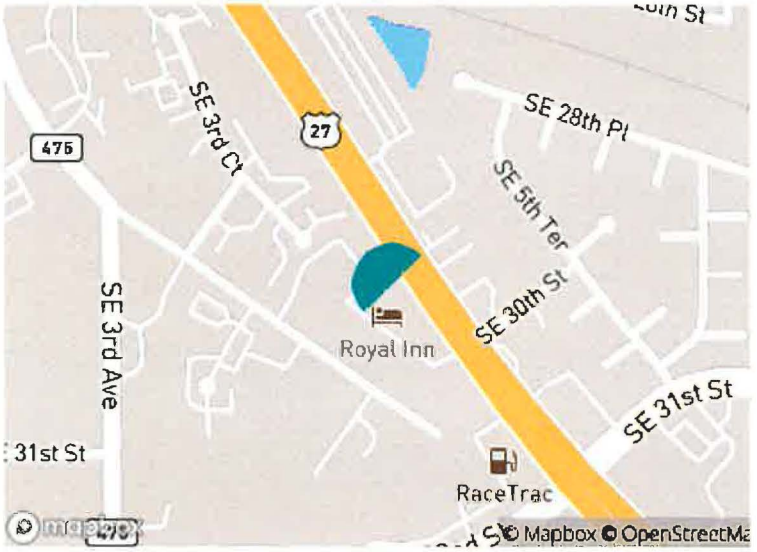
Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8



008329 – Ocala/Gainesville

Clear Channel Outdoor

Description:	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1		
Geopath ID:	337408	**Media Type:**	Digital
Facing:	SE	**Size:**	14' x 48'
City:	Ocala	**Zip:**	34471
Latitude:	29.158857	**Longitude:**	-82.131459
Current Advertiser:			



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	69,271	78,258

Highlights: US 441/301/27 Pine Ave. is Ocala's main north/south roadway through downtown. Along its route are commercial, industrial and medical areas. The State Attorney's office and two of the area's largest hospitals edge it in downtown Ocala. This digital bulletin reaches consumers and professionals traveling into Ocala from the south.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

008363 – Ocala/Gainesville

Clear Channel Outdoor

Description: SR 40 NS 1.3mi W/O I-75 F/E - 1
Geopath ID: 337435 **Media Type:** Digital
Facing: E **Size:** 10'6" x 36'
City: OCALA **Zip:** 34482
Latitude: 29.187032 **Longitude:** -82.206979
Current Advertiser:

Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	58,211	72,756

Highlights: This high profile digital bulletin is located on State Road 40, the East/West route running across Central Florida from Ormond Beach, to Ocala to Cedar Key. This roadway is a popular thoroughfare for beach goers and vacationers as they travel from Daytona Beach to Interstate 75. Strategically positioned in Ocala's Airport Industrial Park, this digital bulletin presents an excellent opportunity to target business owners and decision makers opening new offices, warehouses, and manufacturing plants throughout the up-and-coming area.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

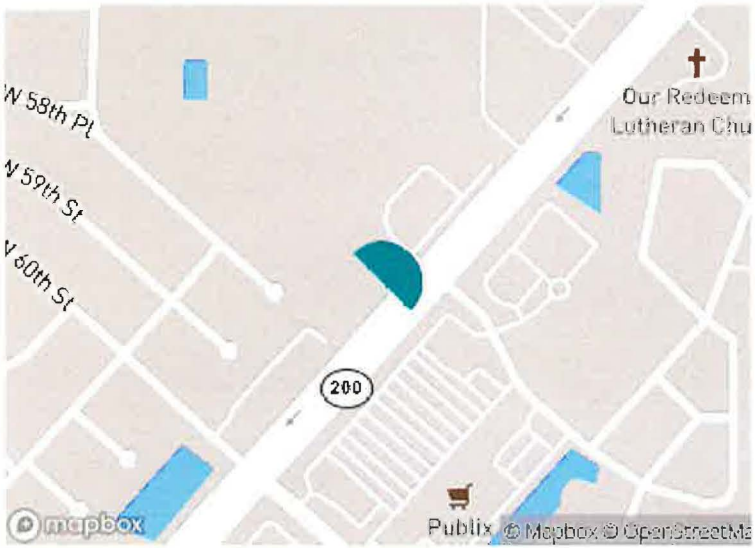
Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

070506 – Ocala/Gainesville

Clear Channel Outdoor

Description: SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1
Geopath ID: 338033 **Media Type:** Digital
Facing: SW **Size:** 14' x 48'
City: Ocala **Zip:** 34474
Latitude: 29.127275 **Longitude:** -82.20885
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	88,898	118,322

Highlights: SR 200 is one of the major commuter arteries in Marion County as well as the main route from western communities into I-75 and Downtown Ocala. This digital unit is in one of the fastest growing residential areas in the county surrounded by medical, retail, restaurants, and car dealers. This new digital unit is located just minutes away from On Top of the World, Calesa, WEC and the recently opened world class FAST Aquatic and Training Center. This area is constantly busy and a rapidly growing community that offers it all.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

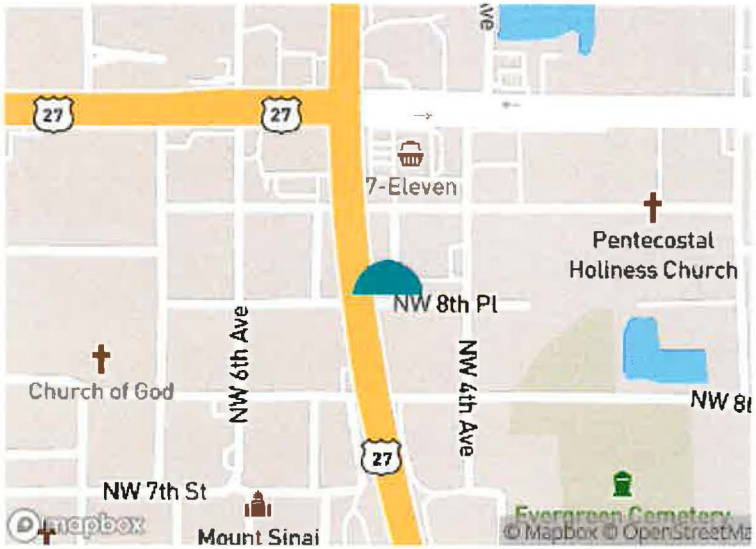
Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

082966 – Ocala/Gainesville

Clear Channel Outdoor

Description: US 441/301/27 ES 560ft S/O US 27 F/S - 1
Geopath ID: 50739226 **Media Type:** Digital
Facing: S **Size:** 10'6" x 36'
City: Ocala **Zip:** 34475
Latitude: 29.195451 **Longitude:** -82.141518
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	79,738	93,401

Highlights: Situated on US 441, a major north-south thoroughfare just south of the US 441/301/27 intersection, this Digital Bulletin captures the attention of both industrial freight and local commuter traffic. Located in the heart of Ocala, just north of the historic city district and HCA Florida Ocala Hospital, this billboard is surrounded by a vibrant mix of nature parks, recreational areas, local retail stores, service businesses, and popular QSR chain restaurants, ensuring high visibility to a diverse audience.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

Digital-14' H x 48' W

Clear Channel Outdoor

Artwork Requirements

Artwork should be delivered 3 days prior to a scheduled contract date and formatted to the specifications below. Design using Photoshop & Illustrator

Design using Photoshop & Illustrator

400px H x 1400px W @ 72ppi

File Specifications

- RGB Color Mode
- No Bleed
- No Paths or Layers
- JPG (Quality 12 Maximum Compression)

File Delivery

Please contact your CCO representative for more information.

Design Considerations

- Design with Color & High Contrast
  Stick with fully saturated web-safe hues. Strong contrast in both hue and value are essential.
- Use Simple Backgrounds
  Steer clear of patterns or busy backgrounds, as they may compete with your text. Note: Try to avoid having the majority of the background as white since this might compete with creative elements.
- Use 7 to 10 Words
  Be concise and keep it simple.
- Use Bold, Easy-To-Read Fonts
  Thin fonts at a distance can optically fade or break up. Maximize the size of your headline & contact information to ensure legibility.

Disclaimer & Warning Guidelines: For roadside digital formats this copy must be in easily legible type and in a size at least 12 inches tall or as required by applicable law or regulation, whichever is greater.

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

Digital-10'6" H x 36' W

Clear Channel Outdoor

Artwork Requirements

Artwork should be delivered 3 days prior to a scheduled contract date and formatted to the specifications below. Design using Photoshop & Illustrator

Design using Photoshop & Illustrator

400px H x 1400px W @ 72ppi

File Specifications

- RGB Color Mode
- No Bleed
- No Paths or Layers
- JPG (Quality 12 Maximum Compression)

File Delivery

Please contact your CCO representative for more information.

Design Considerations

- Design with Color & High Contrast
  Stick with fully saturated web-safe hues. Strong contrast in both hue and value are essential.
- Use Simple Backgrounds
  Steer clear of patterns or busy backgrounds, as they may compete with your text.
  Note: Try to avoid having the majority of the background as white since this might compete with creative elements.
- Use 7 to 10 Words
  Be concise and keep it simple.
- Use Bold, Easy-To-Read Fonts
  Thin fonts at a distance can optically fade or break up. Maximize the size of your headline & contact information to ensure legibility.

Disclaimer & Warning Guidelines: For roadside digital formats this copy must be in easily legible type and in a size at least 12 inches tall or as required by applicable law or regulation, whichever is greater.

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

Certificate Of Completion

Envelope Id: 02F831B0-8678-4166-8B92-76B493D8DAE8
Status: Completed
Subject: FOR SIGNATURE - Water Conservation Billboard Agreement (WRS/260032)
Source Envelope:
Document Pages: 15
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/6/2025 4:51:50 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Bradley Lacher bradleylacher@clearchannel.com Security Level: Email, Account Authentication (None)	DocuSigned by: Bradley Lacher 734102CA142B4A5... Signature Adoption: Pre-selected Style Using IP Address: 50.207.27.170	Sent: 10/6/2025 4:54:31 PM Viewed: 10/9/2025 8:42:41 AM Signed: 10/9/2025 8:42:50 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2024 11:21:59 AM ID: c4be30fc-3462-4626-8334-765510855df2		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/9/2025 8:42:52 AM Viewed: 10/20/2025 3:05:32 PM Signed: 10/20/2025 3:06:24 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 3:06:26 PM Viewed: 10/21/2025 2:08:08 PM Signed: 10/21/2025 2:09:33 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2025 4:54:31 PM
Certified Delivered	Security Checked	10/21/2025 2:08:08 PM
Signing Complete	Security Checked	10/21/2025 2:09:33 PM
Completed	Security Checked	10/21/2025 2:09:33 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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CONTRACT# REC/260070

Marion County
Board of County Commissioners

Parks & Recreation

111 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8560
Fax: 352-671-8550

PARKS & RECREATION EVENT AGREEMENT FOR USE OF FACILITIES AT Horseshoe Lake

Event Organizer: Fort King Heritage Foundation/ City of Ocala Recreation & Parks

Contact Person(s): Samantha Jarvis

Phone Number: 352-789-7802 Email Address: sjarvis@ocalafl.org

Event Name: Women's History Month/Pioneer Games Day Vendor Stay

Event Description:

Free lodgings for vendors participating in the above events.

Dates Requested: March 19-21 Times Requested: All Day

INVOICE DETAILS

Park Event Facility Fees	Rate	Unit	Qty.	Total
1 – 249 participants	$100	Day		
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500+ participants	$500	Day		
Other Event Fees	**Rate**	**Unit**	**Qty.**	**Total**
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Electricity: 4 – 8 hours	$100	Full Day		
Pavilion Rental[1]	$40	Day		
Field Lights	$25	Hr.		
Concession	$100	Day		
Other: Cabin Rental	$100	Night	3	$300.00
Other:				
Staffing Fees	**Rate**	**Unit**	**Qty.**	**Total**
Park Services Worker	$25	Hr.		
Park Ranger	$35	Hr.		
Other:				
			Subtotal – Taxable:	
			Subtotal – Non Taxable:	$300.00
			SUB TOTAL:	**$300.00**

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Rental Tax 3%:	
Administrative Fee:	
Deposit[2]:	$100.00
Credit Card Processing Fee 2.65% (if applicable):	
TOTAL:	**$400.00**

Additional Information:

1. Price of pavilion rental is determined by size of pavilion.
2. Deposit for Events with 1 – 499 participants is $100; $250 for 500+ participants; plus an additional $100 for concession stand reservations, if applicable.

TERMS AND CONDITIONS

1. Only the facilities ("Facilities") designated within this Parks & Recreation Special Event Agreement ("Agreement") and assigned by Department staff pursuant to Section 6 below are approved for use by the Event Organizer ("Organizer").
2. Organizer must remove all personal items (tents, canopies, food, grills, etc.) from the Facility, including the concession stand, within twenty-four (24) hours of the conclusion of the Event.
3. **Assumption of Risk, Release, Indemnification, Hold Harmless and Defend, Sovereign Immunity, Binding on Others, Responsible Operation, Independent Contractor, Purpose and Severability.**

3.1. **Assumption of Risk.**

A. Organizer acknowledges that special events in a public space (weddings, fundraising events, triathlon, 5K or other event considered outside of typical park usage) presents certain risk and when performed during a national pandemic of Coronavirus ("COVID-19") the risk is increased.

B. Organizer acknowledges that COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact, including contact with carriers of the virus displaying no symptoms.

C. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

D. Organizer acknowledges that in its use of the Facilities, Organizer and its users both pose and are exposed to the enhanced risks as contemplated in this Agreement.

E. The Marion County Board of County Commissioners (Marion County) in no way warrants that COVID-19 infection, severe illness, personal injury, permanent disability, or death will not occur to Organizer or its users as a result of the Organizer's use of the Facilities.

F. **Organizer voluntarily assumes all risk**, known and unknown, of infection, illness, injury, disability, including death or damage, however caused, to the fullest extent of the law.

3.2. **Release.**

A. **Organizer hereby releases**, absolves, acquits, waives, and forever discharges Marion County, its officials, governmental authorities, employees, agents, and volunteers, ("Released Parties") for every claim, demand, and cause of action of whatever nature or kind, COVID-19 contamination, illness, disease, disability, personal injury, including death, or damage to property, arising from or associated with this Agreement or Organizer's use of the Facilities.

B. This release includes claims for strict liability for abnormally dangerous activities.

C. This release survives the expiration or termination of this Agreement.

3.3. **Indemnification Hold Harmless and Defend**.

A. **Organizer agrees to indemnify, hold harmless, and defend the Released Parties** against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards, and actions of whatever kind or nature, including reasonable attorney's fees and costs on appeal, arising out of this Agreement or Organizer's use of the Facilities, and damages (including, but not limited to, actual and

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consequential damages) arising from any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Organizer.

B. **Organizer shall satisfy any judgment against the Released Parties** and reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees and fees on appeal that the Released Parties incur because of any claims made against them arising out of this Agreement or Organizer's use of the Facilities.

C. Organizer's grant of indemnity hereby survives the expiration or termination of this Agreement.

3.4. **Sovereign Immunity.** This parties acknowledge that Marion County is a governmental entity and does not waive any sovereign immunity protections provided in Section 768.28, Florida Statutes, as it may be amended from time to time.

3.5. **Organizer to Ensure the Release, Indemnification, Hold Harmless and Defend are Binding on Users**.

A. Organizer agrees that for safety purposes and the protection of Marion County, and as part of the consideration for entering into this Agreement, the protections afforded Marion County need to govern and apply equally to all its users.

B. Organizer agrees that Organizer, not Marion County, is in a position to best cause safety compliance by the users.

C. Organizer agrees it shall ensure the release, indemnification, hold harmless and defend provisions of this Agreement in favor of County are binding upon, known to, and abided by its users.

D. Organizer specifically agrees that failure of Organizer to comply with this Section shall result in Organizer, not Marion County, assuming full responsibility for any resulting liability.

3.6. **Responsible Operation.**

A. Organizer agrees to responsibly perform under this Agreement and use of the Facilities.

B. Organizer's responsible performance and use includes complying with, and requiring its users to comply with up-to-date health and safety recommendations of the Federal and State authorities, including the Center for Disease Control recommendation to wear person protective equipment and social distancing as a means to prevent the spread of COVID-19.

C. Organizer shall take particular care to ensure for the safety of its users and members of the public.

3.7. **Independent Contractor.** In the performance of this Agreement, Organizer acknowledges it is an Independent Contractor, and not an agent, employee, partner, joint venture, or associate of County in any capacity. Organizer is solely responsible for the means, methods, techniques, sequences, and procedures utilized by Organizer. Organizer specifically affirms that the Released Parties have no control over, are not involved in any way, and assume no responsibility for Organizer's performance under this Agreement or Organizer's use of the Facilities.

3.8. **Purpose of Severability.**

A. Organizer acknowledges, in light of the inherent and unknown risks involved in the use of the Facilities during the COVID-19 pandemic and as part of the consideration for this Agreement, an important part of the purpose of this Agreement is to create enforceable Release, Indemnification, Hold Harmless and Defend provision in favor of the Released Parties as broad and inclusive as is permitted by law.

B. The parties agree that if any portion or provision of the intended protection of the Released Parties is found to be invalid or unenforceable, then the remainder will continue in full force and effect and any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purposes of this Agreement.

4. Insurance.

4.1. **Requirements.** Organizer shall maintain during the entire term of this Agreement and all periods in which Organizer is in possession of the Facilities, such commercial general liability insurance as will provide coverage for claims resulting in personal injury, bodily injury, and/or property damage, which may arise directly from Organizer's use of the Facilities. The amount

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of insurance shall not be less than One Million Dollars ($1,000,000.00) per occurrence. Organizer shall be listed as "_____" on the Certificate of Insurance as the named insured. Organizer shall list Marion County as additionally insured on the Certificate of Insurance as follows: "Marion County Board of County Commissioners, 601 SE 25th Ave., Ocala, FL 34471."

4.2. **Use is Contingent Upon Insurance.** Organizer shall ensure delivery of the certificate of insurance to the Marion County Parks & Recreation Department ("Department") at 111 SE 25th Ave, Ocala, FL 34471 no less than ten (10) business days prior to the scheduled use of the Facilities. If insurance is not procured by Organizer, Organizer will not be eligible to use the Facilities until proper insurance documentation is provided.

5. The use of mobile food vendors is only authorized through the Marion County Mobile Food Vendor process, available through the Department.
6. Special Event dates will be requested a minimum of thirty (30) days in advance. Department staff will confirm availability of the requested Facility and any applicable amenities as part of the review and approval process. Organizer shall have no right to use any facility until review and approval by the Department.
7. Organizer is responsible for assisting Marion County with monitoring and maintaining trash receptacles and restrooms during the duration of the Event. Organizer is responsible for contacting Department staff should trash receptacles or restrooms need attention.
8. At the end of the Event, the Department will conduct an inspection to determine if any damage has occurred and if wear and tear on the Facilities is excessive. Should such damage or abuse have occurred, the Organizer shall be invoiced for needed repairs and such amounts shall be due upon receipt.
9. Organizer, with the support of Marion County, enforce all park rules and policies to include (but not be limited to):
   9.1. Parking in designated parking spaces only.
   9.2. Prohibition of alcohol in park.
   9.3. Smoking in designated areas only.
10. Marion County has the right to terminate this Agreement at any time, with or without cause, with ten (10) days written notice. Marion County may terminate this agreement at any time for cause in the event of any breach of this Agreement by Organizer. Such termination shall be effective immediately upon written notice to Organizer.
11. In the event of a cancellation by the Organizer, a full refund will be issued with fourteen (14) days' written notice. A 50% refund may be issued with seven (7) days' written notice. If the Organizer cancels due to inclement weather, a refund will not be issued, but may be rescheduled to a later date.
12. Failure to pay Facility Fee or supply proof of insurance within prescribed terms or violation of Terms and Conditions may result in denial of future requests.

EVENT ORGANIZER:

Ken Whitehead
Printed Name

DocuSigned by: Ken Whitehead 5677F71E38874F4...
10/21/2025
Signature Date

COUNTY
MARION COUNTY, FLORIDA

Jim Couillard, PLA, ASLA Date
Parks & Recreation Director

Approved as to form and Legality:

Signed by: William E. Sexton, Esq. 4A3DA5B8A8E0AF3...
William E. Sexton, City Attorney

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OFFICIAL USE ONLY

Application reviewed by: _____ Date: _____

Insurance reviewed by: _____ Date: _____

Park event deposit received by: _____ Date: _____

Park event fee received by: _____ Date: _____

Certificate Of Completion

Envelope Id: 2A005BA8-33ED-43D9-8352-44A33D8DE2A7 Status: Completed

Subject: FOR SIGNATURE - Fort King Marion County Women's History Weekend Sponsorship Agreement (REC/260070)

Source Envelope:

Document Pages: 5 Signatures: 2 Envelope Originator:

Certificate Pages: 5 Initials: 0 Porsha Ullrich

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Porsha Ullrich Location: DocuSign

10/15/2025 9:56:50 AM pullrich@ocalafl.gov

Security Appliance Status: Connected Pool: StateLocal

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Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/15/2025 9:59:38 AM Viewed: 10/20/2025 3:07:07 PM Signed: 10/20/2025 3:07:51 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 3:07:52 PM Viewed: 10/21/2025 1:35:52 PM Signed: 10/21/2025 4:13:56 PM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

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Envelope Sent	Hashed/Encrypted	10/15/2025 9:59:38 AM
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CONTRACT# REC/260070

Marion County
Board of County Commissioners

Parks & Recreation

111 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8560
Fax: 352-671-8550

PARKS & RECREATION EVENT AGREEMENT FOR USE OF FACILITIES AT Horseshoe Lake

Event Organizer: Fort King Heritage Foundation/ City of Ocala Recreation & Parks

Contact Person(s): Samantha Jarvis

Phone Number: 352-789-7802 Email Address: sjarvis@ocalafl.org

Event Name: Women's History Month/Pioneer Games Day Vendor Stay

Event Description:

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Dates Requested: March 19-21 Times Requested: All Day

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Park Services Worker	$25	Hr.		
Park Ranger	$35	Hr.		
Other:				
			Subtotal – Taxable:	
			Subtotal – Non Taxable:	$300.00
			SUB TOTAL:	**$300.00**

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Rental Tax 3%:	
Administrative Fee:	
Deposit[2]:	$100.00
Credit Card Processing Fee 2.65% (if applicable):	
TOTAL:	**$400.00**

Additional Information:

1. Price of pavilion rental is determined by size of pavilion.
2. Deposit for Events with 1 – 499 participants is $100; $250 for 500+ participants; plus an additional $100 for concession stand reservations, if applicable.

TERMS AND CONDITIONS

1. Only the facilities ("Facilities") designated within this Parks & Recreation Special Event Agreement ("Agreement") and assigned by Department staff pursuant to Section 6 below are approved for use by the Event Organizer ("Organizer").
2. Organizer must remove all personal items (tents, canopies, food, grills, etc.) from the Facility, including the concession stand, within twenty-four (24) hours of the conclusion of the Event.
3. **Assumption of Risk, Release, Indemnification, Hold Harmless and Defend, Sovereign Immunity, Binding on Others, Responsible Operation, Independent Contractor, Purpose and Severability.**

3.1. **Assumption of Risk.**

A. Organizer acknowledges that special events in a public space (weddings, fundraising events, triathlon, 5K or other event considered outside of typical park usage) presents certain risk and when performed during a national pandemic of Coronavirus ("COVID-19") the risk is increased.

B. Organizer acknowledges that COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact, including contact with carriers of the virus displaying no symptoms.

C. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

D. Organizer acknowledges that in its use of the Facilities, Organizer and its users both pose and are exposed to the enhanced risks as contemplated in this Agreement.

E. The Marion County Board of County Commissioners (Marion County) in no way warrants that COVID-19 infection, severe illness, personal injury, permanent disability, or death will not occur to Organizer or its users as a result of the Organizer's use of the Facilities.

F. **Organizer voluntarily assumes all risk**, known and unknown, of infection, illness, injury, disability, including death or damage, however caused, to the fullest extent of the law.

3.2. **Release.**

A. **Organizer hereby releases**, absolves, acquits, waives, and forever discharges Marion County, its officials, governmental authorities, employees, agents, and volunteers, ("Released Parties") for every claim, demand, and cause of action of whatever nature or kind, COVID-19 contamination, illness, disease, disability, personal injury, including death, or damage to property, arising from or associated with this Agreement or Organizer's use of the Facilities.

B. This release includes claims for strict liability for abnormally dangerous activities.

C. This release survives the expiration or termination of this Agreement.

3.3. **Indemnification Hold Harmless and Defend**.

A. **Organizer agrees to indemnify, hold harmless, and defend the Released Parties** against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards, and actions of whatever kind or nature, including reasonable attorney's fees and costs on appeal, arising out of this Agreement or Organizer's use of the Facilities, and damages (including, but not limited to, actual and

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consequential damages) arising from any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Organizer.

B. **Organizer shall satisfy any judgment against the Released Parties** and reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees and fees on appeal that the Released Parties incur because of any claims made against them arising out of this Agreement or Organizer's use of the Facilities.

C. Organizer's grant of indemnity hereby survives the expiration or termination of this Agreement.

3.4. **Sovereign Immunity.** This parties acknowledge that Marion County is a governmental entity and does not waive any sovereign immunity protections provided in Section 768.28, Florida Statutes, as it may be amended from time to time.

3.5. **Organizer to Ensure the Release, Indemnification, Hold Harmless and Defend are Binding on Users**.

A. Organizer agrees that for safety purposes and the protection of Marion County, and as part of the consideration for entering into this Agreement, the protections afforded Marion County need to govern and apply equally to all its users.

B. Organizer agrees that Organizer, not Marion County, is in a position to best cause safety compliance by the users.

C. Organizer agrees it shall ensure the release, indemnification, hold harmless and defend provisions of this Agreement in favor of County are binding upon, known to, and abided by its users.

D. Organizer specifically agrees that failure of Organizer to comply with this Section shall result in Organizer, not Marion County, assuming full responsibility for any resulting liability.

3.6. **Responsible Operation.**

A. Organizer agrees to responsibly perform under this Agreement and use of the Facilities.

B. Organizer's responsible performance and use includes complying with, and requiring its users to comply with up-to-date health and safety recommendations of the Federal and State authorities, including the Center for Disease Control recommendation to wear person protective equipment and social distancing as a means to prevent the spread of COVID-19.

C. Organizer shall take particular care to ensure for the safety of its users and members of the public.

3.7. **Independent Contractor.** In the performance of this Agreement, Organizer acknowledges it is an Independent Contractor, and not an agent, employee, partner, joint venture, or associate of County in any capacity. Organizer is solely responsible for the means, methods, techniques, sequences, and procedures utilized by Organizer. Organizer specifically affirms that the Released Parties have no control over, are not involved in any way, and assume no responsibility for Organizer's performance under this Agreement or Organizer's use of the Facilities.

3.8. **Purpose of Severability.**

A. Organizer acknowledges, in light of the inherent and unknown risks involved in the use of the Facilities during the COVID-19 pandemic and as part of the consideration for this Agreement, an important part of the purpose of this Agreement is to create enforceable Release, Indemnification, Hold Harmless and Defend provision in favor of the Released Parties as broad and inclusive as is permitted by law.

B. The parties agree that if any portion or provision of the intended protection of the Released Parties is found to be invalid or unenforceable, then the remainder will continue in full force and effect and any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purposes of this Agreement.

4. Insurance.

4.1. **Requirements.** Organizer shall maintain during the entire term of this Agreement and all periods in which Organizer is in possession of the Facilities, such commercial general liability insurance as will provide coverage for claims resulting in personal injury, bodily injury, and/or property damage, which may arise directly from Organizer's use of the Facilities. The amount

Docusign Envelope ID: 2A005BA8-33ED-43D9-8352-44A33D8DE2A7

of insurance shall not be less than One Million Dollars ($1,000,000.00) per occurrence. Organizer shall be listed as "_____" on the Certificate of Insurance as the named insured. Organizer shall list Marion County as additionally insured on the Certificate of Insurance as follows: "Marion County Board of County Commissioners, 601 SE 25th Ave., Ocala, FL 34471."

4.2. **Use is Contingent Upon Insurance.** Organizer shall ensure delivery of the certificate of insurance to the Marion County Parks & Recreation Department ("Department") at 111 SE 25th Ave, Ocala, FL 34471 no less than ten (10) business days prior to the scheduled use of the Facilities. If insurance is not procured by Organizer, Organizer will not be eligible to use the Facilities until proper insurance documentation is provided.

5. The use of mobile food vendors is only authorized through the Marion County Mobile Food Vendor process, available through the Department.
6. Special Event dates will be requested a minimum of thirty (30) days in advance. Department staff will confirm availability of the requested Facility and any applicable amenities as part of the review and approval process. Organizer shall have no right to use any facility until review and approval by the Department.
7. Organizer is responsible for assisting Marion County with monitoring and maintaining trash receptacles and restrooms during the duration of the Event. Organizer is responsible for contacting Department staff should trash receptacles or restrooms need attention.
8. At the end of the Event, the Department will conduct an inspection to determine if any damage has occurred and if wear and tear on the Facilities is excessive. Should such damage or abuse have occurred, the Organizer shall be invoiced for needed repairs and such amounts shall be due upon receipt.
9. Organizer, with the support of Marion County, enforce all park rules and policies to include (but not be limited to):
   9.1. Parking in designated parking spaces only.
   9.2. Prohibition of alcohol in park.
   9.3. Smoking in designated areas only.
10. Marion County has the right to terminate this Agreement at any time, with or without cause, with ten (10) days written notice. Marion County may terminate this agreement at any time for cause in the event of any breach of this Agreement by Organizer. Such termination shall be effective immediately upon written notice to Organizer.
11. In the event of a cancellation by the Organizer, a full refund will be issued with fourteen (14) days' written notice. A 50% refund may be issued with seven (7) days' written notice. If the Organizer cancels due to inclement weather, a refund will not be issued, but may be rescheduled to a later date.
12. Failure to pay Facility Fee or supply proof of insurance within prescribed terms or violation of Terms and Conditions may result in denial of future requests.

EVENT ORGANIZER:

Ken Whitehead
Printed Name

DocuSigned by: Ken Whitehead 5677F71E38874F4...
10/21/2025
Signature Date

COUNTY
MARION COUNTY, FLORIDA

Jim Couillard, PLA, ASLA Date
Parks & Recreation Director

Approved as to form and Legality:

Signed by: William E. Sexton, Esq. 4A3DA5B8A8E0AF3...
William E. Sexton, City Attorney

Docusign Envelope ID: 2A005BA8-33ED-43D9-8352-44A33D8DE2A7

OFFICIAL USE ONLY

Application reviewed by: _____ Date: _____

Insurance reviewed by: _____ Date: _____

Park event deposit received by: _____ Date: _____

Park event fee received by: _____ Date: _____

Certificate Of Completion

Envelope Id: 2A005BA8-33ED-43D9-8352-44A33D8DE2A7 Status: Completed

Subject: FOR SIGNATURE - Fort King Marion County Women's History Weekend Sponsorship Agreement (REC/260070)

Source Envelope:

Document Pages: 5 Signatures: 2 Envelope Originator:

Certificate Pages: 5 Initials: 0 Porsha Ullrich

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Porsha Ullrich Location: DocuSign

10/15/2025 9:56:50 AM pullrich@ocalafl.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/15/2025 9:59:38 AM Viewed: 10/20/2025 3:07:07 PM Signed: 10/20/2025 3:07:51 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 3:07:52 PM Viewed: 10/21/2025 1:35:52 PM Signed: 10/21/2025 4:13:56 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/15/2025 9:59:38 AM
Certified Delivered	Security Checked	10/21/2025 1:35:52 PM
Signing Complete	Security Checked	10/21/2025 4:13:56 PM
Completed	Security Checked	10/21/2025 4:13:56 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

VERSION 344856 9/19/2025 12:28 PM EDT

Clear Channel Outdoor

SALES CONTRACT

ACCOUNT EXECUTIVE
Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC
731 SW 37th Avenue
Ocala, FL 34474

ORDER #1274510-OCA
City of Ocala Utilities Department - Water Conservation April 2026 - 04/06/2026

ADVERTISER

City of Ocala Utilities Department (#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

BILL TO

City of Ocala Utilities Department (#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

OCALA/GAINESVILLE

OOH SERVICES

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Digital Bulletin 1 slots	**#OCA008329** - US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1 - 14' x 48'	4/6/2026	4-Week	$1,000.00	1.0	$1,000.00
Display, Fixed	Digital Bulletin 1 slots	**#OCA008363** - SR 40 NS 1.3mi W/O I-75 F/E - 1 - 10'6" x 36'	4/6/2026	4-Week	$1,000.00	1.0	$1,000.00
Display, Fixed	Digital Bulletin 1 slots	**#OCA070506** - SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1 - 14' x 48'	4/6/2026	4-Week	$1,000.00	1.0	$1,000.00
Display, Fixed	Digital Bulletin 1 slots	**#OCA082966** - US 441/301/27 ES 560ft S/O US 27 F/S - 1 - 10'6" x 36'	4/6/2026	4-Week	$1,000.00	1.0	$1,000.00

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	$4,000.00
TOTAL	$4,000.00

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

VERSION 344856 9/19/2025 12:28 PM EDT

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915

TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:
"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
"Campaign" shall mean the advertising services described in the Contract.
"CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
"Customer" shall mean the advertiser and any agency or buying service named in the Contract.
"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
d. Payments made by credit card and virtual credit card may be subject to a surcharge.
e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that:
(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
(2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes. (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the commencement date specified in the Contract and commence billing on the date copy is fully displayed.
f. For non-digital Signs, illumination will only be provided if illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination", provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE

a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
- The US Foreign Corrupt Practices Act 1977; and
- Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").

b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."
b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. ~~INDEMNIFICATION AND HOLD HARMLESS~~

~~Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.~~

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. ~~Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.~~

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CITY OF OCALA UTILITIES DEPARTMENT

DocuSigned by:
Ken Whitehead
5877CF1E8874F4...
Signature

Ken Whitehead
Name

10/21/2025
Date

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned by:
Bradley Lacher
734109CA142B4A5...
Signature

Bradley Lacher
Name

10/9/2025
Date

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, City Attorney

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

Clear Channel Outdoor

GET MORE WITH US.

City of Ocala Utilities Department

Water Conservation April 2026

September 19, 2025

Shelly Ashley
Senior Account Executive
731 SW 37th Avenue, Ocala, FL 34474
O 352.479.6927 M 352.286.3865
Shellyashley@clearchannel.com

CONTRACT# WRS/260032

Clear Channel Outdoor

Flight Name: F-2589792
Market Name: Orlando-Daytona Beach-Melbourne FL
Market Type: DMA

Start Date: April 6, 2026
End Date: May 3, 2026
Duration: 4 Weeks

Map Loc.#	Media Type	Panel ID	Location Description	Facing	Display Size (h x w)	Illum (Y/N)	4-Wk Proposed Rate	Add'l Costs	Total Price
1	Digital	008329	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	SE	14' x 48'	Yes	$1,000	$0	$1,000
2	Digital	008363	SR 40 NS 1.3mi W/O I-75 F/E - 1	E	10'6" x 36'	Yes	$1,000	$0	$1,000
3	Digital	070506	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	SW	14' x 48'	Yes	$1,000	$0	$1,000
4	Digital	082966	US 441/301/27 ES 560ft S/O US 27 F/S - 1	S	10'6" x 36'	Yes	$1,000	$0	$1,000

Target Demo – Persons 18+ yrs

Map Loc.#	Media Type	Panel ID	Location Desc.	Location Des.	Weekly Total 18+ Imps	Weekly Total Imps	CPM
1	Digital	008329	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	78,258	78,258	$3.61
2	Digital	008363	SR 40 NS 1.3mi W/O I-75 F/E - 1	SR 40 NS 1.3mi W/O I-75 F/E - 1	72,756	72,756	$4.29
3	Digital	070506	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	118,322	118,322	$2.81
4	Digital	082966	US 441/301/27 ES 560ft S/O US 27 F/S - 1	US 441/301/27 ES 560ft S/O US 27 F/S - 1	93,401	93,401	$3.14
			Totals:		**362,737**	**362,738**	**$0.00**

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CONTRACT# WRS/260032

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

Flight	Total Price
F-2589792	$4,000
Totals	$4,000

Important Notes:
Sizes are approximate and not intended for final production specifications. All calculations are based on four week periods. All space submitted is without reservation and subject to prior sale. This proposal does not include the cost of production or extensions/embellishments unless stated otherwise. All space rates are quoted as net. Any additional costs are not agency commissionable unless otherwise stated. Market may be subject to sales tax, please contact your representative for details. Total Price may include estimated sales tax on media, production, shipping, installation.

The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. They do not represent all impressions available on the structure, since these structures have multiple spots. For Quantity/Custom campaigns, impression and rating point delivery are calculated using the market average and multiplying that by the number of units contracted. This is an estimate, and not a guarantee of delivery. Metrics provided for Quantity/Full Market buys are estimates and will be finalized once actual locations are selected.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this proposal. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

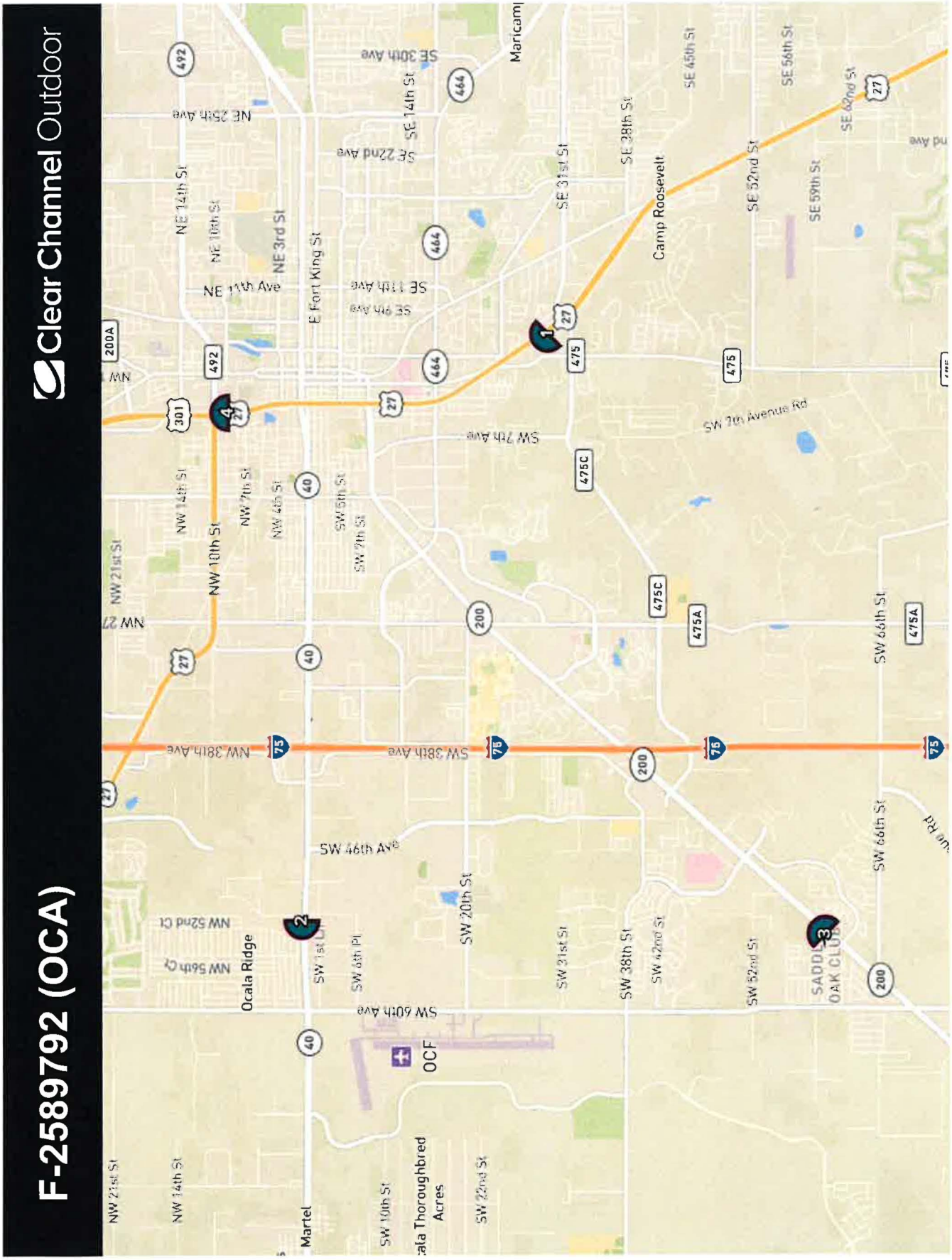
Clear Channel will deliver at least 92.5% of total contracted time for digital inventory.

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this proposal. Based on that certificate, taxes were omitted from this proposal. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

DEFINED TERMS:
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

CONTRACT# WRS/260032

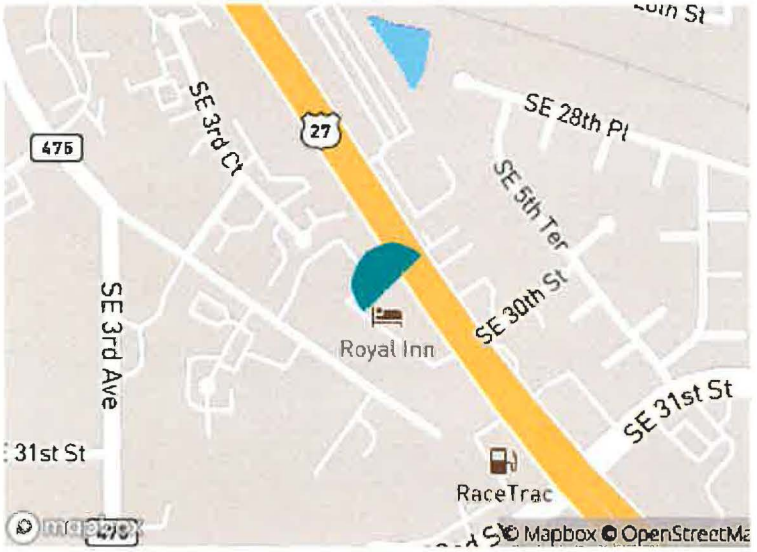
Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8



008329 – Ocala/Gainesville

Clear Channel Outdoor

Description:	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1		
Geopath ID:	337408	**Media Type:**	Digital
Facing:	SE	**Size:**	14' x 48'
City:	Ocala	**Zip:**	34471
Latitude:	29.158857	**Longitude:**	-82.131459
Current Advertiser:			



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	69,271	78,258

Highlights: US 441/301/27 Pine Ave. is Ocala's main north/south roadway through downtown. Along its route are commercial, industrial and medical areas. The State Attorney's office and two of the area's largest hospitals edge it in downtown Ocala. This digital bulletin reaches consumers and professionals traveling into Ocala from the south.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

008363 – Ocala/Gainesville

Clear Channel Outdoor

Description: SR 40 NS 1.3mi W/O I-75 F/E - 1
Geopath ID: 337435 **Media Type:** Digital
Facing: E **Size:** 10'6" x 36'
City: OCALA **Zip:** 34482
Latitude: 29.187032 **Longitude:** -82.206979
Current Advertiser:

Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	58,211	72,756

Highlights: This high profile digital bulletin is located on State Road 40, the East/West route running across Central Florida from Ormond Beach, to Ocala to Cedar Key. This roadway is a popular thoroughfare for beach goers and vacationers as they travel from Daytona Beach to Interstate 75. Strategically positioned in Ocala's Airport Industrial Park, this digital bulletin presents an excellent opportunity to target business owners and decision makers opening new offices, warehouses, and manufacturing plants throughout the up-and-coming area.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

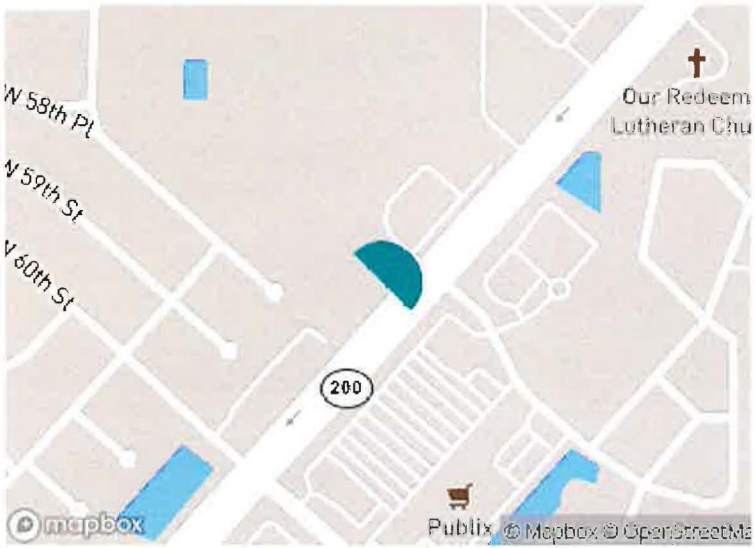
Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

070506 – Ocala/Gainesville

Clear Channel Outdoor

Description: SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1
Geopath ID: 338033 **Media Type:** Digital
Facing: SW **Size:** 14' x 48'
City: Ocala **Zip:** 34474
Latitude: 29.127275 **Longitude:** -82.20885
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	88,898	118,322

Highlights: SR 200 is one of the major commuter arteries in Marion County as well as the main route from western communities into I-75 and Downtown Ocala. This digital unit is in one of the fastest growing residential areas in the county surrounded by medical, retail, restaurants, and car dealers. This new digital unit is located just minutes away from On Top of the World, Calesa, WEC and the recently opened world class FAST Aquatic and Training Center. This area is constantly busy and a rapidly growing community that offers it all.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

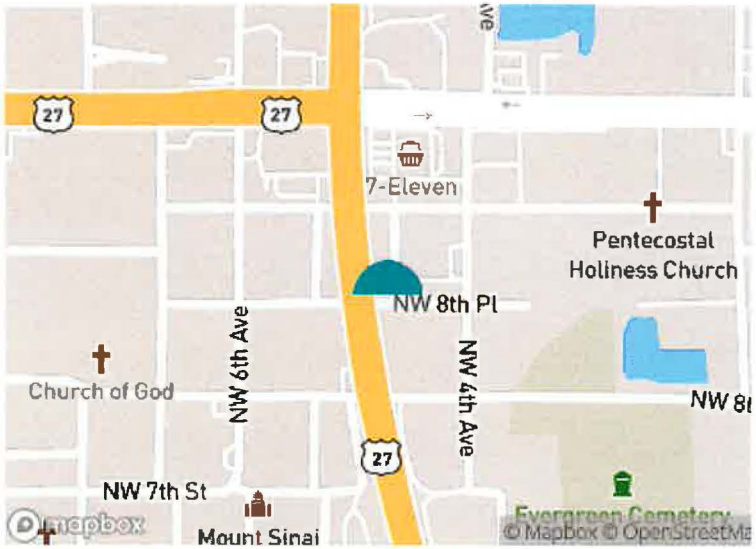
Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

082966 – Ocala/Gainesville

Clear Channel Outdoor

Description: US 441/301/27 ES 560ft S/O US 27 F/S - 1
Geopath ID: 50739226 **Media Type:** Digital
Facing: S **Size:** 10'6" x 36'
City: Ocala **Zip:** 34475
Latitude: 29.195451 **Longitude:** -82.141518
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	79,738	93,401

Highlights: Situated on US 441, a major north-south thoroughfare just south of the US 441/301/27 intersection, this Digital Bulletin captures the attention of both industrial freight and local commuter traffic. Located in the heart of Ocala, just north of the historic city district and HCA Florida Ocala Hospital, this billboard is surrounded by a vibrant mix of nature parks, recreational areas, local retail stores, service businesses, and popular QSR chain restaurants, ensuring high visibility to a diverse audience.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

Digital-14' H x 48' W

Clear Channel Outdoor

Artwork Requirements

Artwork should be delivered 3 days prior to a scheduled contract date and formatted to the specifications below. Design using Photoshop & Illustrator

Design using Photoshop & Illustrator

400px H x 1400px W @ 72ppi

File Specifications

- RGB Color Mode
- No Bleed
- No Paths or Layers
- JPG (Quality 12 Maximum Compression)

File Delivery

Please contact your CCO representative for more information.

Design Considerations

- Design with Color & High Contrast
  Stick with fully saturated web-safe hues. Strong contrast in both hue and value are essential.
- Use Simple Backgrounds
  Steer clear of patterns or busy backgrounds, as they may compete with your text. Note: Try to avoid having the majority of the background as white since this might compete with creative elements.
- Use 7 to 10 Words
  Be concise and keep it simple.
- Use Bold, Easy-To-Read Fonts
  Thin fonts at a distance can optically fade or break up. Maximize the size of your headline & contact information to ensure legibility.

Disclaimer & Warning Guidelines: For roadside digital formats this copy must be in easily legible type and in a size at least 12 inches tall or as required by applicable law or regulation, whichever is greater.

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

Digital-10'6" H x 36' W

Clear Channel Outdoor

Artwork Requirements

Artwork should be delivered 3 days prior to a scheduled contract date and formatted to the specifications below. Design using Photoshop & Illustrator

Design using Photoshop & Illustrator

400px H x 1400px W @ 72ppi

File Specifications

- RGB Color Mode
- No Bleed
- No Paths or Layers
- JPG (Quality 12 Maximum Compression)

File Delivery

Please contact your CCO representative for more information.

Design Considerations

- Design with Color & High Contrast
  Stick with fully saturated web-safe hues. Strong contrast in both hue and value are essential.
- Use Simple Backgrounds
  Steer clear of patterns or busy backgrounds, as they may compete with your text.
  Note: Try to avoid having the majority of the background as white since this might compete with creative elements.
- Use 7 to 10 Words
  Be concise and keep it simple.
- Use Bold, Easy-To-Read Fonts
  Thin fonts at a distance can optically fade or break up. Maximize the size of your headline & contact information to ensure legibility.

Disclaimer & Warning Guidelines: For roadside digital formats this copy must be in easily legible type and in a size at least 12 inches tall or as required by applicable law or regulation, whichever is greater.

Docusign Envelope ID: 02F831B0-8678-4166-8B92-76B493D8DAE8

CONTRACT# WRS/260032

Certificate Of Completion

Envelope Id: 02F831B0-8678-4166-8B92-76B493D8DAE8
Status: Completed
Subject: FOR SIGNATURE - Water Conservation Billboard Agreement (WRS/260032)
Source Envelope:
Document Pages: 15
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/6/2025 4:51:50 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Bradley Lacher bradleylacher@clearchannel.com Security Level: Email, Account Authentication (None)	DocuSigned by: Bradley Lacher 734102CA142B4A5... Signature Adoption: Pre-selected Style Using IP Address: 50.207.27.170	Sent: 10/6/2025 4:54:31 PM Viewed: 10/9/2025 8:42:41 AM Signed: 10/9/2025 8:42:50 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2024 11:21:59 AM ID: c4be30fc-3462-4626-8334-765510855df2		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/9/2025 8:42:52 AM Viewed: 10/20/2025 3:05:32 PM Signed: 10/20/2025 3:06:24 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 3:06:26 PM Viewed: 10/21/2025 2:08:08 PM Signed: 10/21/2025 2:09:33 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2025 4:54:31 PM
Certified Delivered	Security Checked	10/21/2025 2:08:08 PM
Signing Complete	Security Checked	10/21/2025 2:09:33 PM
Completed	Security Checked	10/21/2025 2:09:33 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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Phone: (407) 888-8203 • Fax: (902) 835-0369
http://www.trihedral.com

Trihedral®
A Delta Group Company

Order Confirmation

Order Number	Q35541
Terms	Net 30 Days
Date	09-02-2025
Sales Person	Bryan Sinkler
Valid Until	10-02-2025
Tax Info.	Tax ID# 26-0449423

Please allow up to two business days to process your order, and if applicable, include the Trihedral Order Confirmation # on your PO.

Copy all PO's to sales@trihedral.com.

