



## 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 **STATE OF FLORIDA, DEPARTMENT OF HEALTH, MARION COUNTY HEALTH DEPARTMENT** ("Advertiser").

### RECITALS

**WHEREAS**, The City of Ocala is the administrative agency for the Ocala/Marion County public transit system known as SunTran; and,

**WHEREAS**, the Marion County Health Department, a subdivision of the State of Florida Department of Health, 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 Advertiser 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 Advertiser'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-6)
    - Exhibit C: SunTran Advertising Policy (C-1 through C-2)
    - Exhibit D: State of Florida Department of Health Purchase Order Terms and Conditions (D-1 through D-10)

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 D, then (2) Exhibit C, then (3) Exhibit B, then (4) Exhibit A.
3. **SERVICES.** City will provide **ONE (1)** SunTran bus for installation of bus wrap display advertising. Advertiser 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. Advertiser is responsible for these separate expenses, which includes wrap removal at the conclusion of the contract term.
4. **COMPENSATION.** Advertiser shall pay to City **ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000)**, payable in monthly installments of **NINE HUNDRED SIXTEEN AND 67/100 DOLLARS (\$916.67 per month)** for the **12-MONTH** consecutive advertising term.



The monthly installments of \$916.67 will commence after final installation of the bus wrap and shall continue until the balance of \$11,000 is paid in full. Advertiser will be considered in default for failure to submit timely payments.

5. **TERM & TERMINATION.** This Agreement shall begin on **JULY 1, 2023** and terminate at the end of the business day on **JUNE 30, 2024**.

If the bus is inoperable for any reason during the contract term, this Agreement shall be extended 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 Advertiser hereunder. Notwithstanding City's termination of this Agreement, Advertiser 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 Advertiser 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 Advertiser performs hereunder.
8. **ACCESS TO FACILITIES.** City will provide Advertiser 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 Advertiser. 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 Advertiser shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Advertiser 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 Advertiser 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 Advertiser or keep and maintain public records required by the public agency



to perform the service. If the Advertiser transfers all public records to the public agency upon completion of the contract, the Advertiser shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Advertiser keeps and maintains public records upon completion of the contract, the Advertiser 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 THE ADVERTISER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ADVERTISER'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](mailto:clerk@ocalafl.org); 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. Advertiser is a state agency. State, counties, municipalities, or political subdivisions of a state are sales tax exempt as per Section 212-08(6), Fla. Stat. Advertiser will not be authorized to use the City's Tax Exemption Number for securing materials listed herein.
13. **AUDIT.** Advertiser 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.** Advertiser 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.** Advertiser must have disclosed with the submission of its bid, the name of any officer, director, or agent who may be employed by the City. Advertiser must disclose the name of any City employee who owns, directly or indirectly, any interest in Advertiser 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.

- 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. **INDEMNITY.** Each party shall be responsible for the liabilities of their respective agents, servants, and employees, to the extent legally permissible to either party.
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 Advertiser:

Florida Department of Health in Marion County  
Attn: Christy Jergens, Community Health Director  
1801 SE 32<sup>nd</sup> Avenue  
Ocala, Florida 34471  
Phone: 352-644-2677  
E-mail: [christy.jergens@flhealth.gov](mailto:christy.jergens@flhealth.gov)

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.org](mailto:notices@ocalafl.org)



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.org](mailto:cityattorney@ocalafl.org)

22. **ATTORNEYS' FEES.** Each Party shall assume and pay its own expenses, including without limitation court costs, legal fees, expert fees, and costs of appeal, for any suit, action or proceeding arising hereunder.
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 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.** Advertiser and City acknowledge that this Agreement is a result of negotiations between Advertiser 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).** Advertiser, 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 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.

