Contract #250228

Job Site Information:

City of Ocala Recreation & Parks Department

Ocala Regional Sports Plex / MLK Jr. Rec Complex / Lillian Bryant Park / Tuskawilla Park / Scott Carragan Park / Jervey Gantt Park / Bigsun Youth Soccer Complex

1307 NW 4th Avenue

Ocala, FL 34475

Application Details:

Booked Acreage/Area:

66

Number Of Bags Required:

33 Bags

*Additional bags available for purchase, if needed

Areas To Be Treated:

Athletic - Baseball/Softball; Athletic - Football; Athletic - Soccer; Practice Area

Approximate Start Time:

Early Morning

Contact Information:

Contact Name:

Richie Crile

Contact Mobile:

352-251-5608

Contact Email:

rcrile@Ocalafl.gov

Sales Representative:

Gary James

Howard Fertilizer & Chemical, Inc.

Do You Need To Make Changes Or Updatest.

Manage Your Job

Unless arranged in advance, all applications are scheduled and staffed for early morning starts

Docusign Envelope ID: CBB6E60B-08CC-4027-8765-64EBA451FD6E



Pest Lic#. DL4714

Bill To:

City Of Ocala 1307 NW 4th Ave. Ocala, FL 34470-6412

Ship To:

City Of Ocala - Ocala,FL

1307 N.W. 4th Avenue Ocala Regional Sports Complex

Ocala, FL 34475

Shipping Via.

Flatbed Delivery

Invoice

150515502

Invoice Date **Due Date**

10/09/2024 05/01/2025

Customer ID

262900

Customer P.O. Salesperson Shipping Loc.

Ritchie Crile

523 150

HOWARD

Ticket(s)

150310993

Comments: BAH Order 2024

Quantity

Description

Unit Price

Total \$

33.000 Bags

Chipco Choice 50lb

220.00 /Bags

7,260.00

Sub Total

7,260.00

Amount Due

7,260.00

DO NOT SHIP

Remit To: Howard Fertilizer & Chemicals LLC PO Box 978926

Dallas TX 75397-8926 Phone #: 407-855-1841

City Of Ocala

Pesticide # CM25414 Exp. Date 03/31/2026

Invoice

150515502

contract 250228

From: Dave Meske dmeske@southernspils.com

Your Chipco Choice Application Is Booked For Wednesday, Apr

30, 2025

Date. Sep 24, 2024 at 2:35:58 PM

To Gary James OJames@howarsterf.com

*** External Email ***



The Leading Custom Chemical Applicator In Turf And Ornamental

Chipco Choice / Ronstar G / Fipronil / Curfew / Basamid G / Oxadiazon 2G



Richie,

Thank you for choosing Southern Soils. We appreciate your business and look forward to providing you with exceptional service.

Your Chipco Slit application has been scheduled for 1 day(s) starting on Wednesday, Apr 30, 2025.

We look forward to seeing you, and if you have any questions or concerns, please don't hesitate to contact us; we'll be happy to assist you.

Please review the details below for accuracy

(conditions permitting) and closed course/blocked tee times.

Delayed starts and applying while in play must be arranged in advance as those situations impact applicator safety and the time and amount of acreage that can be completed in one day. We appreciate your consideration and assistance to keep our applicators safe and efficient.

David Meske (321) 229-1710 DMeske@southernsoils.com

Southern Soils Turf Solutions #194 3rd Ave South Soite (in 3 Nuples, Ft. 34402

Job Wumber 12445

Link







Service Agreement

Terms and Conditions

The CUSTOMER is responsible for arranging and coordinating the purchase and delivery of the PRODUCT through a DISTRIBUTOR unless the Product is to be provided by SOUTHERN SOILS, SOUTHERN SOILS, a Certified Applicator, will apply the PRODUCT in accordance with the label to those areas designated by the CUSTOMER as identified in this Agreement. The CUSTOMER agrees that this area is accurately identified in the TREATMENT AREA section of this Agreement, SOUTHERN SOILS will apply the PRODUCT on the scheduled application date, or a date mutually agreed upon by SOUTHERN SOILS and the CUSTOMER agrees to provide a written notice at least ten (10) days prior to the scheduled application date if any changes to the scheduled application date are required, CUSTOMER agrees to pay a \$500,00 rescheduling fee in the event the CUSTOMER cancels or reschedules the application date within 10 days of the scheduled application date, except for reasons due to weather.