Bill To

Luis Acosta
City of Ocala Water Resources
1805 NE 30 Avenue, Building 600
Ocala, FL 34470
USA

Ship To

Luis Acosta
City of Ocala Water Resources
1805 NE 30 Avenue, Building 600
Ocala, FL 34470
USA

S/N 7875 - LS Primary (VTScada1)

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,350.00	$ 1,350.00
2	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00

Current SupportPlus Expiry Date: October 30, 2025
Proposed SupportPlus Expiry Date: October 30, 2026
License Value for Renewals: $11,700.00

Group Totals

Subtotal:	$ 1,755.00
Total:	$ 1,755.00

S/N 20110 - WRF#3 -1

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,319.25	$ 1,319.25
2	1	VTScada 25K - Thin Client - Single - Renewal @15%	$ 505.50	$ 505.50
3	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00
4	-1	Special Discount - VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ -405.00

Current SupportPlus Expiry Date: October 30, 2025
Proposed SupportPlus Expiry Date: October 30, 2026
License Value for Renewals: $14,865.00

Group Totals

Subtotal:	$ 1,824.75
Total:	$ 1,824.75

S/N 20111 - Primary VTScada 2

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Runtime - Renewal @15%	$ 675.00	$ 675.00
2	1	VTScada 25K - Thin Client - Unlimited - Renewal @15%	$ 3,374.44	$ 3,374.44
3	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00

Current SupportPlus Expiry Date: October 30, 2025
Proposed SupportPlus Expiry Date: October 30, 2026
License Value for Renewals: $37,195.00

Group Totals

Subtotal:	$ 4,454.44
Total:	$ 4,454.44

S/N 20196 - WRF #2-1

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,319.25	$ 1,319.25

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Phone: (407) 888-8203 • Fax: (902) 835-0369
http://www.trihedral.com

2	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00
3	-1	Special Discount - VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ -405.00
		Current SupportPlus Expiry Date: October 30, 2025 Proposed SupportPlus Expiry Date: October 30, 2026 License Value for Renewals: $11,495.00		

Group Totals

Subtotal: $ 1,319.25
Total: $ 1,319.25

S/N 20215 - WTP#1-1

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,319.25	$ 1,319.25
2	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00
3	-1	Special Discount - VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ -405.00
		Current SupportPlus Expiry Date: October 30, 2025 Proposed SupportPlus Expiry Date: October 30, 2026 License Value for Renewals: $11,495.00		

Group Totals

Subtotal: $ 1,319.25
Total: $ 1,319.25

S/N 20216 - Perry Full Development

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,319.25	$ 1,319.25
		Current SupportPlus Expiry Date: October 30, 2025 Proposed SupportPlus Expiry Date: October 30, 2026 License Value for Renewals: $11,495.00		

Group Totals

Subtotal: $ 1,319.25
Total: $ 1,319.25

S/N 20151 - WRF #1-1

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Development Runtime - Renewal @15%	$ 1,319.25	$ 1,319.25
2	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00
3	-1	Special Discount - VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ -405.00
		Current SupportPlus Expiry Date: October 30, 2025 Proposed SupportPlus Expiry Date: October 30, 2026 License Value for Renewals: $11,495.00		

Group Totals

Subtotal: $ 1,319.25
Total: $ 1,319.25

S/N 54130 - Scada 3

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 25K - Runtime - Renewal @15%	$ 779.25	$ 779.25
2	1	VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ 405.00
3	-1	Special Discount - VTScada 25K - Alarm Notification - Renewal @15%	$ 405.00	$ -405.00
		Current SupportPlus Expiry Date: October 30, 2025 Proposed SupportPlus Expiry Date: October 30, 2026 License Value for Renewals: $5,195.00		

Docusign Envelope ID: 6CA9540E-1785-447A-89C8-A1FBCAE766F1

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Phone: (407) 888-8203 • Fax: (902) 835-0369
http://www.trihedral.com

Group Totals

Subtotal:	$ 779.25
Total:	$ 779.25

Quotation Totals

Currency:	US Dollar
Subtotal:	$ 14,090.44
Total:	$ 14,090.44

Terms and Conditions:

This Order Confirmation shall be interpreted in accordance with and governed by the laws of the State of Florida, and the Customer attorns to the exclusive jurisdiction of the courts of Marion County, Florida, with respect to the adjudication of any issue concerning this Order Confirmation, with the exception that the use of the VTScada Software shall be governed exclusively by the VTScada Software License Agreement (Standard conditions) available from https://www.trihedral.com/license-agreement.

In witness whereof, the Parties below execute this Contract as of the latest date below written.

Accepted By

City of Ocala Water Resources		Trihedral, Inc.	
Order Number	Q35541	Print Name	Barry Baker
Print Name	Ken Whitehead	Title	Director
Title	Assistant City Manager	Signature	
Signature	DocuSigned by: Ken Whitehead 5677F71E38874F4...		
Date	10/23/2025		
Purchase Order #:		Date	09-02-2025

Approved as to form and Legality:

Signed by: William E. Sexton, Esq. 1155A88ABED04F3...
William E. Sexton, City Attorney

Certificate Of Completion

Envelope Id: 6CA9540E-1785-447A-89C8-A1FBCAE766F1
Status: Completed
Subject: FOR SIGNATURE - Trihedral Software for SCADA Agreement (WRS/14-040)
Source Envelope:
Document Pages: 3
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
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110 SE Watula Avenue
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Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

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Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/8/2025 1:26:50 PM Resent: 10/21/2025 9:42:07 AM Viewed: 10/23/2025 11:29:35 AM Signed: 10/23/2025 11:36:15 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:36:16 AM Viewed: 10/23/2025 11:38:34 AM Signed: 10/23/2025 11:39:07 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/8/2025 1:26:50 PM
Certified Delivered	Security Checked	10/23/2025 11:38:34 AM
Signing Complete	Security Checked	10/23/2025 11:39:07 AM
Completed	Security Checked	10/23/2025 11:39:07 AM

Payment Events	Status	Timestamps

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: A1B53093-CDD3-4011-8643-78D4CDC7C227

8 September 2025

City of Ocala
4200 SE 24th Street
Ocala, FL 33471

For the attention of: Benjamin Moose

Ref. No. MK/250908/BM

TECHNICAL SUPPORT AND SERVICE CONTRACT RENEWAL FOR AQ1 & BD VALIDATION

Dear Benjamin:

Thank you for choosing SEAL Analytical to provide your Technical Support and Service this past year. I hope you have been satisfied with the service you have received.

Your current contract **expires on 18 January 2026** and enclosed you will find our quotation for its renewal, along with a Contract Renewal Agreement. Should you wish to extend your service contract, please kindly sign and return one copy of the Renewal Agreement with your preferred method of payment.

I hope that you will choose to renew your contract but, in any event, I wish you a trouble free year ahead.

Yours sincerely,
On behalf of SEAL Analytical Inc.

Mark Kresa
Technical Support Dept.

mkresa@seal-us.com

Docusign Envelope ID: A1B53093-CDD3-4011-8643-78D4CDC7C227

PRICE QUOTATION – Premium AQ1 Contract Renewal & BD Validation

Date: 9/8/2025

Issued By (for **SEAL Analytical)**

Ref. No. MK/250908/BM

..... Technical Support Dept.
SEAL Analytical

City of Ocala
4200 SE 24th Street
Ocala, FL 33471

Phone: (352) 629-8212
Email: bmoose@ocalafl.org

For the attention of: Benjamin Moose

	Valid until December 8, 2025
Premium Service and Support Contract to Cover: AQ1 Discrete Analyzer (S/N 160493) BD50 Digestion system (S/N 5146U00528) See Premium Support Contract Agreement Form for Terms of Contract Coverage Period: 19 January 2026 – 18 January 2027	
Annual Premium	**$ 7,890.00**

Docusign Envelope ID: A1B53093-CDD3-4011-8643-78D4CDC7C227

PREMIUM SUPPORT CONTRACT AGREEMENT

1. EQUIPMENT AND LOCATION

Description	**Serial Number:**
AQ1 Discrete Analyzer	# 160493
BD50 Digestion system	# 5146U00528

The equipment defined in paragraph 1 of this agreement is located at:-

City of Ocala
4200 SE 24th Street
Ocala, FL 33471

2. COVERAGE TO INCLUDE

- One AQ1 preventative maintenance visit (travel expenses, labor, and standard PM parts included) **To meet scheduling and travel demands, please allow approximately 30 days after receipt of payment and/or from the date of request for the on-site PM service**
- One 1-day emergency on-site visit (travel expenses and labor included, on-site within 3 business days) or free loan unit with free shipping for the AQ1, if needed.
- BD calibration certification (**to be completed during same AQ1 PM site visit**)
- 20% discount on all service parts fitted at PM visit
- 20% discount on service parts fitted at emergency visit
- 20% discount on additional loan units (subject to availability)
- 20% discount on parts and labor for factory returned service repairs
- 20% discount on all consumable items
- 20% discount on training programs
- Free AQ software upgrades
- Updated method revisions free of charge
- Telephone and email support

Excludes PC, monitor, and printer.

3. SERVICE FEE

The service fee in respect of the equipment at the location defined in paragraph 2 of this agreement shall be **$ 7,890.00** per annum.

Note **Contract coverage period: 19th January 2026 – 18th January 2027**

For and on behalf of
SEAL Analytical, Inc.

Mark Kresa
Technical Support Dept.

For and on behalf of
City of Ocala

DocuSigned by:
Ken Whitehead
5e7f7f7e3e8e4e1...
Signature in ink

Ken Whitehead Assistant City Manager
Name and title printed

SEAL Analytical 6501 W. Donges Bay Rd. Mequon WI 53092
Tel: 262-241-7900 Fax: 262-241-7970 Website: www.seal-analytical.com

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Certificate Of Completion

Envelope Id: A1B53093-CDD3-4011-8643-78D4CDC7C227 Status: Completed

Subject: FOR SIGNATURE - Technical Support and Service Contract Renewal_ Seal Analytical (WSD/17-024)

Source Envelope:

Document Pages: 3 Signatures: 2 Envelope Originator:

Certificate Pages: 5 Initials: 0 Porsha Ullrich

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Porsha Ullrich Location: DocuSign

10/17/2025 9:46:38 AM pullrich@ocalafl.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 9:50:44 AM Viewed: 10/23/2025 11:02:24 AM Signed: 10/23/2025 11:02:58 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:02:59 AM Viewed: 10/23/2025 11:28:08 AM Signed: 10/23/2025 11:29:01 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 9:50:45 AM
Certified Delivered	Security Checked	10/23/2025 11:28:08 AM
Signing Complete	Security Checked	10/23/2025 11:29:01 AM
Completed	Security Checked	10/23/2025 11:29:01 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 285AD669-6FA3-456C-92E8-CFAEBCCE2398

OM _____

Ocala Home _____

Charity Register _____

Red Book/Other_____

OCALA MAGAZINE PUBLICATIONS, LLC.

P.O. Box 4649 / Ocala, FL 34478

(352) 622-2995 – (352) 622-9200 Fax

MARKETING AGREEMENT

_____
Sales Representative

Client (LEGALNAME/DBA) ___**City of Ocala Water Resources**_____

Physical Address ___**1805 NE 30th Ave**_____ City__**Ocala**_____ State __**FL**_____Zip__**34470**_____

Billing Address (if different) _____City_____ State _____Zip_____

Telephone ___**(352)351-6778**_____ Fax_____ Contact _____**Tammy Warren**_____ Cell phone_____

E-Mail _____**Twarren@ocalafl.gov**_____URL___**ocalafl.gov/waterresources**_____

Ad Size _**Full page**__ Ad Frequency _monthly Price (per insertion) _**$7,500 additional 2 page spread included**__in Trade _____

Start Date __**10/1/25- 9/30/26**__, 30-day notice required to move scheduled ad to a different month.

Charity Register: Ad size ____ Price _____ Special will donate to Charity of choice _____

*Will be invoiced 45 days prior to publication date. Donation: 1 page $100, ½ or ¼ page $50. Noncancellable.

Advertising Policy - Terms and Conditions

Publisher Rights Regarding Copy: Publisher reserves the right to revise, alter or reject any advertisement for any reason, or to omit advertisements without notice. No change in advertising copy will be made without Advertiser's prior consent. Publisher reserves the right to alter any materials received at variance with mechanical requirements. Such alterations may be billed at actual cost to the advertiser. Publisher will use reasonable caution to protect all printing materials but will not be liable for loss or damage.

Copy: Publisher is not responsible for errors in copy once the advertiser has approved a proof. Publisher cannot guarantee a proof for any ad that is submitted after the copy deadline. Copy deadline for all ads or promotional features is the 1st of the month prior to publication. Advertisements submitted after proof deadlines are submitted at Advertiser's own risk and Publisher assumes no liability for errors or omission in such advertisements.

Credit: The extension of credit is at the discretion of Publisher. Accounts are billed on the 1st of the month prior to publication and are due on the first day of the month of publication. All other invoices are due upon receipt. Late payments will be subject to a finance charge of 1.5% per month until paid. The undersigned individually, jointly and severally guarantees payment of the obligation. If any invoice is not paid within the terms established, Publisher reserves the right to reject ads at any time and cancel the Agreement without notice. In this event, all charges for advertising published prior to such cancellation shall immediately be due and payable at the Publisher's regular earned rates. Earned rate is defined as the rate that is earned for a specific number of insertions, e.g., a 12 time agreement that is cancelled after running 5 ads has earned the four time rate regardless of whether cancelled by Publisher because of nonpayment or cancelled by the client. Publisher agrees to accept credit card payments from Visa, MasterCard or American Express for any monies owed.

Rates: The Publisher reserves the right to revise rates, terms, specifications, deadlines and conditions contained herein upon sixty (60) days written notice to Client. Client shall have the right, within 15 days after notification of any such revision, to cancel the contract without penalty.

Terms & Conditions: Oral agreements are not recognized. Publisher is not obligated to return ads or ad materials, and is not responsible for any damage or loss of ads, copy, drawings or photography, art or any other material provided. The OCALA Magazine name and logo is the property of Publisher, and any reproduction or use without the written permission of authorized representatives is prohibited. New clients (anyone who has not advertised with OCALA Magazine in the previous 6 months) must pay the first insertion of this agreement at the time of signing. An advertorial (whether a new or existing client) must be paid in full before it is printed. One-half of the payment is due at the signing of this agreement and balance must be paid on approval for printing. In any event, by signing this agreement the undersigned is obligated to fulfill the agreement whether or not any monies are received at signing.

All copy changes must be supplied by the first of the month preceding publication date. All ad changes must be approved for printing by the tenth of the month preceding publication date. Should Client fail to supply copy or to make themselves available to approve proof, Publisher has the discretion to create an ad or promotional feature using name, address and phone number of Client or to not run the ad or advertorial and to invoice the contractual amount agreed. All clients will receive the first proof of their ad to approve for printing or make corrections (corrections could be photo/art and/or copy). A second proof will be shown when corrections are required. Any changes to the second proof will be approved by the salesperson for printing. Should a client require a third proof there would be an additional charge of $100 (should the change be photography that is different than approved in the first or second proof the charge for the third proof will be $250). Client will be invoiced $100 for any appointment with a writer or photographer that is cancelled without 24-hour notice. Client agrees that the charges are reasonable compensation for Publisher's accommodation.

Payment: Client guarantees that Client is solvent and that the payment due under the Agreement will be paid in full. Client will be responsible for the entire amount owed and Publisher may look to Client and/or assigned agents to collect the entire debt. If a Client's account is delinquent and placed with an attorney or collection agency, the Client agrees to pay any attorney's fees or cost of collection or other expenses incurred in collection of monies due the Publisher.

Regarding Barter for Contract: All barter will not depreciate in value, be charged fees or have any type of expiration date of any sort. Barter cannot be refused for any reason and will be used at any time. Barter is due with your payment and is considered part of the payment process and thus will be treated as so.

Cancellation / Earned Rate: All contracts may be cancelled by the Advertiser after the first insertion, provided written notice is received by the Publisher seventy-five (75) days from the first of the month of the month that the magazine is distributed. If such contracts are cancelled, the Advertiser will be liable for the difference between the discount rate and actual rate earned as per the rate card in effect at time of cancellation (see earned rate definition in **Credit** paragraph).

Unavoidable Non-Performance: Publisher is not liable for failure to publish ads or distribute the magazine because of floods, fire, riots, strikes, and shortages of materials, orders of government, failure of transportation, acts of God, war, accidents or other causes beyond our control. In such an event, the Agreement will be suspended during the period of inability to perform and the terms extended for a like period. Neither party shall have liability to the other party because of suspension.

Liability of Publisher: Publisher will not be liable by any reason for any error, for which it may be responsible, beyond liability for the cost of actual space occupied by the item in which the error occurred. In the case of typographical errors or omissions, Publisher shall not be liable beyond the printing cost of the area occupied by the advertisement. Notice of errors must be given in time for correction before additional insertions are made. Claims for error adjustments must be made within thirty (30) days of the error date. Publisher is not liable for copy corrections not provided in writing or for corrections made by telephone.

THIS CONTRACT IS NOT SELF-RENEWABLE.

The party signing the Agreement on behalf of the Client guarantees that he/she has full authority to enter into the Agreement on behalf of the Client and to bind the Client to perform the Agreement. The Agreement shall cover only advertising of the named Client and is not assignable by the Client. If Client contracts with an advertising agency or other agent, Client remains obligated to pay Publisher for all advertising purchases.

I have read this agreement and **agree that it includes all conditions of advertising.**

DocuSigned by:
Ken Whitehead
5877F71E38874F4...

Client Authorized Signature

Ken Whitehead

Client name printed

10/23/2025

Date

Form A102 – Valid 2024-25.

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
9A55AB8AAED04F3...

William E. Sexton, Esq., City Attorney

Certificate Of Completion

Envelope Id: 285AD669-6FA3-456C-92E8-CFAEBCCE2398
Status: Completed
Subject: FOR SIGNATURE - Ocala Magazine Marketing Agreement (WRS/260043)
Source Envelope:
Document Pages: 1
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 0
Porsha Ullrich
AutoNav: Enabled
110 SE Watula Avenue
EnvelopeId Stamping: Enabled
City Hall, Third Floor
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/10/2025 9:23:05 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/10/2025 9:24:17 AM Viewed: 10/23/2025 11:03:27 AM Signed: 10/23/2025 11:03:36 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:03:37 AM Viewed: 10/23/2025 11:29:19 AM Signed: 10/23/2025 11:29:41 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/10/2025 9:24:17 AM
Certified Delivered	Security Checked	10/23/2025 11:29:19 AM
Signing Complete	Security Checked	10/23/2025 11:29:41 AM
Completed	Security Checked	10/23/2025 11:29:41 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Getting paper copies

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Withdrawing your consent

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All notices and disclosures will be sent to you electronically

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To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 8803C4AC-127E-4810-9E69-6FC73753875B

MEMORANDUM OF UNDERSTANDING (MOU) & COOPERATION AGREEMENT – STUDENT AND EMERGING ARTIST EXHIBIT

I. PURPOSE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the **CITY OF OCALA**, a Florida municipal corporation, hereinafter referred to as ("City"), **FINE ARTS FOR OCALA**, a not-for-profit corporation duly organized and authorized to doing business in the state of Florida hereinafter referred to as ("FAFO") (EIN# 59-1531258).

WHEREAS, City and FAFO share mutual goals of supporting local artists gain awareness of local organization programs, resources, local art shows/galleries, and volunteering/internship opportunities; and

WHEREAS, Parties desire to provide young artists with exposure and networking experience with other artists and community arts leaders; and

WHEREAS, Parties aspire to create opportunities for young artists to gain professional experience and mentoring, enhance their resumes, and participate in an official juried art show.

NOW THEREFORE, City and FAFO (collectively, the "Parties") enter into this MOU to establish their mutual understanding and cooperative efforts in support of these objectives.

II. RESPONSIBILITIES OF CITY

Under the terms of the Agreement, it is expected that the City's role will be to:

- Create applications for competition.
- Process artwork submissions along with contracting with successful applicants.
- Provide assistance with marketing via social media, digital and print advertising.
- Issue press releases of open call, competition winners and reception.
- Handle artist drop-off and pick-ups of artwork.
- Install/deinstall the exhibition and create/hang labels and signage.
- Provide ribbons and awards for winners.
- Select outside and City jurors for competition jury.
- Assist in the coordination of the reception and award ceremony at Ocala City Hall.

III. RESPONSIBILITIES OF FAFO

Under the terms of the Agreement, it is expected that FAFO's role will be to:

- Provide $1,000 scholarship donation for Best of show award prize.
- Assist with marketing and promotion of open call, exhibition, and reception/awards ceremony.
- Promotion of the exhibition and coordination with art teachers, participating artists, and arts organizations.
- Participate in public speaking opportunities for the exhibition and reception including presentation of awards.

Docusign Envelope ID: 8803C4AC-127E-4810-9E69-6FC73753875B

- Provide planning assistance for competition exhibition and reception.
- Assist in the coordination and set up of the reception and award ceremony at Ocala City Hall.
- Provide FAFO member juror(s) for competition jury.

IV. **IMPLEMENTATION**

A. **Funding**

Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this Agreement.

B. **Communications**

The Parties shall collaborate in the development of event programs, radio or print advertising, and event materials. Where relevant, branding will be accomplished in accordance with the Parties' respective legal, policy and procedural requirements.

Each Party shall respect each other's confidentiality policies, with the mutual understanding that the Parties intend to publicize their alliance and its objectives without disclosing any confidential or proprietary information of the other Party [or Parties]; but with an understanding that all City business must be conducted in accordance with Florida Law regarding public records and disclosure.

V. **PUBLIC RECORDS.** FAFO shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, FAFO shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 FAFO does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of FAFO or keep and maintain public records required by the public agency to perform the service. If FAFO transfers all public records to the public agency upon completion of the contract, FAFO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FAFO keeps and maintains public records upon completion of the contract, FAFO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF FAFO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FAFO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN

Docusign Envelope ID: 8803C4AC-127E-4810-9E69-6FC73753875B

OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

VI. **INDEMNITY.** FAFO shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of FAFO, its agents, and employees.

VII. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

VIII. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to FAFO:	Fine Arts For Ocala Attention: Emily Andrews, President P.O. Box 6229 Ocala, Florida 34478 E-mail: fafoocala@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

IX. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Docusign Envelope ID: 8803C4AC-127E-4810-9E69-6FC73753875B

X. **ELECTRONIC SIGNATURE(S).** FAFO, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

XI. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

XII. **EFFECTIVE DATE, DURATION, AMENDMENTS, AND TERMINATION.** This Agreement becomes effective on the date of the last signature of all the Parties and shall continue through September 2026. The Agreement shall cover operation of the 2025 Student and Emerging Artists Exhibits. This Agreement shall be renewed for consecutive three-year terms by processing a renewal addendum which shall be executed by both parties no later than twelve months prior to the expiration of the Agreement or prior renewal addendum. Any other modifications to this Agreement must be made by written amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/23/2025.

ATTEST:

Signed by: Angel B. Jacobs 8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee 5BB28E162F2E4C2...

Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

FINE ARTS FOR OCALA

Signed by: Emily Andrews F12BFA90DC17418...

By: Emily Andrews
(Printed Name)

Title: President
(Title)

Certificate Of Completion

Envelope Id: 8803C4AC-127E-4810-9E69-6FC73753875B
Status: Completed
Subject: SIGNATURE - MOU Cooperation Agreement-Student and Emerging Artist (GRM/251018)
Source Envelope:
Document Pages: 4
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/13/2025 11:04:23 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Emily Andrews andrews.emilyr@gmail.com President Security Level: Email, Account Authentication (None)	Signed by: Emily Andrews F12BFA90DC17418... Signature Adoption: Pre-selected Style Using IP Address: 2600:8807:c957:dc00:75d1:eac1:a4bd:502	Sent: 10/13/2025 8:23:17 PM Viewed: 10/14/2025 3:48:19 PM Signed: 10/14/2025 3:49:47 PM
Electronic Record and Signature Disclosure: Accepted: 10/14/2025 3:48:19 PM ID: 891fafa7-d27f-479b-ac27-896893f61fe0		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/14/2025 3:49:48 PM Viewed: 10/23/2025 10:59:30 AM Signed: 10/23/2025 11:00:30 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:00:31 AM Viewed: 10/23/2025 11:01:30 AM Signed: 10/23/2025 11:01:38 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:01:39 AM Viewed: 10/23/2025 11:27:11 AM Signed: 10/23/2025 11:27:23 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 10/23/2025 11:27:11 AM ID: 6df61ad7-2c08-4bd6-86df-03df9a8724d7		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Emily Andrews fafoocala@gmail.com FAFO, inc Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/13/2025 8:23:18 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/13/2025 11:13:50 AM
Certified Delivered	Security Checked	10/23/2025 11:27:11 AM
Signing Complete	Security Checked	10/23/2025 11:27:23 AM
Completed	Security Checked	10/23/2025 11:27:23 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 9EDE8233-2C92-4330-B7AD-B8F91D6A9D77

VERSION 344334 9/17/2025 2:43 PM EDT

Clear Channel Outdoor

SALES CONTRACT

ACCOUNT EXECUTIVE
Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC
731 SW 37th Avenue
Ocala, FL 34474

ORDER #1274253-OCA
City of Ocala Utilities Department - FY 25 / 26
Billboard Campaigns - 11/01/2025

ADVERTISER

City of Ocala Utilities Department (#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

BILL TO

City of Ocala Utilities Department (#264058)
1805 NE 30th Ave Bldg 600
Ocala, FL 34470-4882

OCALA/GAINESVILLE

OOH SERVICES

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Digital Bulletin 1 slots	**#OCA008329** - US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1 - 14' x 48'	11/1/2025	4-Week	$1,000.00	1.071429	$1,071.43
Display, Fixed	Digital Bulletin 1 slots	**#OCA008363** - SR 40 NS 1.3mi W/O I-75 F/E - 1 - 10'6" x 36'	11/1/2025	4-Week	$1,000.00	1.071429	$1,071.43
Display, Fixed	Digital Bulletin 1 slots	**#OCA070506** - SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1 - 14' x 48'	11/1/2025	4-Week	$1,000.00	1.071429	$1,071.43
Display, Fixed	Digital Bulletin 1 slots	**#OCA082966** - US 441/301/27 ES 560ft S/O US 27 F/S - 1 - 10'6" x 36'	11/1/2025	4-Week	$1,000.00	1.071429	$1,071.43

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	$4,285.72
TOTAL	$4,285.72

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

Docusign Envelope ID: 9EDE8233-2C92-4330-B7AD-B8F91D6A9D77

VERSION 344334 9/17/2025 2:43 PM EDT

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915

TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:
"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
"Campaign" shall mean the advertising services described in the Contract.
"CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
"Customer" shall mean the advertiser and any agency or buying service named in the Contract.
"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
d. Payments made by credit card and virtual credit card may be subject to a surcharge.
e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that:
(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
(2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the commencement date specified in the Contract and commence billing on the date copy is fully displayed.
f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE

a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
- The US Foreign Corrupt Practices Act 1977, and
- Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").

b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. ~~INDEMNIFICATION AND HOLD HARMLESS~~

~~Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.~~

8. GENERAL

a. It is agreed that the laws of the State of ~~New York~~ Florida shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. ~~Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.~~

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

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g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.
h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

CITY OF OCALA UTILITIES DEPARTMENT

DocuSigned by:
Ken Whitehead
587E71E3B874F4...
Signature

Ken Whitehead
Name

10/27/2025
Date

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned by:
Bradley Lacher
73419BCA142B4A5...
Signature

Bradley Lacher
Name

10/27/2025
Date

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq. City Attorney

Docusign Envelope ID: 9EDE8233-2C92-4330-B7AD-B8F91D6A9D77

Clear Channel Outdoor

GET MORE WITH US.

City of Ocala Utilities Department

FY 25 / 26 Billboard

ins

5

Wetlands
$4k

CONTRACT# WRS/260031

Clear Channel Outdoor

Flight Name: F-2584746
Market Name: Orlando-Daytona Beach-Melbourne FL
Market Type: DMA

Start Date: November 1, 2025
End Date: November 30, 2025
Duration: 4.29 Weeks

Map Loc.#	Media Type	Panel ID	Location Description	Facing	Display Size (h x w)	Illum (Y/N)	4-Wk Proposed Rate	Add'l Costs
1	Digital	008329	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	SE	14' x 48'	Yes	$1,000	$0
2	Digital	008363	SR 40 NS 1.3mi W/O I-75 F/E - 1	E	10'6" x 36'	Yes	$1,000	$0
3	Digital	070506	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	SW	14' x 48'	Yes	$1,000	$0
4	Digital	082966	US 441/301/27 ES 560ft S/O US 27 F/S - 1	S	10'6" x 36'	Yes	$1,000	$0

Target Demo – Persons 18+ yrs

Map Loc.#	Media Type	Panel ID	Location Desc.	Location Des.	Weekly Total 18+ Imps	Weekly Total Imps	CPM
1	Digital	008329	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1	78,258	78,258	$3.25
2	Digital	008363	SR 40 NS 1.3mi W/O I-75 F/E - 1	SR 40 NS 1.3mi W/O I-75 F/E - 1	72,756	72,756	$3.46
3	Digital	070506	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1	118,322	118,322	$2.13
4	Digital	082966	US 441/301/27 ES 560ft S/O US 27 F/S - 1	US 441/301/27 ES 560ft S/O US 27 F/S - 1	93,401	93,401	$2.71
			Totals:		**362,737**	**362,738**	**$2.79**

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CONTRACT# WRS/260031

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Important Notes:
Sizes are approximate and not intended for final production specifications. All calculations are based on four week periods. All space submitted is without reservation and subject to prior sale. This proposal does not include the cost of production or extensions/embellishments unless stated otherwise. All space rates are quoted as net. Any additional costs are not agency commissionable unless otherwise stated. Market may be subject to sales tax, please contact your representative for details. Total Price may include estimated sales tax on media, production, shipping, installation.

The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. They do not represent all impressions available on the structure, since these structures have multiple spots. For Quantity/Custom campaigns, impression and rating point delivery are calculated using the market average and multiplying that by the number of units contracted. This is an estimate, and not a guarantee of delivery. Metrics provided for Quantity/Full Market buys are estimates and will be finalized once actual locations are selected.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this proposal. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

Clear Channel will deliver at least 92.5% of total contracted time for digital inventory.

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this proposal. Based on that certificate, taxes were omitted from this proposal. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

DEFINED TERMS:
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

CONTRACT# WRS/260031

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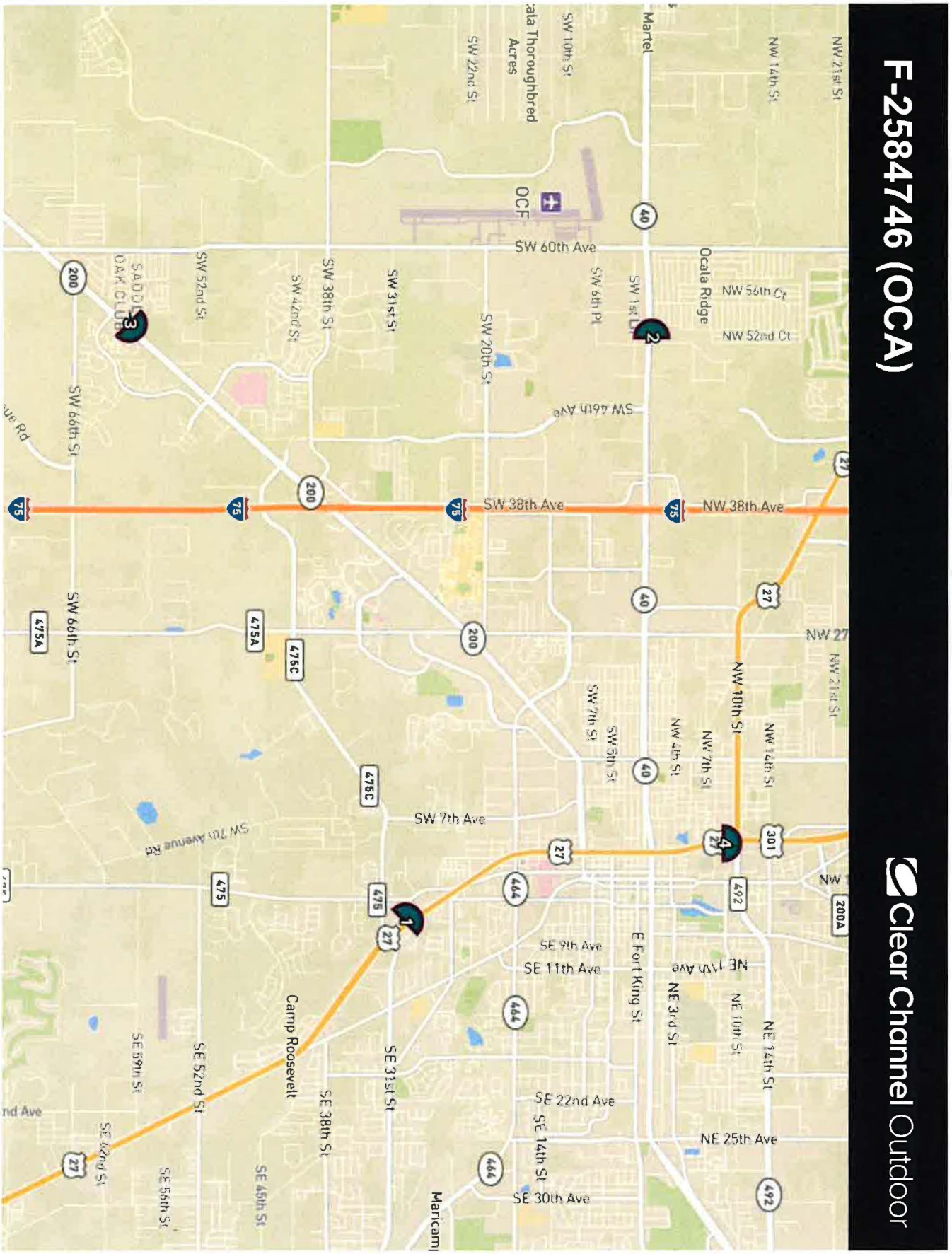
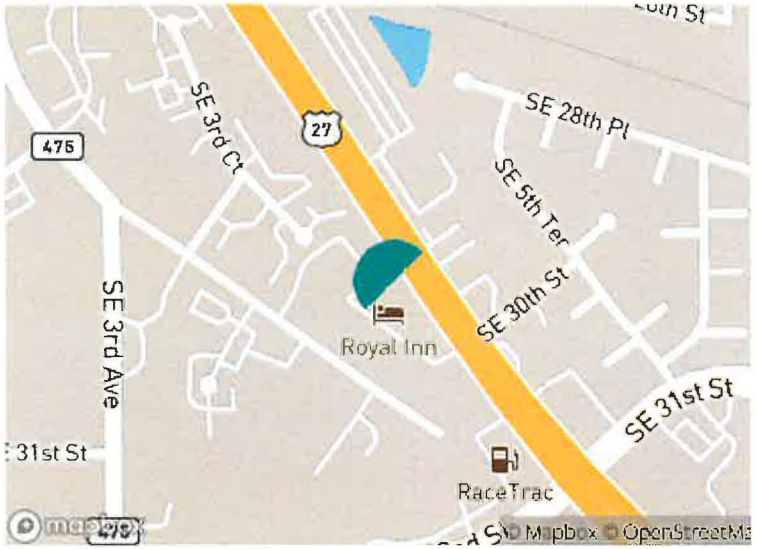


008329 – Ocala/Gainesville

Clear Channel Outdoor

Description: US 441/301/27 WS 1000ft N/O SE 31st St F/SE - 1
Geopath ID: 337408 **Media Type:** Digital
Facing: SE **Size:** 14' x 48'
City: Ocala **Zip:** 34471
Latitude: 29.158857 **Longitude:** -82.131459
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	69,271	78,258

Highlights: US 441/301/27 Pine Ave. is Ocala's main north/south roadway through downtown. Along its route are commercial, industrial and medical areas. The State Attorney's office and two of the area's largest hospitals edge it in downtown Ocala. This digital bulletin reaches consumers and professionals traveling into Ocala from the south.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

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CONTRACT# WRS/260031

1496

008363 – Ocala/Gainesville

Clear Channel Outdoor

Description: SR 40 NS 1.3mi W/O I-75 F/E - 1
Geopath ID: 337435 **Media Type:** Digital
Facing: E **Size:** 10'6" x 36'
City: OCALA **Zip:** 34482
Latitude: 29.187032 **Longitude:** -82.206979
Current Advertiser:

Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	58,211	72,756

Highlights: This high profile digital bulletin is located on State Road 40, the East/West route running across Central Florida from Ormond Beach, to Ocala to Cedar Key. This roadway is a popular thoroughfare for beach goers and vacationers as they travel from Daytona Beach to Interstate 75. Strategically positioned in Ocala's Airport Industrial Park, this digital bulletin presents an excellent opportunity to target business owners and decision makers opening new offices, warehouses, and manufacturing plants throughout the up-and-coming area.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

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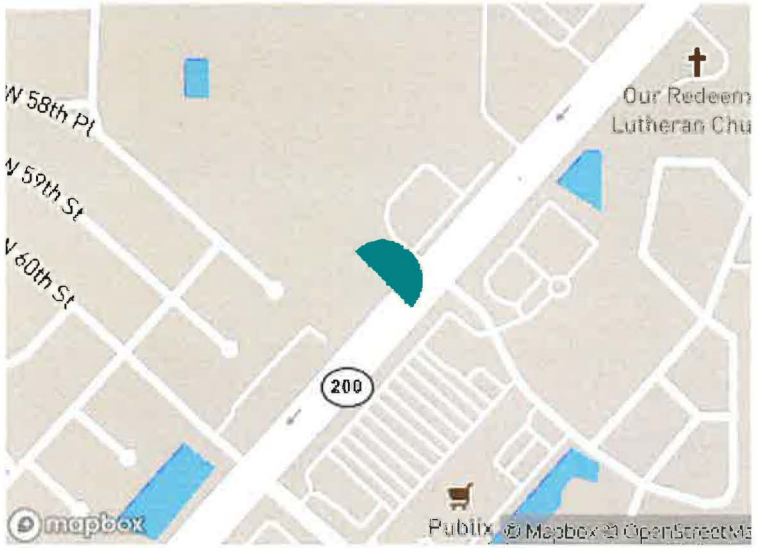
CONTRACT# WRS/260031

070506 – Ocala/Gainesville

Clear Channel Outdoor

Description: SR 200 College Rd NS 0.9mi E/O SW 60th Av F/SW - 1
Geopath ID: 338033 **Media Type:** Digital
Facing: SW **Size:** 14' x 48'
City: Ocala **Zip:** 34474
Latitude: 29.127275 **Longitude:** -82.20885
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	88,898	118,322

Highlights: SR 200 is one of the major commuter arteries in Marion County as well as the main route from western communities into I-75 and Downtown Ocala. This digital unit is in one of the fastest growing residential areas in the county surrounded by medical, retail, restaurants, and car dealers. This new digital unit is located just minutes away from On Top of the World, Calesa, WEC and the recently opened world class FAST Aquatic and Training Center. This area is constantly busy and a rapidly growing community that offers it all.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

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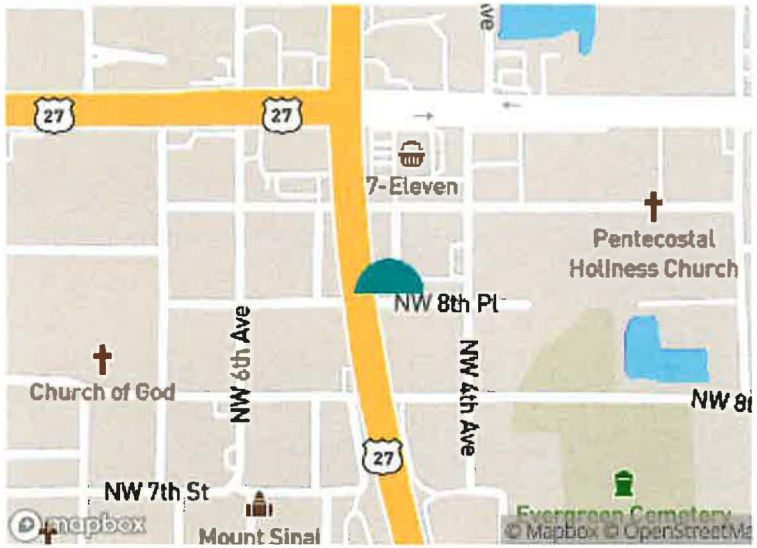
CONTRACT# WRS/260031

1498

082966 – Ocala/Gainesville

Clear Channel Outdoor

Description: US 441/301/27 ES 560ft S/O US 27 F/S - 1
Geopath ID: 50739226 **Media Type:** Digital
Facing: S **Size:** 10'6" x 36'
City: Ocala **Zip:** 34475
Latitude: 29.195451 **Longitude:** -82.141518
Current Advertiser:



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	79,738	93,401

Highlights: Situated on US 441, a major north-south thoroughfare just south of the US 441/301/27 intersection, this Digital Bulletin captures the attention of both industrial freight and local commuter traffic. Located in the heart of Ocala, just north of the historic city district and HCA Florida Ocala Hospital, this billboard is surrounded by a vibrant mix of nature parks, recreational areas, local retail stores, service businesses, and popular QSR chain restaurants, ensuring high visibility to a diverse audience.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

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CONTRACT# WRS/260031

Digital-14' H x 48' W

Clear Channel Outdoor

Artwork Requirements

Artwork should be delivered 3 days prior to a scheduled contract date and formatted to the specifications below. Design using Photoshop & Illustrator

Design using Photoshop & Illustrator

400px H x 1400px W @ 72ppi

File Specifications

- RGB Color Mode
- No Bleed
- No Paths or Layers
- JPG (Quality 12 Maximum Compression)

File Delivery

Please contact your CCO representative for more information.

Design Considerations

- Design with Color & High Contrast
  Stick with fully saturated web-safe hues. Strong contrast in both hue and value are essential.
- Use Simple Backgrounds
  Steer clear of patterns or busy backgrounds, as they may compete with your text. Note: Try to avoid having the majority of the background as white since this might compete with creative elements.
- Use 7 to 10 Words
  Be concise and keep it simple.
- Use Bold, Easy-To-Read Fonts
  Thin fonts at a distance can optically fade or break up. Maximize the size of your headline & contact information to ensure legibility.

Disclaimer & Warning Guidelines: For roadside digital formats this copy must be in easily legible type and in a size at least 12 inches tall or as required by applicable law or regulation, whichever is greater.

Docusign Envelope ID: 9EDE8233-2C92-4330-B7AD-B8F91D6A9D77

CONTRACT# WRS/260031

Digital-10'6" H x 36' W

Clear Channel Outdoor

Artwork Requirements

Artwork should be delivered 3 days prior to a scheduled contract date and formatted to the specifications below. Design using Photoshop & Illustrator

Design using Photoshop & Illustrator

400px H x 1400px W @ 72ppi

File Specifications

- RGB Color Mode
- No Bleed
- No Paths or Layers
- JPG (Quality 12 Maximum Compression)

File Delivery

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  Be concise and keep it simple.
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  Thin fonts at a distance can optically fade or break up. Maximize the size of your headline & contact information to ensure legibility.

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CONTRACT# WRS/260031

Certificate Of Completion

Envelope Id: 9EDE8233-2C92-4330-B7AD-B8F91D6A9D77
Status: Completed
Subject: FOR SIGNATURE - Digital Bulletin Boards FOG Agreement (WRS/260031)
Source Envelope:
Document Pages: 15
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/27/2025 10:55:06 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Bradley Lacher bradleylacher@clearchannel.com Security Level: Email, Account Authentication (None)	DocuSigned by: Bradley Lacher 734102CA142B4A5... Signature Adoption: Pre-selected Style Using IP Address: 50.207.27.170	Sent: 10/27/2025 10:57:38 AM Viewed: 10/27/2025 1:37:17 PM Signed: 10/27/2025 1:37:36 PM
Electronic Record and Signature Disclosure: Accepted: 5/24/2024 11:21:59 AM ID: c4be30fc-3462-4626-8334-765510855df2		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/27/2025 1:37:38 PM Viewed: 10/27/2025 3:11:40 PM Signed: 10/27/2025 3:25:12 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/27/2025 3:25:14 PM Viewed: 10/27/2025 3:53:57 PM Signed: 10/27/2025 3:54:27 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tammy Warren twarren@ocalafl.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/27/2025 3:54:29 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2025 10:57:38 AM
Envelope Updated	Security Checked	10/27/2025 3:16:29 PM
Certified Delivered	Security Checked	10/27/2025 3:53:57 PM
Signing Complete	Security Checked	10/27/2025 3:54:27 PM
Completed	Security Checked	10/27/2025 3:54:29 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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VERSION 349664 10/10/2025 9:06 AM EDT

Clear Channel Outdoor

SALES CONTRACT

ACCOUNT EXECUTIVE

Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

731 SW 37th Avenue
Ocala, FL 34474

ORDER #1276804-OCA

City of Ocala: Cultural Arts - OTrak Chalk Walk
Jan 2026 - 01/12/2026

ADVERTISER

City of Ocala: Cultural Arts (#407619)
201 SE 3rd St Fl 2
Ocala, FL 34471-2187

BILL TO

City of Ocala: Cultural Arts (#407619)
201 SE 3rd St Fl 2
Ocala, FL 34471-2187

OCALA/GAINESVILLE

OOH SERVICES

Total Estimated Tax for OOH Services: $0.00

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Digital Bulletin 1 slots	#**OCA000238** - SR 40 NS 300ft E/O SE 16th Av F/W - 1 - 10'6" x 36'	1/12/2026	4-Week	$1,000.00	0.5	$500.00
Display, Fixed	Digital Bulletin 1 slots	#**OCA001762** - Magnolia St ES 0.2mi E/O US 441 F/W - 1 - 10'6" x 36'	1/12/2026	4-Week	$1,000.00	0.5	$500.00
Display, Fixed	Digital Bulletin 1 slots	#**OCA000238** - SR 40 NS 300ft E/O SE 16th Av F/W - 1 - 10'6" x 36'	2/9/2026	4-Week	$1,000.00	0.5	$500.00
Display, Fixed	Digital Bulletin 1 slots	#**OCA001762** - Magnolia St ES 0.2mi E/O US 441 F/W - 1 - 10'6" x 36'	2/9/2026	4-Week	$1,000.00	0.5	$500.00

SUMMARY

Description	Cost
OOH Services	$2,000.00
Total Estimated Tax	$0.00
TOTAL	$2,000.00

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

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DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915

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TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:
"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
"Campaign" shall mean the advertising services described in the Contract.
"CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
"Customer" shall mean the advertiser and any agency or buying service named in the Contract.
"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT
a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
d. Payments made by credit card and virtual credit card may be subject to a surcharge.
e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER
a. Customer represents and warrants to Clear Channel that:
(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
(2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL
a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the commencement date specified in the Contract and commence billing on the date copy is fully displayed.
f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE
a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE
a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
- The US Foreign Corrupt Practices Act 1977; and
- Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").

b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS
a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

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b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. ~~INDEMNIFICATION AND HOLD HARMLESS~~

~~Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services~~.

8. GENERAL

a. It is agreed that the laws of the State of ~~New York~~ Florida shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. ~~Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.~~

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

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g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.
h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

CITY OF OCALA: CULTURAL ARTS

DocuSigned by:
Peter Lee
56B29F162E2E4C2...
Signature

Peter Lee
Name

10/30/2025
Date

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned by:
Bradley Lacher
734102CA142B4A5...
Signature

Bradley Lacher
Name

10/23/2025
Date

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
4A55ABB8ABE0D4F3...
William E. Sexton, Esq. City Attorney

Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

Clear Channel Outdoor

GET MORE WITH US.

City of Ocala: Cultural Arts

OTrak Chalk Walk Jan 2026

October 10, 2025

Shelly Ashley
731 SW 37th Ave
Ocala Florida 34474

shellyashley@clearchannel.com

CONTRACT# GRM/260109

Clear Channel Outdoor

Flight Name: OTrak Chalk Walk Jan 24
Market Name: Orlando-Daytona Beach-Melbourne FL
Market Type: DMA
Start Date: January 12, 2026
End Date: January 25, 2026
Duration: 2 Weeks

Map Loc.#	Media Type	Panel ID	Location Description	Facing	Display Size (h x w)	4-Wk Proposed Rate	Total Price	Digital: # of Spots Per Loop	Digital: Spot Length
1	Digital	000238	SR 40 NS 300ft E/O SE 16th Av F/W - 1	W	10'6" x 36'	$1,000	$500	8	8
2	Digital	001762	Magnolia St ES 0.2mi E/O US 441 F/W - 1	W	10'6" x 36'	$1,000	$500	8	8

Target Demo – Persons 18+ yrs

Map Loc.#	Media Type	Panel ID	Location Desc.	Plan Total Imps	4-Wk Total Imps	Weekly Total Imps	CPM	Media Product
1	Digital	000238	SR 40 NS 300ft E/O SE 16th Av F/W - 1	162,228	324,456	81,114	$3.08	Digital Bulletin
2	Digital	001762	Magnolia St ES 0.2mi E/O US 441 F/W - 1	216,243	432,486	108,121	$2.31	Digital Bulletin
			Totals:	672,959	1,345,917	336,479	$0.00	

Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

CONTRACT# GRM/260109

Clear Channel Outdoor

Flight Name: Tuscawilla Sculpture Stroll Feb 21
Market Name: Orlando-Daytona Beach-Melbourne FL
Market Type: DMA

Start Date: February 9, 2026
End Date: February 22, 2026
Duration: 2 Weeks

Map Loc.#	Media Type	Panel ID	Location Description	Facing	Display Size (h x w)	4-Wk Proposed Rate	Total Price	Digital: # of Spots Per Loop	Digital: Spot Length
3	Digital	000238	SR 40 NS 300ft E/O SE 16th Av F/W - 1	W	10'6" x 36'	$1,000	$500	8	8
4	Digital	001762	Magnolia St ES 0.2mi E/O US 441 F/W - 1	W	10'6" x 36'	$1,000	$500	8	8

Target Demo – Persons 18+ yrs

Map Loc.#	Media Type	Panel ID	Location Desc.	Plan Total Imps	4-Wk Total Imps	Weekly Total Imps	CPM	Media Product
3	Digital	000238	SR 40 NS 300ft E/O SE 16th Av F/W - 1	162,228	324,456	81,114	$3.08	Digital Bulletin
4	Digital	001762	Magnolia St ES 0.2mi E/O US 441 F/W - 1	216,243	432,486	108,121	$2.31	Digital Bulletin
			Totals:	486,156	972,311	243,078	$2.97	

Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

CONTRACT# GRM/260109

Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

Flight	Total Price
OTrak Chalk Walk Jan 24	$1,000
Tuscawilla Sculpture Stroll Feb 21	$1,000
Totals	$2,000

Important Notes:
Sizes are approximate and not intended for final production specifications. All calculations are based on four week periods. All space submitted is without reservation and subject to prior sale. This proposal does not include the cost of production or extensions/embellishments unless stated otherwise. All space rates are quoted as net. Any additional costs are not agency commissionable unless otherwise stated. Market may be subject to sales tax, please contact your representative for details. Total Price may include estimated sales tax on media, production, shipping, installation.

The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. They do not represent all impressions available on the structure, since these structures have multiple spots. For Quantity/Custom campaigns, impression and rating point delivery are calculated using the market average and multiplying that by the number of units contracted. This is an estimate, and not a guarantee of delivery. Metrics provided for Quantity/Full Market buys are estimates and will be finalized once actual locations are selected.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this proposal. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

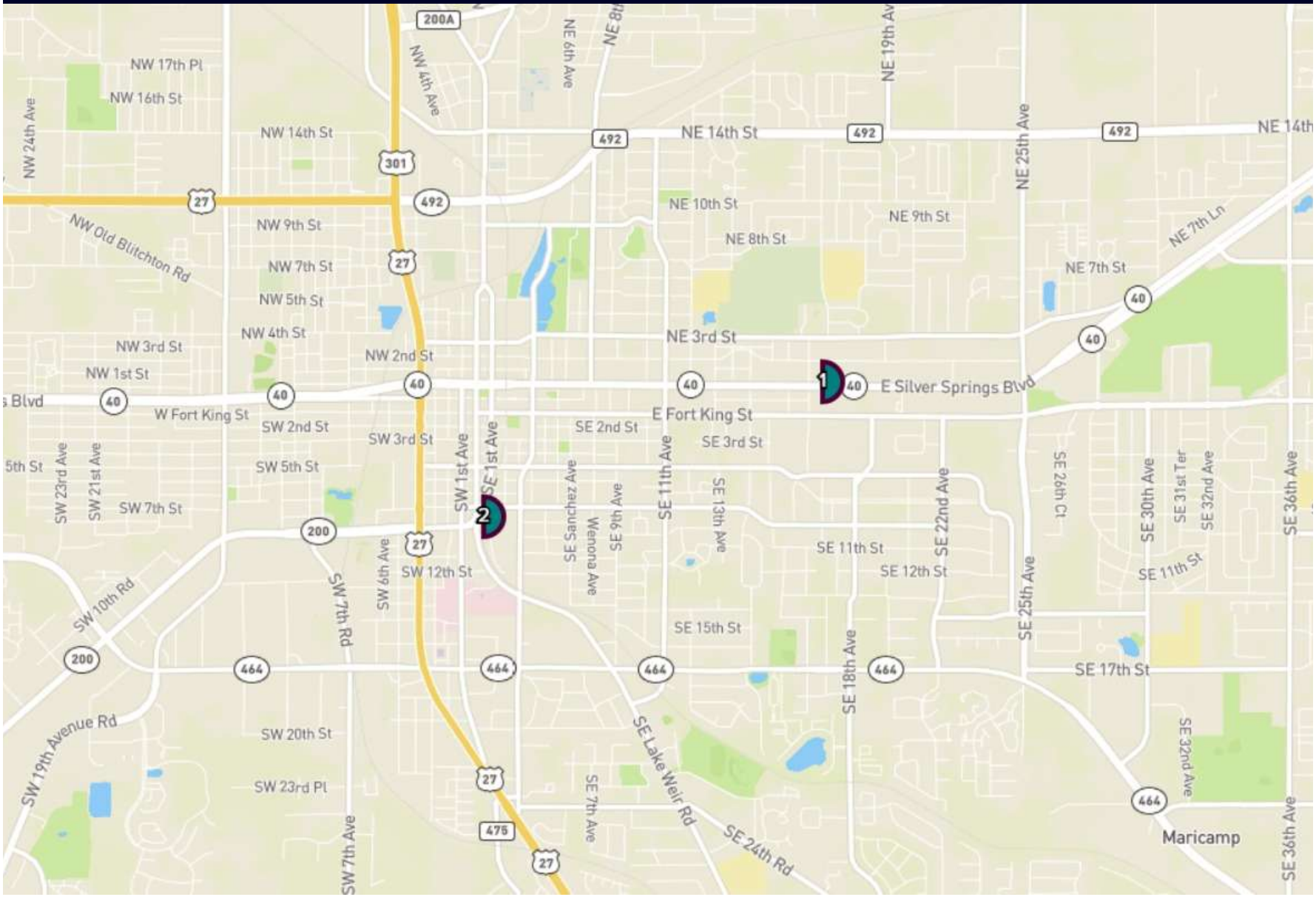
Clear Channel will deliver at least 92.5% of total contracted time for digital inventory.