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





**CONTRACT# SUN/230551**

**IN WITNESS WHEREOF,** the parties have executed this Agreement on  
8/14/2023

**ATTEST:**

DocuSigned by:

*Angel B. Jacobs*

Angel B. Jacobs  
City Clerk

**Approved as to form and legality:**

DocuSigned by:

*William E. Sexton*

William E. Sexton, Esq.  
City Attorney

**CITY OF OCALA**

DocuSigned by:

*Peter Lee*

Peter Lee  
City Manager

**STATE OF FLORIDA, DEPARTMENT OF  
HEALTH, MARION COUNTY HEALTH  
DEPARTMENT**

DocuSigned by:

*Sherry Duncan*

Sherry Duncan

(Printed Name)

Assistant CHD Director

(Title of Authorized Signatory)

**Exhibit A- Scope of Work****Contract# SUN/230551**

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



# **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.



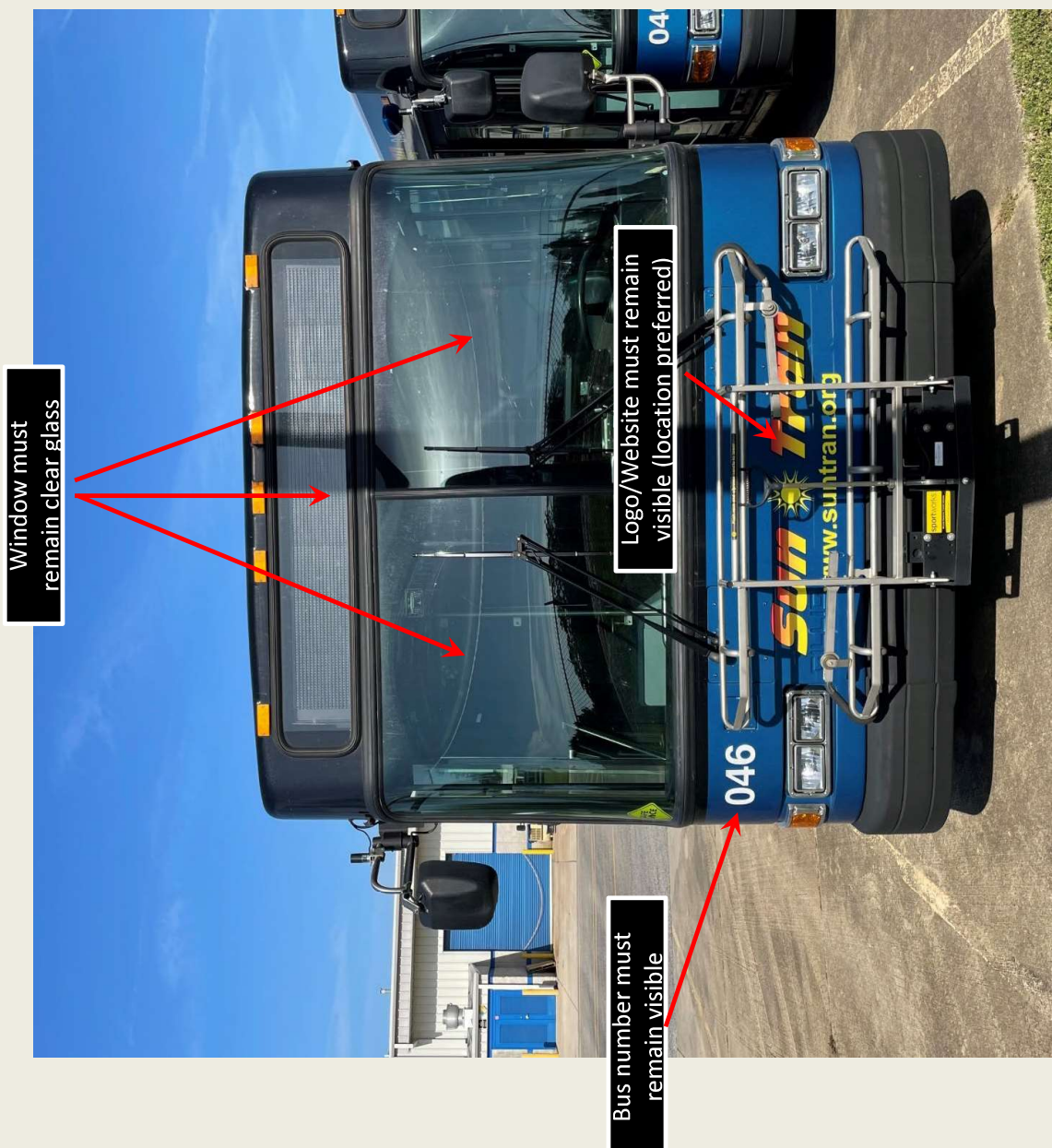
Provide Safe, Comfortable, and  
Accessible Transit Service