The DISTRIBUTOR is responsible for providing to the CUSTOMER an MSDS and a label for the PRODUCT prior to the scheduled application date. SOUTHERN SOILS, DOES NOT MAKE OR EXTEND ANY WARRANTY FOR MERCHANTABILITY OR FITNESS, OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED. CUSTOMER must comply with all application requirements as specified on the PRODUCT label.

SOUTHERN SOILS will notify the CUSTOMER in the event SOUTHERN SOILS adds a fuel surcharge to cover fuel costs, which will be at SOUTHERN SOILS' sole discretion and based on applicable market conditions. SOUTHERN SOILS will invoice the CUSTOMER within ten (10) business days of the date the application is completed, and unless otherwise agreed to, the CUSTOMER agrees to pay SOUTHERN SOILS within 15 days of the actual date of application.

- 1. Express Disclaimer of Warranties. Customer expressly acknowledges and agrees that any warranties with respect to the products to be applied or provided under or pursuant to this Agreement (the "Product") and the services provided or to be provided under this Agreement ("Services") are expressly limited to the warranties, if any, provided by the Product manufacturer, and that Southern Soils is in no way responsible for any warranties or representations relating to the Product, the application of the Product, or the Services, CUSTOMER expressly acknowledges and agrees THAT Southern Soils MAKES NO REPRESSOR THATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE PRODUCT, THE SERVICES, OR THE SUITABILITY OF THE PRODUCT FOR APPLICATION, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SOUTHERN SOILS BE LIABLE OR RESPONSIBLE FOR ANY LOST PROFITS, LOST INCOME, LOST REVEENUE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE PRODUCTS OR THE SERVICES.
- Indemnification and Release. Customer shall indemnify, defend, and hold harmless Southern Soils and its members, managers, agents, employees, officers, directors, shareholders, parents, subsidiaries, affiliates, successors, and assigns (together, with Southern Soils, the "Indemnified Parties") from and against any and all Liabilities (as hereinafter defined) which any one or more of the Indemnified Parties may incur, suffer, or be required to pay resulting from or arising in connection with any personal injury, death, loss of use, diminution in value, or other property damage arising out of, resulting from, or relating to the Product, the application of the Product, this Agreement, and/or the Services, but excepting only actual and material property damage caused solely by the gross negligence or willful misconduct of the Indemnified Parties. Customer further releases, and waives any and all claims against, the Indemnified Parties resulting from or arising in connection with any personal injury, death, loss of use, diminution in value, or other property damage arising out of, resulting from, or relating to the Product, the application of the Product, this Agreement, and/or the Services, but excepting only actual and material property damage caused solely by the gross negligence or willful misconduct of the Indemnified Parties. For purposes of this Section, "Liabilities" means any and all actual or threatened liabilities, losses, damages, penalties, fines, assessments, expenses, and costs of any kind or nature required to be paid by any one or more of the Indemnified Parties to any third party, whether direct or indirect, absolute or contingent, known or unknown, including without limitation costs of settlement, reasonable attorneys' fees, and related costs and expenses.

The releases contained in this Section extend and apply to, and also cover and include, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, losses, and liabilities, and the consequences thereof, as well as those now disclosed and known to exist. Customer acknowledges that it has read and understands Section 1542 of the California Civil Code which reads as follows: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the

time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

*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 or liability existing under Florida Statue §768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any processing brought under this Agreement is barred by any applicable statute of limitations

Customer hereby expressly waives and relinquishes all rights and benefits under that section of the California Civil Code and further expressly waives the provisions of any applicable laws that provide in substance that releases shall not extend to claims, demands, injuries, or damages that are unsuspected or unknown to exist at the time this Agreement is executed. Customer acknowledges that it may subsequently discover facts different from, or in addition to, those that Customer knows or believes to be true with respect to the claims released in this Agreement and agrees that this Agreement and the releases contained herein shall be and remain effective in all respects notwithstanding the discovery of such different or additional facts.