DEFINED TERMS:
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

CONTRACT# GRM/260109

OTrak Chalk Walk Jan 24 (OCA)

Clear Channel Outdoor

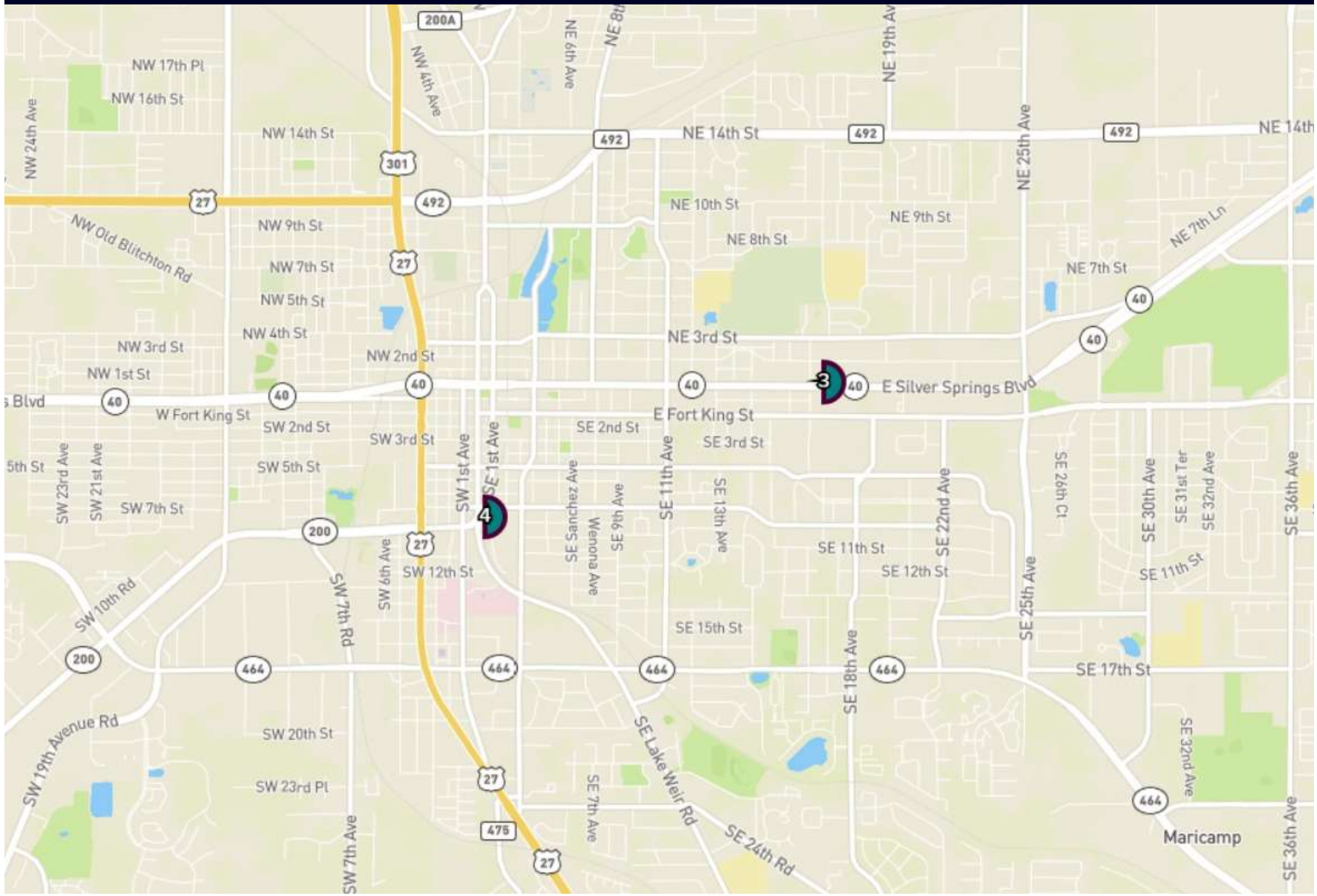


Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

CONTRACT# GRM/260109

Tuscawilla Sculpture Stroll Feb 21 (OCA)

Clear Channel Outdoor



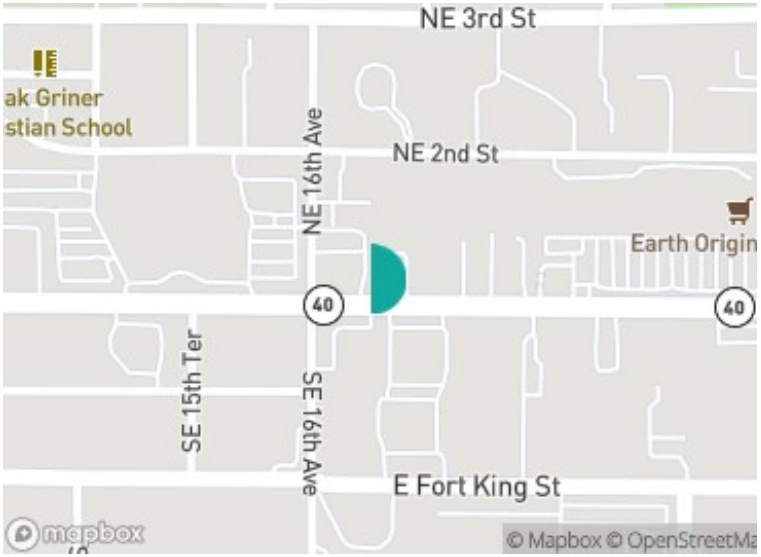
Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

CONTRACT# GRM/260109

000238 – Ocala/Gainesville

Clear Channel Outdoor

Description:	SR 40 NS 300ft E/O SE 16th Av F/W - 1		
Geopath ID:	336656	**Media Type:**	Digital
Facing:	W	**Size:**	10'6" x 36'
City:	OCALA	**Zip:**	34470
Latitude:	29.187194	**Longitude:**	-82.115681
Current Advertiser:			



Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	74,381	81,114

Highlights: SR 40 is a significant east/west artery through Central Florida, from the Gulf of Mexico to the Atlantic Coast, midway is downtown Ocala. Located in Ocala's Historic Downtown, this digital bulletin reaches target consumers who travel by for business or pleasure. Nearby are chain and local retail establishments, government offices, professional services and middle-to-upper income neighborhoods.

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

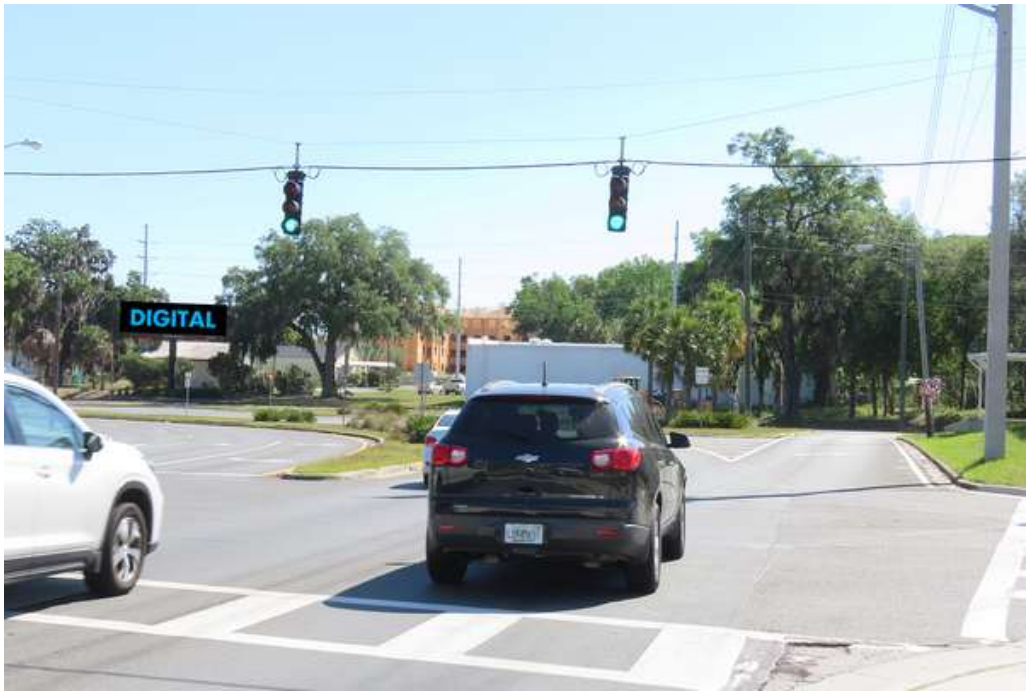
Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

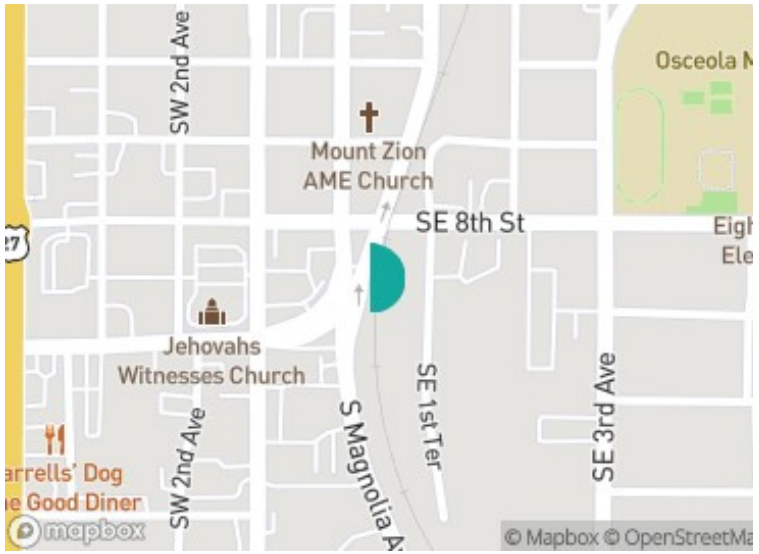
CONTRACT# GRM/260109

001762 – Ocala/Gainesville

Clear Channel Outdoor

Description:	Magnolia St ES 0.2mi E/O US 441 F/W - 1		
Geopath ID:	336843	**Media Type:**	Digital
Facing:	W	**Size:**	10'6" x 36'
City:	OCALA	**Zip:**	34471
Latitude:	29.179884	**Longitude:**	-82.136508
Current Advertiser:			





Weekly Impressions
Orlando-Daytona Beach-Melbourne FL (DMA)

Demo	In Market	Total
Persons 18+ yrs	97,262	108,121

Highlights: Magnolia connects SR 200 (College Rd.) to the heart of downtown Ocala. Located on the "S Curve", this bulletin reaches consumers just before they reach the historic business district of Ocala. Illuminated

Source: 20240301 Geopath Impressions. Geopath impression information is based on available Geopath data as of the date of this photosheet. GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by Geopath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital represent those impressions for a single spot in rotation. © Copyright, 2023 Geopath, All Rights Reserved. Powered by Streetlytics™

Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

CONTRACT# GRM/260109

1519

Digital-10'6" H x 36' W

Clear Channel Outdoor

Artwork Requirements

Artwork should be delivered 3 days prior to a scheduled contract date and formatted to the specifications below. Design using Photoshop & Illustrator

Design using Photoshop & Illustrator

400px H x 1400px W @ 72ppi

File Specifications

- RGB Color Mode
- No Bleed
- No Paths or Layers
- JPG (Quality 12 Maximum Compression)

File Delivery

Please contact your CCO representative for more information.

Design Considerations

- Design with Color & High Contrast
  Stick with fully saturated web-safe hues. Strong contrast in both hue and value are essential.
- Use Simple Backgrounds
  Steer clear of patterns or busy backgrounds, as they may compete with your text. Note: Try to avoid having the majority of the background as white since this might compete with creative elements.
- Use 7 to 10 Words
  Be concise and keep it simple.
- Use Bold, Easy-To-Read Fonts
  Thin fonts at a distance can optically fade or break up. Maximize the size of your headline & contact information to ensure legibility.

Disclaimer & Warning Guidelines: For roadside digital formats this copy must be in easily legible type and in a size at least 12 inches tall or as required by applicable law or regulation, whichever is greater.

Docusign Envelope ID: ED52C25E-3319-4614-94A9-0517F1BC266A

CONTRACT# GRM/260109

Certificate Of Completion

Envelope Id: ED52C25E-3319-4614-94A9-0517F1BC266A
Status: Completed
Subject: SIGNATURE - Clear Channel Billboard Advertisement Agreement (GRM/260109)
Source Envelope:
Document Pages: 14
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/23/2025 8:21:41 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Bradley Lacher bradleylacher@clearchannel.com Security Level: Email, Account Authentication (None)	DocuSigned by: Bradley Lacher 734102CA142B4A5... Signature Adoption: Pre-selected Style Using IP Address: 163.116.252.74	Sent: 10/23/2025 8:32:43 AM Viewed: 10/23/2025 8:33:21 AM Signed: 10/23/2025 8:33:34 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2024 11:21:59 AM ID: c4be30fc-3462-4626-8334-765510855df2		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:33:36 AM Viewed: 10/23/2025 8:47:53 AM Signed: 10/23/2025 8:50:11 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:50:12 AM Viewed: 10/30/2025 3:46:39 PM Signed: 10/30/2025 3:46:54 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/23/2025 8:32:43 AM
Certified Delivered	Security Checked	10/30/2025 3:46:39 PM
Signing Complete	Security Checked	10/30/2025 3:46:54 PM
Completed	Security Checked	10/30/2025 3:46:54 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: C076A103-1287-492C-A1E2-3C818F66DE83

VERSION 350816 10/15/2025 5:08 PM EDT

Clear Channel Outdoor

SALES CONTRACT

ACCOUNT EXECUTIVE

Shelly Ashley
shellyashley@clearchannel.com

CLEAR CHANNEL OUTDOOR, LLC

731 SW 37th Avenue
Ocala, FL 34474

ORDER #1277083-OCA

City of Ocala Rec and Parks - Brick City Bluegrass Festival Digital - 11/10/2025

ADVERTISER

City of Ocala Rec and Parks (#436716)
828 NE 8th Ave
Ocala, FL 34470-5339

BILL TO

City of Ocala Rec and Parks (#436716)
828 NE 8th Ave
Ocala, FL 34470-5339

OCALA/GAINESVILLE

OOH SERVICES

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Digital Bulletin 1 slots	#**OCA008243** - I-75 WS 0.9mi N/O SR 200 F/S - 1 - 14' x 48'	11/10/2025	4-Week	$1,000.00	2.0	$2,000.00
Display, Fixed	Digital Bulletin 1 slots	#**OCA008295** - US 27/441 ES 0.2mi N/O 136th F/SE - 1 - 14' x 48'	12/8/2025	4-Week	$1,000.00	1.0	$1,000.00
Display, Fixed	Digital Bulletin 1 slots	#**OCA000238** - SR 40 NS 300ft E/O SE 16th Av F/W - 1 - 10'6" x 36'	1/5/2026	4-Week	$1,000.00	1.178571	$1,178.57

COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

SUMMARY

Description	Cost
OOH Services	$4,178.57
TOTAL	$4,178.57

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

Docusign Envelope ID: C076A103-1287-492C-A1E2-3C818F66DE83

VERSION 350816 10/15/2025 5:08 PM EDT

DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Ocala/Gainesville		731 SW 37th Ave, Ocala, FL, 34474		(352) 479-6915

Docusign Envelope ID: C076A103-1287-492C-A1E2-3C818F66DE83

VERSION 350816 10/15/2025 5:08 PM EDT

TERMS & CONDITIONS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:
"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
"Campaign" shall mean the advertising services described in the Contract.
"CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
"Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
"Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
"Customer" shall mean the advertiser and any agency or buying service named in the Contract.
"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
"Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
"Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
"Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
"Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
"Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

2. PAYMENT
a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
d. Payments made by credit card and virtual credit card may be subject to a surcharge.
e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccobilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER
a. Customer represents and warrants to Clear Channel that:
(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
(2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL
a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the commencement date specified in the Contract and commence billing on the date copy is fully displayed.
f. For non-digital Signs, illumination will only be provided if Illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 SANCTIONS COMPLIANCE
a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE
a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
- The US Foreign Corrupt Practices Act 1977; and
- Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").

b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS
a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. ~~INDEMNIFICATION AND HOLD HARMLESS~~

~~Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.~~

8. GENERAL

a. It is agreed that the laws of the State of ~~New York~~ Florida shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto waive irrevocably and any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. ~~Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.~~

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

Docusign Envelope ID: C076A103-1287-492C-A1E2-3C818F66DE83

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.
h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

SIGNATURES

CITY OF OCALA REC AND PARKS

DocuSigned by:
Ken Whitehead
Signature

Ken Whitehead
Name

10/23/2025
Date

CLEAR CHANNEL OUTDOOR, LLC

DocuSigned by:
Bradley Lacher
Signature

Bradley Lacher
Name

10/17/2025
Date

Approved as to form and Legality:

Signed by:
William E. Sexton, Esq.
William E. Sexton,Esq., City Attorney

Certificate Of Completion

Envelope Id: C076A103-1287-492C-A1E2-3C818F66DE83
Status: Completed
Subject: FOR SIGNATURE - Bluegrass Festival Digital Billboard Agreement (REC/260080)
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/17/2025 10:32:49 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Bradley Lacher bradleylacher@clearchannel.com Security Level: Email, Account Authentication (None)	DocuSigned by: Bradley Lacher 734102CA142B4A5... Signature Adoption: Pre-selected Style Using IP Address: 50.207.27.170	Sent: 10/17/2025 10:34:25 AM Viewed: 10/17/2025 10:35:52 AM Signed: 10/17/2025 10:36:20 AM
Electronic Record and Signature Disclosure: Accepted: 5/24/2024 11:21:59 AM ID: c4be30fc-3462-4626-8334-765510855df2		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 10:36:21 AM Viewed: 10/23/2025 9:05:44 AM Signed: 10/23/2025 9:06:52 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 9:06:53 AM Viewed: 10/23/2025 11:25:32 AM Signed: 10/23/2025 11:26:09 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 10:34:25 AM
Certified Delivered	Security Checked	10/23/2025 11:25:32 AM
Signing Complete	Security Checked	10/23/2025 11:26:09 AM
Completed	Security Checked	10/23/2025 11:26:09 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C

1536

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky Chief Asst County Attorney ☐ Elizabeth Alt Sr Asst County Attorney ☒ Thomas Schwartz Asst County Attorney ☐ William Harris Asst County Attorney

From: (Name) Perez (Last) Bobbi (First) (Dept) Administration - 1040

(Title) Public Relations Director (Phone) 352-438-2311

Signature [signature] Date 9/23/25

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. ☐ Approve as to Form ☐ Other

Description of Request

This agreement with the City of Ocala (Contract SUN/250954) pertains to a SunTran bus wrap as part of the No Horsin' Around with Marion litter awareness campaign. The original contract with the City was approved and initiated near the end of the fiscal year, in September 2023. This new agreement (SUN/250954) mirrors the specifications of the previously approved contract (SUN/240967), which is attached to this LRM for reference.

For more information or discussion, contact: ☑ Same as above

(Name) (Last) (First) (Title) (Phone)

COMPLETION IS REQUESTED BY: *(specific date)*

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☐ Yes ☑ No

Agenda Deadline Date: Agenda Date:

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-990

Outcome: Approved as to form.

Date Received:

RECEIVED
By Marion County Attorney-HF at 8:54 am, Oct 02, 2025

Attorney Signature: [signature] Date 10/3/25

Staff Signature: [signature] 10/3/25 (Completed)

Returned: ☒ Department ☐ Admin ☐ Procurement

Rev 12/21/17

Docusign Envelope ID: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C

AGREEMENT FOR BUS WRAP DISPLAY ADVERTISING ON SUNTRAN BUS

THIS AGREEMENT is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MARION COUNTY**, a political subdivision of the State of Florida ("County").

RECITALS

WHEREAS, The City of Ocala is the administrative agency for the Ocala/Marion County public transit system known as SunTran; and,

WHEREAS, Marion County, a political subdivision of the State of Florida, submitted an offer to advertise on a SunTran bus, and said offer was reviewed and accepted by City staff.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and County hereby represent, warrant and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's solicitation for bus wrap display advertising; and (d) the County's response to same. Each of these documents are incorporated herein by reference for all purposes.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

   Exhibit A: Scope of Work (A-1)

   Exhibit B: Specifications for Non-Removable Signs and Decals (B-1 through B-7)

   Exhibit C: SunTran Advertising Policy (C-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit B, then (3) Exhibit A.

3. **SERVICES.** City will provide **ONE (1)** SunTran bus for installation of bus wrap display advertising. County is responsible for the design, production, and installation of the wrap in accordance with the SunTran Advertising Policy as described in **Exhibit C – SunTran Advertising Policy,** and in accordance with **Exhibit A – Scope of Work** and **Exhibit B – Specifications for Non-Removable Signs and Decals.** The design, production, and installation cost of the bus wrap is not included in the monthly advertising cost. County is responsible for these separate expenses, which includes wrap removal at the conclusion of the contract term.

4. **COMPENSATION.** County shall pay to City **TWELVE THOUSAND AND NO/100 DOLLARS ($12,000)**, (the "Contract Sum") as full and complete compensation for the timely and satisfactory rendering of services during the **12-MONTH** consecutive advertising term.

5. **TERM & TERMINATION.** This Agreement shall begin on the date of the last signature below and shall terminate at the end of the business day **TWELVE (12) MONTHS** after the bus is wrapped and put into operation.

   If the bus is inoperable for any reason during the contract term, this Agreement shall be extended

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for an equivalent length of time. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving written notification thereof to the other party. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

6. **REMEDIES.** If any Event of Default occurs, City shall have the right, at its sole option, to pursue all remedies available at law or equity, including the termination of this Agreement and all rights of County hereunder. Notwithstanding City's termination of this Agreement, County shall remain liable to City for all claims and damages, costs or attorneys' fees arising prior to such termination.

7. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the County is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which County performs hereunder.

8. **ACCESS TO FACILITIES.** City will provide County with access to one (1) SunTran bus for purposes of installing the initial wrap advertising.

9. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

10. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with County. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

11. **PUBLIC RECORDS.** The County shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the County shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 County does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the County or keep and maintain public records required by the public agency to perform the service. If the County transfers all public records to the public agency upon completion of the contract, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the contract, the County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public

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records, in a format that is compatible with the information technology systems of the public agency.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

12. **TAX EXEMPTION**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. County doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will County be authorized to use City's Tax Exemption Number for securing materials listed herein.

13. **AUDIT.** County shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

14. **PUBLICITY.** County shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

15. **CONFLICT OF INTEREST.** County must have disclosed with the submission of its bid, the name of any officer, director, or agent who may be employed by the City. County must disclose the name of any City employee who owns, directly or indirectly, any interest in County or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

16. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

17. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Performance shall be extended for a number of days, equal to the duration of the force majeure. The affected party shall be entitled to an extension of time only and, in no event shall the affected party be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

18. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

19. **MUTUAL INDEMNIFICATION.** Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter County or City's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure City for City's negligence.

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the Parties to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

21. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to County:

Marion County Public Relations Office
601 SE 25th Avenue
Ocala, Florida 34471
Phone: 352-438-2345
E-mail: publicrelations@marionfl.org

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Copy to:

Marion County
Office of the County Administrator
601 SE 25th Avenue
Ocala, Florida 34471
Phone: 352-438-2346
E-mail: countyadministrator@marioncountyfl.org

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

22. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

23. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

24. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made

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pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

25. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

26. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

27. **MUTUALITY OF NEGOTIATION.** County and City acknowledge that this Agreement is a result of negotiations between County and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

28. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

29. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

30. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

31. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

32. **ELECTRONIC SIGNATURE(S).** County, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

33. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible

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to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

34. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/23/2025.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8ABED04F3...

By: William E. Sexton, Esq.
(Printed Name)

City Attorney
Title

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

MARION COUNTY, a political subdivision of the State of Florida

By: Mounir Bouyounes
(Printed Name)

County Administrator
(Title of Authorized Signatory)

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency
County Attorney

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The Advertiser is responsible for the design, production, and installation of the wrap in accordance with the City of Ocala advertising policy.

The design, production, and installation cost of the bus wrap is not included in the monthly advertising cost. The Advertiser is responsible for these separate expenses, which include:

- Removal of SunTran graphics prior to Advertiser's installation.
- At the conclusion of the contract Advertiser must remove wrap and replace SunTran graphics
- Paint/body damage due to wrap removal (if applicable).

When considering bus wrap design be mindful of the bus safety decals as well as labels that are required by law to be displayed on the bus. Pictures and dimension are provided to Advertiser within **Exhibit B- Specifications for Non- Removable Signs and Decals**. Safety decals, ADA stickers and any other the City of Ocala required bus decal will remain on the bus and wrap will be cut out to display those items. Please avoid putting logos, phone number, website address etc. on or near these areas.

Wrap designs will be reviewed by the City staff for compliance before authorizing placement on the bus. The bus can be re-wrapped at advertiser discretion throughout the term as long as the bus is not taken offline (ex: it can be re-wrapped on Sunday). Re-wrapping and any issues pertaining to bus wrap or installation would need to be approved and scheduled through the City Transit Manager and SunTran General Manager.

Insurance

Garage keeper's insurance will be requested from bus wrap vendor.

Exhibit B

Non-Removeable Signs and Decals

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Non-Removable Signs/Decals

- SunTran/Website logo must be visible, the location of the logo may be changed based on specific bus wrap design.
- SunTran/Website can be blended into a design scheme.
- Final placement of SunTran/Website logos subject to city staff approval.
- If the advertisement materials cover the passenger seat windows, the materials need to be perforated for passengers looking through the windows.

Provide Safe, Comfortable

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Non-Removable Signs/Decals

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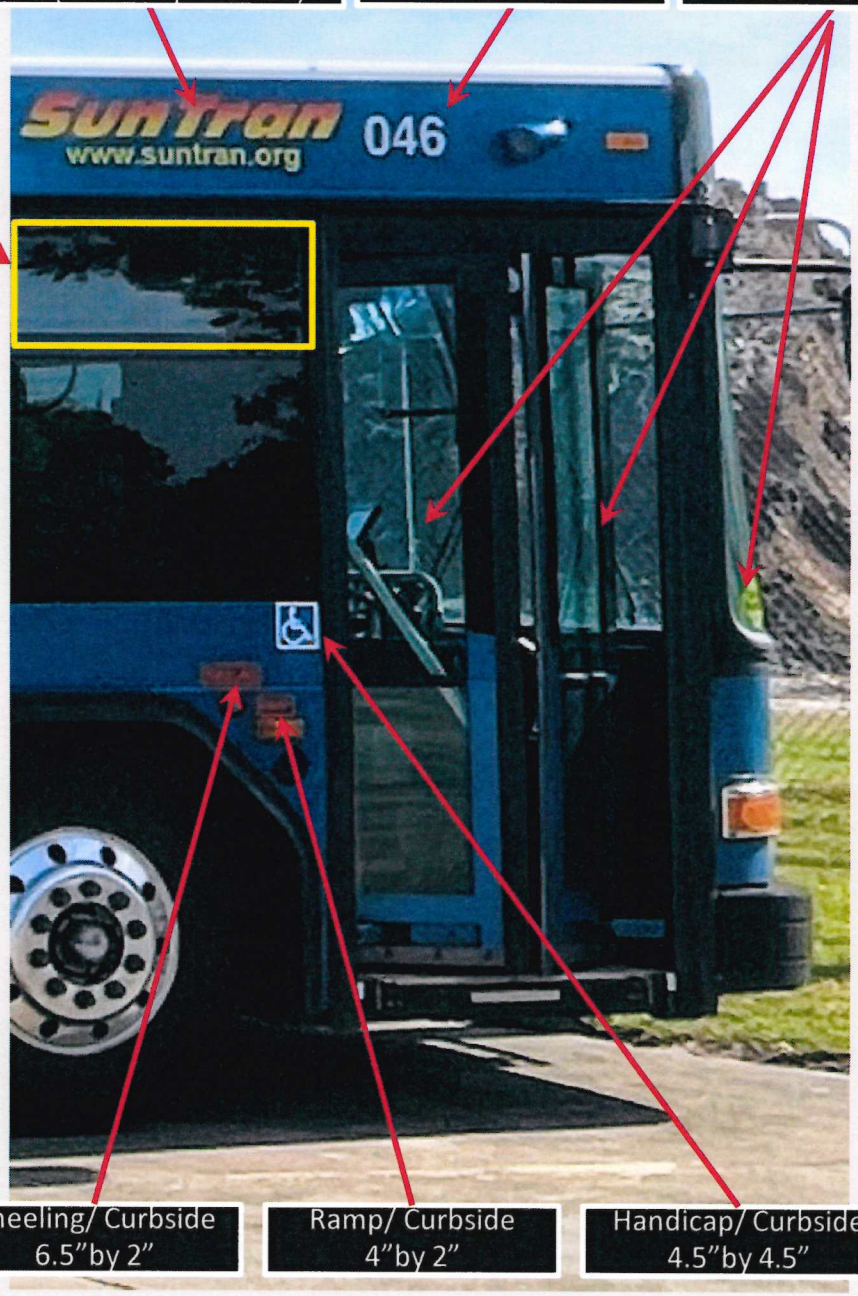
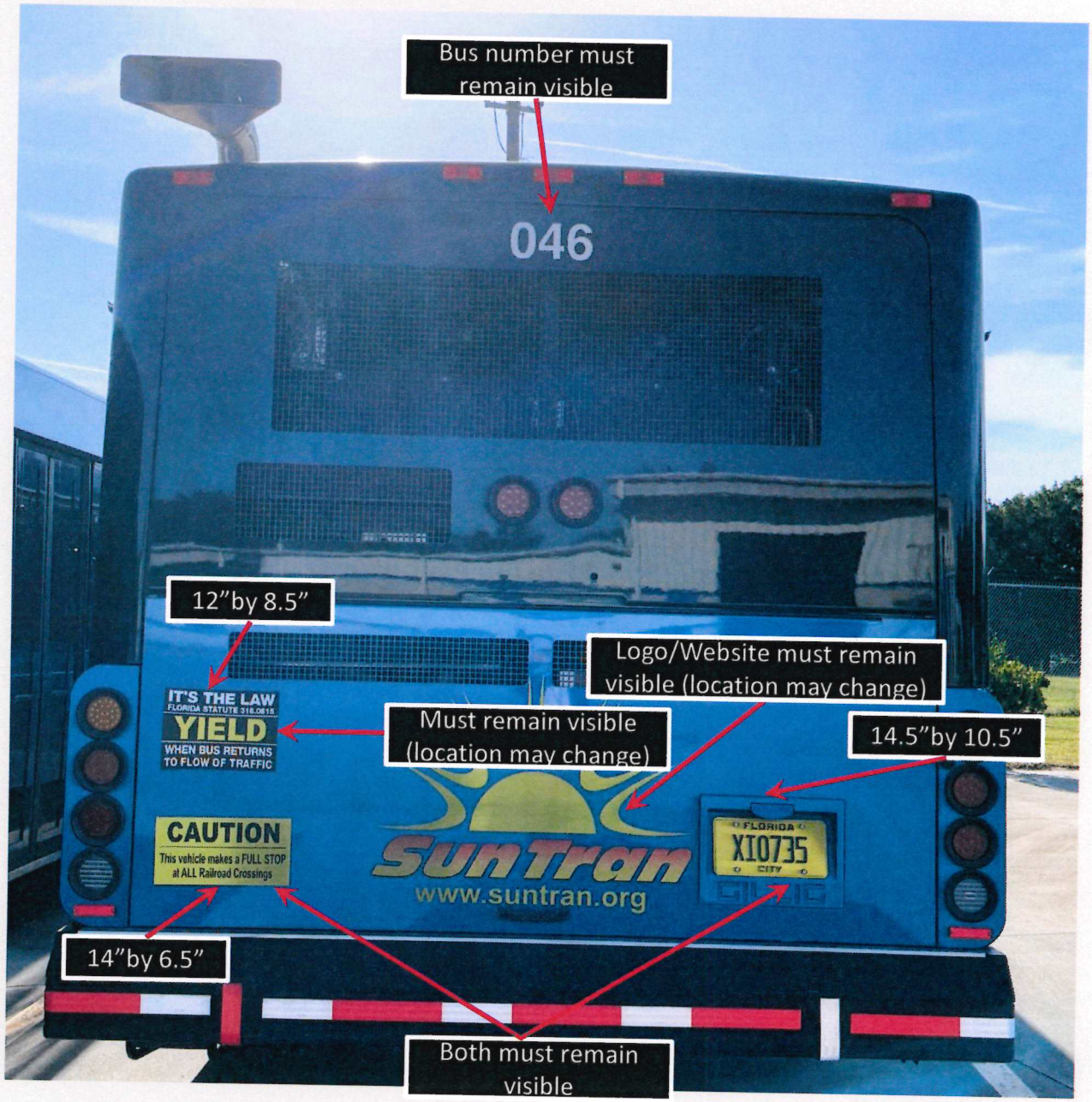
Non-Removable Signs/Decals



Docusign Envelope ID: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C

Non-Removable Signs/Decals



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Non-Removable Signs/Decals

Provide Safe, Comfortab 1550

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www.SunTran.org

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Effective Date: 04/22/2022

The City of Ocala determines that the following advertising on or in any SunTran bus and/or at any established SunTran bus shelter is hereby prohibited:

1. Advertising that is unlawful, obscene or indecent, or contains explicit messages or graphic representations pertaining to sexual contact, or contains an offensive level of sexual overtone, innuendo, or double entendre.

2. Advertising of contraceptive products or hygiene products of an intimately personal nature.

3. Advertising of products or services with sexual overtones such as massage parlors, escort services, or establishments featuring X-rated or pornographic movies.

4. Advertising containing foul or offensive language, pictures or depictions.

5. Advertising of tobacco or alcohol products.

6. Advertising that is harmful to children or is of a nature to frighten children, either emotionally or physically.
    a. The term "harmful to children" means language or pictures that:
        i. describe or depict sexual contact, or nudity;
        ii. make use of foul language;
        iii. describe or depict violent physical torture, destruction, or death of a human being; or
        iv. describe or depict criminal activity in a way that tends to glorify or glamorize the activity and that, with respect to children under the age of 18, has a tendency to corrupt.
    b. The term "of a nature to frighten children, either emotionally or physically "means language or pictures that describe or depict violent or brutal activities, whether such violence or brutality was intended or not, in a manner that causes children under the age of 18 physical or emotional distress or fear for their personal safety or for the safety of others.

7. Advertising of political, social, moral or religious points of view.

8. Advertising which promotes hatred or contempt against specific classes of people because of their race, religion, sex or ethnic background.

9. Advertising that, in the opinion of the City of Ocala, is of a nature to dissuade other advertisers from advertising on SunTran buses.

Certificate Of Completion

Envelope Id: 5E753621-BB1C-46EF-8FB1-73E6D1C5928C
Status: Completed
Subject: SIGNATURE - Agreement for Bus Wrap Display Advertising on SunTran Bus (SUN 250954)
Source Envelope:
Document Pages: 17
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/8/2025 2:21:07 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/8/2025 2:23:11 PM Resent: 10/21/2025 9:42:17 AM Viewed: 10/23/2025 9:15:21 AM Signed: 10/23/2025 9:17:12 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 9:17:14 AM Viewed: 10/23/2025 10:49:59 AM Signed: 10/23/2025 10:50:11 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 10:50:13 AM Viewed: 10/23/2025 11:26:26 AM Signed: 10/23/2025 11:26:54 AM
Electronic Record and Signature Disclosure: Accepted: 10/23/2025 11:26:26 AM ID: 418b2a20-8b2d-4156-a9cd-70d09467b231		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/8/2025 2:23:11 PM
Certified Delivered	Security Checked	10/23/2025 11:26:26 AM
Signing Complete	Security Checked	10/23/2025 11:26:54 AM
Completed	Security Checked	10/23/2025 11:26:54 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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AGREEMENT FOR BIENNIAL ASSESSMENT AUDIT – WATER QUALITY LABORATORY

THIS AGREEMENT FOR BIENNIAL ASSESSMENT AUDIT – WATER QUALITY LABORATORY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **RED RIVER SCIENTIFIC, LLC,** a foreign limited liability company duly organized in the state of Texas and authorized to do business in the state of Florida (EIN: 82-4438064) ("Vendor") or ("Provider").

WHEREAS, on August 21, 2025, City issued a Request for Quotation ("RFQ") for the provision of Florida Department of Health–approved provider to complete a biennial assessment of the City's Water Quality Laboratory, RFQ No.: WRS/250906 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Red River Scientific, LLC was found to be the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide biennial assessment audit services for City's Water Quality Laboratory (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:
   Exhibit A: Scope of Work (A-1 through A-2)

   Exhibit B: Price Proposal (B-1)

   If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Vendor an amount no greater than **FOUR THOUSAND AND NO/100 DOLLARS ($4,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

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A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.

B. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall invoice once a month. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Compliance Monitoring Division**, Attn: **Benjamin Moose, 4200 SE 24th Street, Ocala, Florida 34470**, E-Mail: bmoose@ocalafl.gov.

C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers

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for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **OCTOBER 8, 2025,** and continue, through and including **JULY 30, 2026** (the "Term").

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

   A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the City Project Manager's review of Vendor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

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A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be

effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

(1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Vendor provides material that does not meet the specifications of the Agreement;

(3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

(4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not

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limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

10. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for

    solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

    A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

    D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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14. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.

    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

15. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and

    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.

    C. Policy must include coverage for contractual liability and independent contractors.

    D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

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19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

    H. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

    I. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

    J. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

20. **ADDITIONAL INSURANCE REQUIREMENTS.**

    A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

    B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

    C. **Certificates of Insurance**. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

    D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and

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Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Vendor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendors' duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and

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selection for training or retraining, including apprenticeship and on-the-job training.

23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

24. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by

    the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any

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other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency 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.

    C. 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 Vendor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and

    maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

30. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

31. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same.

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Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

33. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

36. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

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If to Vendor:	Red River Scientific, LLC Attention: Donaciano Cantu 425 East Lamar Blvd Arlington, Texas 76011 Phone: 713-418-9160 E-mail: redriverscientific@gmail.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

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42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

44. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

49. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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51. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/23/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5877F71E38874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

RED RIVER SCIENTIFIC, LLC

Signed by:
Donaciano Cantu
5569B2106C2041B...

By: Donaciano Cantu
(Printed Name)

Title: CEO/Principal Assessor
(Title)

Docusign Envelope ID: 793420CE-B973-4D2D-80ED-CEEC8094B522

BACKGROUND

Vendor shall complete a regular biennial assessment for the City's Water Quality Laboratory (E53377) to maintain its Drinking Water and Non-Potable Water Accreditation.

FDOH & NELAP PROVIDER REQUIREMENTS

FDOH & NELAP Provider: Vendor must be an approved assessment provider through the Florida Department of Health (FDOH) to conduct an on-site assessment audit of the laboratory following the National Environmental Laboratory Accreditation Program (NELAP) from this listing:

http://www.floridahealth.gov/programs-and-services/public-health-laboratories/laboratory-services/environmental-laboratory-certification/lab-assessment-providers.html

PROJECT SUMMARY, DELIVERABLES, AND HOURS

Project Summary: The audit shall include but not be limited to the following for the City of Ocala:

- Reviewing the current Quality Manual.
- Standard Operating Procedures.
- Method Detection Limits.
- Demonstration of Capability.
- Proficiency Testing Results.

1. **Deliverables:** Upon assessment completion, the Vendor shall provide a plan of correction and/or report their findings to the Florida Department of Health.
2. **Scheduling On-Site Assessment:** Contact Benjamin Moose, Compliance Monitoring Manager, Compliance Monitoring Division, with the City of Ocala (352) 629-8212, bmoose@ocalafl.gov.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala shall furnish the following services/data to the Vendor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Vendor's responsibilities.
   C. Provide office facilities for the Vendor, if needed.
2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a markup fee for material furnished by the City.

VENDOR RESPONSIBILITIES

1. Vendor shall complete all work performed under this solicitation in accordance with the policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Vendor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.

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3. Vendors shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. Data collected by the Vendor shall be in a format compatible with or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
5. Vendor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.

SAFETY

1. Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Vendors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

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Exhibit B - PRICE PROPOSAL

CONTRACT# WRS/250906

VENDOR NAME	LOCATION
RED RIVER SCIENTIFIC, LLC	ARLINGTON, TX

INITIAL TERM PRICING

ITEM	DESCRIPTION	UOM	QTY	UNIT COST	EXTENDED COST
1	Single Biennial Assessment	LS	1	$ 4,000.00	**$ 4,000.00**
				TOTAL	**$ 4,000.00**

Certificate Of Completion

Envelope Id: 793420CE-B973-4D2D-80ED-CEEC8094B522
Status: Completed
Subject: FOR SIGNATURE - Agreement for Biennial Assessment Audit-Water Quality Laboratory (WRS/250906)
Source Envelope:
Document Pages: 17
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/16/2025 8:47:06 AM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Donaciano Cantu redriverscientific@gmail.com CEO/Principal Assessor Security Level: Email, Account Authentication (None)	Signed by: Donaciano Cantu 5569B2106C2041B... Signature Adoption: Pre-selected Style Using IP Address: 79.127.185.243 Signed using mobile	Sent: 10/16/2025 8:51:55 AM Viewed: 10/16/2025 9:03:25 AM Signed: 10/21/2025 1:59:51 AM
Electronic Record and Signature Disclosure: Accepted: 10/16/2025 9:03:25 AM ID: 4ec3e176-618c-4984-a8d7-a7e5b205e0dc		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/21/2025 1:59:52 AM Viewed: 10/23/2025 8:52:42 AM Signed: 10/23/2025 8:55:47 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:55:48 AM Viewed: 10/23/2025 11:22:19 AM Signed: 10/23/2025 11:25:04 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:25:05 AM Viewed: 10/23/2025 11:27:46 AM Signed: 10/23/2025 11:28:03 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/23/2025 11:27:46 AM ID: ed74f478-0a9c-4784-9a59-61c608af085b		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/16/2025 8:51:55 AM
Certified Delivered	Security Checked	10/23/2025 11:27:46 AM
Signing Complete	Security Checked	10/23/2025 11:28:03 AM
Completed	Security Checked	10/23/2025 11:28:03 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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CITY OF OCALA CONTINUING PROFESSIONAL SERVICES CONTRACT WORK ORDER

WORK ORDER NUMBER # 13

EFFECTIVE DATE:

Contract Manager Approval / Initials: DS DR

Project Title: Appraisal of Fair Market Rent

To: *McFarland-Johnson, Inc.*
49 Court Street
Suite 240
Binghamton, NY 13901

Attn:

FUNDING SOURCE: 451-099-999-542-81-99800

EXPENDITURE ACCOUNT NUMBER: 451-027-720-542-54-31010

In accordance with the executed City Council Agreement # AIR/220118, you are hereby authorized to commence the work outlined in the attached Scope of Services labeled Exhibit "A", the Fee Proposal labeled Exhibit "B." The approved work order amount shall be a Lump Sum amount of $10,408.00. Completion time for the work shall be as stipulated by the Airport Director. An expiration of the Master Agreement, through no fault of either party, shall not relieve the Consultant of their obligation for completing the tasks identified herein to the satisfaction of the City.

Requested By: DocuSigned by: Matt Grow 114C27B1772C464... **Date:** 10/1/2025
Originating Department Director

Approved By: DocuSigned by: Peter Lee 5BB28B... **Date:** 10/15/2025
Deputy or Assistant City Manager

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

SCOPE OF SERVICES

APPRAISAL OF FAIR MARKET RENT

OCALA INTERNATIONAL AIRPORT

September 2025

PROJECT OVERVIEW

Ocala International Airport (OCF) (CLIENT) has requested McFarland-Johnson, Inc. (MJ) provide appraisals for fair market rent for the following:

1. Aeronautical Land and Terminal Office Space at the Ocala International Airport (OCF), Ocala, Marion County, Florida
2. Flying Legends Hangar at the Ocala International Airport (OCF), 2000 SW 60 Avenue, Ocala, Marion County, Florida

Appraisal services will be provided by Slack, Johnston, Magenheimer – Real Estate Appraisers & Consultants will project management led by McFarland-Johnson, Inc.

SCOPE OF WORK

The scope of the appraisals will be limited to estimates of the annual fair market rent for the aeronautical land and terminal office space and Flying Legends Hangar at OCF. The appraisals will estimate the fair market annual rent per square foot for the property based on a comparison with other rental rates for similar aeronautical properties within the competitive market area (general aviation airports in Florida) consistent with the definition of market rent. Our analysis will consider all relevant approaches to value and will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The analysis will be completed subject to the attached standard assumptions and limiting conditions. If, in the process of preparation of the analysis, additional assumptions and limiting conditions are required, OCF will be notified.

ASSUMPTIONS/EXLUSIONS

- If attendance at city or airport meetings is required after completion of the report, we would reserve the right to invoice for meeting and travel time at an hourly rate of $300.
- If the city or airport should become involved in litigation in which the appraisal is in issue, and we are required to spend time in hearings, depositions, trial, traveling, etc., the airport shall be responsible for our time involved in those proceedings based on an hourly rate of $300 per hour.

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

PROJECT SCHEDULE/DELIVERABLES

The deliverables will include two original copies and one .pdf copy of each report. The reports will be furnished within approximately four weeks after a notice to proceed/work order.

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

EXHIBIT B

Appraisla for Fair Market Rent

City of Ocala/Ocala International Airport

9/29/2025

FEE SUMMARY

McFarland Johnson

	SERVICES	
1. DIRECT TECHNICAL LABOR	**$2,158.00**	
2. DIRECT EXPENSES	**$0.00**	
3. SUBCONSULTANT COSTS		
SJM - Aeronautical Land and Terminal Office Space	$4,750	
SJM - Flying Legends Hangar	$3,500	
4. TOTAL FEE ESTIMATE	**$10,408.00**	
5. TOTAL LUMP SUM FEE FOR ALL SERVICES		**$10,408**

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

T-Hangar Taxilane Rehabilitation

City of Ocala/Ocala International Airport

		93.74	96.26	83	65	61.14	51.2	41.8	35.44	35.44	49.4	40.04	29	18.5	52.32	47.62	40.04	
ESTIMATED HOURS																		
		HOURS BY CLASSIFICATION																
		VP	DD	SPM	SPE	PE	SE	AE	JEP1	JEP2	TS	ST	AT	JT	RI	SI	I	SUM
		$304.66	$312.85	$269.75	$211.25	$198.71	$166.40	$135.85	$115.18	######	$160.55	$130.13	$94.25	$60.13	$170.04	$154.77	$130.13	
PHASE/TASK	**DESCRIPTION**																	
Task 1	Project Management	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	8

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

SLACK
JOHNSTON
MAGENHEIMER
REAL ESTATE APPRAISERS & CONSULTANTS

ANDREW H. MAGENHEIMER, MAI
CERT. GEN. RZ1073

THEODORE W. SLACK, MAI
(1902 - 1992)
THEODORE C. SLACK, MAI
(1931 - 2015)
SUE BARRETT SLACK, MAI
(RETIRED)

September 8, 2025

Robert Overby
McFarland Johnson, Inc.
49 Court Street, Suite 240
Binghamton, New York 13902

RE: Valuation Service Request – Appraisal of Fair Market Rent for Aeronautical Land and Terminal Office Space at the Ocala International Airport (OCF), Ocala, Marion County, Florida

Dear Mr. Overby:

We are in receipt of your request for an appraisal of the above referenced property. It is our understanding that the intended use of the analysis is to assist McFarland Johnson, Inc. (MJI) and their client, the Ocala International Airport (OCF), in negotiating future leases, as well as adjusting current leases in establishing annual fair market rent for the property. The client will be McFarland Johnson, Inc. (MJI) and the appraisals will be addressed to Matthew Grow, Airport Director, Ocala International Airport. The intended users will be MJI, OCF and the City of Ocala. This will serve as our engagement contract for an appraisal regarding the real property referenced above.

Slack, Johnston & Magenheimer, Inc. (SJM) has been involved in real estate appraising and consulting for over 60 years in Florida. Our firm provides a wide range of valuation services concerning all forms of commercial, industrial and residential real estate, as well as aviation and related uses. We have an on-going consulting contract with the Miami-Dade County Aviation Department related to estimating fair annual rental rates at their three general aviation airports. Overall, we have completed valuation assignments at over 60 airports. Please refer to the attached airport list. Based on our experience, we feel qualified to assist MJI and OCF with their appraisal and consulting needs.

As discussed, the scope of the appraisal will be limited to estimates of the annual fair market rent for the aeronautical land and terminal office space at OCF. The appraisal will estimate the fair market annual rent per square foot for the property based on a comparison with other rental rates for similar aeronautical properties within the competitive market area (general aviation airports in Florida) consistent with the definition of market rent. Our analysis will consider all relevant approaches to value and will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The analysis will be completed subject to the attached standard assumptions and limiting conditions. If, in the process of preparation of the analysis, additional assumptions and limiting conditions are required, we will notify you accordingly.

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

We are available to prepare the appraisals, limited in scope as described above, in a narrative report format for a fee of $4,750 (19.0 hours @ $250/hr.). The deliverables will include two original copies and one .pdf copy of each report. The reports will be furnished within approximately four weeks after a notice to proceed/work order. In order to start the process, we require a notice to proceed/work order. The fee will be due upon completion and delivery of the reports.

In addition to the fee, if attendance at city or airport meetings is required after completion of the report, we would reserve the right to invoice for meeting and travel time at an hourly rate of $300. In addition, if the city or airport should become involved in litigation in which the appraisal is in issue, and we are required to spend time in hearings, depositions, trial, traveling, etc., the airport shall be responsible for our time involved in those proceedings based on an hourly rate of $300 per hour. This contingency rarely occurs, and we don't anticipate that it will not with reference to this assignment.

If the above stated terms are acceptable, please issue a work order. Thank you for considering Slack, Johnston & Magenheimer for your appraisal and consulting needs in Florida. We appreciate the opportunity to be of service and look forward to working with you.

Sincerely,

SLACK, JOHNSTON & MAGENHEIMER, INC.

Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073

\Q\OCF4

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

Standard Information Request, If Available

1. Copy of the survey with legal description.
2. Copy of the site plan.
3. Contact name and phone number to schedule a property visit.
4. Copy of the insurance policy reflecting the coverage term and annual premium.
5. Copy of leases and any amendments.
6. Copy of any prior appraisals prepared for the property.
7. Copy of offering material for the property, if currently on the market for sale.
8. Copy of any letters of intent or pending leases.

Slack, Johnston & Magenheimer, Inc. - Airport Experience

Commercial Service Airports

Miami International (MIA)
Ft. Lauderdale-Hollywood International (FLL)
Palm Beach International (PBI)
Orlando International (MCO)
Orlando Sanford International Airport (SFB)
Tampa International (TPA)
Jacksonville International (JAX)
Sarasota-Bradenton International (SRQ)
Punta Gorda (PGD)
Tallahassee International (TLH)
Pensacola International (PNS)
Memphis International (MEM)
Key West International (EYW)
Aspen-Pitkin County (ASE)

General Aviation Airports

Miami Executive (TMB)
Miami Opa Locka Executive (OPF)
Miami Homestead General Aviation (X51)
Dade-Collier Training and Transition (TNT)
Opa Locka West (formerly X46)
North Perry (HWO)
Ft. Lauderdale Executive (FXE)
Pompano Beach Airpark (PMP)
Boca Raton (BCT)
Lantana (LNA)
Pahokee (PHK)
Palm Beach North County (F45)
Merritt Island (COI)
Space Coast Regional (TIX)
Arthur Dunn (X21)
Treasure Coast International (FPR)

General Aviation Airports

Jacksonville Executive (CRG)
Herlong Recreational (HEG)
Cecil (VQQ)
Lake City (LCQ)
Ocala International (OCF)
Inverness (INV)
Crystal River (CGC)
Orlando Executive (ORL)
Brooksville/Tampa Bay Regional (BKV)
Clearwater Airpark (CLW)
Zephyrhills (ZPH)
Tampa Executive (VDB)
Plant City (PCM)
Peter O. Knight (TPF)
Sebring (SEB)
Venice Municipal (VNC)
Florida Keys Marathon (MTH)
Naples (APF)
Leesburg (LEE)
Bob Sikes (CEW)
Destin Executive (DTS)
Peter Prince (2R4)
Page Field (FMY)
New Smyrna Beach (EVB)
Fernandina Beach Municipal (FHB)
Northeast Florida Regional (SGJ)
Ormond Beach Municipal (OMN)
Witham Field (SUA)
Marco Island Executive (MKY)
Immokalee Regional (IMM)
Everglades Airpark (X01)
Winter Haven Regional (GIF)

Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

ASSUMPTIONS AND LIMITING CONDITIONS

The assignment is subject to the following assumptions and limiting conditions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. No legal opinion related to a title search was provided and all existing liens and encumbrances, including deed restrictions and developers agreements, have not been investigated unless otherwise stated. The property is appraised as though free and clear.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others has been gathered from sources deemed to be reliable, however, no warranty is given for its accuracy.
5. All engineering and surveying is assumed to be correct. Any sketches, plats, or drawings included in this report are included to assist the reader in visualizing the property. We have made no survey of the property, and assume no responsibility in connection with such matters.
6. It is assumed that there are no hidden or inapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for unusual soil conditions and no opinion as to these matters is to be inferred or construed from the attached report other than those specifically stated in the report. Unless stated otherwise, the soil conditions of the subject property are assumed to be adequate to support development utilizing conventional construction techniques. We recommend the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Any proposed or partially completed improvements included in this report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
12. Our estimates of future values were formulated based upon market conditions as of the date of appraisal, considerate of future projections concerning supply and demand. The appraiser has no responsibility for significant events that alter market conditions subsequent to the effective date or dates of appraisal.
13. This study is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Publication of this report or any portion thereof without the written consent of the appraiser is not permitted.
14. The appraiser, by reason of this report, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
15. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser. The use of this report in any public offering or syndication document is specifically prohibited.
16. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. It is recommended that the client retain an expert in this field, if needed.
17. Disclosure of the contents of this report by the appraiser is controlled by the Appraisal Institute of which one or more signatures of this report is an MAI member and by the Florida Department of Professional Regulation, Division of Appraisal State Certification. The analysis and value conclusions, as well as non-public information about the subject property, are confidential matters and cannot be divulged to any persons other than the party for whom the report is prepared. Exceptions to this confidentiality provision are requests by committees of the Appraisal Institute or the Florida Department of Professional Regulations for peer review, and subpoenas by any court having jurisdiction to request production of the report.
18. Acceptance or use of this report constitutes acceptance of the preceding conditions.