**Exhibit B - Specifications for  
Non-Removal Signs and Decals**

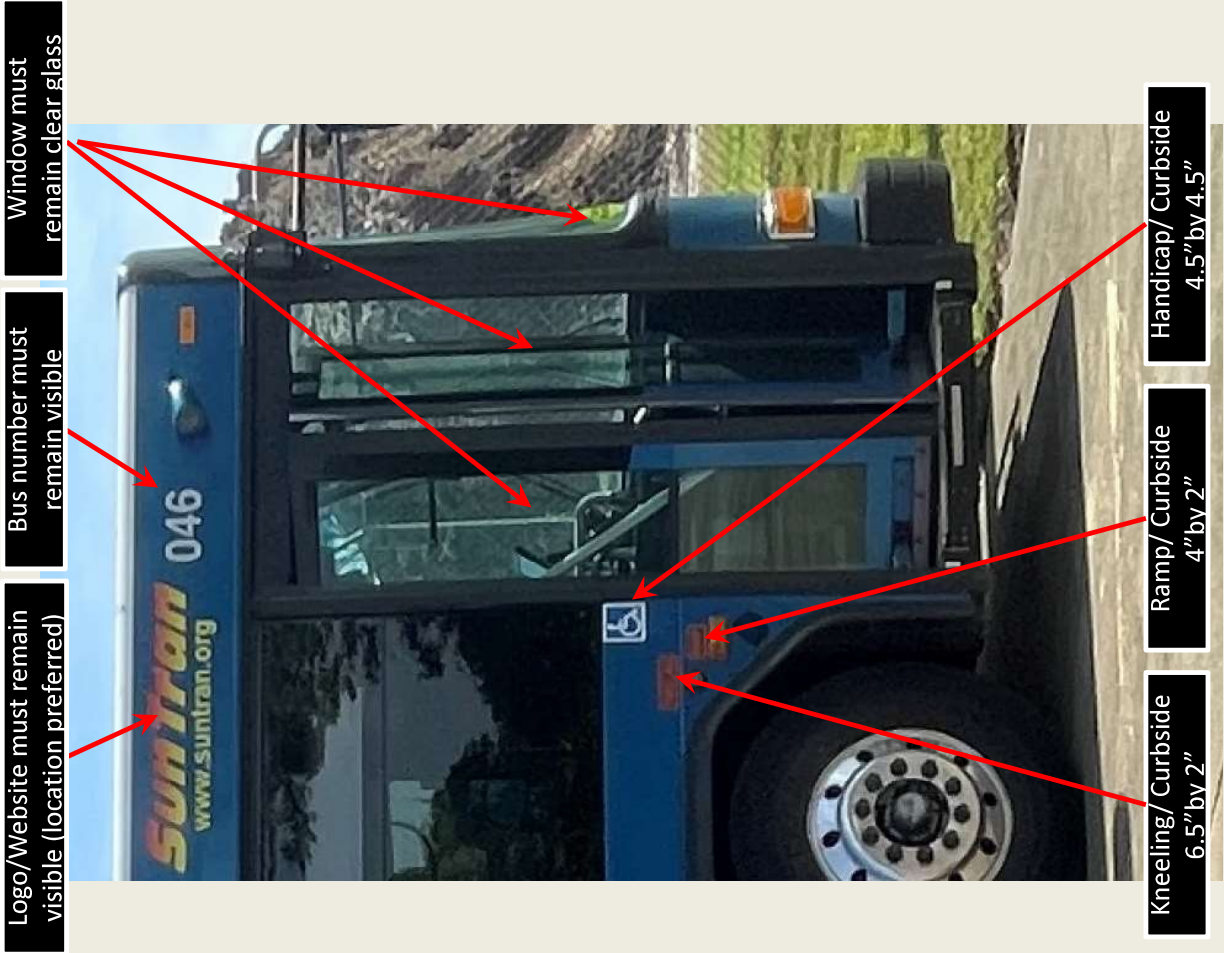
**CONTRACT# SUN/230551**

# Non-Removable Signs/Decals



Provide Safe, Comfortable, and  
Accessible Transit Service

# Non-Removable Signs/Decals



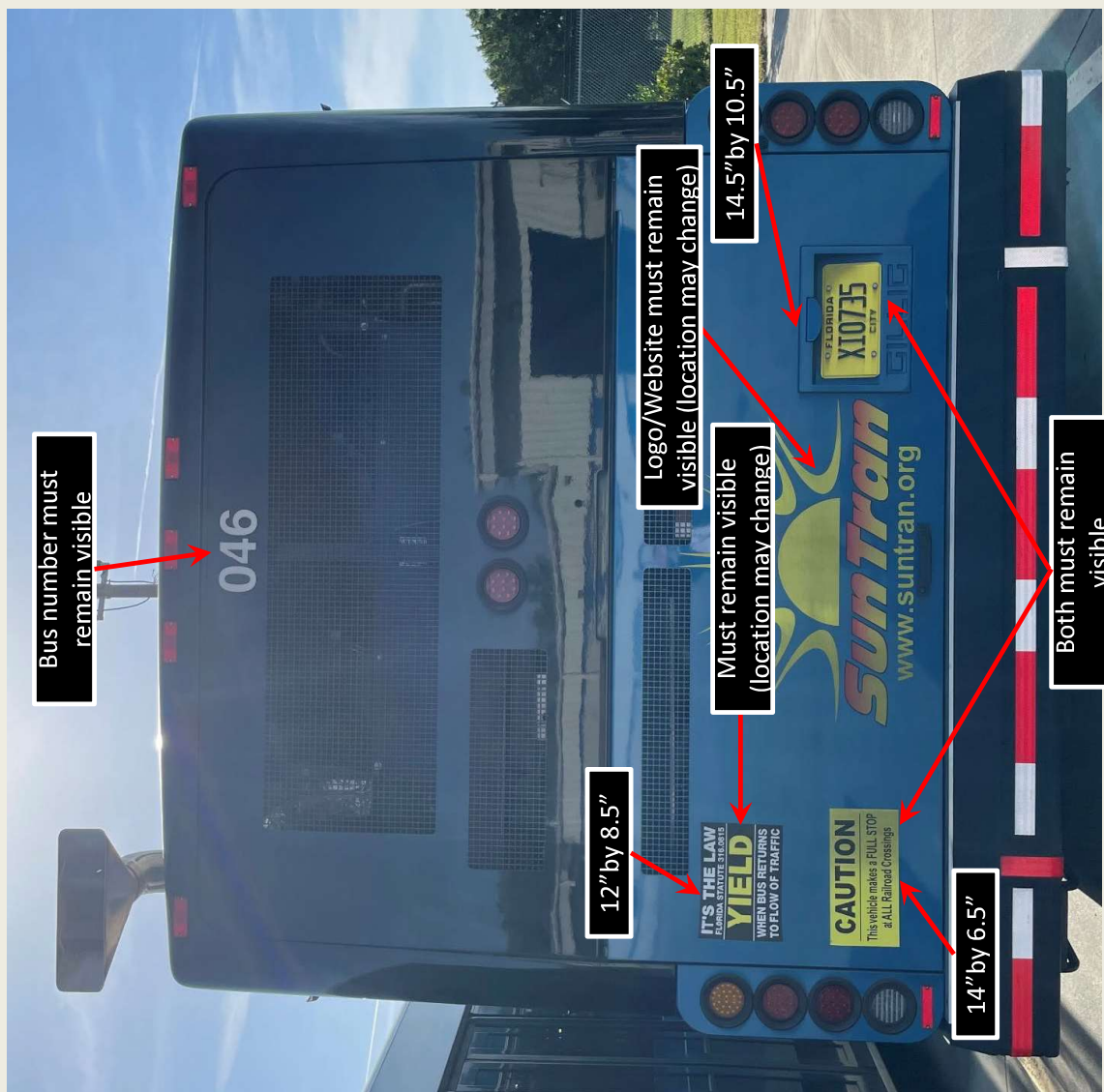
Provide Safe, Comfortable, and Accessible Transit Service



## Exhibit B - Specifications for Non-Removal Signs and Decals

CONTRACT# SUN/230551

# Non-Removable Signs/Decals



Provide Safe, Comfortable, and  
Accessible Transit Service





# Non-Removable Signs/Decals



Provide Safe, Comfortable, and  
Accessible Transit Service



## **Exhibit C – Bus Advertising Policy Contract # SUN/230551**

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.



**Exhibit C – Bus Advertising Policy Contract # SUN/230551**

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.