- 3. Noncompliance. In the event Customer is dissatisfied with all or any portion of the Services, Customer shall have seven days from the date such Services were performed to notify Southern Soils, in writing, of any defects or nonconformance. After this seven-day period, Customer will be deemed to have irrevocably accepted all Services provided by Southern Soils as is. Notwithstanding the foregoing, in no event shall Southern Soils be responsible for any inquiries, complaints, or claims relating to the Product. Customer expressly acknowledges and agrees that all inquiries, complaints, or claims relating to the Product shall be directed to, and shall be the sole responsibility of, the product manufacturer and/or distributor. In no event shall Southern Soils be deemed to be a distributor of the Product.
- 4. <u>Late Payments.</u> Invoices or amounts not paid when due will accrue interest on the unpaid balance thereof at a rate equal to the lesser of 18 percent per month) and the maximum rate allowed by law. Customer shall be responsible for all attorney's fees and costs incurred by Southern Soils in the collection of any amounts due, whether or not litigation is commenced.
- 5. Representations and Warranties of Customer. Customer represents and warrants to Southern Soils as follows:
 - a. Customer is duly organized, validly existing and in good standing under the laws of its state of incorporation/organization or appropriate country. It has all requisite power and authority to enter into this Agreement and perform its obligations hereunder.
 - b. The execution, delivery, and performance by Customer of its obligations under this Agreement have been duly authorized by all necessary action of Customer.
 - c. This Agreement constitutes the legal, valid, and binding obligation of Customer and is enforceable against Customer in accordance with its terms and does not conflict with any other contracts or agreements to which Customer is a party.
 - Customer has made its own independent investigation with respect to the Products and their application to Customer's property and is not relying on any representations or statements of Southern Soils or its members, managers, agents, employees, officers, directors, shareholders, parents, subsidiaries, or affiliates that are not expressly set forth in this Agreement.
- 6.1 Attorney's Fees. In the event suit is brought by the Customer against Southern Soils relating in any way to this Agreement, the Product, and/or the Services provided or to be provided by Southern Soils, and in the event Southern Soils is the prevailing party in such suit, Customer shall pay all of Southern Soils' attorney's fees and costs incurred in defense of such suit, including but not limited to all pre-suit, trial level, and appellate level costs.
- 7. Independent Contractors. Customer and Southern Soils (individually, a "Party", and collectively, the "Parties") are each independent contractors and neither Party is an employee, agent, representative, partner, or joint venturer of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other.