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THEODORE W. SLACK, MAI
(1902 - 1992)
THEODORE C. SLACK, MAI
(1931 - 2015)
SUE BARRETT SLACK, MAI
(RETIRED)

September 8, 2025

Robert Overby
McFarland Johnson, Inc.
49 Court Street, Suite 240
Binghamton, New York 13902

RE: Valuation Service Request – Appraisal of Fair Market Rent for Flying Legends Hangar at the Ocala International Airport (OCF), 2000 SW 60 Avenue, Ocala, Marion County, Florida

Dear Mr. Overby:

We are in receipt of your request for an appraisal of the above referenced property. It is our understanding that the intended use of the analysis is to assist McFarland Johnson, Inc. (MJI) and their client, the Ocala International Airport (OCF), in negotiating a future lease, as well as adjusting current a lease in establishing annual fair market rent for the property. The client will be McFarland Johnson, Inc. (MJI) and the appraisals will be addressed to Matthew Grow, Airport Director, Ocala International Airport. The intended users will be MJI, OCF and the City of Ocala. This will serve as our engagement contract for an appraisal regarding the real property referenced above.

Slack, Johnston & Magenheimer, Inc. (SJM) has been involved in real estate appraising and consulting for over 60 years in Florida. Our firm provides a wide range of valuation services concerning all forms of commercial, industrial and residential real estate, as well as aviation and related uses. We have an on-going consulting contract with the Miami-Dade County Aviation Department related to estimating fair annual rental rates at their three general aviation airports. Overall, we have completed valuation assignments at over 60 airports. Please refer to the attached airport list. Based on our experience, we feel qualified to assist MJI and OCF with their appraisal and consulting needs.

As discussed, the scope of the appraisal will be limited to estimates of the annual fair market rent for the Flying Legends hangar at OCF. The appraisal will estimate the fair market annual rent per square foot for the property based on a comparison with other rental rates for similar aeronautical properties within the competitive market area (general aviation airports in Florida) consistent with the definition of market rent. Our analysis will consider all relevant approaches to value and will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). The analysis will be completed subject to the attached standard assumptions and limiting conditions. If, in the process of preparation of the analysis, additional assumptions and limiting conditions are required, we will notify you accordingly.

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We are available to prepare the appraisals, limited in scope as described above, in a narrative report format for a fee of $3,500 (14.0 hours @ $250/hr.). The deliverables will include two original copies and one .pdf copy of each report. The reports will be furnished within approximately four weeks after a notice to proceed/work order. In order to start the process, we require a notice to proceed/work order. The fee will be due upon completion and delivery of the reports.

In addition to the fee, if attendance at city or airport meetings is required after completion of the report, we would reserve the right to invoice for meeting and travel time at an hourly rate of $300. In addition, if the city or airport should become involved in litigation in which the appraisal is in issue, and we are required to spend time in hearings, depositions, trial, traveling, etc., the airport shall be responsible for our time involved in those proceedings based on an hourly rate of $300 per hour. This contingency rarely occurs, and we don't anticipate that it will not with reference to this assignment.

If the above stated terms are acceptable, please issue a work order. Thank you for considering Slack, Johnston & Magenheimer for your appraisal and consulting needs in Florida. We appreciate the opportunity to be of service and look forward to working with you.

Sincerely,

SLACK, JOHNSTON & MAGENHEIMER, INC.

Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073

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Docusign Envelope ID: 67D84EC1-136A-4A56-AAE5-D9850CC1660F

Standard Information Request, If Available

1. Copy of the survey with legal description.
2. Copy of the site plan.
3. Contact name and phone number to schedule a property visit.
4. Copy of the insurance policy reflecting the coverage term and annual premium.
5. Copy of leases and any amendments.
6. Copy of any prior appraisals prepared for the property.
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8. Copy of any letters of intent or pending leases.

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Palm Beach International (PBI)
Orlando International (MCO)
Orlando Sanford International Airport (SFB)
Tampa International (TPA)
Jacksonville International (JAX)
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Miami Homestead General Aviation (X51)
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Lantana (LNA)
Pahokee (PHK)
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Merritt Island (COI)
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Arthur Dunn (X21)
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Inverness (INV)
Crystal River (CGC)
Orlando Executive (ORL)
Brooksville/Tampa Bay Regional (BKV)
Clearwater Airpark (CLW)
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Tampa Executive (VDB)
Plant City (PCM)
Peter O. Knight (TPF)
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Florida Keys Marathon (MTH)
Naples (APF)
Leesburg (LEE)
Bob Sikes (CEW)
Destin Executive (DTS)
Peter Prince (2R4)
Page Field (FMY)
New Smyrna Beach (EVB)
Fernandina Beach Municipal (FHB)
Northeast Florida Regional (SGJ)
Ormond Beach Municipal (OMN)
Witham Field (SUA)
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Immokalee Regional (IMM)
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2. No legal opinion related to a title search was provided and all existing liens and encumbrances, including deed restrictions and developers agreements, have not been investigated unless otherwise stated. The property is appraised as though free and clear.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others has been gathered from sources deemed to be reliable, however, no warranty is given for its accuracy.
5. All engineering and surveying is assumed to be correct. Any sketches, plats, or drawings included in this report are included to assist the reader in visualizing the property. We have made no survey of the property, and assume no responsibility in connection with such matters.
6. It is assumed that there are no hidden or inapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for unusual soil conditions and no opinion as to these matters is to be inferred or construed from the attached report other than those specifically stated in the report. Unless stated otherwise, the soil conditions of the subject property are assumed to be adequate to support development utilizing conventional construction techniques. We recommend the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Any proposed or partially completed improvements included in this report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
12. Our estimates of future values were formulated based upon market conditions as of the date of appraisal, considerate of future projections concerning supply and demand. The appraiser has no responsibility for significant events that alter market conditions subsequent to the effective date or dates of appraisal.
13. This study is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Publication of this report or any portion thereof without the written consent of the appraiser is not permitted.
14. The appraiser, by reason of this report, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
15. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser. The use of this report in any public offering or syndication document is specifically prohibited.
16. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. It is recommended that the client retain an expert in this field, if needed.
17. Disclosure of the contents of this report by the appraiser is controlled by the Appraisal Institute of which one or more signatures of this report is an MAI member and by the Florida Department of Professional Regulation, Division of Appraisal State Certification. The analysis and value conclusions, as well as non-public information about the subject property, are confidential matters and cannot be divulged to any persons other than the party for whom the report is prepared. Exceptions to this confidentiality provision are requests by committees of the Appraisal Institute or the Florida Department of Professional Regulations for peer review, and subpoenas by any court having jurisdiction to request production of the report.
18. Acceptance or use of this report constitutes acceptance of the preceding conditions.

Certificate Of Completion

Envelope Id: 67D84EC1-136A-4A56-AAE5-D9850CC1660F
Status: Completed
Subject: SIGNATURE: TWO #13 - Airport Property Appraisal (AIR/220118)
Source Envelope:
Document Pages: 13
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/1/2025 2:56:36 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Matt Grow mgrow@ocalafl.org Director, Ocala International Airport City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Matt Grow 114C27B1770C464... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/1/2025 3:10:16 PM Viewed: 10/1/2025 3:11:56 PM Signed: 10/1/2025 3:12:07 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Daphne Robinson drobinson@ocalafl.org Contracting Officer Security Level: Email, Account Authentication (None)	DS DR Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/1/2025 3:12:08 PM Viewed: 10/7/2025 3:09:39 PM Signed: 10/7/2025 3:10:06 PM
Electronic Record and Signature Disclosure: Accepted: 10/7/2025 3:09:39 PM ID: 9e289b28-da22-4d93-9a47-f32bf6136a64		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/7/2025 3:10:07 PM Viewed: 10/15/2025 4:41:41 PM Signed: 10/15/2025 4:42:02 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/1/2025 3:10:16 PM
Certified Delivered	Security Checked	10/15/2025 4:41:41 PM
Signing Complete	Security Checked	10/15/2025 4:42:02 PM
Completed	Security Checked	10/15/2025 4:42:02 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 64DC5445-AAF2-4BCD-9233-D137C9EDC632

CONTRACT# 230625

CITY OF OCALA
CONTRACT WORK ORDER

WORK ORDER NUMBER # GRM26-001

EFFECTIVE DATE: October 27, 2025

DS
DR
Contract Manager
Approval/Initials

Project Title: 2050 Vision Plan

To: *Kimley-Horn & Associates*
101 East Silver Springs Boulevard
Ocala, FL 34471

Attn: *Ali Palmer*

FUNDING SOURCE: General Fund

EXPENDITURE ACCOUNT NUMBER: 001-016-061-515-51-31010

In accordance with your executed City Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **$51,040.**

Requested By: _____ **Date:** 10-17-25
Department Director

DocuSigned by:
Approved By: Peter Lee **Date:** 10/23/2025
5B2[illegible]
Deputy/Assistant City Manager

Docusign Envelope ID: 64DC5445-AAF2-4BCD-9233-D137C9EDC632

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 2025-01

Describing a specific agreement between **Kimley-Horn and Associates, Inc.** (the Consultant), and **The City of Ocala** (the City) in accordance with the terms of the Professional Planning Services – 2050 Vision Agreement Contract Number GRM/230625 for Continuing Professional Services dated December 12, 2023, which is incorporated herein by reference.

Identification of Project:

Project Name: Ocala Vision 2050

KH Project Manager: Ali Palmer

PROJECT UNDERSTANDING

This Individual Project Order Number 2025-01 is intended as the next task order for the ongoing Ocala Vision 2050 project and is structured to serve as the final scope of work required to complete the project. Accordingly, this task order represents the continuation and culmination of the previous work, ensuring that all outstanding project requirements are addressed for the Vision 2050 project and that the project will be completed upon fulfillment of this scope.

SCOPE OF SERVICES

Task 1 – Client Workshop

A. Kimley-Horn will participate in an in-person one day workshop with the City to review revisions to the Vision 2050 document prepared by Kimley-Horn and provided to the City in June 2025 under the prior IPO. Up to three Kimley-Horn professionals will attend the workshop for up to eight hours to discuss the proposed changes. The meeting date will be jointly coordinated at least three business days prior to the scheduled meeting.

B. Following the meeting, the Consultant will submit summarized meeting notes to confirm the proposed revisions to Vision 2050 before proceeding to Task 2.

Task 2 – Vision 2050 Revision

A. Kimley-Horn will update the latest draft of the Vision 2050 document (provided to the City in June 2025) to incorporate the revisions provided during the Client Workshop under Task 1. These revisions will include substantial revisions to the layout and narrative flow, modifications to the existing maps and graphics, as well as design and integration of new maps, graphics and photographic images. The document format will be modified from 8.5x11 landscape page to 11x17 landscape page.

B. Kimley-Horn will make up to one substantial revision to the current draft of the Vision 2050 Plan (requiring two weeks of effort or less) and up to two minor revisions based on additional City comments, requiring two days of effort or less. The City will provide new photographs to be included in the document. This revision will also include modification to the following:

1) Maps – Kimley-Horn will update each of the five Focus Area maps in the Vision 2050 document based on the updated actions and strategies discussed during the Workshop. The master focus area map will also be revised to incorporate any boundary adjustments to the focus areas. Additionally, Kimley-Horn will develop up to four new "heat maps" (one for each focus area) to show the approximate locations of catalytic sites. All map revisions

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will be based on finalized and combined markups, along with basemap data (ArcMap files) supplied by the City. The updated and new maps will be delivered to the City in both ArcGIS and PDF formats. Kimley-Horn will provide up to two minor revisions based on City feedback, each requiring one day of effort or less.

2) Graphics – Kimley-Horn will generate up to five graphics, with one graphic dedicated to each focus area, to visually represent the key strategies or actions associated with those areas. These graphics may use images provided by the City including photographs or, where appropriate, images from the Consultant's own graphic library. Kimley-Horn will perform up to two minor revisions to the graphics based on feedback from the City, with each revision requiring one day of effort or less.

C. Once the revisions in this task have been completed as described, Kimley-Horn will deliver the final draft of the Vision 2050 document to the City in Adobe PDF format, print-ready in both 8.5x11 and 11x17 format.

SCHEDULE

Kimley-Horn will provide the Scope of Services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEES AND EXPENSES

Kimley-Horn will perform the Scope of Services in Tasks 1 and 2 for the lump sum fees detailed below. Individual task amounts are informational only.

TASK DESCRIPTION	LUMP SUM FEE
Task 1 – Client Workshop	$7,938.00
Task 2 – Vision 2050 Revision	$43,102.00
Total Lump Sum Fees:	***$51,040.00***

Services provided under this task will be invoiced on a monthly basis. All invoices will include a description of the services provided. Approval from the City shall be required for all invoiced travel expenses and meetings.

ACCEPTED:

THE CITY OF OCALA, FLORIDA

DocuSigned by:
BY: Peter Lee
5BB28E162F2E4C2...

TITLE: City Manager

DATE: 10/23/2025

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Amber L Gartner, PE

TITLE: Vice President

DATE: October 15, 2025

G:\New Business\Public Sector\City of Ocala\2025\AP\2025-01_Ocala Vision 2050.docx

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: VISION 2050
CLIENT: CITY OF OCALA
KHA PM: ALI PALMER
BASIS FOR ESTIMATE: COUNCIL-APPROVED HOURLY RATES

		DIRECT LABOR (MAN-HOURS)								
		Analyst	Designer	Professional	Senior Professional	Project Manager	Principal	LABOR HOURS	SUB ($)	LABOR TOTAL
NO.	DESCRIPTION	$128.00	$154.00	$179.00	$221.00	$258.00	$325.00			
1.0	CLIENT WORKSHOP	18	16			12		46.0		$ 7,864.00
2.0	VISION 2050 REVISION	70			8	20		98.0		$ 15,888.00
2.A	2 MINOR REVISIONS	41	19			10		70.0		$ 10,754.00
2.B.1	MAPS		50			2		52.0		$ 8,216.00
2.B.2	GRAPHICS		30		8	2		40.0		$ 6,904.00
2.C	FINAL DELIVERABLE	11						11.0		$ 1,408.00
								SUB TOTAL:	**$ -**	**$ 51,034.00**
								GRAND TOTAL:	**$**	**51,034.00**

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Certificate Of Completion

Envelope Id: 64DC5445-AAF2-4BCD-9233-D137C9EDC632
Status: Completed
Subject: SIGNATURE: TWO #26-01 - Vision 2050 - Kimley-Horn & Associates (GRM/230625)
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/20/2025 2:22:43 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Daphne Robinson drobinson@ocalafl.org Contracting Officer Security Level: Email, Account Authentication (None)	DS DR Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 2:25:44 PM Viewed: 10/23/2025 9:23:16 AM Signed: 10/23/2025 9:23:30 AM
Electronic Record and Signature Disclosure: Accepted: 10/23/2025 9:23:16 AM ID: b40fecfb-9ed8-45db-babb-978f49f247f7		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 9:23:36 AM Viewed: 10/23/2025 10:50:35 AM Signed: 10/23/2025 10:50:44 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/20/2025 2:25:44 PM
Certified Delivered	Security Checked	10/23/2025 10:50:35 AM
Signing Complete	Security Checked	10/23/2025 10:50:44 AM
Completed	Security Checked	10/23/2025 10:50:44 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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CONTRACT# ITS/250995

PLURALSIGHT

SALES ORDER

Quote : Q-561369
Expires : 9/5/2025
Prepared By : Tom Johnson

Sold To	**Bill To**
City of Ocala	Christopher Ramos
110 SE Watula Ave	110 SE Watula Ave
Ocala, FL 34471	Ocala, FL 34471
United States	United States

One-time

Product Name	Quantity	List Price	Net Price	Total Price
SSO	1	USD 0.00	USD 0.00	USD 0.00
			One-time TOTAL:	USD 0.00

Product Name	Service Period	Quantity	List Price	Net Price	Total Price
Everything	9/1/25 - 8/31/26	15	USD 565.00	USD 508.50	USD 7,627.50
				TOTAL:	USD 7,627.50

Grand Total : USD 7,627.50

The Total Price set forth above is exclusive of applicable taxes. Pluralsight will include a separate charge for applicable taxes on the invoice issued to Customer.

This Sales Order is valid and binding on the parties when executed by both parties, and is subject to the additional terms referenced in Addendum A, attached below.

The parties' authorized signatories have executed this Sales Order effective as of Customer's date of signature below.

Customer Signature:	DocuSigned by: Christopher Watt 8C80B9F07388433...	**Pluralsight Signature:**	
Name:	Christopher Watt	**Name:**	Jon Diaz
Title:	Chief of Staff	**Title:**	Assistant General Counsel, Contracts
Date:	10/27/2025	**Date:**	8/6/2025

Invoicing Terms

Payment Terms:	Net 30
Billing Frequency:	Annual
Purchase Order Required:	
Purchase Order #:	
Billed via Customer Portal:	
Invoice Delivery Email:	cramos@ocalafl.gov
Initial here to confirm invoicing terms:	

Docusign Envelope ID: 49E41849-2951-4142-95C0-7A380B896727

Addendum A

Product Descriptions

The Everything package includes access to the Core Tech course library and all our domain-focused learning content, which includes the powerful cloud content and hands-on experiences from A Cloud Guru. The package includes video courses and hands-on learning labs across software development, IT ops, business and product management, cloud, security, AI and data.

The package also includes hands-on labs, paths, channels, course discussions, exercise files, mobile and TV apps, offline viewing, course completion certificates, learning checks, certification upload, Skill IQ, Role IQ, certification practice exams, cloud servers, instant terminal, cloud sandboxes, AI sandboxes, custom cloud sandboxes, customer support, license management, team management, role customization, priorities, advanced role analytics, advanced skills analytics, advanced channel analytics, trend analytics, and usage analytics.

Single Sign-On (SSO). This service establishes an integration between the Customer and Pluralsight, enabling Users to login to the Pluralsight Skills and/or Cloud Platform without the need for specific Pluralsight credentials. Pluralsight supports Single Sign-On (SSO) using SAML 2.0. It is the Customer's responsibility to handle the Identity Provider (IdP) aspect of this connection. The SAML specification is universally followed, supporting both Service Provider (SP) and IdP initiated linking as well as deep linking. Additionally, the Customer has the option to choose self-provisioning, which doesn't rely on SAML JIT functionality. The Customer may also request Pluralsight to configure criteria for user issuance and automate team and plan mapping. However, it is understood that any attributes provided through the SSO configuration are the sole responsibility of the Customer. Therefore, Pluralsight disclaims any liability associated with the alignment of these attributes.

SSO Service includes integration for one (1) IdP and includes any certification updates to facilitate Customer's use of Pluralsight during the Initial Term. Pluralsight will offer Customer support for Customer's configured SSO integration for the Initial Term of the underlying subscription Plan. In the event Customer desires; a) changes to the configured SSO integration after the Initial Term, or b) configuration(s) of additional integrations, Customer must purchase additional integration Services.

Terms & Conditions

This Sales Order is governed by the Pluralsight Terms of Use located at https://www.pluralsight.com/terms, unless Pluralsight and Customer have entered into, or subsequently enter into, a separate Master Services Agreement (MSA) or other master agreement, in which case such separate agreement will govern and entirely supersede the Terms of Use. Pluralsight objects to and rejects all additions, exceptions, or changes to the Terms of Use (or separate master agreement, if applicable), whether contained in any purchase order, RFP, RFQ, or other form received from Customer or elsewhere. The inclusion of a purchase order, RFP, RFQ, or other Customer number on this Sales Order or a Pluralsight invoice is for reference purposes only and is not an acceptance by Pluralsight of any terms or conditions contained therein or elsewhere. Fees paid or payable under this Sales Order are non-refundable and non-cancelable. The Customer's authorized signatory has executed this Sales Order as of the date listed above.

Docusign Envelope ID: 49E41849-2951-4142-95C0-7A380B896727

Special Terms

No Automatic Renewal. Not withstanding anything to the contrary in the underlying Agreement, the parties agree that the subscriptions granted here under will not be automatically renewed, but will expire upon the completion of the Service Period set forth above.

Indemnification by Customer. Customer shall not be required to indemnify Pluralsight except in accordance with federal statute that expressly permits such indemnification.

Governing Law. These Enterprise Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Florida, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state and local courts in the State of Florida in connection with any action arising out of or in connection with these Enterprise Terms.

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.

City Attorney

Certificate Of Completion

Envelope Id: 49E41849-2951-4142-95C0-7A380B896727
Status: Completed
Subject: SIGNATURE - Pluralsight Quote with Terms and Conditions (ITS/250995)
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/17/2025 1:42:59 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 8:08:27 AM Viewed: 10/23/2025 8:56:27 AM Signed: 10/23/2025 8:57:11 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Christopher Watt cwatt@ocalafl.org Chief of Staff Security Level: Email, Account Authentication (None)	DocuSigned by: Christopher Watt 8C80B9F07388433... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:57:12 AM Viewed: 10/27/2025 6:58:34 AM Signed: 10/27/2025 6:59:12 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
City Attorney's Office cityattorney@ocalafl.gov City of Ocala Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/27/2025 6:59:13 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Christopher Ramos cramos@ocalafl.gov Director of Information Technology City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/27/2025 6:59:14 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 1:47:22 PM
Envelope Updated	Security Checked	10/20/2025 8:08:26 AM
Envelope Updated	Security Checked	10/20/2025 8:08:26 AM
Envelope Updated	Security Checked	10/20/2025 8:08:26 AM
Envelope Updated	Security Checked	10/20/2025 8:08:26 AM
Envelope Updated	Security Checked	10/20/2025 8:08:26 AM
Certified Delivered	Security Checked	10/27/2025 6:58:34 AM
Signing Complete	Security Checked	10/27/2025 6:59:12 AM
Completed	Security Checked	10/27/2025 6:59:14 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Getting paper copies

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Withdrawing your consent

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
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CONTRACT# FAC/251029

THIS AGREEMENT PROVIDES FOR RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS.

COMMERCIAL DRYWOOD TERMITE RETREAT AGREEMENT

(Does Not Cover Native Subterranean or Formosan Termites)

Comprehensive/Conventional Treatment (DC)

1. **ORKIN LIMITED RENEWABLE DRYWOOD TERMITE RETREAT SERVICE ("Service")**
   - **A.** Orkin shall treat Customer's structure for Drywood termites using the treatment specified in the Treatment Report for:
     ☐ **prevention** ☐ **presumptive evidence** ☑ **control of Drywood Termites**
     This treatment does not include fumigation. Orkin does not guarantee that termites will never return to the treated structure ("Treated Premises"). If termites do return as indicated by evidence of a live Drywood termite infestation, Orkin will retreat that area. This Service does not provide for the repair of any damage to the structure or its contents caused by Drywood termites.
   - **B.** **This service shall expire one (1) year from the date of initial treatment; however, it may be renewed annually by payment of the renewal fee as set forth in Paragraph 3. Following the first year of service, either party may terminate the Service at the end of a service year by giving written notice at or before the end of a service year.**
   - **C.** Customer is required to make the Treated Premises accessible to Orkin for any inspections and treatments as Orkin deems necessary. This may include removing floor coverings, wall coverings and fixtures, for which the responsibility and costs rest exclusively with the Customer. If the Customer fails to comply with these obligations, Orkin may, at its option, terminate the Agreement.
   - **D.** **The Customer agrees to be solely responsible for maintaining the Treated Premises free from any conditions conducive to termite infestation ("Conditions Conducive," see paragraph 9 for explanation).** If any Condition Conducive exist but is not visible at the time of the execution of this Agreement, then Orkin shall not be responsible for treating or retreating areas of the Premises where termite activity resulted from such Condition Conducive. The Customer agrees to be solely responsible for identifying and correcting Conditions Conducive. This responsibility rests exclusively with the Customer, not with Orkin. The existence of any Condition Conducive shall relieve Orkin of responsibility for treating or retreating areas of the Premises where termite activity resulted from the Condition Conducive. In addition, the existence of a Condition Conducive that was not timely corrected will permit Orkin, at its sole discretion, to terminate the Agreement or to require Customer to purchase any additional treatment required.
   - **E.** Prior to making any structural modification or alteration (to include installation of spray foam insulation) or disturbing the soil in, adjacent to or under the Treated Premises, Customer must notify Orkin in writing and purchase any additional treatment required by the changes. The failure of Orkin to notice any such change does not release Customer from this obligation. If Customer fails to do so, Orkin will not be responsible for damages occurring after the modification, alteration or disturbance, and, at its option, Orkin may terminate the Agreement.
   - **F.** **Orkin is performing a service and expressly disclaims any guarantee of any kind, whether expressed or implied, for any injury or damage related to the service performed. Customer expressly releases Orkin from any claim for termite damage or repair.**
2. **OTHER INFESTATIONS:** Customer waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Formosan Termites, Native Subterranean Termites, Wood-boring Beetles or any other Wood Destroying Insects.
3. **RENEWAL:** To maintain the Service, Customer shall timely pay an annual renewal fee. The annual renewal will be $ **395**. Thereafter, Orkin shall have the right to increase the annual renewal fee by an amount not to exceed the consumer price index or by an amount not to exceed ten percent (10%), whichever is greater. If Orkin does not increase the Annual Renewal Payment in any one or more years, at any subsequent increase Orkin may cumulatively include any amount it would have been permitted to increase in that prior year or period of years.
4. **REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or once a year, if requested by Customer. An annual inspection will be made by Orkin if required by applicable State law or regulations. Any reinspection is separate from and independent of Customer's obligation to pay the annual renewal
5. **MEDIATION/ARBITRATION:** ***Any controversy or claim arising out of or relating to this agreement, or the services performed by Orkin under this agreement or any other agreement, regardless of whether the controversy or claim arose before or after the execution, transfer, or acceptance of this agreement, including but not limited to any tort and statutory claims, and any claims for personal or bodily injury or damage to real or personal property, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the rules of the American Arbitration Association ("AAA") and shall be conducted by AAA. If administered under the AAA rules, a claim shall be determined under the AAA supplementary procedures for consumer related disputes in cases where such procedures are applicable. Any other controversy or claim shall be determined under the AAA commercial arbitration rules. The customer and Orkin agree that the arbitrator shall follow the substantive law, including the terms and conditions of this agreement. The arbitrator's powers to conduct any arbitration proceeding under this agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any action or legal proceeding under any other agreement or involving any other premises, and will not proceed as a class action, private attorney general action or similar representative action. Either party has the right to require a panel of three (3) arbitrators, but in the absence of the parties' agreement, the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties, except that a party may within 30 days of the original award request an arbitral appeal to an appeal tribunal, constituted in the same number and by the same process as the initial arbitrator(s). The appealing party shall be responsible for the filing fee and other arbitration fees and costs subject to award by the appeal tribunal under applicable law. The appeal tribunal shall review all questions of law and fact under a clearly erroneous standard. The award of the appeal tribunal shall be final and binding. Judgment may be entered on the award in any court having jurisdiction thereof. Customer and Orkin acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the federal arbitration act. Before having recourse to arbitration, customer and Orkin each agrees to try in good faith to settle any controversy or claim by at least four (4) hours of mediation administered under the AAA commercial mediation rules with Orkin agreeing to pay the costs of the mediation. The AAA may be contacted at the toll-free number 800.778.7879, or through the following website: http://www.adr.org.***

   Customer Initials _____
6. **LIMITATION OF LIABILITY:** Customer expressly waives any claim for economic, compensatory, or consequential damages relating to the existence of termites or termite damage, including without limitation claims for increased costs, loss of use, business interruption, diminution of value, or any "stigma" damage due to the presence of termites or termite damages. The Customer acknowledges that Orkin is performing a service and except for any damage to the structure caused by Orkin in the performance of its services, Customer waives any claim for damages, including property damage. Customer agrees that under no circumstances shall Orkin be held liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be provided. **Nothing in this Agreement shall be construed as depriving the customer of remedies available under applicable state consumer protection laws.**
7. **LIMITED ASSIGNABILITY:** This Agreement is assignable to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; b) Orkin conducts, at its discretion, an inspection of the property, the results of which must be satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays any outstanding renewal fees.
8. **CHEMICAL INFORMATION WARNING**: Customer shall notify all persons on the premises that Orkin will be applying pesticides in and around the premises, and that virtually all pesticides have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or who has a medical condition affected by pesticides, then Customer shall so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.
9. **CONDITIONS CONDUCIVE:** Conditions Conducive include, but are not limited to: roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, spray foam insulation, and settlement of the foundation; other foam insulation, stucco construction, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) in contact with the ground, mulch, or other protective ground covering; and firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering in contact with structure.
10. **ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to paragraph 5, MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of paragraph 5 shall be deemed to be deleted from this Agreement.
11. **APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.
12. **FORCE MAJEURE: (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled, if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, pandemics, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.
13. **TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.
14. **MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES IF CUSTOMER CONTACTS ORKIN IN WRITING AT THE BRANCH ADDRESS BELOW WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWAL FEES WILL RESULT IN CANCELLATION OF THIS AGREEMENT.**

CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

City Of Ocala — Customer
10/15/25 — Date
531 NE 1st Ave — Street Address (Treated Premises)
Ocala — City
Florida — State
34470 — Zip Code
(352) 844-6477 — Home Phone
(352) 844-6477 — Work Phone
County Name **Marion** Is this within the City Limits? ☐ Yes ☐ No

Billing Name (if different)
1805 NE 30th Ave — Billing Address (if different)
Ocala — City
FL — State
34470 — Zip Code

Type of structure to be treated **Brick Wood Frame Comm. Building**

1. Service Purchased:		
a. Initial Treatment Cost	$ 2,499.00	
b. Minus Adjustments	($ 0.00)	
c. Additional Renewal for 0 Years	$ 0.00	
Subtotal (sum a - b + c)		$ 2,499.00
2. Other Items:		
a. Sales Taxes	$ 0.00	
b. Other Fees	$ 0.00	
Subtotal (sum a + b)		$ 0.00
3. TOTAL: Price (sum 1 + 2)		$ 2,499.00
4. LESS: Down Payment		($)
5. Remaining Balance (3 minus 4)		$ 2,499.00

METHOD OF PAYMENT:
☐ FINANCED - See Separate Finance Agreement
☐ CASH
☐ CHECK # _____
☐ PAYMENT OPTION FORM
Unpaid Balance Must Be Financed or Due Upon Completion

Daniel Marshall — Inspector Name (PRINT)
7000057 — Employee ID # or Certification #
811 NE 16th St, STE 101 — Branch Street Address
(352) 812-9182 — Branch Telephone Number
Branch Manager's Signature
10/15/25 — Date
Ocala — City
Fl — State
34470 — Zip Code

Document signed by:
Ken Whitehead
5671F7FE38B94F4...
Customer's Signature
10/23/2025 — Date
10/15/25

AG1306POD (rev 5.23) Florida

OFFICE COPY

Customer Email: gcrews@ocalafl.gov

Please see page 2 of agreement for additional terms

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PUBLIC RECORDS. Orkin shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Orkin shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 Orkin does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Orkin or keep and maintain public records required by the public agency to perform the service. If Orkin transfers all public records to the public agency upon completion of the contract, Orkin shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Orkin keeps and maintains public records upon completion of the contract, Orkin shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF ORKIN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ORKIN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

RG

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Ryan Geerd 10/15/25
Branch Manager's Signature Date

Certificate Of Completion

Envelope Id: B3567CB1-89B4-41ED-9DE1-444F3039456B
Status: Completed
Subject: FOR SIGNATURE - Orkin Drywood Termite Treatment Agreement - Ocala Union Station (FAC/251029)
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
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Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/22/2025 10:58:34 AM Viewed: 10/23/2025 8:50:20 AM Signed: 10/23/2025 8:50:28 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:50:29 AM Viewed: 10/23/2025 11:10:19 AM Signed: 10/23/2025 11:12:08 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/22/2025 10:58:34 AM
Certified Delivered	Security Checked	10/23/2025 11:10:19 AM
Signing Complete	Security Checked	10/23/2025 11:12:08 AM
Completed	Security Checked	10/23/2025 11:12:08 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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FIRST AMENDMENT TO AGREEMENT FOR SUBSTATION WEED CONTROL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT SUBSTATION WEED CONTROL SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CHEMPRO SERVICES, INC.,** a for-profit corporation duly organized in the state of Tennessee and authorized in the state of Florida (EIN: 20-1716061) ("Contractor").

WHEREAS, on May 1, 2024, City and Contractor entered into an Agreement for Substation Weed Control Services (the "Original Agreement"), City of Ocala Contract No. ELE/240557, for a term of three years from May 6, 2024, through May 5, 2027; and

WHEREAS, City and Contractor now desire to add a location to be serviced under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **AMENDMENT TO EXHIBIT B.** The document attached to the Original Agreement as **Exhibit B – Price Proposal** is deleted in its entirety and replaced by Amended **Exhibit B – Price Proposal.**
4. **AMENDMENT TO EXHIBIT** The document attached to the Original Agreement as **Exhibit C – Substation Locations** is hereby deleted in its entirety and replaced with **Amended Exhibit C – Substation Locations.**
5. **COMPENSATION.** City shall pay Contractor a price not to exceed **TWENTY-FIVE THOUSAND, THREE HUNDRED NINETY AND NO/100 DOLLARS ($25,390)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
6. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

ChemPro Services, Inc.
Attention: Jamie Rauch
3311 Gulf Breeze Parkway
Gulf Breeze, Florida 32563
Phone: 877-221-9130
E-mail: jrauch@chemproservices.com

Docusign Envelope ID: FF93726A-B59E-4E90-A0E5-8E0A4C69A200

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
9. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this First Amendment on 10/24/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:
Janice Mitchell
55198B43858A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
By: William E. Sexton, Esq.
(Printed Name)
Title: City Attorney
(Title)

CHEMPRO SERVICES, INC.

DocuSigned by:
Jamie Rauch
956C6E38485B4AA...
By: Jamie Rauch
(Printed Name)
Title: Sales Manager
(Title)

Docusign Envelope ID: FF93726A-B59E-4E90-A0E5-8E0A4C69A200

ITEM	DESCRIPTION	EST QTY	UOM	UNIT COST	EXTENDED COST
1	Spring Application	3	YR	$5,520	$16,560
2	Fall Application	3	YR	$2,943	$8,830
			TOTAL:	**$25,390**	

Docusign Envelope ID: FF93726A-B59E-4E90-A0E5-8E0A4C69A200

SUBSTATION	ADDRESS	SQUARE FOOTAGE
AIRPORT	509 SW 49 AVE, 34474	53,312
BASELINE	950 NE 58 AVE, 34470	25,821
DEARMIN	2779 SE 36 AVE, 34471	104,409
DIXIE	3150 SE 1 AVE, 34471	21,384
ENZIAN	2300 NE 24 ST 34470	25,024
ERGLE	4255 NE 38 TR, 34470	109,416
MARICAMP	3116 SE MCMP, 34471	18,814
NORTH	1827 NE 7 AVE, 34470	44,148
NUBY'S	10678 NE CR 314, 34488	17,816
OCALA PALMS	5290 N US HWY 27, 34474	50,000
PADDOCK	2546 SW 27 AVE, 34474	23,320
RICHMOND	2171 NW 17 PL, 34475	25,258
RICHMOND # 2	1858 NW 31 ST, 34475	4,331
SHADY RD	471 SW 27 AVE, 34474	21,216
SHADY # 2	650 SW 27 AVE, 34474	4,256
SHARPES FERRY	670 NE 36 AVE, 34470	19,656
SHAW	3650 SW 42 ST, 34474	156,168
SILVER SPRINGS	3330 NE 55 AVE, 34470	28,057
WATER PLANT	1810 NE 36 AVE, 34470	25,821
WHITE	1101 SE 1 TR, 34471	28,057
EQUIPMENT AND WAREHOUSE YARD	1805 NE 30TH AVENUE, 34470	

Certificate Of Completion

Envelope Id: FF93726A-B59E-4E90-A0E5-8E0A4C69A200
Status: Completed
Subject: SIGNATURE: Amendment 1 - Substation Weed Control Services (ELE/240557)
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/6/2025 4:26:48 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Jamie Rauch jrauch@chemproservices.com Sales Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Jamie Rauch 956C6E38485B4AA... Signature Adoption: Pre-selected Style Using IP Address: 198.28.160.202	Sent: 10/6/2025 4:28:41 PM Viewed: 10/6/2025 4:36:50 PM Signed: 10/7/2025 1:00:05 PM
Electronic Record and Signature Disclosure: Accepted: 10/6/2025 4:36:50 PM ID: b4915558-9c46-419e-b04e-f9289d0e9a45		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/7/2025 1:00:07 PM Viewed: 10/23/2025 2:52:02 PM Signed: 10/23/2025 2:53:39 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 38.34.227.194 Signed using mobile	Sent: 10/23/2025 2:53:40 PM Viewed: 10/24/2025 9:24:50 PM Signed: 10/24/2025 9:25:57 PM
Electronic Record and Signature Disclosure: Accepted: 10/24/2025 9:24:50 PM ID: ba55c1a9-16d5-4b3e-8c87-fad2b70787ae		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/24/2025 9:25:59 PM Viewed: 10/27/2025 8:34:24 AM Signed: 10/27/2025 8:34:37 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/27/2025 8:34:24 AM ID: 1be6c21b-0bad-4725-b281-44729cc7a5cf		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2025 4:28:41 PM
Certified Delivered	Security Checked	10/27/2025 8:34:24 AM
Signing Complete	Security Checked	10/27/2025 8:34:37 AM
Completed	Security Checked	10/27/2025 8:34:37 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: A959B9DE-4673-4CEE-85C1-2B737E85A761

Award #: 3X257
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Ocala Fire Rescue

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

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contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

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provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager: (please print)
Name: Pat Feagle
Title: Battalion Chief of EM
Phone: 352-572-0389
Email: Pfeagle@ocalafl.gov

Chief Official (please print)
Name: Clint Welborn
Title: Fire Chief
Phone: 352-629-8306
Email: Cwelborn@ocalafl.gov

Financial Contact: (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Alternate Point-of- Contact (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Recipient's Vendor ID (FEID/EIN): 59-60000392

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Ocala (Ocala Fire Rescue)
Address 1: 3001 NE 21 St
Address 2:
City, State, Zip: Ocala, Florida 34471

Docusign Envelope ID: A959B9DE-4673-4CEE-85C1-2B737E85A761

Award #: 3X257
CSFA: 71.092

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: 10/13/25

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Ocala Fire Rescue

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 10/10/25

Printed Name and Title: Clint Welborn, Fire Chief

*** If using a designee, sign the Chief Official Designee section below***

Recipient Chief Official Designee

DocuSigned by:
Signature: Peter Lee
5BB28E162F2E4C2...
Date: 10/21/2025

Printed Name and Title: Peter Lee City Manager

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signed by:
Signature: William E. Sexton, Esq.
4A55AB8A8ED04F3...
Date: 10/20/2025

Printed Name and Title: William E. Sexton, Esq. City Attorney

Signature: _____ Date: _____

Printed Name and Title: _____

Docusign Envelope ID: A959B9DE-4673-4CEE-85C1-2B737E85A761

Award #: 3X257
CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient: Ocala Fire Rescue **County:** Marion

1. Recipient Type (select all that apply):

   - [x] New Recipient (no funds received under this program)
   - [ ] Located in a fiscally constrained county
   - [ ] None of the above

2. How many drone pilots do you currently have on staff? 2

3. How many additional pilots are you seeking to train/certify? 2

4. How many compliant drones do you currently have in your fleet? 2

5. How many additional drones are you seeking with these funds? 2

   Based on your request, you are seeking an award amount of $ 50,000.00
   (max reimbursement of $25,000 per drone)

Provide any additional information we should consider when reviewing this request.

Ocala Fire Rescue is requesting the acquisition of two new drones to enhance our emregency response capabilities. These new assets will be integrated into our operations for every day response, special events, fire investigations/inspections, joint operations with our local law enforcement agencies and managing complex high-hazard incidents (IE: commercial structure fires, large-scale incidents, and Hazardous Materials response.) The drones are a critical tool for protecting our community and our first responders by providing essential information before they are placed in harm's way. The two drones we currently possess-generously donated by Florida Highway Patrol-are rapidly becoming unusable as the manufacturer has discontinued the model. In the short time we've had them, they have proven invaluable.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: Clint Welborn Digitally signed by Clint Welborn Date: 2025.10.10 09:07:11 -04'00' **Date:** 10/10/25

Name/Title: Clint Welborn/Fire Chief

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase 2 drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of: $ 50,000.00

Authorized Official

Date 10/13/25

Docusign Envelope ID: A959B9DE-4673-4CEE-85C1-2B737E85A761

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

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Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

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Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

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be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

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Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

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Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

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Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

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submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Certificate Of Completion

Envelope Id: A959B9DE-4673-4CEE-85C1-2B737E85A761
Status: Completed
Subject: SIGNATURE - FDLE Drone Replacement Financial Assistance Agreement (OFR/260081)
Source Envelope:
Document Pages: 13
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

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Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 2:13:18 PM Viewed: 10/20/2025 3:18:14 PM Signed: 10/20/2025 3:24:03 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 2a09:bac2:8dae:10f::1b:279 Signed using mobile	Sent: 10/20/2025 3:24:05 PM Viewed: 10/21/2025 7:03:39 AM Signed: 10/21/2025 7:03:59 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 2:13:18 PM
Certified Delivered	Security Checked	10/21/2025 7:03:39 AM
Signing Complete	Security Checked	10/21/2025 7:03:59 AM
Completed	Security Checked	10/21/2025 7:03:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 461F87E6-E130-4534-9070-8349D7BEE60B

THIRD AMENDMENT TO AGREEMENT FOR SALE OF SCRAP METAL – CITYWIDE

THIS THIRD AMENDMENT TO AGREEMENT FOR SALE OF SCRAP METAL – CITYWIDE ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **TRADEMARK METALS RECYCLING, LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 59-348760) ("Vendor" or "Receiver").

WHEREAS, on November 3, 2021, City and Vendor entered into an Agreement for Sale of Scrap Metal – Citywide (the "Original Agreement"), City of Ocala Contract Number: COO/210916 for a term of three (3) years, from October 1, 2021, through September 30, 2024; and

WHEREAS, on August 16, 2022, City and Vendor entered into a First Amendment to Agreement for Sale of Scrap Metal – Citywide (the "First Amendment") to modify the compensation terms from the Original Agreement and update the pricing for Iron and Steel; and

WHEREAS, on August 20, 2025, City and Vendor entered into a Second Amendment to Agreement for Sale of Scrap Metal – Citywide (the "Second Amendment") to renew the Original Agreement, as amended, for an additional one-year term from October 1, 2024 to September 30, 2025; and

WHEREAS, City and Vendor now desire to renew to the Original Agreement for an additional one (1) year term.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains inf full force and effect, except for those terms and conditions expressly amended by this Third Amendment.

   RENEWAL TERM. The Original Agreement is hereby renewed for an additional (1) one-year term beginning on **OCTOBER 1, 2025,** and terminating **SEPTEMBER 30, 2026**.

3. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Trademark Metals Recycling, LLC Attention: Clint Rice 2402 NW 6th Street Ocala, Florida 34475 Phone: 352-351-3383 E-mail: clint.rice@tmrecycling.com and legaldepartment@djj.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer

City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

4. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

5. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

6. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 10/23/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A5BAB8A8ED04F6...
William E. Sexton, Esq.
City Attorney

TRADEMARK METALS RECYCLING, LLC

DocuSigned by:
3E2716BD514649D...

By: Clint Rice
(Printed Name)

Title: VP Commercial
(Title)

Certificate Of Completion

Envelope Id: 461F87E6-E130-4534-9070-8349D7BEE60B
Status: Completed
Subject: SIGNATURE - Amendment 3 - Renewal - Citywide Scrap Metal (COO/210916)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/7/2025 1:34:09 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Clint Rice clint.rice@tmrecycling.com VP Commercial Security Level: Email, Account Authentication (None)	DocuSigned by: 3E2716BD514649D... Signature Adoption: Drawn on Device Using IP Address: 47.206.184.152	Sent: 10/7/2025 1:38:04 PM Viewed: 10/14/2025 2:02:23 PM Signed: 10/14/2025 2:02:47 PM
Electronic Record and Signature Disclosure: Accepted: 10/14/2025 2:02:23 PM ID: 844172c5-8f55-4682-ba97-c896b224f157		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/14/2025 2:02:48 PM Viewed: 10/23/2025 9:12:27 AM Signed: 10/23/2025 9:13:07 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 9:13:08 AM Viewed: 10/23/2025 10:49:29 AM Signed: 10/23/2025 10:49:35 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 10:49:36 AM Viewed: 10/23/2025 11:25:53 AM Signed: 10/23/2025 11:26:08 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/23/2025 11:25:52 AM ID: a0a9d371-d5e6-4ae7-993d-5d2c23d9932f		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Legal Department legaldepartment@djj.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/23/2025 11:26:10 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2025 1:38:04 PM
Certified Delivered	Security Checked	10/23/2025 11:25:53 AM
Signing Complete	Security Checked	10/23/2025 11:26:08 AM
Completed	Security Checked	10/23/2025 11:26:10 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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Docusign Envelope ID: DDC465F1-DAC3-408E-BB1B-ADC55C7F2825

Q-375702 - USD 5,250.00

MAGNET FORENSICS

Quotation

C-260122

Address:
Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195

Quote #: Q-375702-2
Issue Date: 9 Oct, 2025
Expires On: 26 Dec, 2025

Bill To
Jon Guthrie
Ocala Police Department
402 S Pine Ave
Ocala, Florida 34471
United States
13523697001
jguthrie@ocalapd.gov

Ship To
Jon Guthrie
Ocala Police Department
402 S Pine Ave
Ocala, Florida 34471
United States
13523697001
jguthrie@ocalapd.gov

End User
Savannah Moore
Ocala Police Department
402 S Pine Ave
Ocala Florida 34471
United States
3523697141
smoore@ocalapd.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Danielle Moore	(470) 610-6262	danielle.moore@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
WTS60	Witness Term License	27 Dec, 2025 to 26 Dec, 2026	USD 5,250.00	1	USD 5,250.00

Witness renewal dongle W20231020000204

Sub-Total	USD 5,250.00
Taxes	USD 0.00
Grand Total	**USD 5,250.00**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at http://magnetforensics.com/legal/ applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Docusign Envelope ID: DDC465F1-DAC3-408E-BB1B-ADC55C7F2825

Q-375702 - USD 5,250.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

DocuSigned by:

Signature: Peter Lee
5BB28E162F2E4C2...

Date: ____/____/____ 10/31/2025

Name (Print): Peter Lee

Title: City Manager

Please sign and email to Danielle Moore at danielle.moore@magnetforensics.com

Approved as to form and legality: Signed by: William E. Sexton, Esq.
4A55AB8A8ED04F3...

Certificate Of Completion

Envelope Id: DDC465F1-DAC3-408E-BB1B-ADC55C7F2825
Status: Completed
Subject: SIGNATURE - 2025-26 Magnet Forensics Witness Term License (OPD/260122)
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/28/2025 4:33:54 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/28/2025 4:38:03 PM Viewed: 10/30/2025 11:57:50 AM Signed: 10/31/2025 10:29:57 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 2a02:26f7:f6c1:a01b:0:2000:0:c Signed using mobile	Sent: 10/31/2025 10:29:58 AM Viewed: 10/31/2025 1:46:29 PM Signed: 10/31/2025 1:48:57 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2025 4:38:03 PM
Certified Delivered	Security Checked	10/31/2025 1:46:29 PM
Signing Complete	Security Checked	10/31/2025 1:48:57 PM
Completed	Security Checked	10/31/2025 1:48:57 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Docusign Envelope ID: 019A0C86-2D25-4BB2-9CF8-CE88E6BA0E46

Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

C-250975

Quote

Quote#: Q-436453-1
Date: Jan 10, 2025

Billing Information
Ocala Police Department
402 S. Pine Ave
Ocala, Florida 34471
United States

Contact: Karen Patterson
Phone: 3523697036

Delivery Information
Marion County Sheriff
700 NW 30th Ave. Unit 200
Ocala, FL 34475
United States

Contact:
Phone:

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer: Ocala Police Department

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00034921	Nov 13, 2025	Net 45	USD	Josh Sudbeck

#	Product Code	Product Name	Qty	Start Date	End Date	Net Price/Unit	Net Price
1	S-UFD-17-039	Guardian Pro User Subscription	2	Nov 14, 2025	Nov 13, 2026	11,500.00	23,000.00

SubTotal	USD 23,000.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 23,000.00

Comments:

Docusign Envelope ID: 019A0C86-2D25-4BB2-9CF8-CE88E6BA0E46

Terms and Conditions:
- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)
- General: The following terms shall apply to any product at http://legal.cellebrite.com/us/index.html
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at https://legal.cellebrite.com/CB-us-us/index.html
- Premium and Inseyets Unlocks: The following terms shall apply only to Cellebrite Premium and Inseyets Unlocks at http://legal.cellebrite.com/intl/PremiumUS.htm
- Pathfinder: The following terms apply to Cellebrite Pathfinder at https://legal.cellebrite.com/PF-Addendum.htm
- Training Services: The following terms apply to Cellebrite Training Services at http://legal.cellebrite.com/intl/Training.htm
- SaaS: The following terms apply to Cellebrite SaaS Services at https://legal.cellebrite.com/SaaS.htm
- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at https://legal.cellebrite.com/Endpoint-SAAS.html

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Ocala Police Department

Signature: DocuSigned by: Peter Lee 5BB28E162F2E4C2... **Effective Date:** ____/____/____

Name (Print): Peter Lee **Title:** City Manager

Please sign and email to **Alexandria Keller** at **alexandria.keller@cellebrite.com**

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

Certificate Of Completion

Envelope Id: 019A0C86-2D25-4BB2-9CF8-CE88E6BA0E46
Status: Completed
Subject: SIGNATURE - 2025-26 Renewal of Cellebrite Guardian (OPD/250975)
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/17/2025 2:46:19 PM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 2:47:42 PM Viewed: 10/23/2025 8:57:54 AM Signed: 10/23/2025 8:59:34 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:59:35 AM Viewed: 10/23/2025 10:48:55 AM Signed: 10/23/2025 10:49:09 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 2:47:42 PM
Certified Delivered	Security Checked	10/23/2025 10:48:55 AM
Signing Complete	Security Checked	10/23/2025 10:49:09 AM
Completed	Security Checked	10/23/2025 10:49:09 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 4DA4D514-999F-4C76-95E5-F1451066E7A8

Unified Power

Christian Ngoie
Phone: (877) 469-4846
christian.ngoie@unifiedpowerusa.com
www.unifiedpowerusa.com

Keeping You in Power

Ocala Police Department
Ocala Police Department 2025 - 2026 UPS & Battery Preventive Maintenance Renewal
Proposal #: 186538 - Rev: 1
Date: 07/12/2025

Docusign Envelope ID: 4DA4D514-999F-4C76-95E5-F1451066E7A8

Christian Ngoie
(877) 469-4846
christian.ngoie@unifiedpowerusa.com

Ocala Police Department 2025 - 2026 UPS & Battery Preventive Maintenance Renewal

Invoice To:	End User:
Ocala Police Department 402 S. Pine Avenue Ocala FL 34471	Ocala Police Department

800MHz - Tower Site, Ocala Police Department & 800MHz, 2020 S.W. 8th PL., Ocala, FL 34478, US

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 1	Toshiba	030600320	48	FS/P/24hr	1 Major 5x8 / 1 Minor 5x8	$1,729.00
UPS 1 BAT 1	MK Battery		24	PM/24hr	Semi Annual VRLA 5x8	-
UPS 1 BAT 2	MK Battery		24	PM/24hr	Semi Annual VRLA 5x8	-
Site Total:						$1,729.00

800MHz, Ocala Police Department & 800MHz, 402 S Pine Ave, Ocala, FL 34471, US

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 1 BAT 3	MK Battery		10	PM/24hr	Semi Annual VRLA 5x8	-
UPS 1 BAT 2	MK Battery		10	PM/24hr	Semi Annual VRLA 5x8	-
UPS 1 BAT 1	MK Battery		10	PM/24hr	Semi Annual VRLA 5x8	-
UPS 1	Eaton Powerware	BJ411T0005	30	FS/P/24hr	1 Major 5x8 / 1 Minor 5x8	$2,975.00
Site Total:						$2,975.00

Coverage Legend

Coverage	Description
FS/P/24hr	Full Service, Parts & Labor for the UPS, 24hr Emergency Response Time 7x24
PM/24hr	Preventive Maintenance Only, 24hr Emergency Response Time 7x24, Repairs Billable

Summary

800MHz - Tower Site, Ocala Police Department & 800MHz, 2020 S.W. 8th PL., Ocala, FL 34478, US	$1,729.00

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christian.ngoie@unifiedpowerusa.com

Summary	
800MHz, Ocala Police Department & 800MHz, 402 S Pine Ave, Ocala, FL 34471, US	$2,975.00
Tax	$0.00
Total	$4,704.00

Docusign Envelope ID: 4DA4D514-999F-4C76-95E5-F1451066E7A8

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christian.ngoie@unifiedpowerusa.com

Annual Agreement and Terms			
Contract Start	**Contract End**	**Payment Term**	**Billing Cycle**
10/11/2025	10/10/2026	Net 30 Days	1 Year Annual Billing in Advance
Proposal expires 30 days after the contract start date			

Multi-Year Service Contract Pricing Options

In order to save on an annual service contract that would typically include a 3-5% annual price escalation, and also to reduce the risk of parts price increases on full service contracts, a 3-year fixed price multi-year service contract option is available.