**STATE OF FLORIDA,  
DEPARTMENT OF HEALTH  
PURCHASE ORDER TERMS AND CONDITIONS**

The Department of Management Services (DMS) encourages agencies and eligible users to use the most current purchase order terms and conditions for all purchases made within MyFloridaMarketPlace system. DMS specifies that the terms and conditions are discretionary and may be modified as needed by agencies and eligible users. Pursuant to this acknowledgment, the Department rejects the DMS terms and conditions in its entirety. The Department's terms and conditions take precedence over any other terms and conditions.

For good and valuable consideration, received and acknowledged sufficient, the Department and Contractor, jointly referred to as the parties, agree to the following terms and conditions:

1. Independent Contractor: Contractor, including its agents, subcontractors, officers, and employees, is an independent contractor under this purchase order, and in no manner shall the Contractor be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment. Contractor remains responsible for all applicable federal, State, and local taxes and all FICA contributions.
2. Compliance with Laws: Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and performance of its obligations under the purchase order.
3. Purchase Order Term: The purchase order begins on the date of issuance, unless otherwise specified by the Department. Contractual services or commodities to be provided by the Contractor must be completed by the date specified on the purchase order's end date.
4. Governing Law and Venue: The laws of the state of Florida will govern this purchase order. Venue for any legal actions arising here from is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions will be the issuing county.
5. Performance Standards: Contractor agrees to perform all tasks and deliverables as set forth in the Statement of Work and any attachments to the purchase order. The Department is entitled at all times to be advised as to the status of work being done by the Contractor under this purchase order.
6. Payment Invoicing: Payment will be made by the Department upon submission of a properly certified invoice after delivery and acceptance of commodities or contractual services is confirmed in writing by the Department. Invoices must contain sufficient detail for audit thereof and must contain the purchase order and the Contractor's Federal Employer Identification Number or Social Security Number.
7. Payment Timeframe: Pursuant to section 215.422, Florida Statutes, agencies have five working days to inspect and approve commodities or contractual services. Deliverables may be tested for compliance with the Statement of Work's specifications. Deliverables not conforming to the Statement of Work's specifications may be rejected and returned at the Contractor's expense. For any issues related to obtaining timely payment(s) from agencies, Contractor may contact the Vendor Ombudsman at 850-413-5516, or call the State Comptroller's Hotline at 1-800-848-3792. Payments not received by the Contractor in accordance with section 215.422, Florida Statutes, may result in an interest penalty

payment from the Department.

8. Payment Audit: Any record of costs incurred under the terms of the purchase order must be maintained and made available to the Department at all times during the period of the purchase order, and for a period of three years thereafter, unless a longer retention period is specified by the Department in writing. Documentation related to the records of costs incurred under this purchase order must include the Contractor's general accounting records, with supporting documents and records of the Contractor, all subcontractors performing work if applicable, and all other records of the Contractor and subcontractors considered necessary by the Department for audit.
9. Annual Appropriation: Pursuant to section 287.0582, Florida Statutes, if the purchase order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
10. Travel Reimbursement: Travel expenses are not reimbursable unless specifically authorized in writing, and will be reimbursed in accordance with section 112.061, Florida Statutes. If travel expenses are allowed under this purchase order then Contractor must provide supporting documentation of such travel to the Department with its invoice.
11. Payment of Claims: Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee, or delegate in connection with the purchase order.
12. Insurance Requirements:
  - a. Liability Insurance: Maintain insurance sufficient to adequately protect the Department from all liability and property damage/hazards which may result from the Contractor's performance of the purchase order. All insurance must be with insurers qualified and duly licensed to transact business in the state of Florida. If required by the Department and prior to commencing any work the Contractor will provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Department to be an additional insured.
  - b. Worker's Compensation: Contractor must maintain Worker's Compensation insurance as required by state of Florida law.
13. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Contractor must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
14. Confidentiality of data, files and records: Contractor must maintain confidentiality of all confidential data, files, and records related to the services or commodities provided pursuant to this purchase order and comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Contractor's confidentiality procedures must be consistent with the most recent edition of Department's Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available from the Department upon request. Contractor must comply with any applicable professional standards of practice with respect to confidentiality of

information.