Service Agreement

- Governing Law, Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, If any provision of this Agreement conflicts with any statute or rule of any law in Florida or is otherwise unenforceable for any reason, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Each of the Parties agrees that any legal action or proceeding with respect to this Agreement may be brought exclusively in the state courts located in Collier County, Florida, or the federal court presiding over such county, and by execution and delivery of this Agreement, each Party to this Agreement irrevocably submits itself in respect of its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of this Agreement. Each of the Parties to this Agreement irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in this Section. Nothing in this paragraph will affect or eliminate any right to serve process in any other manner permitted by law. THE PARTIES IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY OF ANY CAUSE OR ACTION, CLAIM, COUNTERCLAIM, OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY PORTION ON THIS AGREEMENT, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY, THE PARTIES REPRESENT THAT THEY HAVE CONSULTED WITH COUNSEL REGARDING THE MEANING AND EFFECT OF THE FOREGOING WAIVER OF THEIR JURY TRIAL RIGHT.
- 9. <u>Force Majeure</u>. If the performance by Southern Soils of Services or any other obligation under this Agreement is prevented, restricted, interfered with, or delayed by reason of Force Majeure (as is hereinafter defined), Southern Soils shall be excused from such performance to the extent of such prevention, restriction, interference, or delay, provided that Southern Soils shall use commercially reasonable efforts to continue performance whenever such causes are removed. For purposes of this Agreement, "Force Majeure" is defined as: acts of God; acts, regulations, orders, decrees, or laws of any government or agency thereof, war, fire, floods, export issues, civil commotion, labor disturbances, shortages, strikes, or disputes, Product shortages, epidemic or pandemic, governmental shutdowns or actions, or other causes beyond the reasonable control of Southern Soils.
- Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person, entity, party or circumstance is held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement (or the remaining portion thereof) or the application of such provision to any other parties or circumstances.
- 11. Survival. The terms of this Agreement shall survive its termination.
- 12. No Third-Party Beneficiary. Each Party to this Agreement intends that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties to this Agreement.
- 13. Entire Agreement. This Agreement and all exhibits hereto set forth the entire agreement and understanding of the Parties relating to the subject matter contained herein and merge all prior discussions and agreements, both oral and written, between the Parties. Customer acknowledges and agrees that, in entering into this Agreement, Customer is not relying on any promise, agreement, or statement, whether written or oral, that is not expressly and fully set forth in this Agreement. Customer agrees that the use of pre-printed forms, including emails, or acknowledgements is for convenience only and any such pre-printed terms and conditions stated thereon are void and of no effect. No amendment or modification to this Agreement shall be valid unless set forth in writing, which writing specifically references that it is serving as an amendment this Agreement and signed by duly authorized representatives of both Parties.
- 14. Interpretation. The headings and section references contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.
- 15. Counterparts; Delivery by Facsimile or E-Mail. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Any signature page delivered via facsimile or e-mail shall be binding to the same extent as an original signature page. Any electronic signature of a Party shall be binding to the same extent as an original signature.

Docusioned by James	1/6/2025
Thomas D. Seeber, President Southern Soils	Date
Cocusigned by: Ken Whitehead 50777153894744	1/7/2025
Turf Manager or Authorized Representative	Date

Approved as to form and legality:

William E. Sexton, Esq.

William E. Sexton, Esq. Citv Attornev



Certificate Of Completion

Envelope Id: CBB6E60B-08CC-4027-8765-64EBA451FD6E

Subject: FOR SIGNATURE - Mole Cricket Treatment & Application Agreement (REC/250228)

Source Envelope:

Document Pages: 6 Signatures: 3 **Envelope Originator:** Initials: 0 Certificate Pages: 5 Porsha Ullrich

AutoNav: Enabled

Envelopeld 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

Sent: 1/3/2025 12:47:02 PM

Viewed: 1/4/2025 7:19:41 AM

Signed: 1/6/2025 7:24:03 AM

Sent: 1/6/2025 7:24:05 AM

Viewed: 1/7/2025 8:37:44 AM

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Sent: 1/7/2025 8:39:31 AM

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Signed: 1/7/2025 8:42:17 AM

110 SE Watula Avenue

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pullrich@ocalafl.gov 1/3/2025 12:37:34 PM

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Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: DocuSign

Signer Events Signature **Timestamp**

Gary David James gjames@howardfert.com

Security Level: Email, Account Authentication

(None)

Signature Adoption: Drawn on Device Using IP Address: 99.20.113.121

William E. Sexton, Esq.

Electronic Record and Signature Disclosure:

Accepted: 1/4/2025 7:19:41 AM ID: bcb8ab50-9bc6-4e20-8bbe-d684ed07395a

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney City of Ocala

(None)

Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ken Whitehead kwhitehead@ocalafl.org Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104

Ken Whitehead

5677F71F38874F4

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 Timestamp Status**

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 Envelope Sent	Status Hashed/Encrypted	Timestamps 1/3/2025 12:47:02 PM
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Envelope Sent	Hashed/Encrypted	1/3/2025 12:47:02 PM
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	1/3/2025 12:47:02 PM 1/7/2025 8:40:04 AM
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	1/3/2025 12:47:02 PM 1/7/2025 8:40:04 AM 1/7/2025 8:42:17 AM

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.

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.