Pricing for each year would be as follows:

Year 1: $4,704.00
Year 2: $4,704.00
Year 3: $4,704.00

To lock in the fixed price for 3 years, one of the following is required:

1. Initial below to select this option and sign the proposal at the bottom
2. Initial below to select this option and provide a purchase order for the full 3 year term
3. Initial below to select this option and provide a Master Service Agreement addendum or schedule for the full 3 year term

Additional discounts are available if a multi-year contract is paid in full in advance. Please contact your Sales Rep for more information on this option.

(____) Initial here if you would like to purchase the Multi-Year option

Unified Power's Terms & Conditions will apply to orders based on this proposal.
https://unifiedpowerusa.com/terms-and-conditions

Unified Power's Standard Terms are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power

Signature: DocuSigned by: 81E05B06092B470...

Date: 10/13/2025

Printed Name: Robert Parrish

Title: VP, Sales - UPS

City of Ocala, by and through Ocala Police Department

Signature: DocuSigned by: Peter Lee 5BB28E162F2E4C2...

Date: 10/24/2025

Printed Name: Peter Lee

Title: City Manager

Docusign Envelope ID: 4DA4D514-999F-4C76-95E5-F1451066E7A8

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christian.ngoie@unifiedpowerusa.com

Service Agreement

Unified Power will provide Preventive (PM), Emergency, or Corrective services in accordance with the following coverage descriptions, as further defined in Unified Power's related proposal for services (Proposal) and the attached detailed Scopes of Work. Agreements which include equipment encompassing all described types of coverage are Full Service (FS) Agreements. Emergency and Corrective services are available under PM Agreements at Time and Material (T&M) rates attached. This Service Agreement is made and entered into by Unified Power and Customer expressly subject to Unified Power's General Terms and Conditions located at https://unifiedpowerusa.com/terms-and-conditions

A. **SCHEDULED MAINTENANCE:**

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the contracted period:
    a. Minor PM inspection(s) will be scheduled at the convenience of Unified Power.
    b. Major PM inspection will be scheduled at the convenience of the Customer.
2. Unified Power will make a maximum of (3) attempts to schedule the PM inspections. Failure by client to respond or allow access to client's facilities may result in cancellation of the PM inspections.
    a. Should the PM applicable to equipment under FS coverage not be scheduled within the Agreement term due to Customer delay, such PM will be forfeited, no prorated PM value will be refunded.
    b. Should the PM be cancelled or delayed by the customer less than 72 hours prior to the confirmed scheduled time, the customer may be charged four (4) hours minimum based on current Time and Material Rates or cancel the PM inspection.
    c. Unified Power reserves the right to schedule PM inspections with advanced notice of at least one hour, unless otherwise stipulated in the Agreement.
3. Unified Power may, at its discretion, provide necessary PM inspections during emergency service visits.

B. **EMERGENCY SERVICE** (Included under FS Agreements, available under PM Agreements on a T&M basis):

1. Emergency Service is defined as the service required to restore the covered equipment to an operational status following an unexpected interruption in service.
2. Response Time is defined, for purposes of this agreement, as the time from receipt of an emergency call by Unified Power to the arrival of a technician on site at the equipment location.
3. Unified Power will provide Emergency service according to the response time specified in the Proposal.

C. **UPS CORRECTIVE SERVICE** (Included in FS Agreements, available in PM Agreements on a (T&M) basis):

1. Corrective Service (If covered under FS Agreement):
    a. Equipment that has not been serviced by Unified Power within 90 days prior the start date of the Agreement is subject to evaluation and certification to decide if it is in acceptable working condition prior to acceptance of this agreement. Evaluation will be performed at the time of initial preventive maintenance visit.
    b. Non-mandatory field modifications and previously released field modifications are considered pre-existing conditions.
    c. Evaluation and certification must occur within 30 days of the Agreement start date. As determined by results, any remedial action needed to bring equipment into compliance with manufacturer's specifications will be at Customer's expense.
    d. Unit must be placed in bypass during completion of evaluation and certification for major PM service. Failure of customer to allow will result in the coverage downgraded to PM only. Corrective action will be billed per Time and Material Rates.
    e. Should Customer decline to approve such remedial action, the Agreement will be voided, and any payments already received by Unified Power will be refunded, less any charges for services performed.
    f. Unified Power will provide Corrective service for problems not immediately impacting system reliability on a 0700 to 1800 hours Monday through Friday basis.
2. Parts Usage (If covered under FS Agreement):
    a. Parts used in repair of equipment specified in the Agreement are included; replacement coverage is limited to the annual value of the Service Agreement. Parts used to total a value in excess of the annual agreement value will be supplied upon client approval and invoiced.

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i. Exceptions: Power Modules, Batteries, major magnetics, external breakers, full AC or DC capacitor banks.
ii. All parts replaced under this Agreement will become property of Unified Power.

b. Customer parts used under this Agreement will be replaced.

i. Exceptions: Batteries, major magnetics, external breakers, full AC or DC capacitor banks.

D. **BATTERY, GENERATOR, & ELECTRICAL SERVICES:**

1. Should battery and or generator maintenance be provided by Unified Power within this Agreement, services will be performed in accordance with general manufacturer's recommendations and standard industry practice as outlined in the attached Scopes of Work as applicable
2. Scheduled Maintenance terms apply, See Section A.
3. Corrective, Installation & project services will be proposed separately and billed per project or T&M rates.

E. **LOCATION AND ACCESS:**

1. The maintenance of equipment is limited to the location specified in the Agreement.
2. The customer will provide adequate working space and facilities for use by Unified Power and proper storage of parts
3. Customer will allow Unified Power ready access to site and equipment, subject to Customer's reasonable internal security and safety rules
4. Delays & cancelations caused by Customer are billable.

F. **SAFETY REPRESENTATIVE:**

1. Customer agrees to provide a safety representative who will be available at the equipment location whenever Unified Power is performing services under this Agreement. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

G. **CUSTOMER RESPONSIBILITIES** (applicable to equipment under FS coverage only):

1. Customer shall provide the following:

a. Inspection and replacement of air filters on a routine basis
b. All applicable equipment areas kept clean and free of loose debris
c. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit
d. Humidity control in all applicable equipment areas
e. Covered equipment areas maintained free of corrosive elements

H. **TERM and TERMINATION:**

DS

1. Service under this Agreement will begin on the effective date of this Agreement ~~and shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time. Customer will be provided written notice of renewal approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event the Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to expiration.~~
2. Notwithstanding the foregoing, Unified Power may terminate this Agreement at any time upon thirty (30) days written notice. In the event of early termination of FS coverage, the prorated portion will be returned.

I. **EXCEPTIONS & EXCLUSIONS:**

1. If covered equipment is no longer supported by the original equipment manufacturer, has reached end of life, or the model has been replaced, the repair labor and parts required to repair failed equipment will be provided on a “best-effort” basis. Should parts be unavailable for equipment under FS coverage, the Agreement will be reduced to PM Only and pro rata value for the balance of the contract term will be refunded.
2. In the event covered equipment fails and is deemed “beyond repair,” Unified Power will refund the unused portion of the corrective maintenance term associated with the failed unit.

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3. Equipment modification or any additional services or testing beyond the scope described herein and attached and testing of equipment modifications made by the Customer are excluded.
4. Field modifications issued by a manufacturer during the term of the Agreement are not covered under Corrective Service unless they pose safety concerns and are subject to the availability of OEM services to Unified Power
5. Reset of alerts, timers or adjustments protected by proprietary software are excluded.
6. Labor will be charged to Customer at the current Time & Material rates for the repair or service of the equipment under FS coverage, in the event any of the following conditions occur during the term of the Agreement:

   a. Persons other than Unified Power attempt to repair or maintain the equipment covered by this Agreement.
   b. Damage to the equipment covered by this Agreement results from acts of God or all external causes including, but not limited to, all insurable risks.
   c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness.
   d. Unified Power is required by the Customer to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be the Customer's sole responsibility.
   e. Failure of or damage to equipment covered by this Agreement resulting from failure of Customer to order quoted replacement of parts excluded from FS coverage.
   f. Repairs or adjustments requiring manufacturer's proprietary software not available to Unified Power. Unified Power will facilitate such services between Customer any applicable manufacturer as necessary.

Additional City of Ocala Provisions:

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

DS

PUBLIC RECORDS. Unified Power shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Unified Power shall:

A. Keep and maintain public records required by the public agency to perform the service.
B. Upon request from the public agency's custodian of public records, provide the public agency 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.
C. 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 Unified Power does not transfer the records to the public agency.
D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Unified Power or keep and maintain public records required by the public agency to perform the service. If Unified Power transfers all public records to the public agency upon completion of the contract, Unified Power shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Unified Power keeps and maintains public records upon completion of the contract, Unified Power shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF UNIFIED POWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UNIFIED POWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

Approved as to form and legality: Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

Docusign Envelope ID: 4DA4D514-999F-4C76-95E5-F1451066E7A8

Christian Ngoie
(877) 469-4846
christian.ngoie@unifiedpowerusa.com

Critical Power Service

Attachment U100

Unified Powers Critical Power Service (CPS) includes the following:

Repair of the Electronics or power module portion of the UPS System. These Services shall be performed during the contracted period of maintenance (CPM) at no extra charge to the client. Unless otherwise specifically stated on the Service Agreement or accompanying Proposal, Unified Power (Contractor) shall respond to an emergency at the clients site the next business day after Contractor acknowledges clients request.

Emergency Service Repair includes labor, parts and expenses required to repair clients system. Should the client possess a spare parts kit, the Contractor may use those spare parts during the repair of the system and shall replace the spare parts with the same or similar products.

Exclusions: Unless otherwise specifically stated in the Service Agreement or this Attachment U-100, the following parts and/or services are excluded: Full DC or AC capacitor replacements, Battery Plant replacement or parts associated directly with the battery plant, External breakers and switchgear. Repair of pre-existing conditions, damages caused by others.

CPS Preventive Maintenance is not included by this Agreement, but it is recommended. Prior to the acceptance of this Agreement and commencement of CPS a pre-site survey by Contractor is required.

Rev. 03/10/14

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Christian Ngoie
(877) 469-4846
christian.ngoie@unifiedpowerusa.com

UPS Inspection Major

Attachment U200

The following is an outline of general items reviewed and evaluated by Unified Power during a Major PM inspection of the UPS unit. All tasks listed under the UPS Inspection Minor will be performed during a major PM visit. All inspections are designed to be performed during offline operation, in the bypass mode. Certain tasks listed below may remain incomplete if they are not applicable to the model type, and/or if executing them poses a safety hazard, or if UPS cannot be bypassed or shut down. Methods of Procedure (MOPs) to be followed in conjunction with PM services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U901).

I. Visual Inspection

- A. Initial consultation to review the scope of work, assessing the feasibility of testing, and considering any potential negative impacts of Maintenance inspections on unit/facility operations.
- B. Inspect all printed circuit boards connectionsfor cleanliness, swab contacts if necessary.
- C. Inspect all power connections for signs of overheating.
- D. Inspect all subassemblies, bridges and legsfor signs of component defects or stress.
- E. Inspect all DC capacitors for signs of leakage and swelling.
- F. Inspect all AC capacitorsfor signs of leakage and swelling.
- G. Inspect and inventory all customer owned spare parts.

II. Internal Operating Parameters

- A. Inverter leg input and output current (if applicable)
- B. Output filter current average phase balance (if applicable)
- C. AC Protection settings and operation (if applicable)
- D. DC Protection settings and operation (if applicable)
- E. Input and Output Frequency settings.
- F. Verify DC filter capacitance.
- G. Verify AC tank and trap filter capacitance.

III. External Operating Parameters

- A. Record System Input Voltages(all phases)
- B. Record System Input Currents(all phases)
- C. Record DC Charging Voltage (float and equalize)
- D. Rectifier phase on and walk up
- E. Inverter phase on and walk up
- F. Adjust all panel meters to measured values
- G. System Bypass Voltages (all phases)
- H. Manual andUV Transfer Testing, verify uninterrupted transfer.
- I. Conduct a power outage simulation, closely monitoring and metering the batteries throughout the process.
- J. Generator Testing to be completed in conjunction with customer, if requested.

IV. Environmental Parameters

- A. UPS area ambient temperature and condition of ventilating equipment.
- B. General Cleanliness of UPS internals
- C. General Cleanliness of the area surrounding the UPS unit.
- D. Replace all air filters.
- E. Clean control panel/CRT screen.

V. Battery Cabinet Checks

- A. General appearance of Battery System (all types)

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B. General cleanliness of Battery System area. (all types)
C. Battery System area ambient temperature and condition of ventilating equipment.

VI. Monitoring System Parameters

A. Alarm archive review
B. Alarm lamp test - local and remote
C. Replace all open monitor bulbs
D. Download and review alarm history

VII. General

A. Customer Consultation
B. Verbal Recommendations
C. General Observations
D. Following the Major PM inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

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UPS Minor Inspection

Attachment U201

The following is an outline of general itemsreviewed and evaluated by Unified Power during a Minor PM inspection of the UPS unit. All inspections are designed to be performed during offline operation, in the bypass mode. Certain tasks listed below may remain incomplete if they are not applicable to the model type, and/or if executing them poses a safety hazard, or if UPS cannot be bypassed or shut down. Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

I. Visual Inspection

- A. Inspect visible fans for proper operation.
- B. Inspect all power connections for signs of overheating.
- C. Inspect all DC capacitors for signs of leakage, if visible.
- D. Inspect all AC capacitorsfor signs of leakage, if visible.
- E. Inspect and inventory all customer owned spare parts.

II. Environmental Parameters

- A. UPS area ambient temperature and condition of ventilating equipment.
- B. General Cleanliness of UPS internals
- C. General Cleanliness of the area surrounding the UPS unit.
- D. Replace all air filters.
- E. Clean control panel

III. Battery Checks

- A. Battery System area ambient temperature and humidity.
- B. Operating condition of ventilation and cooling equipment.
- C. General appearance of Battery System (all types)
- D. General cleanliness of Battery System area. (all types)

IV. Monitoring System Parameters

- A. Review alarm history / event queue.
- B. Record System Input Voltages, Currents, and Frequency (all phases).
- C. Record Rectifier Input Voltages, Currents, and Frequency (all phases).
- D. Record DC Charging Voltages and Current
- E. Record Inverter Output Voltages, Currents, and Frequency (all phases).
- F. Record System Output Voltages, Currents, and Frequency (all phases).
- G. Record System Bypass Voltages and Currents(all phases).
- H. Operation of control and status panel lamp tests - local and remote
- I. Operating status of remote monitor status panels

V. General

- A. Customer Consultation
- B. Verbal Recommendations
- C. General Observations
- D. **Submit Report within 5 days**

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Preferred Time and Material Rates

Attachment U901

Preferred Time and material rates apply to remedial/emergency services performed by Unified Power engineers on contracted clients. Remedial service requiring emergency response for equipment failures is available 24 hours a day, 365 days a year. Rates do not apply to scheduled services, such as special testing, battery string replacement, or other specific services which are quoted on a fixed-price basis upon request.Contracted clients receive 15% off of standard labor rates and discounts off of parts list price.

Unified Powers Standard Terms Conditions apply for services performed. Rates aresubject to change

Travel and Labor Rates*

Service Type	Regular Hours[1]	Off Hours[2]	Holiday
UPS Services	$172.00/Hour	$265.00/Hour	$370.00/Hour
DC/Electronic Services	$172.00/Hour	$265.00/Hour	$370.00/Hour
Battery Services	$140.00/Hour	$220.00/Hour	$290.00/Hour
Managed Service	As Proposed		
Expenses	Billed at Cost		
Auto Mileage	$1.25 per Mile		
Materials//Parts	Current Pricing, FOB Shipping Point		
Same Day Response	Subject to availability, May be subject to Premium Charge		
Calculation of Charges	Portal to Portal		

* Minimum of 4 hours required for the services

1 Regular Hours : Monday - Friday from 8am to 5pm.

2 Off Hours : Monday - Friday and Weekends

Effective: 08/01/19

Certificate Of Completion

Envelope Id: 4DA4D514-999F-4C76-95E5-F1451066E7A8
Status: Completed
Subject: SIGNATURE - 2025-26 UPS Maintenance Agreement (OPD/15-011)
Source Envelope:
Document Pages: 12
Signatures: 3
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/13/2025 10:43:51 AM
Holder: Patricia Lewis
plewis@ocalafl.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

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Signer Events	Signature	Timestamp
Robert Parrish robert.parrish@unifiedpowerusa.com VP, Sales - UPS Unified Power Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/13/2025 11:23:12 AM ID: 5c8c5805-5713-4528-93ab-1cdfcab3a909	DocuSigned by: 81E05B06092B470... Signature Adoption: Uploaded Signature Image Using IP Address: 72.239.225.196	Sent: 10/13/2025 11:09:53 AM Viewed: 10/13/2025 11:23:12 AM Signed: 10/13/2025 11:23:44 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/13/2025 11:23:45 AM Viewed: 10/23/2025 11:39:19 AM Signed: 10/23/2025 11:46:08 AM
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:46:09 AM Viewed: 10/24/2025 3:08:46 PM Signed: 10/24/2025 3:08:59 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/13/2025 11:09:54 AM
Certified Delivered	Security Checked	10/24/2025 3:08:46 PM
Signing Complete	Security Checked	10/24/2025 3:08:59 PM
Completed	Security Checked	10/24/2025 3:08:59 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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T-HANGAR LEASE AGREEMENT

THIS T-HANGAR LEASE AGREEMENT ("Agreement" or "Lease") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **John A Schaefer.**

WHEREAS, the City of Ocala is the owner and operator of the Ocala International Airport (the "Airport") located in Ocala, Marion County, Florida;

WHEREAS, City has T-Hangar units available for lease at the Airport;

WHEREAS, Lessee desires to lease a T-Hangar unit at Airport from City; and

WHEREAS, City is willing to lease to Lessee the T-Hangar unit identified in Section 1 below at the Airport subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Lessee agree as follows:

TERMS AND CONDITIONS:

1. **LEASED PREMISES**. City hereby leases to Lessee, and Lessee leases from City, T-Hangar Unit Number: **T-93** located at the Ocala International Airport and more particularly shown in **Exhibit A** attached hereto (the "Hangar" or "Leased Premises").

   A. City reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with the rules and regulations contained herein.

   B. City shall purchase a Hangar lock for use on Hangar doors. One key will be provided to and maintained by Lessee. The master key will be maintained by the Airport Director or authorized representative. Under no circumstances shall Lessee be permitted to replace the Hangar lock provided by City. Use of any other lock on Hangar doors shall constitute a breach of this Lease. Loss of the Hangar lock or Lessee's Hangar lock key shall result in the City's assessment of either a re-key and/or lock replacement charge in accordance with the current Airport Fee Schedule which shall become due and payable as part of Lessee's monthly rent on the next monthly rental cycle.

   C. City, through its officers, agents, servants or employees, reserves the right to enter the Leased Premises at any time to perform any and all duties or obligations which City is authorized or required to do under the terms of this Lease or to perform its governmental duties under federal, state, or local rules, regulations, and laws (including, but not limited to, inspections under applicable health, mechanical, building, electrical, plumbing, and Fire Codes) or other health, safety, and general welfare regulations. All routine inspections shall be done during normal business hours and in conformity with City's Airport policies (including those requiring two employees to be present during inspections). City shall leave a notice on the premises following inspections indicating the time and date of the inspection, who was present, and the purpose of the inspection; provided, however, no notice shall be required if: (a) the inspection was a law enforcement purpose; or (b) the City had previously mailed a notice to Lessee, at least a week prior to the inspection, advising Lessee of the week in which the inspection would occur and the purpose of the inspection.

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2. **EFFECTIVE DATE, TERM, AND TERMINATION.**

A. **Effective Date and Lease Term**. This Lease shall commence on **October 28th, 2025** shall become effective on the date fully executed by both Parties (the "Effective Date"), and shall continue in effect from month-to-month thereafter (the "Lease Term") unless and until terminated by either party as provided herein.

B. **Termination.** This Lease shall be terminable at will by either party, without cause, upon providing advance written notice to the other party no less than **THIRTY (30) DAYS'** prior to termination. Termination of this Lease shall have no effect upon the rights or responsibilities of the parties accruing prior to termination.

(1) Should Lessee be declared bankrupt, incompetent, or become deceased, this Lease shall immediately terminate and shall not be considered to be part of Lessee's estate nor shall it become an asset of any appointed or assigned guardian, trustee, or receiver.

(2) City shall have the right to terminate this Lease and retake possession of the Leased Premises should Lessee fail to make timely payment of rent, fail to provide proof of required insurance, use the Leased Premises for any illegal or unauthorized purpose, file bankruptcy, abandon or leave the Leased Premises vacant or unoccupied for **ONE HUNDRED TWENTY (120) DAYS**, or violates any of the terms and conditions of this Lease.

(3) Upon termination or expiration of this Lease, Lessee shall peaceably vacate the Leased Premises.

C. **Remedies**. If any default occurs under this Lease, City shall have the right to pursue all remedies available at law or equity, including the termination of this Lease and all rights of Lessee hereunder. Notwithstanding City's termination of the Lease, Lessee shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.

3. **CONSIDERATION.**

A. **Rent.** As rent for the use of the Leased Premises, Lessee shall pay to City monthly, in advance, the amount of **$415.36/MONTH**. Any other payments made by Lessee under this Lease shall be considered additional rent, regardless of whether the payments are so designated. The term "Rent," as referenced herein, shall include monthly rent and additional rent. City shall have the same remedies for Lessee's failure to pay additional rent as it does for Lessee's failure to pay monthly rent.

B. **Payment of Rent**. Monthly rental payments are due on or before the first (1st) day of each month without billing of Lessee by City. Unless expressly authorized by the City, rent shall be made payable to the "City of Ocala" and shall be delivered or paid in person to: **City of Ocala, c/o Ocala International Airport, 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474**. Payments made by credit card may be subject to a credit card processing fee.

C. **Late Charge**. Rent shall be considered past due if City has not received full payment by the fifteenth (15th) day of the month for which payment is due. Without limiting City's termination rights as provided by this Lease, City shall assess a late penalty charge in the amount of **TWENTY-FIVE AND NO/100 DOLLARS ($25.00)**.

D. **Adjustments to Rent**. City reserve the right to increase the amount of rent from time to time, in its sole discretion, and shall provide written notice of said increase to Lessee no less than **THIRTY (30) DAYS** prior to the effective date of the rental increase.

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4. **USE OF LEASED PREMISES.** Unless otherwise authorized by City in writing, Lessee shall use the Leased Premises and associated utilities on a non-commercial basis only for the storage, operation, and maintenance of the following Federal Aviation Administration ("FAA")-registered aircraft:

Year, Make and Model of Aircraft: 1951 Cessna 305A

N#: 413PG

A. Any change to the aircraft expressly identified in this Section shall be reported in writing to the Airport Director within **TEN (10) DAYS** thereof.

B. The Leased Premises are to be used only for the storage of aircraft and other aviation-related items owned or leased by Lessee. Lessee's use of the Leased premises for any other purpose shall constitute a material breach of this Lease.

C. Lessee shall not use the Leased Premises for any commercial purposes. The storage of aircraft used by Lessee in connection with its customary non-aviation related business shall not be considered to be a commercial purpose. Under no circumstances will the sale of goods or services by Lessee from the Leased Premises be authorized.

D. Lessee may maintain a small refrigerator in the Leased Premises, but only if the wiring capacity of the Leased Premises can support such usage.

E. City reserves the right to assess, as additional rent, charges for extraordinary consumption of utilities by Lessee, as reasonably determined by City in its sole discretion.

F. All aircraft stored in the Leased Premises must be airworthy. Short-term storage of non-operational aircraft for the purposes of maintenance, repair or refurbishment shall be allowed. However, aircraft may not be inoperable or under repair for a period greater than **ONE HUNDRED TWENTY (120) DAYS**, consecutively without City approval, unless such condition is caused by circumstances beyond Lessee's control (e.g., inability to obtain parts).

G. Lessee shall abide by all Airport rules and regulations, minimum standards, City ordinances, applicable federal and state statutes, and regulations of the FAA, as they may from time to time be amended, including environmental laws regarding the handling, discharge, release and dumping of any hazardous substance, and such rules, regulations, and ordinances are incorporated by reference herein and made a part hereof.

H. No explosives or combustible materials shall be permitted within or about the Hangar except for fuel in aircraft tanks or small containers of lubricants, cleaning materials, and other aviation-related materials stored in EPA or local Fire Marshall approved containers or cabinets.

I. No refueling of the aircraft is allowed while any part of the aircraft remains inside the Hangar.

J. The exclusive means of access to the Leased Premises shall be through the T-Hangar access gate via the T-Hangar access road.

K. With the exception of loading or unloading of aircraft on the FBO apron, Lessee shall not operate any motor vehicle on the Airport apron, runway system, or Taxiway A system at any time.

L. Lessee shall be allowed to park its motor vehicle in the Hangar while Lessee is in the Hangar or when the aircraft is out and in use. Otherwise, all motor vehicles belonging to Lessee or its guests or licensees shall be parked only in the public parking area outside of the fence.

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M. Lessee shall not allow its aircraft engine to be run inside a Hangar.

5. **MAINTENANCE OF THE LEASED PREMISES.** Lessee shall maintain the Leased Premises and all improvements in a condition that is clean, free of debris, safe, sanitary, and in good repair and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly or which creases a fire hazard or nuisance or causes an inconvenience to adjoining properties.

   A. City shall maintain the structural integrity of the Hangar, including doors, and shall provide Lessee with access to water, electricity and normal building maintenance.

   B. City shall provide and maintain one (1) fire extinguisher in the Hangar. Should the City's inspection of the premises reveal that the City-owned fire extinguisher is missing, Lessee shall be responsible for replacement of the fire extinguisher with a model of comparable size and quality, at its sole expense.

   C. Lessee shall maintain the interior of the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean and clear of excess oil grease, or toxic chemicals.

   D. Lessee shall make no structural, electrical, or any other modifications or alterations to the Leased Premises, or remove any structures, wiring, plumbing or other facilities, without first submitting to City the plans and specifications for the proposed modifications and obtaining a written approval from City (which approval may be subject to reasonable conditions imposed by City) and without first obtaining all applicable permits from governments with jurisdiction over the activities.

   E. All fixtures, alterations, changes and improvements built, constructed or placed on the Leased Premises by Lessee shall, at City's option, become the property of City and remain on the Leased Premises at the expiration or earlier termination of this Lease, or City may require Lessee to restore the Leased Premises, in whole or in part, to its condition prior to such fixtures, alterations, changes or improvements.

   F. Lessee shall be responsible for all damages to the premises caused by Lessee or arising from Lessee's use of the premises, except those caused by "acts of God," or those arising from normal wear and tear or from deliberate or negligent acts of City or its employees. If Lessee fails to promptly repair any damages for which it is responsible hereunder after notification by City, City may, but shall not be obligated to, make repairs at Lessee's expense which shall become due and payable as part of Lessee's rent on the next monthly billing cycle.

   G. Upon termination of this Lease by either party, a joint inspection of the Leased Premises shall be conducted and any unsatisfactory conditions shall be documented on the T-Hangar Check-Out Form attached hereto as **Exhibit B**. Should Lessee fail to promptly repair any damages or replace any items for which it is responsible hereunder after City provides notice and demand for same, City may, but shall not be obligated to, make repairs at Lessee's expense. City reserves the right to deduct the cost of any such repairs from Lessee's refundable hangar deposit.

6. **AIRCRAFT MAINTENANCE AND REPAIRS.** The following provisions shall govern the short-term maintenance, repair or refurbishment of aircraft stored in the Leased Premises.

   A. All repair of aircraft shall be governed by and performed in compliance with Part 43 of the Federal Aviation Administration Regulations (14 C.F.R. Part 43). Those terms defined in Part 43 shall have the same meaning in this paragraph.

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B. Hazardous activities, including, but not limited to, smoking, welding, painting, doping, open fuel lines, open flames, or the application of hazardous substances are expressly prohibited in the Hangar.

C. Minor aircraft self-maintenance such as would normally be performed by an aircraft owner by himself or with his own employees without the benefit of an aircraft mechanic shall be allowed to be performed in the Hangar.

D. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform any maintenance and repairs on its own aircraft unless: (1) the work constitutes powerplant major repairs; or (2) the work being performed in the Hangar will require the installation of a fire-suppression system in the Hangar.

E. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform maintenance and repairs on aircraft belonging to others only pursuant to the City's Airport Minimum Standards including applicable liability insurance requirements.

F. The provisions of this Section shall not apply to experimental aircraft construction and maintenance to the extent they are exempt from the provisions of Part 43 of the Federal Aviation Administration Regulations, but such activities shall be subject to other applicable Federal Aviation Administration Regulations (e.g., 14 C.F.R. §65.104).

7. **INDEMNIFICATION AND INSURANCE.**

A. **Indemnity**. Lessee agrees to indemnify and hold City and its elected officials, employees, agents, and volunteers harmless from and against any and all liabilities, judgments, costs, damages, expenses, claims, actions or demands of any kind and nature, by any person whatsoever, including, without limitation, personal property damage, injury or death to a person arising out of the activities of Lessee, its agents, employees, contractors or invitees on the Leased Premises, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

B. **Insurance.** The City may maintain fire and casualty insurance on the premises for its benefit but such insurance shall not cover any property of Lessee and all proceeds payable thereunder shall be the sole property of City. If the Leased Premises are damaged by any casualty not the result of the negligent or deliberate acts of Lessee, its licensees, invitees, and guests, City may terminate this Lease or may, at its option, repair the damage. If City elects to repair, rent shall be abated until repairs are completed.

C. Lessee shall at its sole cost repair any damage to the premises resulting from negligent or deliberate acts of Lessee, its agents, employees, contractors, invitees and guests.

D. City shall not be responsible for any damage to any property of Lessee (including, without limitation, aircraft) or of others located on the Leased Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, smoke, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place of by dampness or by any other cause of whatsoever nature. City shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold City harmless from any and all claims arising out of damage to

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same, including subrogation claims by Lessee's insurance carriers, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

8. **CONDITION OF PREMISES; NO WARRANTIES.**
   A. City represents and warrants that the Leased Premises comply with applicable building and fire codes in effect at the time of its construction, and that any changes in such codes since such time do not require additional improvements (except upon a rebuilding or renovation thereof).
   B. EXCEPT AS SET FORTH IN THE PRECEDING SUBPARAGRAPH,
      (1) LESSEE ACKNOWLEDGES THAT BY ENTERING INTO POSSESSION OF THE PREMISES, IT SHALL BE DEEMED: TO HAVE INSPECTED THE PREMISES; AND TO HAVE ACCEPTED THE PREMISES "AS IS," "WITH ALL FAULTS" OF ANY NATURE WHATSOEVER; AND
      (2) LESSEE ACKNOWLEDGES THAT NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY WARRANTY OR REPRESENTATION, OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING, WITHOUT LIMITATION, SOIL CONDITIONS, ENVIRONMENTAL CONDITIONS, BUILDING CONSTRUCTION OR SUITABILITY OF THE PREMISES FOR LESSEE'S PURPOSES.

9. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Lessee:	At the address, fax number, or e-mail address Identified underneath Lessee's signature line.
If to City of Ocala:	City of Ocala – Ocala International Airport 1770 SW 60th Avenue, Suite 600 Ocala, Florida 34474 Fax: 352-861-2227
Copy to:	Daphne M. Robinson, Esq. – Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov

10. **MISCELLANEOUS PROVISIONS.**
   A. **Governing Law.** This Lease is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
   B. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Lease occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Lease shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives

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any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Lease, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

C. **Jury Waiver**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

D. **Attorney's Fees**. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

E. **Amendment**. No amendment to this Lease shall be effective except those agreed to in writing and signed by both parties to this Lease.

F. **Severability of Illegal Provisions**. Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Lease be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Lease.

G. **Rights of Third Parties**. Nothing in this Lease, whether express or implied, is intended to confer any rights or remedies under or because of this Lease on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Lease is intended to relieve or discharge the obligation or liability of any third persons to any party to this Lease, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Lease.

H. **Assignment**. Neither party may assign this Lease or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

I. **No Waiver of Sovereign Immunity**. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or

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limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Lease and shall be fully binding until any proceeding brought under this Lease is barred by any applicable statute of limitations.

J. **Public Records**. **IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of Ocala, Office of The City Clerk; City Hall, 110 SE Watula Avenue, Ocala, FL 34471; Phone: 352-629-8266; Email: clerk@ocalafl.gov.**

K. **Electronic Signatures**. City, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Lease. Further, a duplicate or copy of the Lease that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Lease for all purpose.

L. **Entire Lease**. This Lease, including exhibits, (if any) constitutes the entire Lease between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, Leases or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Lease. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or Leases have been made or relied upon in the making of this Lease other than those specifically set forth herein.

M. **Legal Authority**. Each person signing this Lease on behalf of either party individually warrants that he or she has full legal power to execute this Lease on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Lease.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Matthew Grow, Airport Director
(Pursuant to City Council Resolution: 2003-57, adopted April 8, 2003)

10/14/2025
Date Signed

Approved as to form and legality

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton
City Attorney

LESSEE

Lessee Signature

John A Schaefer
Printed Name of Lessee

10/27/2025
Date Signed

6435 Pete Path
Street Address of Lessee

The Villages, FL 34762
City, State, and Zip Code of Lessee

618-792-5033
Phone Number of Lessee

Alternate Phone Number of Lessee

johnfarm14@icloud.com
E-Mail Address of Lessee

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EXHIBIT A

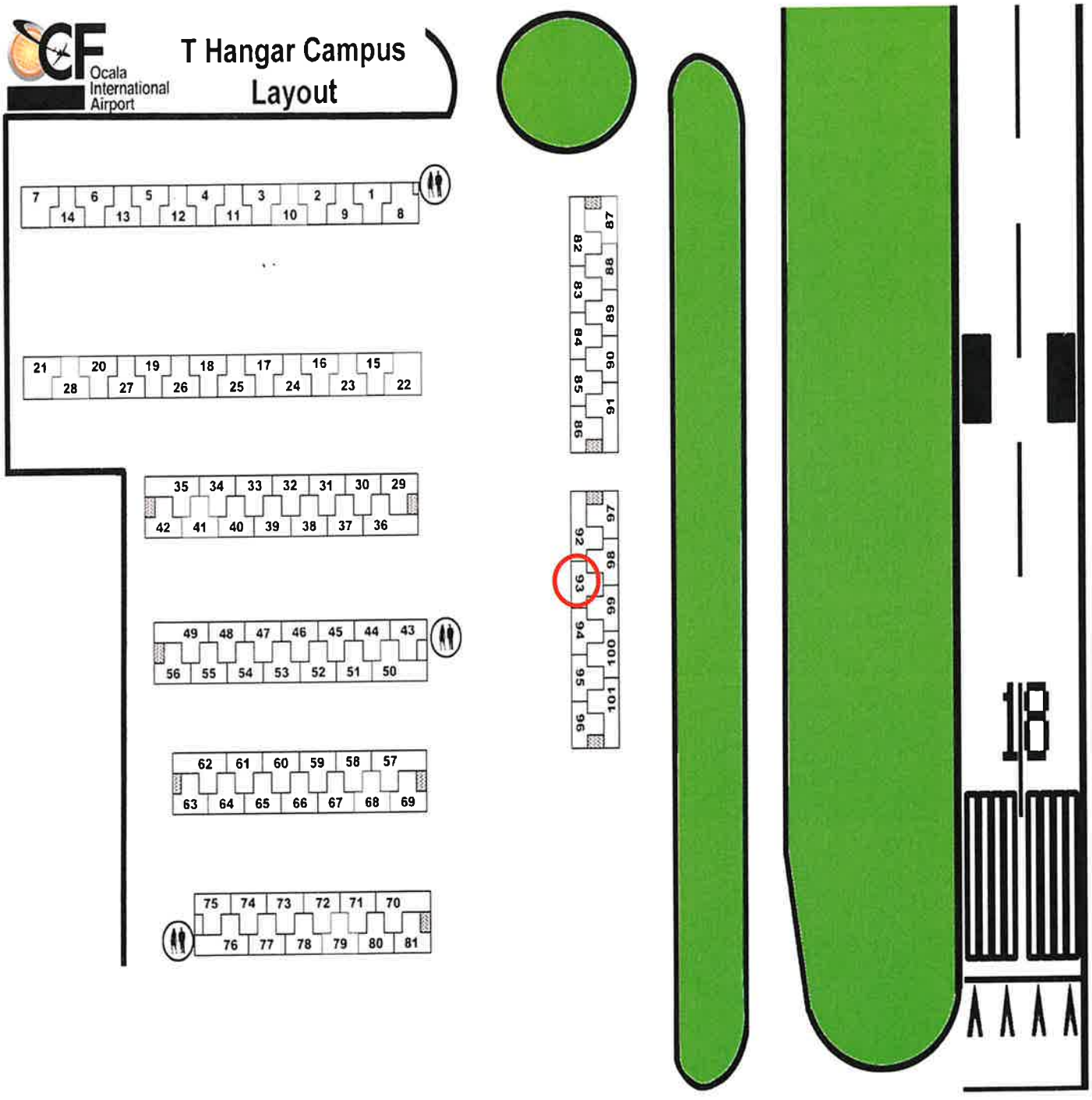

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EXHIBIT B

T-HANGAR CHECK OUT FORM

Lessee Name:_____

T-Hangar No.:_____T-93_____

Move Out Date:_____

Inspection Date:_____

Time Of Inspection:_____

Inspected By:_____

Unless otherwise noted, the premises is in clean, good working order and undamaged.

Keys/Lock/Fire Extinguisher	☐
Cleanliness of Hangar	☐
Damage to space	☐
Grease/Oil/Chemicals	☐
Furniture/equipment Left in Hangar	☐

REMARKS:_____

_____

_____

Signatures:

Airport:_____

Lessee:_____

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EXHIBIT C

Docusign Envelope ID: D2FC4908-7CD7-4655-8C4A-3126D576CC72

FAA REGISTRY

N-Number Inquiry Results

N-NUMBER ENTERED: 413PG

AIRCRAFT DESCRIPTION

Serial Number	22167	Status	Valid
Manufacturer Name	CESSNA	Certificate Issue Date	08/23/2016
Model	305A	Expiration Date	08/31/2029
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / Oct)	51160221
MFR Year	1951	Mode S Code (Base 16 / Hex)	A4E091
Type Registration	Co-Owned	Fractional Owner	NO

REGISTERED OWNER

Name	SCHAEFER JOHN A		
Street	4611 KASKASKIA RD		
City	WATERLOO	State	ILLINOIS
County	MONROE	Zip Code	62298-3713
Country	UNITED STATES		

AIRWORTHINESS

Docusign Envelope ID: D2FC4908-7CD7-4655-8C4A-3126D576CC72

INFORMATION PROVIDED HERE SHOULD NOT BE USED TO DETERMINE THE AIRWORTHINESS OF AN AIRCRAFT.

Refer to 14 CFR Parts 39, 43, 91, and FAA Order 8130.2 for airworthiness regulations and guidance.

Type Certificate Data Sheet	None	Type Certificate Holder	None
Engine Manufacturer	CONT MOTOR	Classification	Standard
Engine Model	O-470 SERIES	Category	Utility, Normal
A/W Date	05/17/2016	Exception Code	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at https://aircraft.faa.gov/e.gov/ND/

OTHER OWNER NAMES

SCHAEFER ELIZABETH A

TEMPORARY CERTIFICATES

None

FUEL MODIFICATIONS

None

You are accessing a U.S. Government authorized information system, which includes (1) this computer, (2) this computer network, (3) all computers connected to this network, (4) all devices and storage media attached to this network or to a computer on this network, and (5) all cloud services and hosting environments supporting this information system. This information system is provided for U.S. Government-authorized use only.

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Unauthorized or improper use of this system may result in disciplinary action, as well as civil and criminal penalties.

By logging in and using this information system, you understand and consent to the following:

- ***You have no reasonable expectation of privacy regarding communications or data transiting or stored on this information system.***
- ***At any time, and for any lawful Government purpose, communication between the user and this information system, data transiting to/from the system, or stored on this system is subject to monitoring, interception, and search.***
- ***Any communications or data transiting or stored on this information system may be disclosed or used for any lawful Government purpose.***

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6/3/25, 2:44 PM

FAA REGISTRY

N-Number Inquiry Results

N-NUMBER ENTERED: 413PG

AIRCRAFT DESCRIPTION

Serial Number	22167	Status	Valid
Manufacturer Name	CESSNA	Certificate Issue Date	08/23/2016
Model	305A	Expiration Date	08/31/2029
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / Oct)	51160221
MFR Year	1951	Mode S Code (Base 16 / Hex)	A4E091
Type Registration	Co-Owned	Fractional Owner	NO

REGISTERED OWNER

Name	SCHAEFER JOHN A		
Street	4611 KASKASKIA RD		
City	WATERLOO	State	ILLINOIS
County	MONROE	Zip Code	62298-3713
Country	UNITED STATES		

AIRWORTHINESS

You are accessing a U.S. Government authorized information system, which includes (1) this computer, (2) this computer network, (3) all computers connected to this network, (4) all devices and storage media attached to this network or to a computer on this network, and (5) all cloud services and hosting environments supporting this information system. This information system is provided for U.S. Government-authorized use only.

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- *Any communications or data transiting or stored on this information system may be disclosed or used for any lawful Government purpose.*

Certificate Of Completion

Envelope Id: D2FC4908-7CD7-4655-8C4A-3126D576CC72
Status: Completed
Subject: SIGNATURE: T-Hangar Lease Agreement - John Schaefer (AIR/260041)
Source Envelope:
Document Pages: 17
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/27/2025 2:53:02 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/27/2025 3:04:56 PM Viewed: 10/28/2025 10:53:11 AM Signed: 10/28/2025 2:59:57 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/28/2025 2:59:59 PM Viewed: 10/28/2025 3:53:30 PM Signed: 10/28/2025 4:00:46 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2025 3:53:30 PM ID: 15221658-1519-4aec-ac7e-12a4c71f8ad5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2025 3:04:56 PM
Certified Delivered	Security Checked	10/28/2025 3:53:30 PM
Signing Complete	Security Checked	10/28/2025 4:00:46 PM
Completed	Security Checked	10/28/2025 4:00:46 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 08870E3A-56EE-4D3D-9C4D-3D4567E54CD7

CONTRACT#: AIR/260063

T-HANGAR LEASE AGREEMENT

THIS T-HANGAR LEASE AGREEMENT ("Agreement" or "Lease") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **James Neville & Company Inc.**

WHEREAS, the City of Ocala is the owner and operator of the Ocala International Airport (the "Airport") located in Ocala, Marion County, Florida;

WHEREAS, City has T-Hangar units available for lease at the Airport;

WHEREAS, Lessee desires to lease a T-Hangar unit at Airport from City; and

WHEREAS, City is willing to lease to Lessee the T-Hangar unit identified in Section 1 below at the Airport subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Lessee agree as follows:

TERMS AND CONDITIONS:

1. **LEASED PREMISES**. City hereby leases to Lessee, and Lessee leases from City, T-Hangar Unit Number: **T-18** located at the Ocala International Airport and more particularly shown in **Exhibit A** attached hereto (the "Hangar" or "Leased Premises").

   A. City reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with the rules and regulations contained herein.

   B. City shall purchase a Hangar lock for use on Hangar doors. One key will be provided to and maintained by Lessee. The master key will be maintained by the Airport Director or authorized representative. Under no circumstances shall Lessee be permitted to replace the Hangar lock provided by City. Use of any other lock on Hangar doors shall constitute a breach of this Lease. Loss of the Hangar lock or Lessee's Hangar lock key shall result in the City's assessment of either a re-key and/or lock replacement charge in accordance with the current Airport Fee Schedule which shall become due and payable as part of Lessee's monthly rent on the next monthly rental cycle.

   C. City, through its officers, agents, servants or employees, reserves the right to enter the Leased Premises at any time to perform any and all duties or obligations which City is authorized or required to do under the terms of this Lease or to perform its governmental duties under federal, state, or local rules, regulations, and laws (including, but not limited to, inspections under applicable health, mechanical, building, electrical, plumbing, and Fire Codes) or other health, safety, and general welfare regulations. All routine inspections shall be done during normal business hours and in conformity with City's Airport policies (including those requiring two employees to be present during inspections). City shall leave a notice on the premises following inspections indicating the time and date of the inspection, who was present, and the purpose of the inspection; provided, however, no notice shall be required if: (a) the inspection was a law enforcement purpose; or (b) the City had previously mailed a notice to Lessee, at least a week prior to the inspection, advising Lessee of the week in which the inspection would occur and the purpose of the inspection.

Docusign Envelope ID: 08870E3A-56EE-4D3D-9C4D-3D4567E54CD7

2. **EFFECTIVE DATE, TERM, AND TERMINATION.**

A. **Effective Date and Lease Term**. This Lease shall commence on **November 1st, 2025** shall become effective on the date fully executed by both Parties (the "Effective Date"), and shall continue in effect from month-to-month thereafter (the "Lease Term") unless and until terminated by either party as provided herein.

B. **Termination.** This Lease shall be terminable at will by either party, without cause, upon providing advance written notice to the other party no less than **THIRTY (30) DAYS'** prior to termination. Termination of this Lease shall have no effect upon the rights or responsibilities of the parties accruing prior to termination.

(1) Should Lessee be declared bankrupt, incompetent, or become deceased, this Lease shall immediately terminate and shall not be considered to be part of Lessee's estate nor shall it become an asset of any appointed or assigned guardian, trustee, or receiver.

(2) City shall have the right to terminate this Lease and retake possession of the Leased Premises should Lessee fail to make timely payment of rent, fail to provide proof of required insurance, use the Leased Premises for any illegal or unauthorized purpose, file bankruptcy, abandon or leave the Leased Premises vacant or unoccupied for **ONE HUNDRED TWENTY (120) DAYS**, or violates any of the terms and conditions of this Lease.

(3) Upon termination or expiration of this Lease, Lessee shall peaceably vacate the Leased Premises.

C. **Remedies**. If any default occurs under this Lease, City shall have the right to pursue all remedies available at law or equity, including the termination of this Lease and all rights of Lessee hereunder. Notwithstanding City's termination of the Lease, Lessee shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.

3. **CONSIDERATION.**

A. **Rent.** As rent for the use of the Leased Premises, Lessee shall pay to City monthly, in advance, the amount of **$ 340.48/Month**. Any other payments made by Lessee under this Lease shall be considered additional rent, regardless of whether the payments are so designated. The term "Rent," as referenced herein, shall include monthly rent and additional rent. City shall have the same remedies for Lessee's failure to pay additional rent as it does for Lessee's failure to pay monthly rent.

B. **Payment of Rent**. Monthly rental payments are due on or before the first (1st) day of each month without billing of Lessee by City. Unless expressly authorized by the City, rent shall be made payable to the "City of Ocala" and shall be delivered or paid in person to: **City of Ocala, c/o Ocala International Airport, 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474**. Payments made by credit card may be subject to a credit card processing fee.

C. **Late Charge**. Rent shall be considered past due if City has not received full payment by the fifteenth (15th) day of the month for which payment is due. Without limiting City's termination rights as provided by this Lease, City shall assess a late penalty charge in the amount of **TWENTY-FIVE AND NO/100 DOLLARS ($25.00)**.

D. **Adjustments to Rent**. City reserve the right to increase the amount of rent from time to time, in its sole discretion, and shall provide written notice of said increase to Lessee no less than **THIRTY (30) DAYS** prior to the effective date of the rental increase.

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4. **USE OF LEASED PREMISES.** Unless otherwise authorized by City in writing, Lessee shall use the Leased Premises and associated utilities on a non-commercial basis only for the storage, operation, and maintenance of the following Federal Aviation Administration ("FAA")-registered aircraft:

   Year, Make and Model of Aircraft:

   N#:

   A. Any change to the aircraft expressly identified in this Section shall be reported in writing to the Airport Director within **TEN (10) DAYS** thereof.

   B. The Leased Premises are to be used only for the storage of aircraft and other aviation-related items owned or leased by Lessee. Lessee's use of the Leased premises for any other purpose shall constitute a material breach of this Lease.

   C. Lessee shall not use the Leased Premises for any commercial purposes. The storage of aircraft used by Lessee in connection with its customary non-aviation related business shall not be considered to be a commercial purpose. Under no circumstances will the sale of goods or services by Lessee from the Leased Premises be authorized.

   D. Lessee may maintain a small refrigerator in the Leased Premises, but only if the wiring capacity of the Leased Premises can support such usage.

   E. City reserves the right to assess, as additional rent, charges for extraordinary consumption of utilities by Lessee, as reasonably determined by City in its sole discretion.

   F. All aircraft stored in the Leased Premises must be airworthy. Short-term storage of non-operational aircraft for the purposes of maintenance, repair or refurbishment shall be allowed. However, aircraft may not be inoperable or under repair for a period greater than **ONE HUNDRED TWENTY (120) DAYS**, consecutively without City approval, unless such condition is caused by circumstances beyond Lessee's control (e.g., inability to obtain parts).

   G. Lessee shall abide by all Airport rules and regulations, minimum standards, City ordinances, applicable federal and state statutes, and regulations of the FAA, as they may from time to time be amended, including environmental laws regarding the handling, discharge, release and dumping of any hazardous substance, and such rules, regulations, and ordinances are incorporated by reference herein and made a part hereof.

   H. No explosives or combustible materials shall be permitted within or about the Hangar except for fuel in aircraft tanks or small containers of lubricants, cleaning materials, and other aviation-related materials stored in EPA or local Fire Marshall approved containers or cabinets.

   I. No refueling of the aircraft is allowed while any part of the aircraft remains inside the Hangar.

   J. The exclusive means of access to the Leased Premises shall be through the T-Hangar access gate via the T-Hangar access road.

   K. With the exception of loading or unloading of aircraft on the FBO apron, Lessee shall not operate any motor vehicle on the Airport apron, runway system, or Taxiway A system at any time.

   L. Lessee shall be allowed to park its motor vehicle in the Hangar while Lessee is in the Hangar or when the aircraft is out and in use. Otherwise, all motor vehicles belonging to Lessee or its guests or licensees shall be parked only in the public parking area outside of the fence.

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M. Lessee shall not allow its aircraft engine to be run inside a Hangar.

5. **MAINTENANCE OF THE LEASED PREMISES.** Lessee shall maintain the Leased Premises and all improvements in a condition that is clean, free of debris, safe, sanitary, and in good repair and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly or which creases a fire hazard or nuisance or causes an inconvenience to adjoining properties.
   A. City shall maintain the structural integrity of the Hangar, including doors, and shall provide Lessee with access to water, electricity and normal building maintenance.
   B. City shall provide and maintain one (1) fire extinguisher in the Hangar. Should the City's inspection of the premises reveal that the City-owned fire extinguisher is missing, Lessee shall be responsible for replacement of the fire extinguisher with a model of comparable size and quality, at its sole expense.
   C. Lessee shall maintain the interior of the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean and clear of excess oil grease, or toxic chemicals.
   D. Lessee shall make no structural, electrical, or any other modifications or alterations to the Leased Premises, or remove any structures, wiring, plumbing or other facilities, without first submitting to City the plans and specifications for the proposed modifications and obtaining a written approval from City (which approval may be subject to reasonable conditions imposed by City) and without first obtaining all applicable permits from governments with jurisdiction over the activities.
   E. All fixtures, alterations, changes and improvements built, constructed or placed on the Leased Premises by Lessee shall, at City's option, become the property of City and remain on the Leased Premises at the expiration or earlier termination of this Lease, or City may require Lessee to restore the Leased Premises, in whole or in part, to its condition prior to such fixtures, alterations, changes or improvements.
   F. Lessee shall be responsible for all damages to the premises caused by Lessee or arising from Lessee's use of the premises, except those caused by "acts of God," or those arising from normal wear and tear or from deliberate or negligent acts of City or its employees. If Lessee fails to promptly repair any damages for which it is responsible hereunder after notification by City, City may, but shall not be obligated to, make repairs at Lessee's expense which shall become due and payable as part of Lessee's rent on the next monthly billing cycle.
   G. Upon termination of this Lease by either party, a joint inspection of the Leased Premises shall be conducted and any unsatisfactory conditions shall be documented on the T-Hangar Check-Out Form attached hereto as **Exhibit B**. Should Lessee fail to promptly repair any damages or replace any items for which it is responsible hereunder after City provides notice and demand for same, City may, but shall not be obligated to, make repairs at Lessee's expense. City reserves the right to deduct the cost of any such repairs from Lessee's refundable hangar deposit.

6. **AIRCRAFT MAINTENANCE AND REPAIRS.** The following provisions shall govern the short-term maintenance, repair or refurbishment of aircraft stored in the Leased Premises.
   A. All repair of aircraft shall be governed by and performed in compliance with Part 43 of the Federal Aviation Administration Regulations (14 C.F.R. Part 43). Those terms defined in Part 43 shall have the same meaning in this paragraph.

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B. Hazardous activities, including, but not limited to, smoking, welding, painting, doping, open fuel lines, open flames, or the application of hazardous substances are expressly prohibited in the Hangar.

C. Minor aircraft self-maintenance such as would normally be performed by an aircraft owner by himself or with his own employees without the benefit of an aircraft mechanic shall be allowed to be performed in the Hangar.

D. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform any maintenance and repairs on its own aircraft unless: (1) the work constitutes powerplant major repairs; or (2) the work being performed in the Hangar will require the installation of a fire-suppression system in the Hangar.

E. Lessee's possessing a valid mechanic's certificate or who are otherwise authorized by the FAA shall be permitted to perform maintenance and repairs on aircraft belonging to others only pursuant to the City's Airport Minimum Standards including applicable liability insurance requirements.

F. The provisions of this Section shall not apply to experimental aircraft construction and maintenance to the extent they are exempt from the provisions of Part 43 of the Federal Aviation Administration Regulations, but such activities shall be subject to other applicable Federal Aviation Administration Regulations (e.g., 14 C.F.R. §65.104).

7. **INDEMNIFICATION AND INSURANCE.**

A. **Indemnity**. Lessee agrees to indemnify and hold City and its elected officials, employees, agents, and volunteers harmless from and against any and all liabilities, judgments, costs, damages, expenses, claims, actions or demands of any kind and nature, by any person whatsoever, including, without limitation, personal property damage, injury or death to a person arising out of the activities of Lessee, its agents, employees, contractors or invitees on the Leased Premises, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

B. **Insurance.** The City may maintain fire and casualty insurance on the premises for its benefit but such insurance shall not cover any property of Lessee and all proceeds payable thereunder shall be the sole property of City. If the Leased Premises are damaged by any casualty not the result of the negligent or deliberate acts of Lessee, its licensees, invitees, and guests, City may terminate this Lease or may, at its option, repair the damage. If City elects to repair, rent shall be abated until repairs are completed.

C. Lessee shall at its sole cost repair any damage to the premises resulting from negligent or deliberate acts of Lessee, its agents, employees, contractors, invitees and guests.

D. City shall not be responsible for any damage to any property of Lessee (including, without limitation, aircraft) or of others located on the Leased Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, smoke, explosion, falling plaster, steam, gas, electricity, water, rain, or leaks from any part of the premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place of by dampness or by any other cause of whatsoever nature. City shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold City harmless from any and all claims arising out of damage to

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same, including subrogation claims by Lessee's insurance carriers, except those caused by the deliberate or negligent act or failure to act of City or its agents or representatives.

8. **CONDITION OF PREMISES; NO WARRANTIES.**
   A. City represents and warrants that the Leased Premises comply with applicable building and fire codes in effect at the time of its construction, and that any changes in such codes since such time do not require additional improvements (except upon a rebuilding or renovation thereof).
   B. EXCEPT AS SET FORTH IN THE PRECEDING SUBPARAGRAPH,
      (1) LESSEE ACKNOWLEDGES THAT BY ENTERING INTO POSSESSION OF THE PREMISES, IT SHALL BE DEEMED: TO HAVE INSPECTED THE PREMISES; AND TO HAVE ACCEPTED THE PREMISES "AS IS," "WITH ALL FAULTS" OF ANY NATURE WHATSOEVER; AND
      (2) LESSEE ACKNOWLEDGES THAT NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY WARRANTY OR REPRESENTATION, OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PREMISES, INCLUDING, WITHOUT LIMITATION, SOIL CONDITIONS, ENVIRONMENTAL CONDITIONS, BUILDING CONSTRUCTION OR SUITABILITY OF THE PREMISES FOR LESSEE'S PURPOSES.

9. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Lessee:	At the address, fax number, or e-mail address Identified underneath Lessee's signature line.
If to City of Ocala:	City of Ocala – Ocala International Airport 1770 SW 60th Avenue, Suite 600 Ocala, Florida 34474 Fax: 352-861-2227
Copy to:	Daphne M. Robinson, Esq. – Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.gov

10. **MISCELLANEOUS PROVISIONS.**
   A. **Governing Law.** This Lease is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
   B. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Lease occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Lease shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives

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any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Lease, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

C. **Jury Waiver**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

D. **Attorney's Fees**. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

E. **Amendment**. No amendment to this Lease shall be effective except those agreed to in writing and signed by both parties to this Lease.

F. **Severability of Illegal Provisions**. Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Lease be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Lease.

G. **Rights of Third Parties**. Nothing in this Lease, whether express or implied, is intended to confer any rights or remedies under or because of this Lease on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Lease is intended to relieve or discharge the obligation or liability of any third persons to any party to this Lease, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Lease.

H. **Assignment**. Neither party may assign this Lease or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

I. **No Waiver of Sovereign Immunity**. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or

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limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Lease and shall be fully binding until any proceeding brought under this Lease is barred by any applicable statute of limitations.

J. **Public Records**. **IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of Ocala, Office of The City Clerk; City Hall, 110 SE Watula Avenue, Ocala, FL 34471; Phone: 352-629-8266; Email: clerk@ocalafl.gov.**

K. **Electronic Signatures**. City, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Lease. Further, a duplicate or copy of the Lease that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Lease for all purpose.

L. **Entire Lease**. This Lease, including exhibits, (if any) constitutes the entire Lease between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, Leases or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Lease. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or Leases have been made or relied upon in the making of this Lease other than those specifically set forth herein.

M. **Legal Authority**. Each person signing this Lease on behalf of either party individually warrants that he or she has full legal power to execute this Lease on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Lease.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Matthew Grow, Airport Director
(Pursuant to City Council Resolution:
2003-57, adopted April 8, 2003)

10/13/2025
Date Signed

Approved as to form and legality

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton
City Attorney

LESSEE

Lessee Signature

James Neville
Printed Name of Lessee

10/13/2025
Date Signed

5100 W Anthony Rd
Street Address of Lessee

Ocala, FL 34475
City, State, and Zip Code of Lessee

352-438-8138
Phone Number of Lessee

352-484-0922
Alternate Phone Number of Lessee

jneville@james-neville.com
E-Mail Address of Lessee

Docusign Envelope ID: 08870E3A-56EE-4D3D-9C4D-3D4567E54CD7

EXHIBIT A

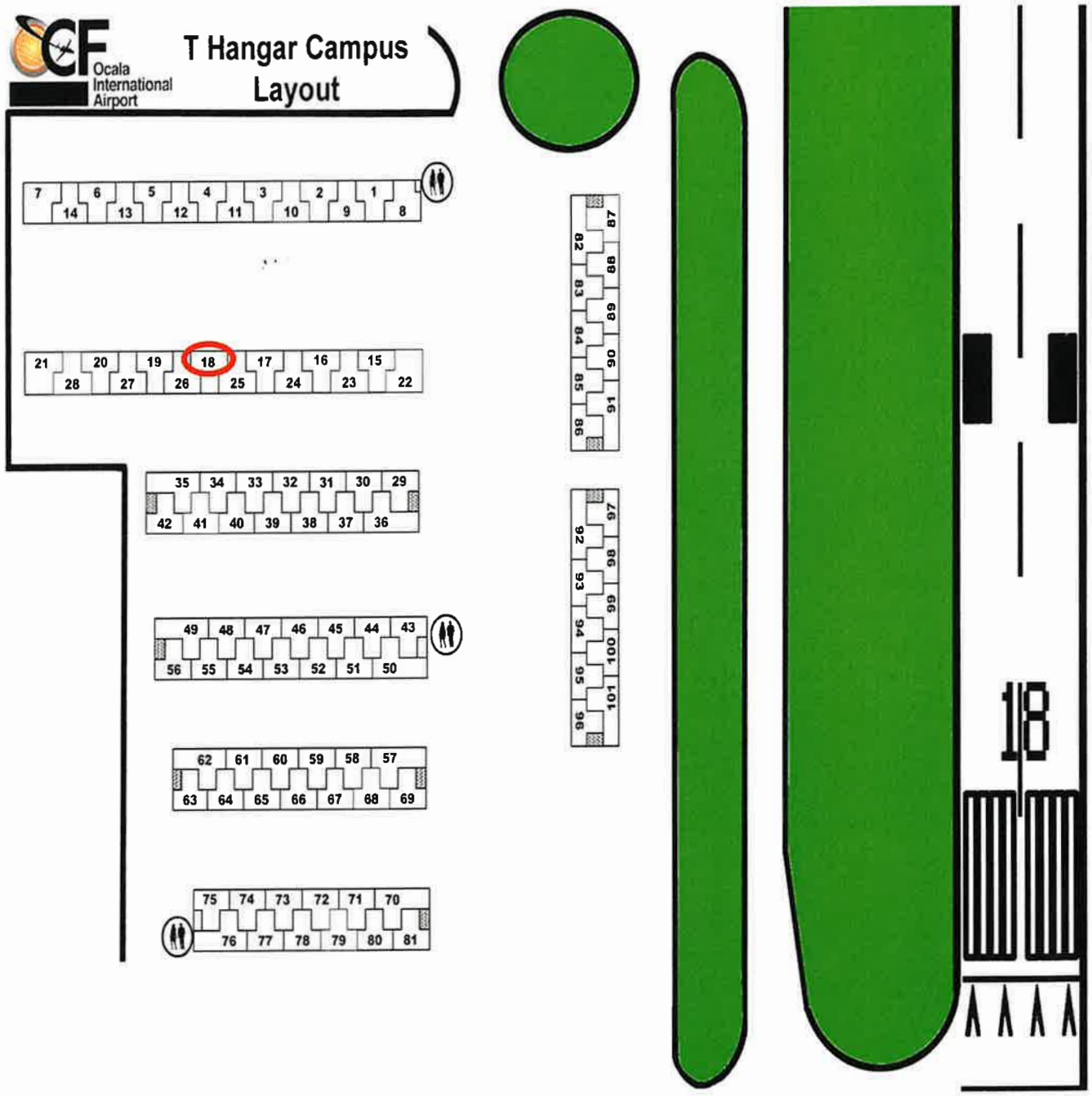

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EXHIBIT B

T-HANGAR CHECK OUT FORM

Lessee Name:_____

T-Hangar No.:____T-18_____

Move Out Date:_____

Inspection Date:_____

Time Of Inspection:_____

Inspected By:_____

Unless otherwise noted, the premises is in clean, good working order and undamaged.

Keys/Lock/Fire Extinguisher	☐
Cleanliness of Hangar	☐
Damage to space	☐
Grease/Oil/Chemicals	☐
Furniture/equipment Left in Hangar	☐

REMARKS:_____

_____

_____

Signatures:

Airport:_____

Lessee:_____

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EXHIBIT C

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Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
JAMES NEVILLE & COMPANY, INC.

Filing Information

Document Number	P18000062428
FEI/EIN Number	36-4904960
Date Filed	07/18/2018
State	FL
Status	ACTIVE

Principal Address

5100 W ANTHONY RD
OCALA, FL 34475

Changed: 04/07/2021

Mailing Address

5100 W ANTHONY RD
OCALA, FL 34475

Changed: 04/07/2021

Registered Agent Name & Address

REGISTERED AGENTS, INC.
7901 4TH STREET NORTH
SUITE 300
ST.PETERSBURG, FL 33702

Address Changed: 03/25/2019

Officer/Director Detail

Detail by Entity Name

Name & Address

Title P

NEVILLE, JAMES
5100 W ANTHONY RD
OCALA, FL 34475

Title TREA

NEVILLE, JAMES
5100 W ANTHONY RD
OCALA, FL 34475

Title SEC

NEVILLE, JAMES
5100 W ANTHONY RD
OCALA, FL 34475

Annual Reports

Report Year	Filed Date
2023	02/22/2023
2024	03/12/2024
2025	04/08/2025

Document Images

04/08/2025 -- ANNUAL REPORT	View image in PDF format
03/12/2024 -- ANNUAL REPORT	View image in PDF format
02/22/2023 -- ANNUAL REPORT	View image in PDF format
02/14/2022 -- ANNUAL REPORT	View image in PDF format
04/07/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
03/11/2019 -- ANNUAL REPORT	View image in PDF format
07/18/2018 -- Domestic Profit	View image in PDF format

Previous On List Next On List Return to List

james Neville & Company Inc

Search

No Events **No Name History**

Certificate Of Completion

Envelope Id: 08870E3A-56EE-4D3D-9C4D-3D4567E54CD7
Status: Completed
Subject: SIGNATURE: T-Hangar Lease Agreement - James Neville & Company Inc. (AIR/260063)
Source Envelope:
Document Pages: 14
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/27/2025 1:50:48 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/27/2025 2:11:08 PM Viewed: 10/28/2025 3:01:17 PM Signed: 10/28/2025 3:13:31 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/28/2025 3:13:32 PM Viewed: 10/28/2025 3:52:23 PM Signed: 10/28/2025 3:52:44 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2025 3:52:23 PM ID: 36a79afd-0fad-4569-9183-9d124fb7fc16		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2025 2:11:08 PM
Certified Delivered	Security Checked	10/28/2025 3:52:23 PM
Signing Complete	Security Checked	10/28/2025 3:52:44 PM
Completed	Security Checked	10/28/2025 3:52:44 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Rajasekhar Ventrapragada

Mailing Address: 1425 SE 47TH ST

City: Ocala State: Fl Zip Code: 34480

Phone Number: 352-299-6527 Alternate Phone Number: _____

Email Address: rajventra@yahoo.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 540778 - 148411

2. RGS Facility Information

Facility Location: 1425 SE 47TH ST

Ocala Electric Utility Customer Account Number: 540778 - 148411

RGS Manufacturer: REC Solar

Manufacturer's Address: 20 Tuas South Ave 14

Singapore 637312

Reference or Model Number: REC ALPHA Pure RX series qty(84) 450W

Serial Number: REC ALPHA Pure RX series

(Continued on Sheet No.19.1)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continue from Sheet No. 19.0)

FIRST REVISED SHEET NO. 19.1
CANCELS ORIGINAL SHEET NO. 19.1

3. Facility Rating Information

Gross Power Rating: 32.12 ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: _____

Anticipated In- Service Date: PV _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 19.1)

FIRST REVISED SHEET NO. 19.2
CANCELS ORIGINAL SHEET NO. 19.2

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Rajasekhar Ventrapragada Date: 7/31/25
(Print Name)

V. Raja Sekhar
(Signature)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 31 day of July, 2025, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and _____, a retail electric customer of OEU (hereinafter "Customer").

Rajasekhar Ventrapragada

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.0)

FIRST REVISED SHEET NO. 20.1
CANCELS ORIGINAL SHEET NO. 20.1

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

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(Continued from Sheet No. 20.2)

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

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(Continued from Sheet No. 20.3)

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: Signed by: Janice Mitchell 55198B4385BA4E1...
Title: CFO
Date: 10/21/2025

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...
Title: Chief Sys Ops & Tech Officer
Date: 10/21/2025

Customer

By: Rajasekhar Ventrapragada (Print Name) Date: 7/31/25

(Signature)

Customer's City of Ocala Electric Utility Account Number: 540778 - 148411

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A5DA8BABED04F3...
William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.5)

FIRST REVISED SHEET NO. 20.6
CANCELS ORIGINAL SHEET NO. 20.6

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

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Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 31 day of July, 20 25, by and between Rajasekhar Ventrapragada, (hereinafter called "**Customer**"), located at 1425 SE 47TH ST in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the inter-connection is taking place: 1425 SE 47TH ST.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, OEU operates an electric system serving parts of the City of Ocala and Marion County; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location indentified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

(Continued on Sheet No. 22.1)

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(Continued from Sheet No. 22.0)

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and OEU.

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*

(Continued on Sheet No. 22.2)

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(Continued from Sheet No. 22.1)

d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising OEU of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 22.3)

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12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU's systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's electric system such that back feed from the customer-owned renewable generation system to OEU's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 22.4)

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Sections 18 and 19, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars ($1,000,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and also measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OUS inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

(Continued on Sheet No. 22.5)

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.

(Continued on Sheet No. 22.6)

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, contractors (and any subcontractor or material supplier thereof), agents and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a

(Continued on Sheet No. 22.7)

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on OEU's electric system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 22.8)

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 22.7)

FIRST REVISED SHEET NO. 22.8
CANCELS ORIGINAL SHEET NO. 22.8

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

OUS:

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 10/21/2025

Customer:

By: Rajasekhar Ventrapragada
(Print Name)
V. Raja Sekhar
(Signature)

Date: 7/31/2025

City of Ocala Electric Utility Account Number:
540778 - 148411

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8ABED04F3...
William E. Sexton, Esq.
City Attorney

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

Risk Placement Services, Inc.
Knowledge. Relationships. Trust. Confidence.

Risk Placement Services, Inc. - Sebastian
2400 E. Commercial Blvd
Suite 728
Fort Lauderdale, FL 33308

RPS Contact:
Claire Murdock
Personal Lines Underwriter
Phone: 786-924-7068
Fax: 786-924-7080
Email: Claire_Murdock@rpsins.com

Insurance Binder

APPLICANT: **Rajasekhar Ventrapragada; Saila Ventrapragada**
1425 Se 47th Street
Ocala, FL 34480

POLICY NO: **PUP2420831**

RENEWAL OF:

COVERAGE: **Personal Umbrella**

SUBMITTED TO: **Shiraj Merchant**
MyInsurancePal, LLC
9462 Narcoossee Rd
Orlando, FL 32827
(404) 433-8918
Roger@myinsurepal.com

RETAIL PRODUCER COMMISSION: **10%**

1. **Policy Review - You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described, and no assumption should be made as to the adequacy of coverage of the risk to the client.**
2. **You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the Insurer of the Agent.**
3. **Cancellation - At binding, you commit to any provisions contained herein such as Minimum Earned Premiums. There are no flat cancellations allowed.**

Aug 08, 2025

RPS Submission #: 8134758A

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

Risk Placement Services, Inc.
Knowledge. Relationships. Trust. Confidence.

Retail Producer:
Shiraj Merchant
MyInsurancePal, LLC
9462 Narcoossee Rd
Orlando, FL 32827
Phone: (404) 433-8918
Fax: (407) 693-0801
Email: Roger@myinsurepal.com

INSURANCE BINDER

Binder Information

Insured Name:	Rajasekhar Ventrapragada; Saila Ventrapragada
Policy Period:	8/7/2025 to 8/7/2026
Insurance Carrier:	RLI Insurance Company NAIC #: 13056
Admitted / Non-Admitted:	Admitted
A. M. Best Rating:	A+ XIV

Physical Location

1425 Se 47th Street,
Ocala, FL 34480

Limits of Insurance

Coverage: Personal Excess/Umbrella

$1,000,000	Liability Limit
Rejected	Uninsured/Underinsured Motorists

Deductible Information

Coinsurance: %

Rating Information

Aug 08, 2025

RPS Submission #: 8134758A

Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

Premium Summary

Premium **$1,034.00**

Minimum Earned Premium: **10%**

(All applicable taxes and fees are Fully Earned unless otherwise specified.)
Fees:

Tax State (or home state): **FL**

The State Surplus Lines Notice applies only if Insurance Carrier is shown as Non-Admitted in the Binder Information Section.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY THE SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Albert Geraci
2400 E. Commercial Blvd., Ste. 728
Fort Lauderdale, FL 33308
P176271

SURPLUS LINES TAXES:

FIGA	**$10.00**
TOTAL	**$1,044.00**

Coverage Notes

Flat cancellation is not permitted. Minimum earned premium provision applies.

Forms / Endorsements

See attached Company Proposal for terms, conditions and exclusions.

Terms & Conditions

Please note, coverage and premium terms are subject to change or withdrawal pending review and underwriting approval of this additional information:

Subject to Fully Completed, Signed & Dated Application at time of Binding.
Coverage is excess of Underlying per Schedule

- This binder does not include all the terms, coverages, exclusions, limitations, conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

Aug 08, 2025 **RPS Submission #: 8134758A**

1752
Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

Directory of Pages

PV-1	Location & System Details
PV-2	Array Layout Details
PV-3	Installation Site Layout
PV-4	Rail Structural Details
PV-5	Strings Connection Details
PV-6	Electrical Connections Diagram
PV-7	Wall Mounting Details
PV-8	Electrical Calculations
PV-9	Notes
PV-10	Warning Labels
PV-11	Fire & Safety Plan
PV-12	Specifications Sheets Index
PV-13-PV-20	Data Sheets
PV-21-PV-22	Certificates

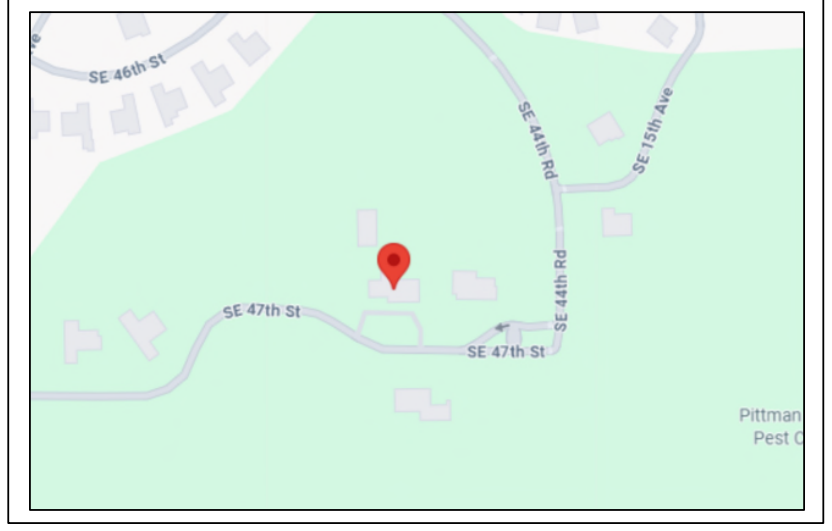
PROJECT DETAILS

PROPERTY OWNER	Sailaja Ventrapragada
PROPERTY ADDRESS	1425 SE 47TH St , Ocala , FL 34480
ZONING	RESIDENTIAL
USE & OCCUPANCY CLASSIFICATION	0103 - SINGLE FAM CLASS III
AHJ	Ocala , FL 34480
UTILITY COMPANY	Ocala Electric Utility (OEU)
METER S/N	-
SYSTEM TYPE	GRID TIED , UTILITY INTERACTIVE PV SYSTEM

CONTRACTOR INFORMATION

COMPANY	JM CONSTRUCTION GROUP LLC
LICENSE NUMBER	EC13012226
ADDRESS	532 S. ECON CIR, STE#160 OVIEDO , FL32765
PHONE NUMBER	(407) 607-4493

1 / P-1 STREET VIEW
SCALE : NTS



2 / P-2 LOCATION
SCALE : NTS

3 / P-3 AERIAL VIEW
SCALE : NTS

GOV. CODES

2023 FLORIDA BUILDING CODE - 8TH EDITION
2023 FLORIDA RESIDENTIAL CODE - 8TH EDITION 2020
2023 FLORIDA PLUMBING CODE - 8TH EDITION
2023 FLORIDA MECHANICAL CODE - 8TH EDITION
2023 FLORIDA FIRE PREVENTION CODE - 8TH EDITION
2020 NATIONAL ELECTRICAL CODE
ANY OTHER LOCAL AMENDMENTS

SYSTEM SUMMARY

(N) 84 - REC (450W) MODULES
(N) 84 - ENPHASE IQ8X MICRO-INVERTER
(N) 2 - ENPHASE COMBINER PANEL
(N) JUNCTION BOX
(E) 2X200A MAIN SERVICE PANELS
(N) 02-60A AC DISCONNECT

This item has been digitally signed and sealed by Javier A Llavona on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

I JAVIER A LLAVONA, PE #77363 AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM, ELECTRICAL COMPONENTS AND THE SELECTED MOUNTING TO STRUCTURE ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE FLORIDA BUILDING CODE (FBC) 2023 EDITION.

JAVIER A. LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

SCOPE OF WORK

THIS PROJECT INVOLVES THE INSTALLATION OF A PHOTOVOLTAIC POWER SYSTEM. SOLAR PANELS WILL BE RACKED USING A PRE ENGINEERED RACKING SYSTEM. THE RACKED MODULES WILL BE ELECTRICALLY CONNECTED WITH DC TO AC POWER INVERTER AND INTERCONNECTED TO THE LOCAL UTILITY USING MEANS AND METHODS CONSISTENT WITH THE RULES ENFORCED BY THE LOCAL UTILITY AND PERMITTING JURISDICTION.

SYSTEM SIZE : 37.80KW DC / 32.12 KW AC

THIS DOCUMENT HAS BEEN PREPARED FOR THE PURPOSE OF DESCRIBING THE DESIGN OF A PROPOSED PV SYSTEM WITH ENOUGH DETAIL TO DEMONSTRATE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS. THE DOCUMENT SHALL NOT BE RELIED UPON AS A SUBSTITUTE FOR FOLLOWING MANUFACTURER INSTALLATION INSTRUCTIONS. THE SYSTEM SHALL COMPLY WITH ALL MANUFACTURERS LISTING AND INSTALLATION INSTRUCTIONS, AS WELL AS ALL APPLICABLE CODES. NOTHING IN THIS DOCUMENT SHALL BE INTERPRETED IN A WAY THAT OVERRIDES THEM. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL CONDITIONS, DIMENSIONS, AND DETAILS IN THIS DOCUMENT.

DESIGN CRITERIA

ASHRAE XTRE LOW	1°C (34°F)
ASHRAE 2% HIGH	34°C (93°F)
CLIMATE DATA SCE	OCALA CLEAR
WIND SPEED	140 MPH (ASCE7-22)
RISK CATEGORY	II
WIND EXPOSURE CATEGORY	B
ASHRAE XTRE LOW	0 PSF
ROOF COVERING	SHINGLES
S/b ROOF SLOPE	<27°
ROOF HEIGHT	TOTAL HEIGHT < 45FT

Drawn by: I. Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

PRIME GREEN SOLUTIONS
L15000107184
532 S. ECON CIR, STE 160
Oviedo, FL 32765
Cell: 407-607-4493
E-Mail: Saqr@primegsol.com
www.Primegsol.com

JM Construction Group LLC dba PRIME Green Solution
www.primegsol.com
532 S. ECON CIR, STE #160
OVIEDO , FL 32765

PRIME GREEN SOLUTIONS

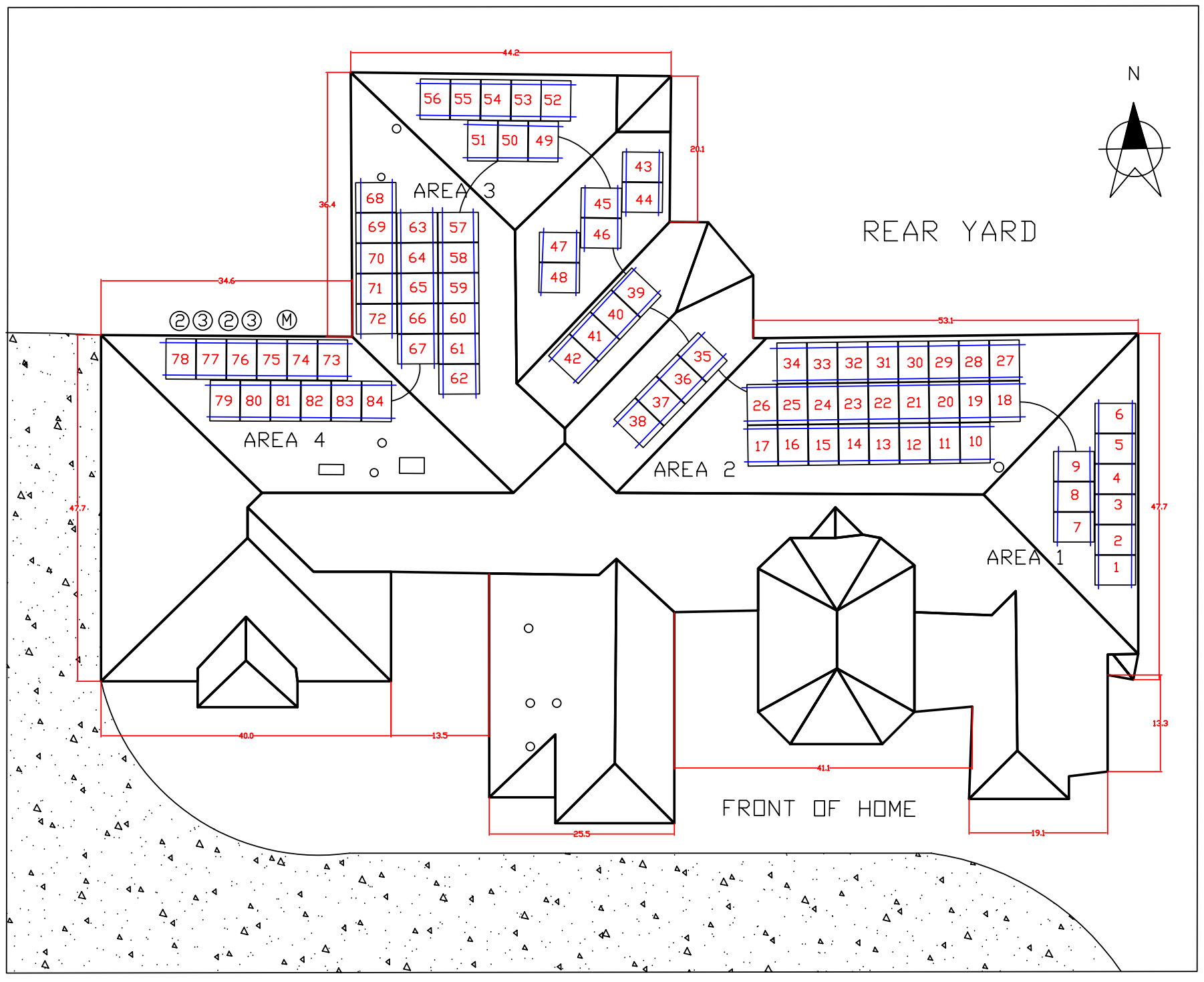
Client : Sailaja Ventrapragada
Project Name : Sailaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Location and System Details

PV-1

CONTRACT# ELE/250982

This item has been digitally signed and sealed by Javier A Llavona on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

I CERTIFY THAT THE FRAMING OF THIS STRUCTURE WILL SAFELY ACCOMMODATE CALCULATED WIND UPLIFT AND LATERAL FORCES AND EQUIPMENT DEAD LOADS. THIS IS ATTESTED TO BY MY SIGNATURE AND SEAL ON THIS DRAWING.



ARRAY AREA & ROOF AREA CALC'S

ROOF	# OF MODULE	ARRAY AREA (SQF)	ROOF AREA (SQF)	ROOF AREA COVERED BY ARRAY (%)
#1	9	187.11	470.37	39.77
#2	33	686.07	1728.00	39.70
#3	30	623.7	1732.00	36.01
#3	12	249.48	770.00	32.4

Ⓜ UTILITY METER

① (E) 2X200A MAIN SERVICE PANELS

② 60A LOCKABLE, LABELED AC DISCONNECT

③ ENPHASE COMBINER PANEL

JB JUNCTION BOX (TYP.)

— EMT CONDUIT ¾″

REC (450 W)

— UNIRAC RAIL

JAVIER A LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

Drawn by: I Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

PRIME GREEN SOLUTIONS
L15000107184
532 S. ECON CIR, STE 160
Oviedo, FL 32765
Cell: 407-607-4493
E-Mail: Saqr@primegsol.com
www.Primegsol.com

JM Construction Group LLC dba PRIME Green Solution
www.primegsol.com
532 S. ECON CIR, STE #160
OVIEDO , FL 32765

PRIME GREEN SOLUTIONS

Client : Salaja Ventrapragada
Project Name : Salaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Installation Site layout

PV-3

1753
Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A
CONTRACT# ELE/250982

SYSTEM SIZE : 84 X 450W = 37.80 kW DC
SYSTEM SIZE : 32.12 kW AC

PV SYSTEM
ELECTRICAL CONNECTION DIAGRAM

This item has been digitally signed and sealed by Javier A Llavona on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

I JAVIER A LLAVONA, PE #77363 AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM, ELECTRICAL COMPONENTS AND THE SELECTED MOUNTING TO STRUCTURE ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE FLORIDA BUILDING CODE (FBC) 2023 EDITION.

JAVIER A LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

Solar Panel String #1
, 11 REC450AA PURE-RX,
450-watt modules wired as a single series string.
(with ENPHASE IQ8X-80-M-US MICRO-INVERTER).

MICRO-INV. × 5
REC MODULE NO. 11
REC MODULE NO. 4
REC MODULE NO. 3
REC MODULE NO. 2
REC MODULE NO. 1

Solar Panel String #2 , 10 MODULES
Solar Panel String #3 , 11 MODULES
Solar Panel String #4 , 10 MODULES

PV Source Circuites
#10 AWG CU
PV WIRE in free air , or
XHHW-2 in conduit.
w/#8 AWG CU Ground

At Optimized Vpm (400V) &
Max Optimized Amps (15.0A) &
1.5% volt drop or Less ,
#12 AWG CU ok up to 101 feet.
0.75" EMT conduit recommended

20A
20A
20A
20A
15A
IQ ENVOY
M

Locally - supplied NEMA 3R J-Box.
for combining & conversion from PV WIRE at solar array to XHHW-2

(N) MAX. 80A COMBINER PANEL
ENPHASE IQ COMBINER
X-IQ- AM1-240-5 64A/240V

60A AC Disconnect
Lockable, visible,
60A Fused EATON

#6 AWG CU
L1+L2+N
#8 AWG GND

AC Output
#4 AWG CU
Installer-determined AC Wire in conduit
W/#8 AWG CU ground.
80A max output
ampacity required .
@1.5%vd #4 AWG CU ok up to 70 ft
3/4" EMT conduit recommended

#6 AWG CU
L1+L2+N

LINE SIDE TAPPING

Utility Grid
Split-Phase
120/240Vac

L1 L2 N

Bi-Directional
Utility Meter

EXISTING
MAIN METER
240 / 120

L L N

LINE TAP

200A

PANEL A
LOC. INSIDE
GARAGE
(EXISTING)

Solar Panel String #5
, 11 REC450AA PURE-RX,
450-watt modules wired as a single series string.
(with ENPHASE IQ8X-80-M-US MICRO-INVERTER).

MICRO-INV. × 5
REC MODULE NO. 11
REC MODULE NO. 4
REC MODULE NO. 3
REC MODULE NO. 2
REC MODULE NO. 1

Solar Panel String #6 , 11 MODULES
Solar Panel String #7 , 10 MODULES
Solar Panel String #8 , 10 MODULES

PV Source Circuites
#10 AWG CU
PV WIRE in free air , or
XHHW-2 in conduit.
w/#8 AWG CU Ground

20A
20A
20A
20A
15A
IQ ENVOY
M

(N) MAX. 80A COMBINER PANEL
ENPHASE IQ COMBINER
X-IQ- AM1-240-5 64A/240V
CONTINUOUS,
PROTECTION MAX 80A BREAKER
ON SOLAR OUTPUT;
WITH 10 KAIC CIRCUIT BREAKERS

#6 AWG CU
L1+L2+N
#8 AWG GND

LINE SIDE TAPPING

#6 AWG CU
L1+L2+N

LINE TAP

200A

PANEL B
LOC. INSIDE
GARAGE
(EXISTING)

EXISTING GROUND ELECTRODE

EXISTING GROUND ELECTRODE

Solar Module Specs:
Make = REC
Model = REC450AA Pure-RX
Cells = 80
Pm = 450W
Voc = 48.9Vdc
Vpm = 42.4Vdc
Isc = 10.14A
Ipm = 9.56A
Tolerance : 0~/+5w
Max Volts : 1000Vdc
Series Fuse : 25A

Power Box Specs :
ENPHASE IQ8X-80-M-US (80 cell modules)
Rated DC Input 440W
Max Input Volts 79.5Vdc
MPPT Range 8-80V
Max Output Amps 1.58A
Output Voltage per PV String 240 VAC

Notes :

* Installing dealer is responsible for correct selection and use of all equipment and materials .
*Conductor size provided includes ambient temperature adjustment only. Additional derating may be needed based on actual conditions of use; conduit fill, conduit location, etc.
*Wire ampacity is based on NEC 2020 75°C copper conductor tables at average highest temperature (due to typical device terminal max. temperature ratings).
*All inverters are required W/ internal rapid shutdown system as per NEC 690.12.
*All lines to have terminator and sealing cap insulated as per manufacturer's specifications.

Drawn by: I. Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

PRIME GREEN SOLUTIONS
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JM Construction Group LLC
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OVIEDO , FL 32765

PRIME GREEN SOLUTIONS

Client : Sallaja Ventrapragada
Project Name : Sallaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Electrical Connections Diagram

PV-6

CONTRACT# ELE/250982

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1754

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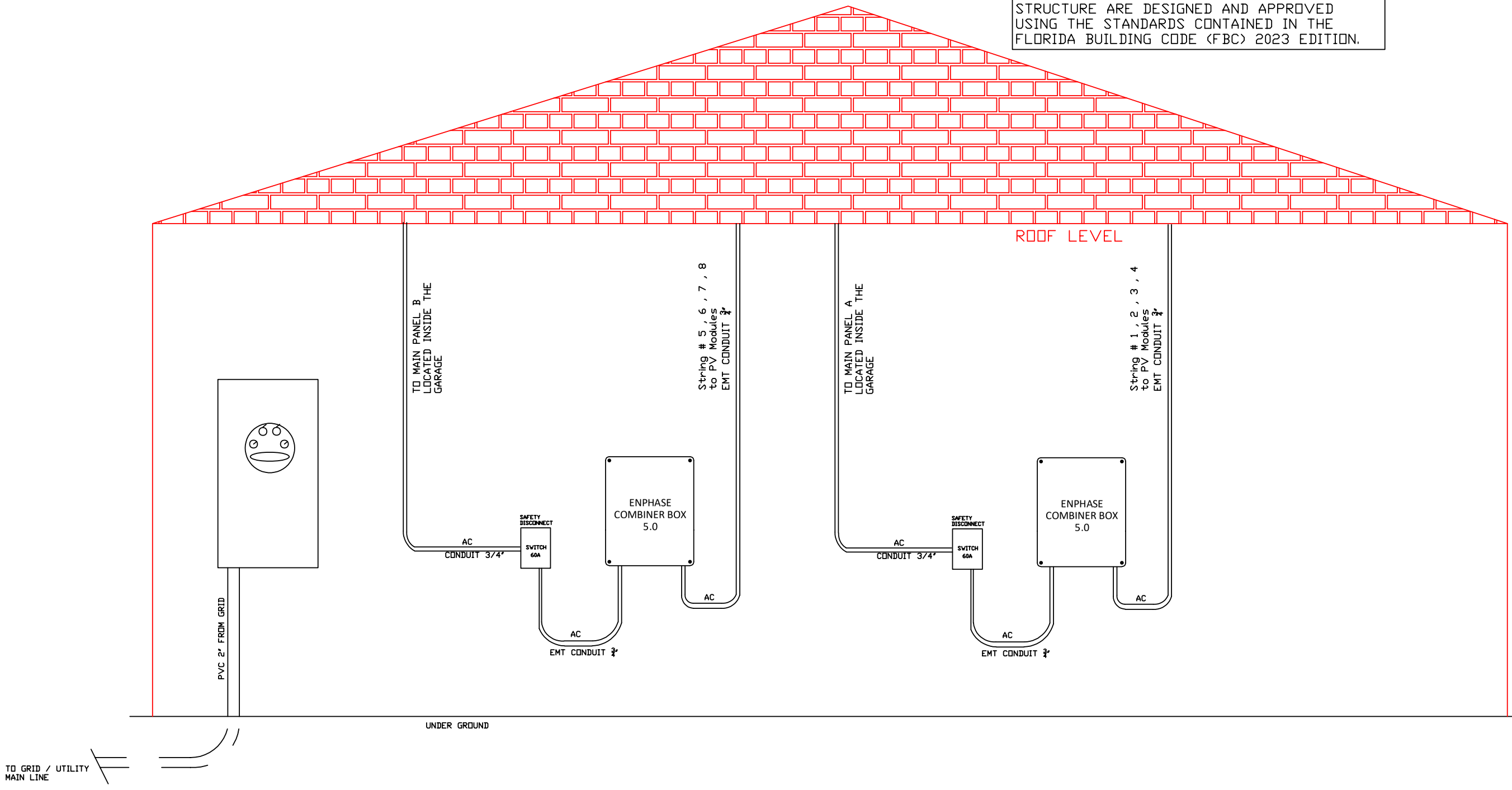
I JAVIER A LLAVONA, PE #77363 AN ENGINEER LICENSED PURSUANT TO CHAPTER 471, CERTIFY THAT THE PV ELECTRICAL SYSTEM, ELECTRICAL COMPONENTS AND THE SELECTED MOUNTING TO STRUCTURE ARE DESIGNED AND APPROVED USING THE STANDARDS CONTAINED IN THE FLORIDA BUILDING CODE (FBC) 2023 EDITION.



Notes
* Final Arrangements are subject to site conditions and complying with Electrical code.
* Electrical wires running in EMT Conduits and Pipes and hanging wall with proper clips .

JAVIER A LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

Drawn by: I. Saqr
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PRIME GREEN SOLUTIONS

Client : Sailaja Ventrapragada
Project Name : Sailaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Wall Mounting Details

PV-7

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CONTRACT# ELE/250982

1756
Docusign Envelope ID: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A

BILL OF MATERIALS

EQUIPMENT	QTY	DESCRIPTION
SOLAR PV MODULE	84	REC SOLAR ALPHA PURE (450W) MODULES
PANELS	02	ENPHASE COMBINER PANEL 5.0
OPTIMIZER	84	ENPHASE MICRO-INVERTER IQ8X
JUNCTION BOX	01	WEATHER PROOF JUNCTION BOX
AC DISCONNECT	02	AC DISCONNECT 60A FUSED, WITH 100A/2P , 240V NEMA 3R, UL LISTED,

SOLAR MODULE SPECIFICATIONS

MANUFACTURER / MODEL #	REC ALPHA PURE (450W) MODULES
VMP	42.40
IMP	9.56
VOC	48.9
ISC	10.14
MODULE DIMENSION	70.7"L x 40.01"W x 1.57"D (In Inch)

INVERTER SPECIFICATION

MANUFACTURER / MODEL #	ENPHASE IQ8X MICROINVERTER
NOMINAL AC POWER	380W
NOMINAL OUTPUT VOLTAGE	240 VAC
NOMINAL OUTPUT CURRENT	1.58A

AMBIENT TEMPERATURE SPECS

WEATHER STATION: OCALA EXECUTIVE AP

RECORD LOW TEMP	1°
AMBIENT TEMP (HIGH TEMP 2%)	34°
CONDUIT HEIGHT	0.5"
ROOF TOP TEMP	67°
CONDUCTOR TEMPERATURE RATE	90°
MODULE TEMPERATURE COEFFICIENT OF Voc	-0.26%/°C

PERCENT OF VALUES	NUMBER OF CURRENT CARRYING CONDUCTORS IN EMT
.80	4-6
.70	7-9
.50	10-20

PERCENT OF VALUES	NUMBER OF CURRENT CARRYING CONDUCTORS IN EMT
.80	4-6
.70	7-9
.50	10-20

INVERTERS SPECIFICATIONS

ENPHASE	IQ8X MICROINVERTER
DC INPUT POWER	235-440W

ELECTRICAL NOTES

1.) ALL EQUIPMENT TO BE LISTED BY UL OR OTHER NRTL, AND LABELED FOR ITS APPLICATION.
2.) ALL CONDUCTORS SHALL BE COPPER, RATED FOR 600 V AND 90 DEGREE C WET ENVIRONMENT.
3.) WIRING, CONDUIT, AND RACEWAYS MOUNTED ON ROOFTOPS SHALL BE ROUTED DIRECTLY TO, AND LOCATED AS CLOSE AS POSSIBLE TO THE NEAREST RIDGE, HIP, OR VALLEY.
4.) WORKING CLEARANCES AROUND ALL NEW AND EXISTING ELECTRICAL EQUIPMENT SHALL COMPLY WITH NEC 110.26.
5.) DRAWINGS INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS. CONTRACTOR SHALL FURNISH ALL NECESSARY OUTLETS, SUPPORTS, FITTINGS AND ACCESSORIES TO FULFILL APPLICABLE CODES AND STANDARDS.
6.) WHERE SIZES OF JUNCTION BOXES, RACEWAYS, AND CONDUITS ARE NOT SPECIFIED, THE CONTRACTOR SHALL SIZE THEM ACCORDINGLY.
7.) ALL WIRE TERMINATIONS SHALL BE APPROPRIATELY LABELED AND READILY VISIBLE.
8.) MODULE GROUNDING CLIPS TO BE INSTALLED BETWEEN MODULE FRAME AND MODULE SUPPORT RAIL, PER THE GROUNDING CLIP MANUFACTURER'S INSTRUCTION.
9.) MODULE SUPPORT RAIL TO BE BONDED TO CONTINUOUS COPPER G.E.C. VIA WEEB LUG OR ILSCO GBL-4DBT LAY-IN LUG.
10.) THE POLARITY OF THE GROUNDED CONDUCTORS IS NEGATIVE

AC CONDUCTOR AMPACITY CALCULATIONS:

ARRAY TO JUNCTION BOX

EXPECTED WIRE TEMP (In Celsius)	34°
TEMP. CORRECTION PER TABLE 310.15(B)(2)(a)	0.96
NO. OF CURRENT CARRYING CONDUCTORS	4
CONDUIT FILL CORRECTION PER NEC 310.15(B)(3)(a)	0.80
CIRCUIT CONDUCTOR SIZE	10 AWG
CIRCUIT CONDUCTOR AMPACITY	40A
REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(A&B)	18.75A
1.25 X MAX. DC OUTPUT CURRENT	
DERATED AMPACITY OF CIRCUIT CONDUCTOR PER NEC 310.15(B)(2)(a)	30.72A
TEMP. CORRECTION PER TABLE 310.15(B)(2)(a) X 30.72A CONDUIT FILL CORRECTION PER NEC 310.15(B)(3)(a) X CIRCUIT CONDUCTOR AMPACITY	
RESULT SHOULD BE GREATER THAN (18.75A) OTHERWISE LESS THE ENTRY FOR CIRCUIT CONDUCTOR SIZE AND AMPACITY	

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AC CONDUCTOR AMPACITY CALCULATIONS:

JUNCTION BOX TO COMBINER BOX

AMBIENT TEMPERATURE ADJUSTMENT FOR EXPOSED CONDUIT PER NEC 310.15(B)(3)(c)	33
EXPECTED WIRE TEMP (In Celsius)	34°+33=67°
TEMP. CORRECTION PER TABLE 310.15(B)(2)(a)	0.58
NO. OF CURRENT CARRYING CONDUCTORS	4
CONDUIT FILL CORRECTION PER NEC 310.15(B)(3)(a)	0.80
CIRCUIT CONDUCTOR SIZE	10 AWG
CIRCUIT CONDUCTOR AMPACITY	40A
REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(A&B)	18.75A
1.25 X MAX. DC OUTPUT CURRENT	
DERATED AMPACITY OF CIRCUIT CONDUCTOR PER NEC 310.15(B)(2)(a)	30.72A
TEMP. CORRECTION PER TABLE 310.15(B)(2)(a) X 30.72A CONDUIT FILL CORRECTION PER NEC 310.15(B)(3)(a) X CIRCUIT CONDUCTOR AMPACITY	
RESULT SHOULD BE GREATER THAN (18.75A) OTHERWISE LESS THE ENTRY FOR CIRCUIT CONDUCTOR SIZE AND AMPACITY	

JAVIER A LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

Drawn by: I Saqr
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OVIEDO, FL 32765

PRIME GREEN SOLUTIONS

Client : Sailaja Ventrapragada
Project Name : Sailaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Electrical Calculations

PV-8

CONTRACT# ELE/250982

MODULE SPECIFICATIONS		
MODULE MAKE	REC	
MODULE MODEL	REC450AA PURE-RX	
FSEC CERTIFICATION #	UL1703,IEC 61215, IEC 61730 IEC 62804 (PID), IEC 62716	
P MAX. (STC)	450	W
VOC (STC)	48.9	V
VMPP (STC)	42.40	V
ISC (STC)	10.14	A
IMPP (STC)	9.56	A
NOCT	42.0	C
TC ISC	0.03	%/C
TC VOC	-0.2600	%/C
TC PMPP	-0.3400	%/C
OPERATING TEMP.	-40-+85	C

INVERTER SPECIFICATIONS		
INVERTER MAKE	ENPHASE	
INVERTER MODEL	IQ8X-80-M-US	
MAX. AC POWER OUTPUT	380	VA
MAX. INPUT VOLTAGE	30-45	V
NOM. DC VOLTAGE @ 240V	235-440	V
NOM. AC VOLTAGE	16-58	V
MAX. CONTINUOUS OUTPUT CURRENT	15	A
MAX. DC CURRENT	11	A
MAX. DC POWER (STC)	440	W
CEC EFFICIENCY	99.0	%

ADDITIONAL NOTES:

1. ALL WORK TO MEET OR EXCEED NEC 2017/2020 REQUIREMENTS.

2. ALL ASPECTS OF THE ELECTRICAL WORK REQUIRED TO COMPLETE THE PROJECT PRESENTED IN THIS DOCUMENT SHALL COMPLY WITH MANUFACTURERS RECOMMENDATIONS, SPECIFICATIONS AND COMPLY WITH ALL CODES, STATUTES AND STANDARDS ADOPTED BY THE STATE AND THE LOCAL AUTHORITY HAVING JURISDICTION.

3. ROOFTOP JUNCTION BOX (IF REQUIRED) MUST BE MINIMUM NEMA 3R UL LISTED ENCLOSURE. FREE AIR CONDUCTORS MUST BE INSTALLED IN RACEWAY OR GUARDED, IF READILY ACCESSIBLE AS PER NEC 690.31(A).

4. THE FOLLOWING LABEL IS REQUIRED ON METER CAN AND PANEL BOARD: "WARNING: DUAL POWER SUPPLY. SOURCES: UTILITY GRID AND PV POWER SOURCE ELECTRIC SYSTEM"AS PER NEC 705.12(D)(3).

5. THE PV AC DISCONNECTING MEANS SHALL BE MARKED TO IDENTIFY AS THE: "PV SYSTEM DISCONNECT"AS PER NEC 690.13(B)

6. "PHOTOVOLTAIC SYSTEM EQUIPPED WITH RAPID SHUTDOWN"LABEL REQUIRED ON PV SYSTEM DISCONNECT MEANS AS PER NEC 690.12(4) & 690.56(C).

7. "WARNING: ELECTRIC SHOCK HAZARD. DO NOT TOUCH TERMINALS. TERMINALS ON BOTH THE LINE AND LOAD SIDE MAY BE ENERGIZED IN THE OPEN POSITION." REQUIRED ON PV SYSTEM DISCONNECTING MEANS AS PER NEC 690.17(E).

8. ALL WARNING SIGNS OR LABELS SHALL COMPLY WITH NEC 110.21(B).

10. ALL COMPONENTS TO BE GROUNDED AS PER NEC 690.43.

11. EACH MODULE TO BE GROUNDED USING THE SUPPLIED CONNECTION POINT PER MANUFACTURER'S REQUIREMENTS. ALL SOLAR MODULES, EQUIPMENT, AND METALLIC COMPONENTS ARE TO BE BONDED.

12. ALL PLAQUES AND SIGNAGE REQUIRED BY THE LATEST EDITION OF NATIONAL ELECTRICAL CODE. LABEL SHALL BE PLASTIC, ENGRAVED OR MACHINE PRINTED IN A CONTRASTING COLOR TO THE PLAQUE. PLAQUE SHALL BE UV RESISTANT IF EXPOSED TO SUNLIGHT.

13. DC CONDUCTORS SHALL BE RUN IN EMT AND SHALL BE LABELED, "CAUTION DC CIRCUIT" OR EQUIV. EVERY 10 FT.

14. EXPOSED NON-CURRENT CARRYING METAL PARTS OF ELECTRICAL EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH 250.134 OR 250.136(A).

15. CONFIRM LINE SIDE VOLTAGE AT ELECTRIC UTILITY SERVICE PRIOR TO CONNECTING INVERTER. VERIFY SERVICE VOLTAGE IS WITHIN INVERTER VOLTAGE OPERATIONAL RANGE.

16. OUTDOOR EQUIPMENT SHALL BE NEMA-3R RATED OR BETTER.

17. ELECTRICAL CONTRACTOR TO PROVIDE CONDUIT EXPANSION JOINTS AND ANCHOR CONDUIT RUNS AS REQUIRED PER NEC.

18. ALL WIRING MUST BE PROPERLY SUPPORTED BY DEVICES OR MECHANICAL MEANS DESIGNED AND LISTED FOR SUCH USE, AND FOR ROOF-MOUNTED SYSTEMS, WIRING MUST BE PERMANENTLY AND COMPLETELY HELP OFF OF THE ROOF SURFACE. NEC 110.2 - 110.4 / 300.4

19. ALL ROOF PENETRATIONS MUST BE FLASHED. SIMPLY CAULKING DOES NOT SUFFICE.

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JAVIER A LLAVONA LICENSE No. 77363 STATE OF FLORIDA PROFESSIONAL ENGINEER

Drawn by: I. Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

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OVIEDO , FL 32765

PRIME GREEN SOLUTIONS

Client : Salaja Ventrapragada
Project Name : Salaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Notes

PV-9

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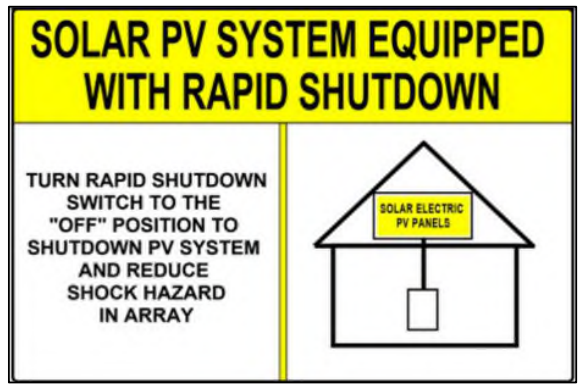
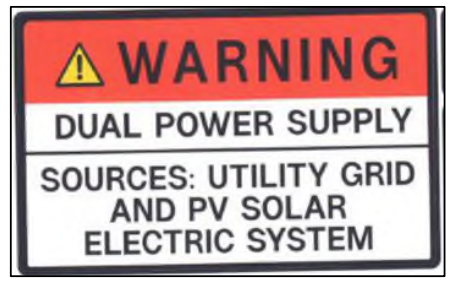
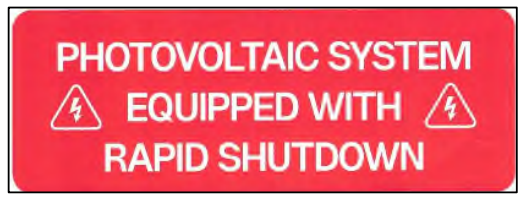
CONTRACT# ELE/250682

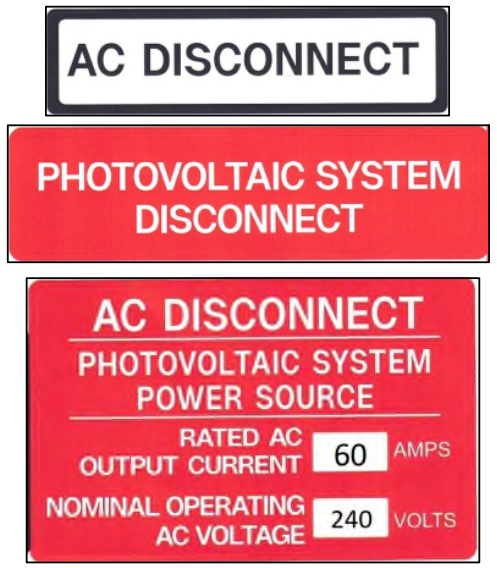
COMBINER BOX



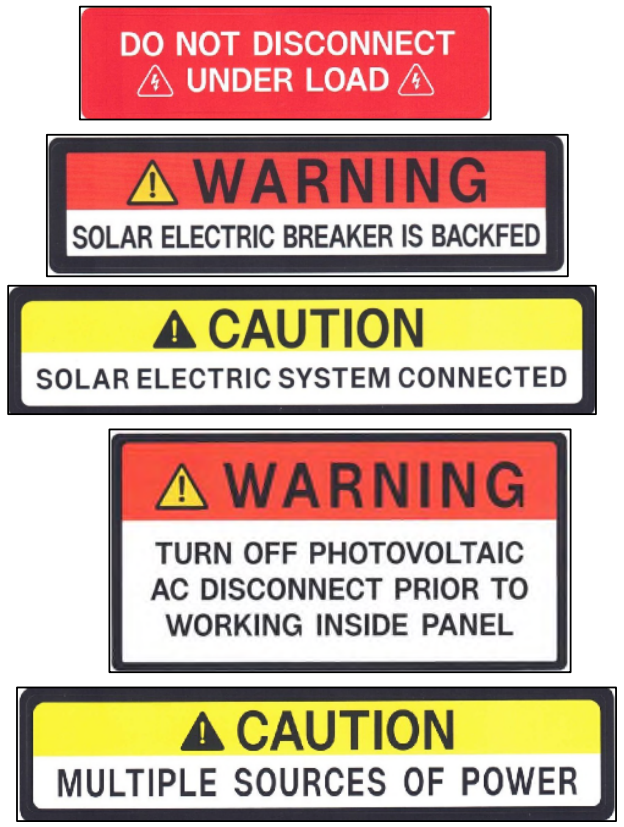




AC DISCONNECT

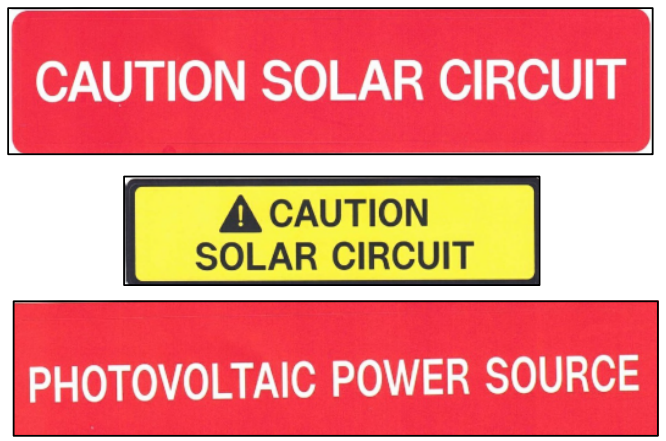


ELECTRICAL PANEL



KWH METER

PIPE & CONDUITS



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Client : Salaja Ventrapragada
Project Name : Salaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Warning Labels

PV-10

CONTRACT# ELE/250982

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1759

SOLAR'S MOST TRUSTED

REC

REC ALPHA® PURE-RX SERIES

DATASHEET

450 - 470W
HETEROJUNCTION TECHNOLOGY

22.6% EFFICIENCY
>92% POWER IN YEAR 25
-0.24%/K TEMPERATURE COEFFICIENT OF P_{MAX}

PRODUCT REC 25 YEAR PRODUCT WARRANTY PERFORMANCE

ELIGIBLE

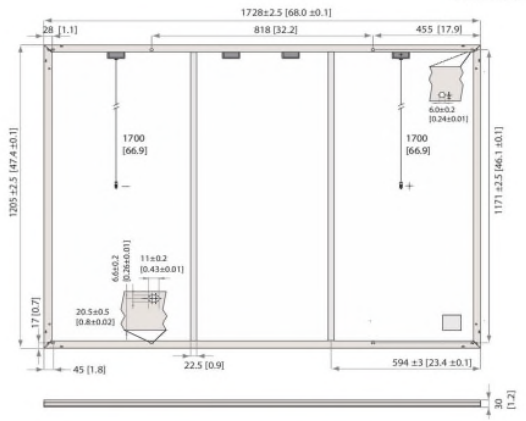
REC ALPHA® PURE-RX SERIES
DATASHEET

SOLAR'S MOST TRUSTED

GENERAL DATA

Cell Type	88 half-cut bifacial REC heterojunction cells, with gapless technology
Glass	0.13 in solar glass with anti-reflective surface treatment in accordance with EN12150
Backsheet	Highly resistant polymer (Black)
Frame	Anodized aluminum (Black)
Junction Box	4-part, 4 bypass diodes, IP68 rated, in accordance with IEC 62790:2020
Connectors	Stäubli MC4 PV-KBT4/KST4 (12 AWG) in accordance with IEC 62852:2014, IP68 only when connected
Cable	12 AWG solar cable, 66.9 in (1.70 m) + 66.9 in (1.70 m) in accordance with EN50618:2014
Dimensions	68.0 x 47.4 x 1.2 in (22.4 ft²) / 1728 x 1205 x 30 mm (2.08 m²)
Weight	50.0 lb / 22.7 kg
Origin	Made in Singapore

Measurements in [inches] and mm



Specifications subject to change without notice.

ELECTRICAL DATA

	PRODUCT CODE*: RECXXXAA PURE-RX		
STC			
Power Output - P_{MAX} (WP)	450	460	470
Watt Class Sorting - (W)	0/+10	0/+10	0/+10
Nominal Power Voltage - V_{MPP} (V)	54.3	54.9	55.4
Nominal Power Current - I_{MPP} (A)	8.29	8.38	8.49
Open Circuit Voltage - V_{OC} (V)	65.6	65.8	65.9
Short Circuit Current - I_{SC} (A)	8.81	8.88	8.95
Power Density (W/ft²)	20.1	20.5	21.0
Panel Efficiency (%)	21.6	22.1	22.6
NMOT			
Power Output - P_{MAX} (W_p)	343	350	358
Nominal Power Voltage - V_{MPP} (V)	51.2	51.7	52.2
Nominal Power Current - I_{MPP} (A)	6.70	6.77	6.86
Open Circuit Voltage - V_{OC} (V)	61.8	62.0	62.1

Values at standard test conditions (STC: air mass AM 1.5, irradiance 1000 W/m², temperature 25°C), based on a production spread with a tolerance of P_{MAX}, V_{OC} & I_{SC} ±3% within one watt class. Nominal module operating temperature (NMOT: air mass AM 1.5, irradiance 800 W/m², temperature 20°C, windspeed 1 m/s). *Where xxx indicates the nominal power class (P_{MAX}) at STC above.

MODULE RATINGS

Module Operating Temperature [T98]§	158°F (70°C)
Min. Environmental Temperature	-40°F (-40°C)
System Voltage	1000 V
Maximum Test Load (4 Point Mounting, Front)*	+7000 Pa (1.02 lbs/in²)
Maximum Test Load (4 Point Mounting, Rear)*	-4000 Pa (0.58 lbs/in²)
Maximum Test Load (6 Point Mounting, Front)**	+8000 Pa (1.16 lbs/in²)
Maximum Test Load (6 Point Mounting, Rear)**	-6000 Pa (0.87 lbs/in²)
Max Series Fuse Rating	25 A
Max Reverse Current	25 A

Design load = Test load / 1.5 (safety factor)
§ 98th percentile operating temperature
* IEC61730/UL61730 certified. Refer to installation manual.
** Internal testing. Refer to installation manual.

TEMPERATURE RATINGS*

Nominal Module Operating Temperature	44 ± 2°C
Temperature coefficient of P_{MAX}	-0.24%/K
Temperature coefficient of V_{OC}	-0.24%/K
Temperature coefficient of I_{SC}	0.04%/K

*The temperature coefficients stated are linear values

DELIVERY INFORMATION

Panels per Pallet	33
Panels per 40 ft GP/high cube container	594 (18 Pallets)
Panels per 53 ft truck	792 (24 Pallets)

Available from:

Founded in 1996, REC Group is an international pioneering solar energy company dedicated to empowering consumers with clean, affordable solar power. As Solar's Most Trusted, REC is committed to high quality, innovation, and a low carbon footprint in the solar materials and solar panels it manufactures. Headquartered in Norway with operational headquarters in Singapore, REC also has regional hubs in North America, Europe, and Asia-Pacific.

CERTIFICATIONS

ISO 14001; ISO9001; IEC45001; IEC62941	
IEC 61215-2021;IEC 61730:2023;UL 61730	
ISO 11925-2	Ignitability (EN 13501-1 Class E)
IEC 62716	Ammonia Resistance
IEC 61701	Salt Mist (SM6)
IEC 61215:2016	Hailstone (35mm)
UL 61730	Fire Type 2

Intertek

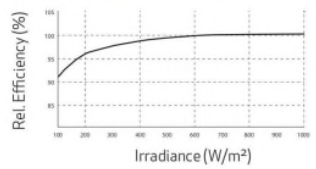
WARRANTY

	Standard	REC ProTrust	
Installed by an REC Certified Professional	No	Yes	Yes
System Size	All	<25 kW	25-500 kW
Product Warranty (yrs)	20	25	25
Power Warranty (yrs)	25	25	25
Labor Warranty (yrs)	0	25	10
Power in Year 1	98%	98%	98%
Annual Degradation	0.25%	0.25%	0.25%
Power in Year 25	92%	92%	92%

REC ProTrust Warranty applies only for i) REC panels installed by an REC Certified Solar Professional, and ii) panels have been registered by the installer with REC. Subject to System Size and further conditions. See www.recgroup.com for details.

LOW LIGHT BEHAVIOR

Typical low irradiance performance of module at STC:



REC Solar PTE. LTD.
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Singapore 637312
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REC

REF: PM-05-12-06-REV-4.3/BUL.EN12.2024

JAVIER A LLAVONA
LICENSE
No. 77363
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Drawn by: I Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

PRIME GREEN SOLUTIONS
L15000107184
532 S. ECON CIR, STE 160
Oviedo, FL 32765
407-607-4493
E-Mail: Saqr@primegsol.com
www.Primegsol.com

JM Construction Group LLC
dba PRIME Green Solution
www.primegsol.com
532 S. ECON CIR, STE #160
OVIEDO , FL 32765

PRIME GREEN SOLUTIONS

Client : Sallaja Ventrapragada
Project Name : Sallaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Module Data Sheet

PV-13

CONTRACT# ELE/250982

ENPHASE

NORTH AMERICA | DATA SHEET

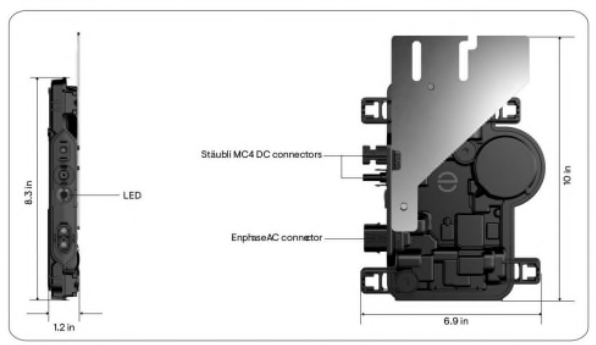
IQ8X Microinverter

Our newest IQ8 Series Microinverters[1, 2, 3] are the industry's first microgrid-forming[4], software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. IQ8X Microinverter is the latest addition to this family, designed to support PV modules with high output DC voltage and cell counts, such as 80-half-cut cells, 88-half-cut cells, and 96-cells.

Enphase 25 year limited warranty

UL CERTIFIED

Key specifications	IQ8X-80-M-US/ IQ8X-80-M-DOM-US @ 240 V	IQ8X-80-M-US/ IQ8X-80-M-DOM-US @ 208 V
Peak output power	384 VA	366 VA
Nominal grid voltage (L-L)	240 V, split-phase (L-L), 180°	208 V, single-phase (L-L), 120°
Nominal frequency	60 Hz	60 Hz
CEC weighted efficiency	96.5%	96.5%
Maximum input DC voltage	79.5 V	79.5 V
MPPT voltage range	43–60 V	43–60 V
Maximum module I_{sc}	13 A	13 A
Ambient temperature range	–40°C to 65°C (–40°F to 149°F)	



[1] IQ8 Series Microinverters can be added to existing IQ7 systems on the same IQ Gateway only in the following grid-tied configurations: Solar Only or Solar + Battery (IQ Battery 3T/10T and IQ Battery 5P) without backup.
[2] IQ7 Series Microinverters cannot be added to a site with existing IQ8 Series Microinverters on the same gateway. Mixed system of IQ7 and IQ8 will not support IQ8-specific PCS features and grid-forming capabilities.
[3] IQ Microinverters ship with default settings that meet North America's IEEE 1547 interconnection standard requirements. Region-specific adjustments may be requested by an Authority Having Jurisdiction (AHJ) or utility representative, according to the IEEE 1547 interconnection standard. An IQ Gateway is required to make these changes during installation.
[4] Meets UL 1741 only when installed with IQ System Controller 2 or 3.

Simple

- Lightweight and compact with plug-and-play connectors
- Power line communication (PLC) between components
- Faster installation with simple two-wire cabling

Reliable

- Produces power even when the grid is down[4]
- More than one million cumulative hours of testing
- Industry-leading limited warranty of up to 25 years
- Class II double-insulated enclosure
- Optimized for the latest high-powered PV modules

Microgrid-forming

- Complies with the latest advanced grid support
- Remote automatic updates for the latest grid requirements
- Configurable to support a wide range of grid profiles
- Meets CA Rule 21 (UL 1741-SA) and IEEE 1547:2018 (UL 1741-SB 3rd Ed.)

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Input data (DC)	Units	IQ8X-80-M-US/IQ8X-80-M-DOM-US @ 240 V	IQ8X-80-M-US/IQ8X-80-M-DOM-US[5] @ 208 V
Commonly used module pairings[6]	W	320–540	
Module compatibility	–	To meet compatibility, PV modules must be within the following maximum input DC voltage and maximum module I_{sc}. Module compatibility can be checked at https://enphase.com/installers/microinverters/calculator.	
MPPT voltage range	V	43–60	
Operating range	V	25–79.5	
Minimum/Maximum start voltage	V	30–79.5	
Maximum input DC voltage	V	79.5	
Maximum continuous input DC current	A	10	
Maximum input DC short-circuit current	A	16	
Maximum module I_{sc}	A	13	
Overvoltage class DC port	–	II	
DC port backfeed current	mA	0	
PV array configuration	–	Ungrounded array; no additional DC side protection required; AC side protection requires a maximum of 20 A per branch circuit	

Output data (AC)	Units	IQ8X-80-M-US/IQ8X-80-M-DOM-US @ 240 V	IQ8X-80-M-US/IQ8X-80-M-DOM-US[5] @ 208 V
Peak output power	VA	384	366
Maximum continuous output power	VA	380	360
Nominal voltage (L-L)	V	240, split-phase (L-L), 180°	208, single-phase (L-L), 120°[7]
Minimum and maximum grid voltage[8]	V	211–264	183–229
Maximum continuous output current	A	1.58	1.73
Nominal frequency	Hz	60	
Extended frequency range	Hz	47–68	
AC short-circuit fault current over three cycles	A_{rms}	2.70	
Maximum units per 20 A (L-L) branch circuit[9]	–	10	9
Total harmonic distortion	%	<5	
Overvoltage class AC port	–	III	
AC port backfeed current	mA	18	
Power factor setting	–	1.0	
Grid-tied power factor (adjustable)	–	0.85 leading ... 0.85 lagging	
Peak efficiency	%	97.3	97.0
CEC weighted efficiency	%	96.5	96.5
Nighttime power consumption	mW	26	12

[5] IQ8X-80-M-DOM-US is made in the U.S., and the PCBA, electrical parts, and enclosure are domestically manufactured to meet the eligibility requirements to be considered for the ITC domestic content bonus adder.
[6] No enforced DC/AC ratio.
[7] IQ8X is not certified for use with Enphase Three Phase Network Protection Relay (NPR-3P-208-NA) and is, therefore, designed for single-phase operation only. Check with the local utility requirements if you wish to install single-phase inverters across three phases.
[8] Nominal voltage range can be extended beyond nominal if required by the utility.
[9] Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

JAVIER A LLAVONA
LICENSE
No. 77363
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Drawn by: I. Saqr
Date : 7/26/2025
Scale : As Noted
Job No : 3115

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JM Construction Group LLC
dba PRIME Green Solution
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532 S. ECON CIR, STE #160
OVIEDO , FL 32765

PRIME GREEN SOLUTIONS

Client : Salaja Ventrapragada
Project Name : Salaja Ventrapragada House
Address: 1425 SE 47TH St , Ocala , FL 34480
Inverters Data Sheet

PV–14

CONTRACT# ELE/250982

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1760

Certificate Of Completion

Envelope Id: 4CF6D7F2-30D3-4509-BFC8-31039DC60F4A
Status: Completed
Subject: SIGNATURE: Net-Metering Agreement - Rajasekhar Ventrapragada (ELE/250982)
Source Envelope:
Document Pages: 31
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

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10/7/2025 11:27:14 AM
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aadolf@ocalafl.gov
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Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/7/2025 11:39:32 AM Resent: 10/20/2025 11:39:13 AM Viewed: 10/20/2025 3:08:42 PM Signed: 10/20/2025 3:15:15 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/20/2025 3:15:17 PM Viewed: 10/21/2025 7:26:47 AM Signed: 10/21/2025 7:27:53 AM
Electronic Record and Signature Disclosure: Accepted: 10/21/2025 7:26:47 AM ID: 24008219-08f7-4909-a2bc-f91920907c97		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2601:880:81:35e0:c6e:a084:3653:ae97	Sent: 10/21/2025 7:27:54 AM Viewed: 10/21/2025 8:45:50 AM Signed: 10/21/2025 8:45:57 AM
Electronic Record and Signature Disclosure: Accepted: 10/21/2025 8:45:50 AM ID: 89f653f1-5447-4703-a140-3f4c7af309a5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2025 11:39:32 AM
Certified Delivered	Security Checked	10/21/2025 8:45:50 AM
Signing Complete	Security Checked	10/21/2025 8:45:57 AM
Completed	Security Checked	10/21/2025 8:45:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

TIER 1 - Ten (10) kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW
TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: Kathy Jo Ross

Mailing Address: 2101 SW 47th Avenue

City: Ocala State: FL. Zip Code: 34474

Phone Number: 785-313-5499 Alternate Phone Number: _____

Email Address: kross2339@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 541146-235741

2. RGS Facility Information

Facility Location: 2101 SW 47th Avenue Ocala, FL. 34474

Ocala Electric Utility Customer Account Number: 541146-235741

RGS Manufacturer: Hanwha Q CELLS America, Inc.

Manufacturer's Address: 400 Spectrum Center Drive Suite 1400
Irvine, CA. 92618

Reference or Model Number: Q.PEAK DUO BLK ML-G10+ 410 (20-Modules 410W)

Serial Number: Solaredge Inverter SE7600H-US U650 Optimizer

(Continued on Sheet No.19.1)

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3. Facility Rating Information

Gross Power Rating: 6.97kWac ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar PV

Anticipated In- Service Date: 9/1/25

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is $375 for Tier 2 and $750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):

1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 19.1)

FIRST REVISED SHEET NO. 19.2
CANCELS ORIGINAL SHEET NO. 19.2

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:
Tier 1 - $100,000.00
Tier 2 - $1,000,000.00
Tier 3 - $2,000,000.00

Customer

By: Kathy Jo Ross Date: 6/30/2025
(Print Name)

Kathy Jo Ross
(Signature)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 23rd day of June, 20 25, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and Kathy Jo Ross, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 20.1
CANCELS ORIGINAL SHEET NO. 20.1

(Continued from Sheet No. 20.0)

Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02 Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

(Continued from Sheet No. 20.3)

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: Signed by: Janice Mitchell 55198B43858A4E1...

Title: CFO

Date: 10/28/2025

Florida Municipal Power Agency

By: DocuSigned by: 087F58EBB34B474...

Title: Chief Sys Ops & Tech Officer

Date: 10/28/2025

Customer

By: Kathy Jo Ross (Print Name)

Kathy Jo Ross (Signature)

Date: 6/30/2025

Customer's City of Ocala Electric Utility Account Number: 541146-235741

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A58ABBABED04F3...

William E. Sexton, Esq.
City Attorney

(Continued on Sheet No. 20.6)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.5)

FIRST REVISED SHEET NO. 20.6
CANCELS ORIGINAL SHEET NO. 20.6

Tri-Party Net-Metering Power Purchase Agreement
Schedule A

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.

b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

Tier 1 – Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 23rd day of June, 20 25, by and between Kathy Jo Ross, (hereinafter called "**Customer**"), located at 2101 SW 47th Avenue in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 2101 SW 47th Avenue Ocala, FL. 34474.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU' electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU' ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.0)

FIRST REVISED SHEET NO. 21.1
CANCELS ORIGINAL SHEET NO. 21.1

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).

2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).

4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).

5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.

6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.

7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):

a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources.*
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

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OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 21.2
CANCELS ORIGINAL SHEET NO. 21.2

(Continued from Sheet No. 21.1)

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

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17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU' electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.8)

FIRST REVISED SHEET NO. 21.9
CANCELS ORIGINAL SHEET NO. 21.9

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

By: Signed by: Janice Mitchell 5519BB43858A4E1...

Title: CFO

Date: 10/28/2025

Customer:

By: Kathy Jo Ross
(Print Name)

Kathy Jo Ross
(Signature)

Date: 6/30/2025

City of Ocala Electric Utility Account Number:

541146-235741

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A6AA8BA8ED04F3...

William E. Sexton, Esq.
City Attorney

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

CONTRACT# ELE/260049

State Farm Florida Insurance Company
A Stock Company With Home Offices in Tallahassee, Florida

PO Box 2356
Bloomington IL 61702-2356

H-19-6548-FB0E F H W

NAIDUS, KATHY & SCOTT
2101 SW 47TH AVE
OCALA FL 34474-9206

RENEWAL DECLARATIONS

AMOUNT DUE: **None**
Payment is due by BILLED THROUGH SFPP

Policy Number: 59-CW-X101-7

Policy Period: 12 Months
Effective Dates: OCT 13 2024 to OCT 13 2025
The policy period begins and ends at 12:01 am standard time at the residence premises.

Homeowners Policy

Location of Residence Premises
2101 SW 47TH AVE
OCALA FL 34474-9206

Your State Farm Agent
BART BLESSING
3227 SE MARICAMP RD STE 102
OCALA FL 34471-0832

Phone: (352) 694-9100

Construction: Frame
Year Built: 1993

Roof Material: Composition Shingle
Roof Installation Year: 2010

Automatic Renewal
If the **POLICY PERIOD** is shown as **12 MONTHS,** this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

IMPORTANT MESSAGES

** FL EMPA ASSESSMENT 2.00 FIGA ASSESSMENT 4 23.51
For the full name of each assessment entity and the dollar amount, please see Additional messages.
NOTICE: Information concerning changes in your policy language is included. Please call your agent with any questions.
Coverage Change Premium Decrease $107.00 Rate Change Premium Increase $337.00
Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

PREMIUM

Annual Premium		$2,351.00
Hurricane Premium	770.00	(Included)
Other Covered Losses	1,581.00	(Included)
FM Credit HB 7073		-5.89
Res Credit HB 7073		-41.16
**Addl Asmts(See Below)		25.51

Your premium has already been adjusted by the following:

Home/Auto Discount
Wind Mitigation Discount
Claim Record Discount
Loyal Customer

Total Premium **$2,329.46**

Prepared AUG 14 2024
HO-2000
007979 420
N 2W,2K,GB,GA,K3,K2,6T,EH,A1

Thanks for letting us serve you...

(o1F1080B) 04 04 2016

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

State Farm®

NAMED INSURED	MORTGAGEE AND ADDITIONAL INTERESTS
NAIDUS, KATHY & SCOTT	

SECTION I - PROPERTY COVERAGES AND LIMITS

Coverage	Limit of Liability
A Dwelling	$ 285,700
Other Structures	$ 28,570
B Personal Property	$ 214,275
C Loss of Use	$ 85,710
Additional Coverages	
Arson Reward	$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	$1,000
Debris Removal	Additional 5% available/$1,000 tree debris
Fire Department Service Charge	$500 per occurrence
Fuel Oil Release	$10,000
Locks and Remote Devices	$1,000
Trees, Shrubs, and Landscaping	5% of Coverage A amount/$750 per item

SECTION II - LIABILITY COVERAGES AND LIMITS

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	$ 300,000
Damage to the Property of Others	$ 1,000
M Medical Payments to Others (Each Person)	$ 5,000

INFLATION

Inflation Coverage Index: 357.6

DEDUCTIBLES

Section I Deductible	Deductible Amount
Other Losses 1%	$ 2,857
Hurricane 2.00%	**$ 5,714**

LOSS SETTLEMENT PROVISIONS

A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B

o1F1031A

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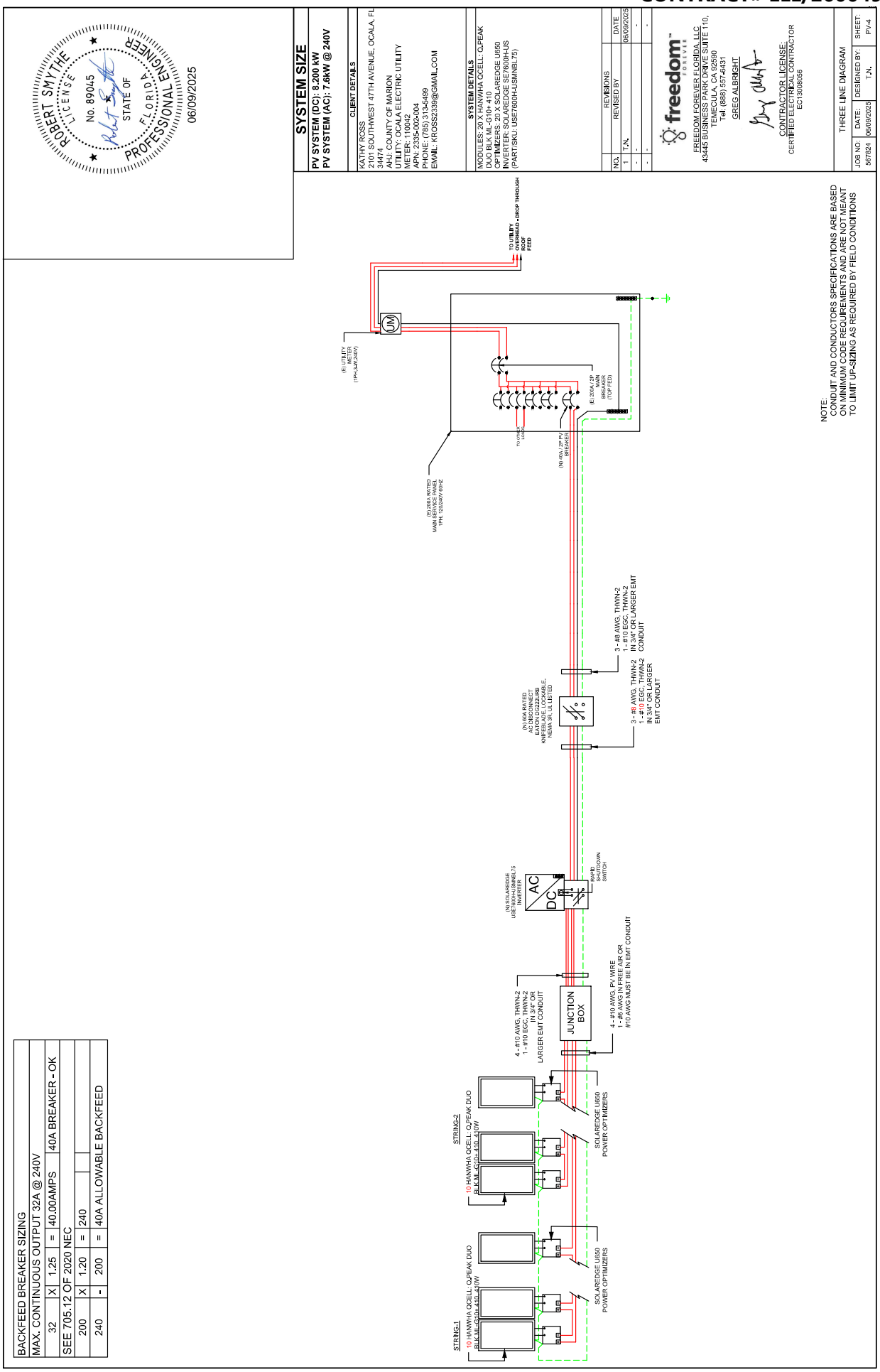
CONTRACT# ELE/260049



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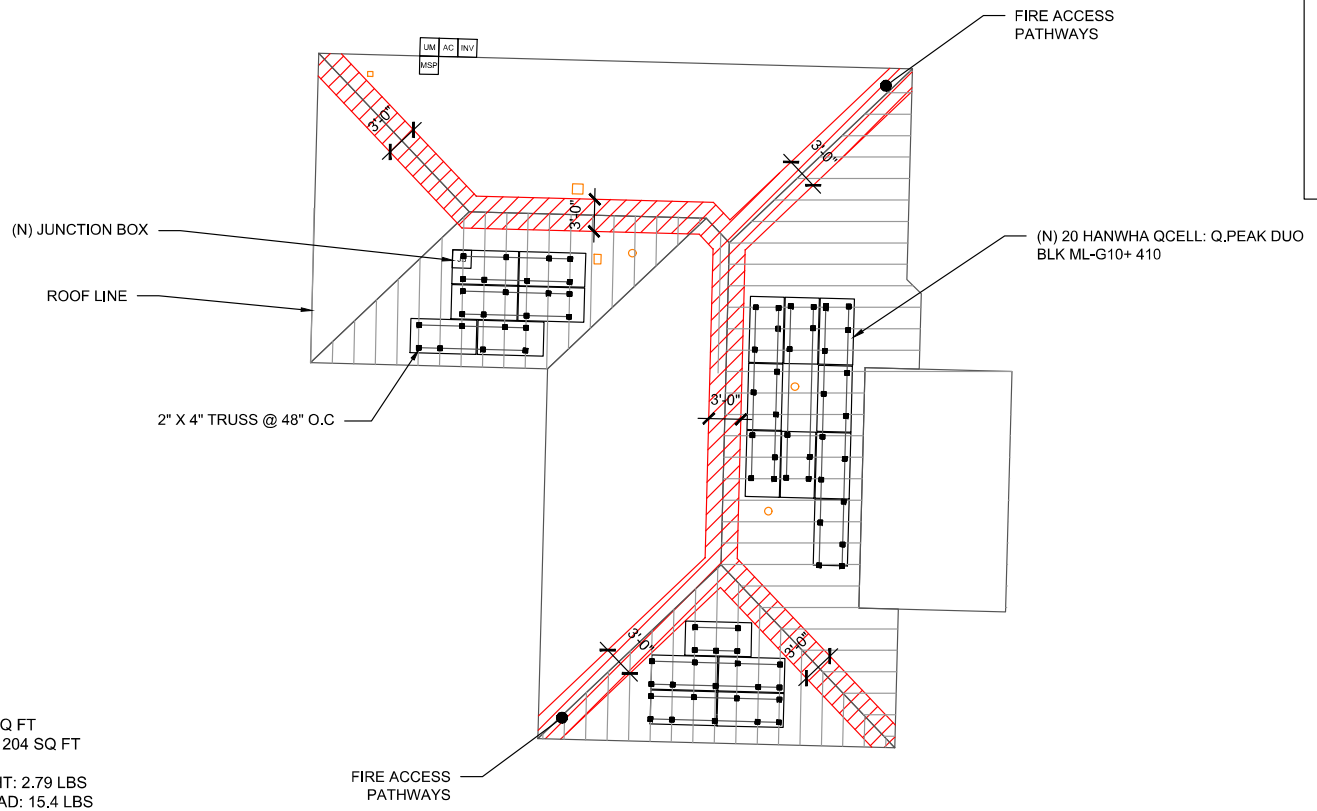
LEGEND:

- CHIMNEY
- PIPE VENT
- MODULES
- CONDUIT
- SETBACK
- AC — AC DISCONNECT
- UM — UTILITY METER
- JB — JUNCTION BOX
- INV — INVERTER
- MSP — MAIN SERVICE PANEL

THIS SYSTEM DESIGNED WITH:
WIND SPEED: 145
WIND EXPOSURE: C
SNOW LOAD: 0



TOTAL ROOF AREA: 3193.66 SQ FT
TOTAL ARRAY AREA: 422.7141204 SQ FT
ARRAY COVERAGE: 13.24%
SYSTEM DISTRIBUTED WEIGHT: 2.79 LBS
STRONGHOLD NXT POINT-LOAD: 15.4 LBS

ROOF PLAN
SCALE: 3/32" = 1'-0"
1

NOTES:
1. EMT CONDUIT ATTACHED TO THE ROOF USING CONDUIT MOUNTS
2. ATTACHED CLAMPS AT 25% FROM THE EDGE AND 50% FROM THE CENTER OF THE MODULES
3. JUNCTION BOX IS MOUNTED TO THE RAIL.

ROBERT SMYTHE
LICENSE
No. 89045
STATE OF FLORIDA
PROFESSIONAL ENGINEER
06/09/2025

SYSTEM SIZE

PV SYSTEM (DC): 8.200 kW
PV SYSTEM (AC): 7.6kW @ 240V

CLIENT DETAILS

KATHY ROSS
2101 SOUTHWEST 47TH AVENUE, OCALA, FL 34474
AHJ: COUNTY OF MARION
UTILITY: OCALA ELECTRIC UTILITY
METER: 110042
APN: 2335-002-004
PHONE: (785) 313-5499
EMAIL: KROSS2339@GMAIL.COM

SYSTEM DETAILS

MODULES: 20 X HANWHA QCELL: Q.PEAK DUO BLK ML-G10+ 410
OPTIMIZERS: 20 X SOLAREDGE U650
INVERTER: SOLAREDGE SE7600H-US (PART/SKU: USE7600H-USMNBL75)

NO.	REVISIONS REVISED BY	DATE
1	T.N.	06/09/2025
-	-	-
-	-	-

freedom FOREVER
FREEDOM FOREVER FLORIDA, LLC
43445 BUSINESS PARK DRIVE SUITE 110,
TEMECULA, CA 92590
Tel: (888) 557-6431
GREG ALBRIGHT
CONTRACTOR LICENSE:
CERTIFIED ELECTRICAL CONTRACTOR
EC13008056

ROOF PLAN WITH MODULES LAYOUT

JOB NO:	DATE:	DESIGNED BY:	SHEET:
567824	06/09/2025	T.N.	PV-2A

CONTRACT# ELE/260049

SolarEdge Home Hub Inverter

USA Domestic Content Eligible*
Single Phase, for North America

SE3800H-US / SE5700H-US / SE7600H-US / SE10000H-US / SE11400H-US

HOME BACKUP

Made in the USA from imported parts

SolarEdge's USA-manufactured residential single phase inverter offering for storage and backup applications

- Eligible for domestic content: SolarEdge USA-manufactured inverters*, when paired with certain SolarEdge power optimizers, are intended to be eligible for the enhanced federal income tax credit for domestic content
- The ultimate home energy manager in charge of PV production, battery storage, backup operation during a power outage**, EV Charging, and smart energy devices
- Record-breaking 99% weighted efficiency with up to 200% DC oversizing
- Able to start high LRA HVAC systems during backup operation
- Integrates seamlessly with the complete SolarEdge Home Smart Energy Ecosystem, through SolarEdge Home Network
- Module-level monitoring and visibility of battery status, PV production, and self-consumption data
- Fast and easy installation – small and lightweight, with reduced commissioning time
- A scalable solution that supports future homeowner needs through easy connection to a growing ecosystem of products
- Advanced safety features with integrated arc fault protection and rapid shutdown for 690.11 and 690.12
- Advanced reliability with automotive-grade components
- Embedded revenue grade production data, ANSI C12.20 Class 0.5
- NEMA 4X-rated, for indoor and outdoor installations
- Embedded Power Control System (PCS) – install larger systems while avoiding main panel upgrade

* Manufactured by SolarEdge with the intent to be eligible for inclusion under the elective safe harbor in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notice 2024-41). For inverters with part number USExxxxxH-USMNBL75, the PCBA, Electrical Parts, and Enclosure are domestically produced and manufactured to meet the requirements of eligibility to be considered for the ITC domestic content bonus adder. For inverters with part number SExxxxxH-USMNxBLx5, the PCBA and Enclosure are domestically manufactured to meet the requirements of eligibility to be considered for the ITC domestic content bonus adder. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% domestic content bonus, to determine how the applicable rules apply to your particular project. The forward-looking statements in this datasheet are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

** Requires additional hardware and firmware version upgrade.

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/ SolarEdge Home Hub Inverter

USA Domestic Content Eligible
Single Phase, for North America

SE3800H-US / SE5700H-US / SE7600H-US / SE10000H-US / SE11400H-US

Applicable to inverters with part number	SExxxxxH-USMNxBLx5 / USExxxxxH-USMNBL75					
Model Number(1)	**SE3800H-US**	**SE5700H-US**	**SE7600H-US**	**SE10000H-US**	**SE11400H-US**	
OUTPUT – AC ON GRID						
Maximum AC Power Output	3800 @ 240V 3300 @ 208V	5760 @ 240V 5000 @ 208V	7600 @ 240V	10,000 @ 240V	11,400 @ 240V 10,000 @ 208V	W
AC Output Voltage (Nominal)	208 / 240					Vac
AC Output Voltage (Range)	183 – 264					Vac
AC Frequency Range (min - nom - max)	59.3 – 60 – 60.5(7)					Hz
Maximum Continuous Output Current	16 @ 240V 16 @ 208V	24 @240V 24 @ 208V	32 @ 240V	42 @ 240V	47.5 @ 240V 48 @208V	A
GFDI Threshold	1					A
Total Harmonic Distortion (THD)	< 3					%
Power Factor	1, adjustable -0.85 to 0.85					
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes					
Charge Battery from AC (if allowed)	Yes					
Typical Nighttime Power Consumption	< 2.5					W
OUTPUT – AC STANDALONE (BACKUP)(3)						
Rated AC Power in Standalone Operation(4)	11,400					W
Maximum Continuous Output Current in Standalone Operation	48					A
Locked Rotor Amperage (LRA)(5)	Up to 106					A
AC L-L Output Voltage Range in Standalone Operation	211 – 264					Vac
AC L-N Output Voltage Range in Standalone Operation	105 – 132					Vac
AC Frequency Range in Standalone Operation (min - nom - max)	55 – 60 – 65					Hz
GFDI	1					A
THD	< 5					%
INPUT – DC (PV AND BATTERY)						
Transformer-less, Ungrounded	Yes					
Maximum Input Voltage	480					Vdc
Nominal DC Input Voltage	380					Vdc
Reverse-Polarity Protection	Yes					
Ground-Fault Isolation Detection	600kΩ Sensitivity					
Maximum Input Short Circuit Current	45					Adc
Maximum Inverter Efficiency	99.2					%
CEC Weighted Efficiency	98.5		99		99 @ 240V 98.5 @ 208V	%
2-Pole Disconnection	Yes					
DC CONNECTION – PV						
Maximum Input Power	7600 @ 240V 6600 @ 208V	11,520 @ 240V 10,000 @ 208V	15,200 @ 240V	20,000 @ 240V	22,800 @ 240V 20,000 @ 208V	W
Maximum Input Current	20 @ 240V 17 @ 208V	30 @ 240V 26 @ 208V	40 @ 240V	53 @ 240V	60 @ 240V 53 @ 208V	Adc
Number of Ports	3					
Maximum Current per Port	40					Adc

(1) These specifications apply to inverters with part number **SExxxxxH-USMNxBLx5** and **USExxxxxH-USMNBL75** and connection unit model number **DCD-1PH-US-PxH-F-x**
(2) For other regional settings please refer to the SolarEdge Inverters, Power Control Options application note.
(3) Not designed for non-grid connected applications and requires AC for commissioning. Standalone (backup) functionality is only supported for the 240V grid.
(4) For models SE7600H-US and below, the Rated AC Power in Standalone Operation is configurable between 7,600W with a Maximum Continuous Output Current of 32A or 11,400W with a Maximum Continuous Output Current of 48A, from firmware version 4.20.xx.
(5) For more information about LRA (Locked Rotor Amperage) values, see the SolarEdge Home Hub Inverter LRA application note.

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CE ETL Intertek 4004590

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

CONTRACT# ELE/260049

/ SolarEdge Home Hub Inverter

USA Domestic Content Eligible
Single Phase, for North America

SE3800H-US / SE5700H-US / SE7600H-US / SE10000H-US / SE11400H-US

Applicable to inverters with part number	SExxxxxH-USMNxBLx5 / USExxxxxH-USMNBL75					
Model Number[1]	**SE3800H-US**	**SE5700H-US**	**SE7600H-US**	**SE10000H-US**	**SE11400H-US**	
DC CONNECTION – BATTERY						
Supported Battery Types	SolarEdge Home Battery 400V					
Number of Batteries per Inverter	Up to 3					
Maximum Continuous Power (Charge and Discharge)[6]	11,400					W
Number of Ports	2					
Maximum Current per Port	40					Adc
2-pole Disconnection	Up to the inverter's rated standalone power					
SMART ENERGY CAPABILITIES						
Consumption Metering	Built-in[7]					
Standalone & Battery Storage	With Backup Interface (purchased separately) for service up to 200A; up to 3 inverters					
EV Charging	Direct connection to the SolarEdge Home EV Charger[8]					
ADDITIONAL FEATURES						
Supported Communication Interfaces	RS485, Ethernet, Cellular[9], Wi-Fi[10] (optional), SolarEdge Home Network[10] (optional)					
Revenue Grade Metering, ANSI C12.20	Built-in[7]					
Integrated AC, DC, and Communication Connection Unit	Yes					
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi Access Point for local connection					
DC Voltage Rapid Shutdown (PV and Battery)	Yes, NEC 690.12					
STANDARD COMPLIANCE						
Safety	UL 1741, UL 1741SA, UL 1741SB, UL 1699B, CSA 22.2#107.1, C22.2#330, C22.3#9, ANSI/CAN/UL 9540					
Grid Connection Standards	IEEE1547-2018 and IEEE-1547.1 Rule 21, Rule 14H					
Emissions	FCC Part 15 Class B					
Power Control System (PCS)	UL 1741 PCS[11]					
INSTALLATION SPECIFICATIONS						
AC Terminals	L1, L2, N terminal blocks, PE busbar for inverter corinection L1, L2 terminal blocks, PE busbar for EV Charger AC connection					
DC Terminals	3 x terminal block pairs for PV input, 2 x terminal block pair for battery input					
AC Output and EV AC Output Conduit Size / AWG Range	1" maximum / 14 – 4 AWG					
DC Input (PV and Battery) Conduit Size / AWG Range	1" maximum / 14 – 6 AWG					
Dimensions with Connection Unit (H x W x D)	21.06 x 14.6 x 8.2 / 535 x 370 x 208					in / mm
Weight with Connection Unit	44.9 / 20.3					lb / kg
Noise	< 50					dBA
Cooling	Natural Convection					
Operating Temperature Range	-40 to +140 / -40 to +60[12]					°F / °C
Protection Rating	NEMA 4X					

(6) Discharge power is limited up to the inverter's rated AC power for on-grid and standalone applications, as well as up to the installed batteries' rating.
(7) For consumption metering current transformers should be ordered separately: SECT-SPL-225A-T-20 or SEACT1250-400NA-20. Revenue grade metering is only for production metering.
(8) For more information about the SolarEdge Home EV Charger, refer to the SolarEdge Home EV Charger datasheet.
(9) Information concerning the data plan terms & conditions is available in SolarEdge Communication Plan Terms and Conditions.
(10) SolarEdge Home Network Plugin ENET-HBNP-01 and Wi-Fi Antenna SE-ANT-ZBWIFI-KIT purchased separately. For more information, refer to the SolarEdge Home Network Plugin datasheet and the Antenna for Wi-Fi and ZigBee Wireless Communications datasheet.
(11) Only part numbers SExxxxxH-USMNxx**7**x and USExxxxxH-USMNxx**7**x support the PCS meter.
(12) Full power up to at least 122°F / 50°C; for power derating information refer to the Temperature Derating for North America technical note.

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CE Intertek 4004598

SolarEdge is a global leader in smart energy technology. By leveraging world-class engineering capabilities and with a relentless focus on innovation, SolarEdge creates smart energy solutions that power our lives and drive future progress.

SolarEdge developed an intelligent inverter solution that changed the way power is harvested and managed in photovoltaic (PV) systems. The SolarEdge DC optimized inverter maximizes power generation while lowering the cost of energy produced by the PV system.

Continuing to advance smart energy, SolarEdge addresses a broad range of energy market segments through its PV, storage, EV charging, UPS, and grid services solutions.

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Cautionary Note Regarding Market Data and Industry Forecasts: This brochure may contain market data and industry forecasts from certain third-party sources. This information is based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any such market data is accurate or that any such industry forecasts will be achieved. Although we have not independently verified the accuracy of such market data and industry forecasts, we believe that the market data is reliable and that the industry forecasts are reasonable.

CE

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Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

CONTRACT# ELE/260049

Residential Power Optimizer

USA Domestic Content Eligible*

For North America

U650

POWER OPTIMIZER

Made in the USA from imported parts

SolarEdge's USA-manufactured residential offering for PV power optimization at the module level

- Eligible for domestic content: SolarEdge USA-manufactured Power Optimizers*, when paired with certain SolarEdge inverters, are intended to be eligible for the enhanced federal income tax credit for domestic content
- Specifically designed to work with SolarEdge residential inverters
- Superior efficiency (99.5%)
- Mitigates diverse types of module mismatch loss, from manufacturing tolerance to partial shading
- Faster installations with simplified cable management and easy assembly using a single bolt
- Flexible system design for maximum space utilization
- Compatible with a wide range of modules, including high-powered and bifacial PV modules
- Advanced safety:
  - Patented Sense Connect technology, designed to automatically detect and prevent potential electric arcs at the connector level before an arc is created
  - Patented SafeDC™ – module-level voltage shutdown, for installer and firefighter safety
  - Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)

* Manufactured by SolarEdge with the intent to be eligible for inclusion under the elective safe harbor in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notice 2024-41). The PCBA, Electrical Parts, Enclosure and Production are domestically manufactured to meet the requirements of eligibility to be considered for the ITC domestic content bonus adder. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% domestic content bonus, to determine how the applicable rules apply to your particular project. The forward-looking statements in this datasheet are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

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Residential Power Optimizer

USA Domestic Content Eligible for North America

U650

	U650	Units
INPUT		
Rated Input DC Power(1)	650	W
Absolute Maximum Input Voltage (Voc)	60	Vdc
MPPT Operating Range	8 – 60	Vdc
Maximum Input Current (Maximum Isc of Connected PV Module)	15	Adc
Maximum Input Short Circuit Current(2)	18.75	Adc
Maximum Efficiency	99.5	%
Weighted Efficiency	98.6	%
Overvoltage Category	II	
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREDGE INVERTER)		
Maximum Output Current	15	Adc
Maximum Output Voltage	60	Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREDGE INVERTER OR INVERTER OFF)		
Safety Output Voltage per Power Optimizer	1 ± 0.1	Vdc
STANDARD COMPLIANCE		
Photovoltaic Rapid Shutdown System	CSA C22.2#330, NEC 2014 – 2023	
EMC	FCC Part 15 Class B, IEC 61000-6-2, IEC 61000-6-3	
Safety	CSA C22.2#107.1, IEC 62109-1 (Class II safety), UL 1741	
Material	UL 94 V-0, UV Resistant	
RoHS	Yes	
Fire Safety	VDE-AR-E 2100-712:2013-05	
INSTALLATION SPECIFICATIONS		
Maximum Allowed System Voltage	1000	Vdc
Dimensions (W x L x H)	129 x 155 x 30 / 5.07 x 6.10 x 1.18	mm / in
Weight	720 / 1.6	gr / lb
Input Connector	MC4	
Input Wire Length	0.1 / 0.32	m / ft
Output Connector	MC4	
Output Wire Length	(+) 2.3, (-) 0.10 / (+) 7.54, (-) 0.32	m / ft
Operating Temperature Range(3)	-40 to +85	°C
Protection Rating	IP68 / NEMA6P	
Relative Humidity	0 – 100	%

(1) The Rated Power of the module at STC will not exceed the power optimizer's Rated Input DC Power. Modules with up to +5% power tolerance are allowed.
(2) The Maximum Input Short Circuit Current is adjusted for worst case conditions of ambient temperature, irradiance, bifacial gain, and so on, in accordance with NEC and CSA.
(3) Power derating is applied for ambient temperatures above +85°C / +185°F. Refer to the Power Optimizers Temperature Derating technical note for details.

PV System Design Using a SolarEdge Inverter(4)		SolarEdge Home Wave / Hub Single Phase	Three Phase for 208V Grid	Three Phase for 277/480V Grid	Units
Minimum String Length (Power Optimizers)		8	10	18	
Maximum String Length (Power Optimizers)		25		50(5)	
Maximum Usable Power Delivered per String		5700	6000	12,750	W
Maximum Allowed Connected Power per String(6)(7)	Inverters with Rated AC Power ≤ 5700W	Per the inverter's maximum input DC power(8)	One string: 7200 Two strings or more: 7800	15,000	W
	Inverters with Rated AC Power of 6000W	5700			
	Inverters with Rated AC Power ≥ 7600W	6800, only when connected to at least two strings			
Parallel Strings of Different Lengths or Orientations		Yes			

(4) It is not allowed to mix S-series and P-series Power Optimizers in new installations in the same string.
(5) A string with more than 30 optimizers does not meet NEC rapid shutdown requirements; safety voltage will be above the 30V requirement.
(6) For the 208V grid, the maximum is permitted only when the difference in connected power between strings is 1,000W or less.
(7) For the 240V or 277/480V grids, the maximum is permitted only when the difference in connected power between strings 2,000W or less.
(8) Refer to the Single String Design Guidelines application note for more details.

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RoHS

Docusign Envelope ID: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F

CONTRACT# ELE/260049

Q.PEAK DUO BLK ML-G10+ SERIES

385 - 415 Wp | 132 Cells
21.0 % Maximum Module Efficiency

MODEL Q.PEAK DUO BLK ML-G10+ / TS

Breaking the 21% efficiency barrier

Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 21.0 %.

A reliable investment

Inclusive 25-year product warranty and 25-year linear performance warranty[1].

Enduring high performance

Long-term yield security with Anti LeTID Technology, Anti PID Technology[2] and Hot-Spot Protect.

Innovative all-weather technology

Optimal yields, whatever the weather with excellent low-light and temperature behaviour.

The most thorough testing programme in the industry

Qcells is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new "Quality Controlled PV" of the independent certification institute TÜV Rheinland.

[1] See data sheet on rear for further information.
[2] APT test conditions according to IEC/TS 62804-1:2015, method A (−1500 V, 96 h)

The ideal solution for:

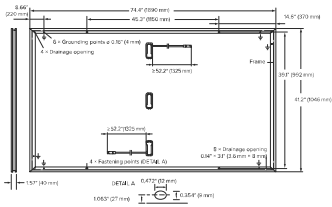
Rooftop arrays on residential buildings

Rooftop arrays on commercial / industrial buildings

Q.PEAK DUO BLK ML-G10+ SERIES

Mechanical Specification

Format	74.4 in × 41.2 in × 1.57 in (including frame) (1890 mm × 1046 mm × 40 mm)
Weight	51.8 lbs (23.5 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction box	2.09–3.98 in × 1.26–2.36 in × 0.59–0.71 in (53–101 mm × 32–60 mm × 15–18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 52.2 in (1325 mm), (−) ≥ 52.2 in (1325 mm)
Connector	Stäubli MC4; IP68

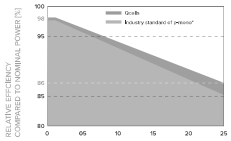


Electrical Characteristics

POWER CLASS				385	390	395	400	405	410	415
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / −0 W)										
Minimum	Power at MPP[1]	P_{MPP}	[W]	385	390	395	400	405	410	415
	Short Circuit Current[1]	I_{SC}	[A]	11.04	11.07	11.10	11.14	11.17	11.20	11.23
	Open Circuit Voltage[1]	V_{OC}	[V]	45.19	45.23	45.27	45.3	45.34	45.37	45.41
	Current at MPP	I_{MPP}	[A]	10.59	10.65	10.71	10.77	10.83	10.89	10.95
	Voltage at MPP	V_{MPP}	[V]	36.36	36.62	36.88	37.13	37.39	37.64	37.89
	Efficiency[1]	η	[%]	≥19.5	≥19.7	≥20.0	≥20.2	≥20.5	≥20.7	≥21.0
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]										
Minimum	Power at MPP	P_{MPP}	[W]	288.8	292.6	296.3	300.1	303.8	307.6	311.3
	Short Circuit Current	I_{SC}	[A]	8.90	8.92	8.95	8.97	9.00	9.03	9.05
	Open Circuit Voltage	V_{OC}	[V]	42.62	42.65	42.69	42.72	42.76	42.79	42.83
	Current at MPP	I_{MPP}	[A]	8.35	8.41	8.46	8.51	8.57	8.62	8.68
	Voltage at MPP	V_{MPP}	[V]	34.59	34.81	35.03	35.25	35.46	35.68	35.89

[1] Measurement tolerances P_{MPP} ±3 %; I_{SC}; V_{OC} ±5 % at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • [2] 800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

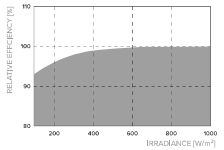


At least 98 % of nominal power during first year. Thereafter max. 0.5 % degradation per year. At least 93.5 % of nominal power up to 10 years. At least 86 % of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

*Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	109 ± 5.4 (43 ± 3 °C)

Properties for System Design

Maximum System Voltage	V_{SYS}	[V]	1000 (IEC) / 1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating		[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 2
Max. Design Load, Push / Pull[3]		[lbs / ft²]	75 (3600 Pa) / 75 (3600 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]		[lbs / ft²]	112 (5400 Pa) / 112 (5400 Pa)		

[3] See Installation Manual

Qualifications and Certificates

UL61730-1 & UL61730-2, CE-compliant,
Quality Controlled PV - TÜV Rheinland,
IEC 61215:2016, IEC 61730:2016,
U.S. Patent No. 9,893,215 (solar cells),

*Contact your Qcells Sales Representative for details regarding the module's eligibility to be Buy American Act (BAA) compliant.

Qcells pursues minimizing paper output in consideration of the global environment.

Note: Installation instructions must be followed. Contact our technical service for further information on approved installation of this product.
Hanwha Q CELLS America Inc. 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL hqc-inquiry@qcells.com | WEB www.qcells.com

qcells

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CONTRACT# ELE/260049

Specifications subject to technical changes © Qcells Q.PEAK_DUO_BLK_ML-G10+_TS_DA_385-415_2021-09_Rev03_EN (without 2EP)

Certificate Of Completion

Envelope Id: F04F2D2B-1FB9-4842-ADFB-83EE1093B70F
Status: Completed
Subject: SIGNATURE: Net-Metering Agreement - Kathy Jo Ross (ELE/260049)
Source Envelope:
Document Pages: 28
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
April Adolf
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

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10/27/2025 9:15:52 AM
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Pool: StateLocal

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Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/27/2025 10:10:12 AM Viewed: 10/28/2025 3:15:00 PM Signed: 10/28/2025 3:28:00 PM
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Janice Mitchell jmitchell@Ocalafl.org CFO City of Ocala Security Level: Email, Account Authentication (None)	Signed by: Janice Mitchell 55198B43858A4E1... Signature Adoption: Pre-selected Style Using IP Address: 2600:1006:b118:5ba:9c25:1925:92db:9a1b Signed using mobile	Sent: 10/28/2025 3:28:03 PM Viewed: 10/28/2025 3:36:33 PM Signed: 10/28/2025 3:38:08 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2025 3:36:33 PM ID: befe2722-cdca-4d26-b7c0-a04a870e32da		
Chris Gowder chris.gowder@fmpa.com Chief Sys Ops & Tech Officer Security Level: Email, Account Authentication (None)	DocuSigned by: 087F58EBB34B474... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:387:15:2819::a Signed using mobile	Sent: 10/28/2025 3:38:11 PM Viewed: 10/28/2025 4:43:11 PM Signed: 10/28/2025 4:43:31 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2025 4:43:11 PM ID: 618f11f8-5c39-4a0d-88eb-f59075ae768e		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2025 10:10:12 AM
Certified Delivered	Security Checked	10/28/2025 4:43:11 PM
Signing Complete	Security Checked	10/28/2025 4:43:31 PM
Completed	Security Checked	10/28/2025 4:43:31 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 43B75036-D291-415A-B64F-64556CB06256

FIRST AMENDMENT TO LEASE AND SERVICE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND SERVICE AGREEMENT ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SAFE HAVEN BABY BOXES, INC.,** a foreign not-for-profit corporation duly organized in Indiana and authorized to do business in the state of Florida (EIN: 47-3038555) ("Provider").

WHEREAS, on April 21, 2021, City and Provider entered into a Lease and Service Agreement for the lease and provision of baby safety devices and related services (the "Original Agreement"), City of Ocala Contract Number: OFR/201069, for a term of five (5) years from November 6, 2020, through November 5, 2025; and

WHEREAS, City and Provider now desire to renew the Original Agreement for a five (5) year renewal period available under the terms of the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Provider agree as follows:

1. **RECITALS**. City and Provider hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Provider is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional five (5) year term beginning **NOVEMBER 6, 2025**, and terminating **NOVEMBER 5, 2030.**
4. **COMPENSATION.** City shall pay Provider an amount not to exceed **TWO THOUSAND FOUR HUNDRED AND NO/100 ($2,400)** (the "Contract Sum") over the renewal term as full and complete compensation for the timely and satisfactory provision of services in accordance with the terms of the Original Agreement.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Provider:	Safe Haven Baby Boxes, Inc. Attention: Monica Kelsey P.O. Box 185 Woodburn, Indiana 46797 Phone: 1-888-742-2133 E-mail: monica@safehavenbabyboxes.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov

Docusign Envelope ID: 43B75036-D291-415A-B64F-64556CB06256

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Provider, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 10/23/2025.

ATTEST:

Signed by: Angel B. Jacobs
8DB3574C28E54A5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by: Peter Lee
5BB28E162F2E4C2...
Peter Lee
City Manager

Approved as to form and legality:

Signed by: William E. Sexton, Esq.
4A55AB8ABED04F3...
William E. Sexton, Esq.
City Attorney

SAFE HAVEN BABY BOXES, INC.

DocuSigned by: Monica Kelsey
AF3D3476B747431...

By: Monica Kelsey
(Printed Name)

Title: CEO
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 43B75036-D291-415A-B64F-64556CB06256
Status: Completed
Subject: SIGNATURE: First Amendment to Lease and Service Agreement - Safe Haven Baby Boxes, Inc. (OFR/201069)
Source Envelope:
Document Pages: 2
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

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April Adolf
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City Hall, Third Floor
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

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Signer Events	Signature	Timestamp
Monica Kelsey monica@safehavenbabyboxes.com CEO SHBB Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/21/2025 10:19:18 AM ID: cac6062b-6b79-438b-8fb9-44cd3bad8a86	DocuSigned by: Monica Kelsey AF3D3476B747431... Signature Adoption: Pre-selected Style Using IP Address: 216.170.187.216 Signed using mobile	Sent: 10/14/2025 4:07:16 PM Viewed: 10/21/2025 10:19:18 AM Signed: 10/23/2025 7:35:28 AM
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 7:35:30 AM Viewed: 10/23/2025 8:19:28 AM Signed: 10/23/2025 8:30:13 AM
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:30:15 AM Viewed: 10/23/2025 10:32:02 AM Signed: 10/23/2025 10:32:10 AM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 10:32:11 AM Viewed: 10/23/2025 11:24:40 AM Signed: 10/23/2025 11:25:36 AM

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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	10/23/2025 11:25:36 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: 14CDFF72-A452-4CB5-8FDA-4B5400BC1912

SECOND AMENDMENT TO AGREEMENT FOR CLOSED LOOP CHILLED WATER TREATMENT AND MAINTENANCE

THIS SECOND AMENDMENT TO AGREEMENT FOR CLOSED LOOP CHILLED WATER TREATMENT AND MAINTENANCE ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **COMFORT TEMP COMPANY**, a for-profit company duly organized and authorized to do business in the state of Florida (EIN: 59-2514960) ("Contractor").

WHEREAS, on August 27, 2023, City and Contractor entered into an Agreement for Closed Loop Chilled Water Treatment and Maintenance (the "Original Agreement"), City of Ocala Contract Number: FAC/230689 for a term of one (1) year from August 21, 2023, to August 20, 2024; and

WHEREAS, on January 16, 2025, City and Contractor entered into a First Amendment to Agreement for Closed Loop Chilled Water Treatment and Maintenance ("First Amendment") to renew the Original Agreement for an additional one (1) year renewal term available under the Original Agreement, from August 21, 2024 through August 20, 2025; and

WHEREAS, City and Contractor now desire to renew the Original Agreement, as amended, for an additional one (1) year term available under the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.

3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one (1) year term beginning **AUGUST 21, 2025** and terminating **AUGUST 20, 2026**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for additional one (1) year periods upon written agreement between the parties.

4. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, and permits necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit B – Maintenance Plan** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

5. **COMPENSATION.** City shall pay Contractor a lump sum amount of **THREE THOUSAND TWENTY AND NO/100 DOLLARS ($3,020**) (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services**.**

6. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Docusign Envelope ID: 14CDFF72-A452-4CB5-8FDA-4B5400BC1912

If to Contractor:	Comfort Temp Company Attention: John Waldrop 4301 NW 6th Street Gainesville, FL 32609 Phone: 352-376-2366 E-mail: service@comforttemp.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
9. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Docusign Envelope ID: 14CDFF72-A452-4CB5-8FDA-4B5400BC1912

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 10/23/2025.

ATTEST:

Signed by:
Angel B. Jacobs
8DB3574C28E54A5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
5877F71E38874F4...

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

William E. Sexton, Esq.
City Attorney

COMFORT TEMP COMPANY

Signed by:
John Waldrop
E68D5278B7D5404...

By: John Waldrop
(Printed Name)

Title: General Manager
(Title of Authorized Signatory)

Date: August 26, 2025

HVAC. Duct Cleaning. Refrigeration
4301 Northwest 6th Street, Gainesville, Florida 32609
Phone: 352.376.2366 | Fax: 352.376.0523
ComfortTemp.com | Email: Service@comforttemp.com

Maintenance Proposal for City of Ocala City Hall Closed Loop Chilled Water Treatment.

Duration: August 1st 2025 TO July 31st 2026

Contact: Gary Crews

Location: 110 SE Watula Ave, Ocala, FL 34471

Phone: 352-844-6477

Email: jschramm@ocalafl.org

We are pleased to offer you our lump sum proposal to provide labor and materials for Water Treatment of Closed Loop Chilled Water System.

Comfort Temp Company, Inc. is pleased to offer this maintenance proposal for the HVAC systems at the above referenced facility for the sum of: **$3,020.00**

This proposal is for a **Preventive Maintenance Agreement** per the attached scope of coverage.

We include the following:

1) Maintenance of systems listed above shall include.

➢ In-plant tests on water samples from pertinent points in the various systems under treatment
➢ Periodic laboratory water analysis of all systems under treatment
➢ Consulting on Water and Energy related topics
➢ Checking of all Automatic Control Equipment for proper operation and making any necessary adjustments including calibrations
➢ Personal inspection of water systems and equipment in operation and under treatment
➢ Review of system history to determine developing trends and recommend possible improvements
➢ Providing an emailed report to the facility designated representatives covering the results of tests, discussions, and recommendations for immediate action
➢ Providing all necessary test procedures as well as testing supplies
➢ Maintaining ongoing corrosion studies in accordance with ASTM Standards

➢ Conducting training seminar(s). The training seminar is to train/re-train plant employees in proper methods of water treatment, test procedures, and use of testing equipment
➢ Inventory of products and supplies
➢ Corrosion of metal in the closed water system. Our services will include, but are not limited to, laboratory services, testing reagents and regular on-site service visits. Service reports will be emailed to you or your designated representative. (See Technical Points of Interest for further details) Our Water Treatment Program includes control of corrosion and biological growth on the following systems: ➢ One (1) Closed Loop System

2) This proposal is based on normal working hours, i.e. Monday through Friday 8:00 A.M to 4:30 P.M.

We exclude the following:

1. Pollution, connection, tapping, usage or impact fees.
2. Temporary facilities, i.e. toilets, water, sanitary, storm, electrical, HVAC, utilities, fencing, enclosures, barricades, etc.
3. Inspection of fire dampers, fire/smoke dampers, smoke dampers or control dampers not listed above.
4. Unless otherwise noted in this proposal the duct system, dampers, damper assemblies, damper actuators, duct connections, air distribution devices, grilles, flex duct or diffusers are not covered under this agreement.
5. Indoor Air Quality testing of any kind unless otherwise noted.
6. Airside or water side testing and balancing of any kind unless otherwise noted.
7. Any work pertaining to the fire alarm or fire protection system unless otherwise noted.
8. Premium time work unless otherwise noted.

Billing and Service Details:

1. The service agreement will be billed to the customer on a Quarterly basis at $755.00

This proposal is good for **30** days from the above referenced date. If you have any questions regarding this proposal, please call me at (352) 376-2366.

Sincerely,

John Waldrop
General Manager

Acceptance:

Signature: _____ Date: _____

Print: _____

Comfort Is Our Business. Peace Of Mind Is Our Promise.

Certificate Of Completion

Envelope Id: 14CDFF72-A452-4CB5-8FDA-4B5400BC1912 Status: Completed

Subject: SIGNATURE: Closed Loop Chilled Water Treatment/Maintenance Agreement - Comfort Temp Co. (FAC/230689)

Source Envelope:

Document Pages: 5 Signatures: 4 Envelope Originator:

Certificate Pages: 5 Initials: 0 April Adolf

AutoNav: Enabled 110 SE Watula Avenue

EnvelopeId Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471

aadolf@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: April Adolf Location: DocuSign

10/17/2025 9:52:29 AM aadolf@ocalafl.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: Docusign

Signer Events	Signature	Timestamp
John Waldrop service@comforttemp.com General Manager Security Level: Email, Account Authentication (None)	Signed by: John Waldrop E66D5278B7D5404... Signature Adoption: Pre-selected Style Using IP Address: 66.231.128.112	Sent: 10/17/2025 10:13:29 AM Viewed: 10/17/2025 10:15:46 AM Signed: 10/17/2025 10:35:54 AM
Electronic Record and Signature Disclosure: Accepted: 10/17/2025 10:15:46 AM ID: cbd38e79-87ae-4f17-800e-53b460c48517		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 10:35:55 AM Viewed: 10/23/2025 9:08:01 AM Signed: 10/23/2025 9:08:50 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 9:08:52 AM Viewed: 10/23/2025 11:26:30 AM Signed: 10/23/2025 11:27:34 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signed by: Angel B. Jacobs 8DB3574C28E54A5... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 11:27:36 AM Viewed: 10/23/2025 11:29:12 AM Signed: 10/23/2025 11:29:30 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/23/2025 11:29:12 AM ID: e8132bf4-c825-48e7-b670-f5e55588cc99		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 10:13:29 AM
Certified Delivered	Security Checked	10/23/2025 11:29:12 AM
Signing Complete	Security Checked	10/23/2025 11:29:30 AM
Completed	Security Checked	10/23/2025 11:29:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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CONTRACT# FLT/250724

Authorized GM Envolve Warranty Service Station

This Authorized GM Envolve Warranty Service Station Agreement (the "Agreement"), is effective when executed by General Motors LLC ("GM") through the General Motors Envolve Operations and Support organization ("GM Envolve") and by the "Fleet Operator" identified below:

a corporation ☐ in state of FL an LLC ☐ other ☑ Municipality (specify)	City of Ocala Fleet Management Entity Name Ocala (City) Marion (County) Florida (State) 34470 (9 Digit Zip Code)

Background:

A. Fleet Operator currently purchases or leases (or in the future may purchase or lease) GM vehicles ("GM Vehicles") through authorized GM dealers (each, a "GM Dealer") in connection with Fleet Operator's business, which may or may not include renting or leasing or otherwise providing GM Vehicles for use by third-parties (each, if applicable, an "End User");

B. GM Envolve is an internal GM consolidated operation for fleet service under which Fleet Operator desires to perform certain warranty diagnosis, service and repairs, special policy service and adjustments, goodwill policy service and adjustments and campaign service and adjustments on GM Vehicles as specifically identified herein (collectively, the "Authorized Service") and to receive certain reimbursements or compensation from GM in connection with the same as further described in this Agreement. Fleet Operator will perform such Authorized Service only at the following approved service facilities ("Authorized Warranty Service Station(s)"), by Fleet Operator's trained technicians on those fleet vehicles owned by Fleet Operator:

1805 NE 30th Ave, Bldg 200	Ocala	FL	34470
(Address)	(City)	(State)	(9 Digit Zip Code)

*Additional sites may be listed as an appendix to this agreement.

where Fleet Operator has approved service facilities ("Authorized GM Envolve Warranty Service Station(s)"); and

C. Pursuant to this Agreement, GM authorizes, and Fleet Operator agrees to perform the Authorized Service at its Authorized GM Envolve Warranty Service Station(s) pursuant to the terms and conditions in this Agreement.

Check all that apply/approval is only applied to those checked:

☐ Buick ☐ Cadillac ☑ Chevrolet ☑ GMC ☑ Medium Duty
☑ Electric Vehicles (**non-High Voltage Work only**)

Docusign Envelope ID: E72076BC-EC7A-423B-8506-180E48CF6576

Authorized GM Envolve Warranty Service Station

Agreement:

The parties hereby agree as follows:

1. (a) Subject to Fleet Operator's full compliance with the terms and conditions of this Agreement, GM hereby authorizes Fleet Operator, solely at the Authorized GM Envolve Warranty Service Station(s), and as part of the Authorized Service, to perform PDI and certain warranty service and repairs, special policy service and adjustments, goodwill policy service and adjustments and campaign service and adjustments as outlined above ("Warrantable Adjustments"), all as implemented, announced, and approved by GM, and performed in accordance with the requirements and provisions of GM Envolve Service Policies and Procedures Manual and applicable GM Service Bulletins. The GM Envolve Service Workbook (the "Workbook") provided to Fleet Operator by GM Envolve is incorporated into and made part of this Agreement and must be completed for this Agreement to be valid. Fleet Operator must comply at all times with the terms and conditions of the Workbook.

(b) Notwithstanding the foregoing, regarding GM Electric Vehicles, Fleet Operator is not authorized to, and will not, attempt to diagnose or perform any high voltage work on or relating to the EV battery and/or EV battery components, including, but not limited to, disconnecting the 12-volt system for access to the EV battery and/or EV battery components and the high voltage tasks identified in the Service Information (collectively, "High Voltage Work"). High Voltage Work may only be performed by an EV certified technician at an authorized GM Dealer. GM may, from time to time and at its sole discretion, identify and provide Fleet Operator with specific activities that do or do not constitute High Voltage Work, and Fleet Operator agrees to comply with the requirements set forth in this Agreement for all such activities.

(c) Prior to attempting to diagnose or repair any non-High Voltage Work on a GM Electric Vehicle, Fleet Operator's employees, agents, and representatives who perform work on any GM Electric Vehicle must (i) reference and review all Service Information regarding high voltage information, warnings, and hazards directly or indirectly applicable for any such work, and (ii) have completed all safety and Electric Vehicle training courses required by GM, as specified in the GM Envolve Service Workbook. Further, Fleet Operator must have at least two individuals per site (unless otherwise specified by GM) complete the training courses referenced in subsection (ii) above prior to Fleet Operator receiving delivery of any GM Electric Vehicle.

2. It is the Fleet Operator's sole responsibility to check all GM Vehicles/VIN's for open field actions/recalls and ensure completion and resolution prior to delivery of a GM Vehicle to End User. Such resolution must be accomplished in a manner consistent with the prohibitions set forth in this Agreement, except as otherwise specified by applicable law. Fleet Operator will not deliver a GM Vehicle to an End User with an open field action/recall. In the event Fleet Operator violates this section, GM may, in its sole discretion, debit back any PDI payments made by GM for any GM Vehicles delivered in violation of this section and/or immediately terminate the Agreement.

3. Fleet Operator's location is required to have access to and abide by Service Information, appropriate tools, and resources to maintain and complete receiving/incoming inspections, store vehicles, report vehicle in-transit damage and document/complete PDI inspection forms, document completion by VIN as required by GM's Service Policy & Procedures Manual (Transportation, Vehicle Storage and PDI) and other guidelines in the Service Policy & Procedure Manual. Training, Service and Tools may require additional fees. All damage in transit repairs must be completed by a GM Dealer. Fleet Operator must

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maintain processes for vehicle receiving, inspection, damage reporting, storage, PDI documentation by VIN and completion, training.

4. Fleet Operator shall submit for reimbursement for Warrantable Adjustments performed by Fleet Operator under this Agreement, and GM will reimburse Fleet Operator for such Warrantable Adjustments in accordance with current GM Envolve Service policies and procedures.

5. GM will reimburse Fleet Operator for labor based upon the amount of time shown in the GM Labor Time Guide multiplied by the Fleet Operator's approved labor rate(s).

6. Fleet Operator agrees to use only genuine GM-approved Parts and Accessories in performing Warrantable Adjustments paid for by GM.

7. GM will reimburse Fleet Operator for parts in accordance with applicable provisions of the GM Envolve Service Policies and Procedures Manual.

8. GM Envolve representatives will visit the Authorized GM Envolve Warranty Service Stations periodically and will provide reasonable assistance in the proper handling of GM Envolve maintenance requirements in general and of warranty claim processing.

9. GM will offer general and specialized service courses from time to time to which Fleet Operator, based on the needs of Fleet Operator's service personnel, shall send members of Fleet Operator's service organization at Fleet Operator's expense.

10. Fleet Operator will provide a sufficient number of competent, trained service personnel at the Authorized GM Envolve Warranty Service Station(s) adequate for it to perform the Authorized Service, including Warranty Adjustments permitted under this Agreement. Completion of recommended technical training (beyond any required training) for GM Vehicles, including Electric Vehicles, are the sole responsibility of the Fleet Operator. GM strongly recommends that all of Fleet Operator's technicians complete the safety and Electric Vehicle training courses supplied by GM.

11. Fleet Operator shall perform its responsibilities for Authorized Service, including PDI and Warrantable Adjustments, in compliance with all government requirements and regulations, as well as in accordance with such recommendations, specifications, and instructions relating thereto as may be furnished to Fleet Operator by GM.

12. Fleet Operator shall provide and maintain the Authorized GM Envolve Warranty Service Station(s), adequate in size and layout for service, to enable Fleet Operator to fulfill its responsibilities under this Agreement.

13. Fleet Operator shall provide and maintain at the Authorized GM Envolve Warranty Service Station(s) adequate service equipment, including adequate lift hoist, forklift, and special tools, to enable Fleet Operator to fulfill its responsibilities for Authorized Service, including Warrantable Adjustments, under this Agreement. Fleet Operator acknowledges that such adequate service equipment may differ for different categories of GM Vehicles (such as internal combustion engine vehicles versus Electric Vehicles).

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14. Fleet Operator will establish and maintain a vehicle maintenance program acceptable to GM Envolve in its sole discretion, including records of maintenance and warranty claims.

15. Fleet Operator will indemnify, defend, and hold harmless GM, including its affiliates, subsidiaries, officers, directors, shareholders, agents, and employees, from and against any liability, claim, demand, and expense (including attorney fees and court costs) arising from or relating to (i) any failure of Fleet Operator to fully perform any of its obligations under this Agreement, or (ii) Fleet Operator's performance of any Authorized Service, including PDI and Warrantable Adjustments, on any GM Vehicles. *See below

16. It is understood and agreed that Fleet Operator by reason of the execution of this Agreement is not granted any right to sell any new GM product. Fleet Operator is not granted any right to use any name, other trademark, or service mark (including the distinctive outline or form thereof) owned by GM. Fleet Operator agrees not to use such name or trademark in or as a part of its trade name.

17. Unless terminated earlier, the term of this Agreement shall be five (5) years, beginning on the date that GM executes this Agreement. Either party may terminate this written Agreement upon thirty (30) days' advance written notice to the other party. GM may terminate this Agreement effective immediately upon any default by Fleet Operator of this Agreement.

18. This Agreement is not valid until and unless it is executed by GM.

19. Fleet Operator will comply with all applicable laws, rules, regulations, orders, conventions, and ordinances.

20. Fleet Operator agrees to provide GM a viable account number to facilitate monthly open account transactions by utilizing an electronic funds transfer process. If at any time the Fleet Operator's open account becomes invalid or cannot receive transactions the Fleet Operator will incur and remain responsible for a monthly check processing fee, currently $50 per check, subject to change at GM's sole discretion.

21. Miscellaneous. This Agreement will be governed by the laws of the State of ~~Michigan,~~ Florida, without regard for the principles of conflicts of laws. Fleet Operator will keep the existence and contents of this Agreement confidential and not disclose the same to any third party without prior written consent of GM, except as required by law or to those parties on a reasonable need to know basis. Fleet Operator will comply with all applicable laws in performing any Authorized Service, including PDI and Warranty Adjustments. This Agreement supersedes any previous Authorized GM Envolve Warranty Service Station Agreement between Fleet Operator and GM. In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions, and provisions of this Agreement will control. Fleet Operator may not assign, delegate, or transfer, either totally or partially, its rights and obligations under this Agreement without the prior written consent of GM. Any attempted assignment or transfer by Fleet Operator will be null and void. No amendment to this Agreement will be binding upon either party unless it is in writing and signed by the parties. This Agreement may be executed in two (2) or more counterparts and by facsimile or other means of electronically imaging a signature, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures will be valid for execution.

Docusign Envelope ID: E72076BC-EC7A-423B-8506-180E48CF6576

Authorized GM Envolve Warranty Service Station

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below:

City of Ocala Fleet Management	General Motors LLC GM Envolve Operations and Support
Fleet Operator Name	
By: Ken Whitehead (DocuSigned by: 6927E71E38874F4...) 10/23/2025	By: Yvonne G McKee (Signed by: C138E1C57D17487...) 10/21/2025
Officer Signature Date	GM Authorized Signature Date
Ken Whitehead Assistant City Manager	Renee L. Smith, Sr.Manager, GM Envolve Service Operations
Officer of Firm Name and Title **	GM Authorized Manager
1805 NE 30th Ave., Bldg. 200, Ocala, FL 34470	Modifications to Agreement approved by General Motors LLC GM Envolve Operations and Support
Address (Street, City, State, ZIP)	Signature: Yvonne G McKee (Signed by: C138E1C57D17487...)
	Printed Name: Yvonne G McKee
	Title: GM Envolve - Senior Manager Service Operations
Witness	Date: 10/21/2025

**(If signed by a representative of Fleet Operator, title such as President, Partner, etc., must be indicated.)

Approved as to form and legality:

William E. Sexton, Esq. (Signed by: A65ABBA8AED04E3...)
William E. Sexton, Esq.
City Attorney

*City of Ocala Terms and Conditions

PUBLIC RECORDS. Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 Contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

Venue for any dispute arising out of this Agreement shall be the Circuit Court in and for Marion County, Florida.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City of Ocala to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

Certificate Of Completion

Envelope Id: E72076BC-EC7A-423B-8506-180E48CF6576
Status: Completed
Subject: SIGNATURE: Authorized GM Envolve Warranty Service Station Agreement-General Motors LLC (FLT/250724)
Source Envelope:
Document Pages: 5
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
April Adolf
AutoNav: Enabled
110 SE Watula Avenue
EnvelopeId Stamping: Enabled
City Hall, Third Floor
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
Ocala, FL 34471
aadolf@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
10/16/2025 5:36:10 PM
Holder: April Adolf
aadolf@ocalafl.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Yvonne G McKee yvonne.g.mckee@gm.com GM Envolve - Senior Manager Service Operations Security Level: Email, Account Authentication (None)	Signed by: Yvonne G Mckee C138E1C57D17487... Signature Adoption: Pre-selected Style Using IP Address: 198.208.47.76	Sent: 10/16/2025 6:51:19 PM Viewed: 10/21/2025 9:40:08 AM Signed: 10/21/2025 9:41:45 AM
Electronic Record and Signature Disclosure: Accepted: 10/21/2025 9:40:08 AM ID: d9f9d412-bfb1-46ec-9581-f4dcb6a99697		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/21/2025 9:41:47 AM Viewed: 10/23/2025 8:51:58 AM Signed: 10/23/2025 8:52:32 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Ken Whitehead 5677F71E38874F4... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/23/2025 8:52:34 AM Viewed: 10/23/2025 11:16:37 AM Signed: 10/23/2025 11:19:51 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/16/2025 6:51:19 PM
Certified Delivered	Security Checked	10/23/2025 11:16:37 AM
Signing Complete	Security Checked	10/23/2025 11:19:51 AM
Completed	Security Checked	10/23/2025 11:19:51 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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COOPERATIVE PURCHASING AGREEMENT FOR SMOKE TESTING AND I & I SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR SMOKE TESTING AND I & I SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **USSI LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 65-0891727) ("Contractor").

WHEREAS, after a competitive procurement process, Seminole County entered into a Term Contract for Smoke Testing and I & I Services with USSI LLC, Contract Number IFB-604974-25/LAS (the "Seminole County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of smoke testing and I & I services pursuant to essentially the same terms and conditions provided under the Seminole County Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the Seminole County Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
   A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for smoke testing and gravity wastewater sewer systems as it may from time to time be amended or modified pursuant to its terms and provisions.
   B. **Seminole County Agreement:** shall mean the Agreement for smoke testing and gravity wastewater sewer systems between Seminole County and USSI LLC and its exhibits, as amended and attached hereto as **Exhibit A – Seminole County Agreement.**
3. **INCORPORATION OF THE SEMINOLE COUNTY AGREEMENT.** The Seminole County Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Seminole County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the

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Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

A. Exhibit A: Seminole County Agreement (A-1 through A-48)

B. Exhibit B: Letter of Approval (B-1)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Seminole County Agreement are modified and replaced, in their entirety, as follows:

A. The terms "County," or "Seminole County" shall be replaced and intended to refer to the "City of Ocala."

B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS ($190,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Seminole County Agreement**.

C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **NOVEMBER 18, 2025,** and continue through and including **MAY 21, 2028**.

D. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: : **City of Ocala Water Resources** Address: **1805 NE 30th Avenue, Bldg. 600, Ocala, Florida 34470** Attn: **Stacey Ferrante** Email: sferrante@ocalafl.gov Office: **352-351-6772**.

E. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

F. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

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I. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

6. **COMMERCIAL AUTO LIABILITY INSURANCE**. Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

   A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
   B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for products and completed operations.
   C. Policy must include coverage for contractual liability and independent contractors.
   D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

   A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.

   B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

   C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

9. **ADDITIONAL INSURANCE REQUIREMENTS.**
   A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise

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out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. **Certificates of Insurance**. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. **City as Additional Insured**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies**. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City**.

E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the public agency to perform the service.

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B. Upon request from the public agency's custodian of public records, provide the public agency 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.

C. 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 Contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum

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of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

USSI LLC
Attention: Eric McRoberts
752 Commerce Drive #15
Venice, Florida 34292
Phone: 941-725-2123
E-mail: eric@ussiusa.com

Docusign Envelope ID: 728434EF-6E73-41E9-A95B-7351B9066DC1

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

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objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
Kristen Dreyer
City Council President

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...
William E. Sexton, Esq.
City Attorney

USSI LLC

Signed by:
Eric McRoberts
E30C7CD7764E481...

By: Eric McRoberts
(Printed Name)

Title: Vice President
(Title of Authorized Signatory)

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USSI

Wastewater Inflow Abatement
Technologies & Services

AIIM
ANNUAL INFLOW & INFILTRATION
MAINTENANCE PROGRAM

USSI Annual Piggyback Contract

Active from May 21st 2025 through May 21st 2028
Additional 2 years

TERM CONTRACT
For Smoke Testing and I&I Services

Services Included:
Smoke Testing, Manhole Inspections, Inflow dish, LDL Cleanout Plug, Chimny Seal, Midnight Monitoring.

Contact USSI:

752 Commerce Drive Suite #15
Venice, FL 34292

941-926-2646
USSIUSA.COM

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INVITATION FOR BID

IFB-604974-25/LAS

WASTEWATER COLLECTION I&I- SMOKE TESTING

1301 East Second St.

Sanford, FL 32771

RELEASE DATE: March 11, 2025

DEADLINE FOR QUESTIONS: March 31, 2025

RESPONSE DEADLINE: April 9, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/seminolefl

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Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum	$3,500.00	$3,500.00
2	Maintenance of Traffic (MOT)	1	Lump Sum	$500.00	$500.00
3	Smoke Testing and Report Preparation	1	LF	$0.48	$0.48
4	Seal Manhole Chimneys 24" and smaller	300	EA	$300.00	$90,000.00
5	Seal Manhole Chimneys 25" and larger	500	EA	$50.00	$25,000.00
6	Insert HDPE 25 ½" and smaller dishes into Manholes	300	EA	$85.00	$25,500.00
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA	$100.00	$50,000.00
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA	$25.00	$1,250.00
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA	$15.00	$3,000.00
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA	$135.00	$6,750.00
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA	$85.00	$17,000.00
12	LS Basin Report/Manhole Inspections	250000	LF	$0.35	$87,500.00

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EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

Line Item	Description	Quantity	Unit	Unit Cost	Total
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250000	LF	$0.17	$42,500.00
					$352,500.48

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Seminole County
Resource Management - Purchasing & Contracts
Stephen Koontz, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

IFB No. IFB-604974-25/LAS

Wastewater Collection I&I- Smoke Testing

RESPONSE DEADLINE: April 9, 2025 at 2:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
USSI LLC	$352,500.48
Flotech Environmental, LLC	$498,501.25
EnviroWaste Services Group, Inc.	$838,800.42
National Water Main Cleaning Company	$1,633,000.77
GCU, LLC DBA Gulf Coast Underground, LLC	$3,503,755.00

Recommendation/Intent to Award: USSI, INC. Tabulated by: Louis Straffi, Sr. Procurement Analyst – BCC Date 5/13/2025 (Tentative)

X _____
Chris Graybosch, Field Operations Manager

X _____
Brad Rupert, Collections Supervisor

X _____
Sandro Aganovic, Utility Planner

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TERM CONTRACT FOR SMOKE TESTING AND I&I SERVICES FOR SEMINOLE COUNTY WASTEWATER COLLECTION SYSTEM (IFB-604974-25/LAS)

THIS AGREEMENT is dated as of the 21st day of May 2025, by and between **USSI LLC.,** duly authorized to conduct business in the State of Florida, whose address is 752 Commerce Drive, #15, Venice, FL 34292, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide smoke testing and all related work on wastewater gravity sewer systems for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's

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submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Renewals are wholly contingent on the availability of funds. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

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(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Utilities Operations Division
500 W Lake Mary Boulevard
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriation.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

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will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

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data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

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(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

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to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

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omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

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(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

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and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

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immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

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coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

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(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

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Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

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representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

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Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,**

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PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

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return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

USSI LLC
752 Commerce Drive #15
Venice, FL 34292

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

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authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

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not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness
Eric McRoberts
Print Name

Witness
Jackie Vlasak
Print Name

USSI LLC

By: _____
DION VLASAK, President/CEO

Date: 5-20-2025

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SEMINOLE COUNTY, FLORIDA

Witness
Print Name

Witness
Print Name

By: _____
GLADYS MARROZOS,
Procurement Administrator

Date: 5-21-25

As authorized for execution by the Board of County Commissioners at its May 13th, 2025, regular meeting.

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit

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Exhibit A- Scope of Services

INTRODUCTION AND INTENT
The purpose of these specifications is to provide guidance for contracting services to Seminole County Utilities Department, specifically for smoke testing and related work on wastewater gravity sewer systems operated and maintained by Seminole County Utilities Department.

RESPONSIBILITIES OF CONTRACTOR
The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the County, or specific sewer shed basins identified by the county for the purpose of smoke testing.

SECTION 1. INSPECTING MANHOLES
Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the County Utilities Engineering Department's GIS specialist or designated individual. It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. Should the Contractor provide NASSCO MACP inspections, the County will accept the standard. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

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Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically. The County reserves the right to specify deliverable format conducive to County specific reporting standards. Should the county require specific deliverables, the County will provide format for Contractor to utilize, or County and Contractor can develop desired deliverables based on metrics agreed upon between both parties.

SECTION 2. SEALING MANHOLE CHIMNEYS

The work covered under this section includes, but is not limited to, all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant, material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance =325 +/- IO psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Topcoat:

- Specific gravity> 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength> 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance =345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to

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account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and topcoat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or re-coat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120mil.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
  - NOTE: Concrete must be at least 28 days old with a compressive strength of 3500psi prior to application of sealant.
  - NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the County the opportunity to repair or replace it.

SECTION 3. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

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The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the County Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into inflow dish body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the County.

SECTION 4. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.
Smoke Testing will be used to determine the sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, stormwater, ground water, irrigation, or other forms of water intrusion into the collection system.

- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes.
- Breaks in the main sewers or laterals that leach to the surface

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- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to the County.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Factors such as defects in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Utility for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to ensure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.
- The County reserves the right to require contractor to coordinate some or all public communications with the County's Public Information Office or other designated body specified by the County.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started, and liquid smoke will be deployed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to prearranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts.
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

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Recording
Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", " missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Utility. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Utility in finding defects for follow-up activity.

Reports will be provided to the Utility no later than five (5) business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting
Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Utility because of the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Utility which will:

- Estimate the number of gallons entering the various defects per one-inch rain fall
- Estimate the number of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

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SECTION 5. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Utility's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 6. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Utility may elect to install cleanout plugs, in lieu of cleanout caps. The County's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Utility's control during smoke testing.

The plug shall be an LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one-piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shat 1 consist of a PVC material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shat l be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of0. l 87 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

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NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Utility the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 7. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Utility with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame - type, size and general condition of frame and cover
- Chimney - type, general condition and existence of liner in chimney
- Barrel and invert - type, general condition
- Pipes - type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Utility shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

SECTION 8. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use - as defined by the Utility's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significance.

SECTION 9. EXCEPTIONS

It is the intent of Seminole County to have specific processes completed within this project scope to a standard acceptable to the County. Due to the standard requested, some specific products or processes are outlined in this scope. Should a contractor desire to utilize different materials or processes as outlined in this scope, the County can approve, at the County's discretion, a different

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material or process. Before any variance from the original scope is approved, the County and Contractor must come to a specified agreement before the change can take place, and the change cannot increase costs as identified in the bid form.

SECTION 10. EMERGENCY NOTIFICATIONS

As contractors work throughout the Seminole County service area, encounters with unsafe situations may arise. Any unsafe condition uncovered by the contractor must be reported to the County immediately upon discovery. Unsafe condition examples can be a found depression, leaking water or sewer, damaged sewer infrastructure, etc. Some specific instances of dangerous or unusual situations are vertical misalignments, specifically manholes, where a manhole cover ¼ inch or more out of vertical alignment with the sidewalk is actionable to report. If any unsafe or actionable situation is discovered, the contractor shall document the findings and report it to the project manager for Seminole County, or contact the customer service department at 407-665-2110, or via email at wscustomerservice@seminolecountyfl.gov.

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum	$3,500.00	$3,500.00
2	Maintenance of Traffic (MOT)	1	Lump Sum	$500.00	$500.00
3	Smoke Testing and Report Preparation	1	LF	$0.48	$0.48
4	Seal Manhole Chimneys 24" and smaller	300	EA	$300.00	$90,000.00
5	Seal Manhole Chimneys 25" and larger	500	EA	$50.00	$25,000.00
6	Insert HDPE 25 ½" and smaller dishes into Manholes	300	EA	$85.00	$25,500.00
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA	$100.00	$50,000.00
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA	$25.00	$1,250.00
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA	$15.00	$3,000.00
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA	$135.00	$6,750.00
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA	$85.00	$17,000.00
12	LS Basin Report/Manhole Inspections	250000	LF	$0.35	$87,500.00

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EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

Line Item	Description	Quantity	Unit	Unit Cost	Total
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250000	LF	$0.17	$42,500.00
					$352,500.48

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
Page 38 of 42

Docusign Envelope ID: 728434EF-6E73-41E9-A95B-7351B9066DC1

Docusign Envelope ID: 728434EF-6E73-41E9-A95B-7351B9066DC1

EXHIBIT D

INSURANCE REQUIREMENTS

IFB-604974-25/LAS - SMOKE TESTING AND RELATED WORK ON WASTEWATER GRAVITY SEWER SYSTEMS

The following insurance requirements and limits of liability are required:

A.	Workers' Compensation & Employers' Liability Insurance:		
	Workers' Compensation:	Statutory	
	Employers' Liability:	$ 1,000,000	Each Accident
		$ 1,000,000	Disease Aggregate
		$ 1,000,000	Disease Each Employee
B.	Commercial General Liability Insurance:		
		$ 1,000,000	Per Occurrence
		$ 2,000,000	General Aggregate
		$ 2,000,000	Products and Completed Operations
		$ 1,000,000	Personal and Advertising Injury
C.	Business Automobile Liability Insurance:		
		$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Commercial Umbrella:	$ 1,000,000	Each Occurrence
		$ 2,000,000	General Aggregate
E.	Pollution Liability:	$ 1,000,000	Per Occurrence
		$ 1,000,000	General Aggregate

~~ End Exhibit __ ~~

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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Agreement Name: Wastewater Collection I&I- Smoke Testing

Agreement Number: IFB-604974-25/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604974-25/LAS are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 20th day of May, 20 25.

USSI,LLC
Consultant Name

By: _____
Print/Type Name: Eric McRoberts
Title: VP

STATE OF Florida

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 20th day of May, 20 25, by Eric McRoberts (Full Name of Affiant).

DION VLASAK
MY COMMISSION # HH 263023
EXPIRES: September 10, 2026

_____
Print/Type Name Dion Vlasak
Notary Public in and for the County
and State Aforementioned
My commission expires: 09-10-2026

E-Verify Affidavit
Revised 5/19/2021

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 18E6-6AE7-9381
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Docusign Envelope ID: 728434EF-6E73-41E9-A95B-7351B9066DC1

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Eric McRoberts

Title: VP

Signature: Date: 5-20-2025

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
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HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-604974-25/LAS

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of USSI,LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: USSI,LLC

Authorized Signature: _____ Date: 5-20-2025

Printed Name: Eric McRoberts

Title: VP

STATE OF Florida
COUNTY OF Sarasota
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of May, 20 25, by Eric McRoberts, as USSI, LLC VP on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature
Print, Type or Stamp Name of Notary: Dion Vlasak
My commission expires: 09-10-2026

(Affix Notary Stamp or Seal)

DION VLASAK
MY COMMISSION # HH 263023
EXPIRES: September 10, 2026

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
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Wastewater Inflow Abatement Technologies & Services

AIIM ANNUAL INFLOW & INFILTRATION MAINTENANCE PROGRAM

To: City of Ocala
Subject: Confirmation of Steady Pricing Under Seminole County Piggyback Contract

To Whom it May Concern,

This letter is to confirm that USSI will maintain current pricing for all work performed under the Seminole County Piggyback Contract IFB-604974-25/LAS- Wastewater Collection I&I Smoke Testing.

All pricing will remain firm for the duration of the contract term, which is active from present date through 2028, with an optional two-year renewal period extending through 2030.

Please feel free to contact our office should you require any additional information or documentation.

Sincerely,

Eric McRoberts

Eric McRoberts
Vice President
eric@ussiusa.com
941-725-2123

Certificate Of Completion

Envelope Id: 728434EF-6E73-41E9-A95B-7351B9066DC1
Status: Completed
Subject: Cooperative Purchasing Agreement for Smoke Testing and I & I Services (WRS/260106)
Source Envelope:
Document Pages: 58
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Porsha Ullrich
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
pullrich@ocalafl.gov
IP Address: 216.255.240.104

Record Tracking

Status: Original
11/3/2025 3:15:38 PM
Holder: Porsha Ullrich
pullrich@ocalafl.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
Eric McRoberts eric@ussiusa.com Vice President Security Level: Email, Account Authentication (None)	Signed by: Eric McRoberts E30C7CD7764E481... Signature Adoption: Pre-selected Style Using IP Address: 47.195.103.169	Sent: 11/3/2025 3:17:36 PM Viewed: 11/3/2025 3:21:58 PM Signed: 11/3/2025 3:23:10 PM
Electronic Record and Signature Disclosure: Accepted: 11/3/2025 3:21:58 PM ID: 6fa7429a-6ef5-4c50-b177-eb0836feee9a		
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 11/3/2025 3:23:12 PM Viewed: 11/3/2025 4:44:20 PM Signed: 11/3/2025 4:54:22 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/3/2025 3:17:36 PM
Certified Delivered	Security Checked	11/3/2025 4:44:20 PM
Signing Complete	Security Checked	11/3/2025 4:54:22 PM
Completed	Security Checked	11/3/2025 4:54:22 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Docusign Envelope ID: A959B9DE-4673-4CEE-85C1-2B737E85A761

Award #: 3X257
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Ocala Fire Rescue

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

Docusign Envelope ID: A959B9DE-4673-4CEE-85C1-2B737E85A761

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

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provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager: (please print)
Name: Pat Feagle
Title: Battalion Chief of EM
Phone: 352-572-0389
Email: Pfeagle@ocalafl.gov

Chief Official (please print)
Name: Clint Welborn
Title: Fire Chief
Phone: 352-629-8306
Email: Cwelborn@ocalafl.gov

Financial Contact: (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Alternate Point-of- Contact (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Recipient's Vendor ID (FEID/EIN): 59-60000392

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Ocala (Ocala Fire Rescue)
Address 1: 3001 NE 21 St
Address 2:
City, State, Zip: Ocala, Florida 34471

Docusign Envelope ID: A959B9DE-4673-4CEE-85C1-2B737E85A761

Award #: 3X257
CSFA: 71.092

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: 10/13/25

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Ocala Fire Rescue

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 10/10/25

Printed Name and Title: Clint Welborn, Fire Chief

*** If using a designee, sign the Chief Official Designee section below***

Recipient Chief Official Designee

DocuSigned by:
Signature: Peter Lee
5BB28E162F2E4C2...
Date: 10/21/2025

Printed Name and Title: Peter Lee City Manager

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signed by:
Signature: William E. Sexton, Esq.
4A55AB8A8ED04F3...
Date: 10/20/2025

Printed Name and Title: William E. Sexton, Esq. City Attorney

Signature: _____ Date: _____

Printed Name and Title: _____

Docusign Envelope ID: A959B9DE-4673-4CEE-85C1-2B737E85A761

Award #: 3X257
CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient: Ocala Fire Rescue **County:** Marion

1. Recipient Type (select all that apply):

   - [x] New Recipient (no funds received under this program)
   - [ ] Located in a fiscally constrained county
   - [ ] None of the above

2. How many drone pilots do you currently have on staff? 2

3. How many additional pilots are you seeking to train/certify? 2

4. How many compliant drones do you currently have in your fleet? 2

5. How many additional drones are you seeking with these funds? 2

   Based on your request, you are seeking an award amount of $ 50,000.00
   (max reimbursement of $25,000 per drone)

Provide any additional information we should consider when reviewing this request.

Ocala Fire Rescue is requesting the acquisition of two new drones to enhance our emregency response capabilities. These new assets will be integrated into our operations for every day response, special events, fire investigations/inspections, joint operations with our local law enforcement agencies and managing complex high-hazard incidents (IE: commercial structure fires, large-scale incidents, and Hazardous Materials response.) The drones are a critical tool for protecting our community and our first responders by providing essential information before they are placed in harm's way. The two drones we currently possess-generously donated by Florida Highway Patrol-are rapidly becoming unusable as the manufacturer has discontinued the model. In the short time we've had them, they have proven invaluable.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: Clint Welborn Digitally signed by Clint Welborn Date: 2025.10.10 09:07:11 -04'00' **Date:** 10/10/25

Name/Title: Clint Welborn/Fire Chief

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase 2 drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of: $ 50,000.00

Authorized Official

Date 10/13/25

Docusign Envelope ID: A959B9DE-4673-4CEE-85C1-2B737E85A761

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

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Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

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Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

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be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

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Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

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Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

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Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

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submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Certificate Of Completion

Envelope Id: A959B9DE-4673-4CEE-85C1-2B737E85A761
Status: Completed
Subject: SIGNATURE - FDLE Drone Replacement Financial Assistance Agreement (OFR/260081)
Source Envelope:
Document Pages: 13
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
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Holder: Patricia Lewis
plewis@ocalafl.org
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Pool: City of Ocala - Procurement & Contracting
Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 2:13:18 PM Viewed: 10/20/2025 3:18:14 PM Signed: 10/20/2025 3:24:03 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 2a09:bac2:8dae:10f::1b:279 Signed using mobile	Sent: 10/20/2025 3:24:05 PM Viewed: 10/21/2025 7:03:39 AM Signed: 10/21/2025 7:03:59 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 2:13:18 PM
Certified Delivered	Security Checked	10/21/2025 7:03:39 AM
Signing Complete	Security Checked	10/21/2025 7:03:59 AM
Completed	Security Checked	10/21/2025 7:03:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

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Award #: 3X257
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Ocala Fire Rescue

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

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contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

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provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager: (please print)
Name: Pat Feagle
Title: Battalion Chief of EM
Phone: 352-572-0389
Email: Pfeagle@ocalafl.gov

Chief Official (please print)
Name: Clint Welborn
Title: Fire Chief
Phone: 352-629-8306
Email: Cwelborn@ocalafl.gov

Financial Contact: (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Alternate Point-of- Contact (please print)
Name: Amy Johnson
Title: Fiscal Administrator
Phone: 352-629-8339
Email: Ajohnson@ocalafl.gov

Recipient's Vendor ID (FEID/EIN): 59-60000392

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Ocala (Ocala Fire Rescue)
Address 1: 3001 NE 21 St
Address 2:
City, State, Zip: Ocala, Florida 34471

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SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: 10/13/25

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Ocala Fire Rescue

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 10/10/25

Printed Name and Title: Clint Welborn, Fire Chief

*** If using a designee, sign the Chief Official Designee section below***

Recipient Chief Official Designee

DocuSigned by:
Signature: Peter Lee
5BB28E162F2E4C2...
Date: 10/21/2025

Printed Name and Title: Peter Lee City Manager

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signed by:
Signature: William E. Sexton, Esq.
4A55AB8A8ED04F3...
Date: 10/20/2025

Printed Name and Title: William E. Sexton, Esq. City Attorney

Signature: _____ Date: _____

Printed Name and Title: _____

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Award #: 3X257
CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient: Ocala Fire Rescue **County:** Marion

1. Recipient Type (select all that apply):

   - [x] New Recipient (no funds received under this program)
   - [ ] Located in a fiscally constrained county
   - [ ] None of the above

2. How many drone pilots do you currently have on staff? 2

3. How many additional pilots are you seeking to train/certify? 2

4. How many compliant drones do you currently have in your fleet? 2

5. How many additional drones are you seeking with these funds? 2

   Based on your request, you are seeking an award amount of $ 50,000.00
   (max reimbursement of $25,000 per drone)

Provide any additional information we should consider when reviewing this request.

Ocala Fire Rescue is requesting the acquisition of two new drones to enhance our emregency response capabilities. These new assets will be integrated into our operations for every day response, special events, fire investigations/inspections, joint operations with our local law enforcement agencies and managing complex high-hazard incidents (IE: commercial structure fires, large-scale incidents, and Hazardous Materials response.) The drones are a critical tool for protecting our community and our first responders by providing essential information before they are placed in harm's way. The two drones we currently possess-generously donated by Florida Highway Patrol-are rapidly becoming unusable as the manufacturer has discontinued the model. In the short time we've had them, they have proven invaluable.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: Clint Welborn Digitally signed by Clint Welborn Date: 2025.10.10 09:07:11 -04'00' **Date:** 10/10/25

Name/Title: Clint Welborn/Fire Chief

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase 2 drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of: $ 50,000.00

Authorized Official

Date 10/13/25

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Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

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Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

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Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

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be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

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Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

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Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

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Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

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submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Certificate Of Completion

Envelope Id: A959B9DE-4673-4CEE-85C1-2B737E85A761
Status: Completed
Subject: SIGNATURE - FDLE Drone Replacement Financial Assistance Agreement (OFR/260081)
Source Envelope:
Document Pages: 13
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

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Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.gov City Attorney Security Level: Email, Account Authentication (None)	Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 10/17/2025 2:13:18 PM Viewed: 10/20/2025 3:18:14 PM Signed: 10/20/2025 3:24:03 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2023 9:02:35 AM ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 2a09:bac2:8dae:10f::1b:279 Signed using mobile	Sent: 10/20/2025 3:24:05 PM Viewed: 10/21/2025 7:03:39 AM Signed: 10/21/2025 7:03:59 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2025 2:13:18 PM
Certified Delivered	Security Checked	10/21/2025 7:03:39 AM
Signing Complete	Security Checked	10/21/2025 7:03:59 AM
Completed	Security Checked	10/21/2025 7:03:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.