15. Indemnification: Contractor agrees to indemnify, defend, and hold the state of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Contractor, its employees and agents, related to this order, as well as for any determination arising out of or related to this order, that Contractor or its employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. This order does not constitute a waiver of sovereign immunity or consent by the Department or the state of Florida or its subdivisions to suit by third parties in any matter arising here from. Entities identified in section 768.28(2), Florida Statutes are excluded from this provision.
16. Patents, Copyrights, and Royalties:
  - a. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are Department property and nothing resulting from Contractor's services or provided by the Department to Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of the Department. This paragraph does not apply to the Department's purchase of a license for Contractor's intellectual property. This paragraph does not apply to state universities as defined in section 1001.705, Florida Statutes.
  - b. This paragraph applies only to state universities as defined in section 1001.705, Florida Statutes:
    - 1) Contractor will retain ownership of all intellectual property developed as part of this purchase order in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.
    - 2) Contractor must notify the Florida Department of State of any intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Contractor grants the state of Florida an irrevocable, nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.
    - 3) If this contract is paid for with federal funds, Contractor will grant the awarding federal agency an irrevocable, non-exclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.
17. Background Screening and Drug Screening Requirements:
  - a. Background Screening Requirements: In the Department's sole and exclusive discretion, it may determine that background screening of some or all of the Contractor's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this purchase order, Contractor agrees to the following:

- 1) Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
  - 2) Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
  - 3) Not allow the individual to begin work under this purchase order until that individual has been cleared by the Department.
- b. Drug Screening Requirements: Pursuant to section 112.0455, Florida Statutes, if the Contractor's officers, agents, employees, subcontractors, or assignees (collectively individuals) are assigned to work in a Department designated Safety-Sensitive Class and/or Position, then a drug test must be performed prior to the individual being allowed to start work under this purchase order. If an individual has already been screened by the Contractor, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department before that individual can begin work under this purchase order. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this purchase order until they have been cleared by the Department.
18. Performance Bond Requirement: The Department, at its sole discretion, unless otherwise prohibited by law, may require the Contractor to furnish, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder without any additional cost to the Department. The type of security and amount is solely within the discretion of the Department. Should the Department determine that a performance bond is needed to secure the agreement, it will notify potential Contractors at the time of solicitation.
19. Procurement Feasibility Study: Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."
- Participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing, or any other advisory capacity constitutes participation in drafting of the solicitation.
20. Public Entity Crime and Discriminatory Vendor: Pursuant to sections 287.133 and 287.134, Florida Statutes, an entity or affiliate which is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a Contractor, supplier, subcontractor, or consultant under a purchase order with any agency.
21. Termination:
- a) Termination at Will

- 1) This purchase order may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The provisions of this paragraph do not apply to state universities as defined in section 1001.705, Florida Statutes.
- 2) Contracts between the Department and state universities, as defined in section 1001.705, Florida Statutes may be terminated by either party upon no less than 90 calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b) **Termination Because of Lack of Funds:** In the event funds to finance this purchase order become unavailable, the Department may terminate the purchase order upon no less than 24 hours' notice in writing to the Contractor. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.
- c) **Termination for Breach:** This purchase order may be terminated for the Contractor's non-performance upon no less than 24 hours' notice in writing to Contractor by certified mail, return receipt requested or in person with proof of delivery. Waiver of breach of any provisions of this purchase order will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this purchase order. In the event of default, in addition to the Department's right to terminate the purchase order, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees and witness fees. These remedies shall include offsetting any sums due to the Contractor under this purchase order, and any other remedies at law or in equity.
- d) In the event this purchase order is terminated for any reason, Contractor will be compensated for any work completed prior to notification of termination.
22. **Order of Precedence:** The terms of this purchase order will supersede the terms of any and all prior or subsequent agreements between the parties with respect to this purchase order. Accordingly, in the event of any conflict, the terms of this purchase order will govern.
23. **E-Verify Requirement:** Effective January 1, 2021, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this purchase order, pursuant to section 448.095, Florida Statutes. Also, the Contractor must include in related subcontracts, if authorized under this purchase order, a requirement that subcontractors performing work or providing services pursuant to this purchase order use the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of services under this purchase order. The subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must maintain a copy of such affidavit for the duration of the purchase order. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes,

and notifies the Contractor of such, but the Contractor otherwise complied with this statute, the Contractor must immediately terminate the subcontract with the subcontractor.

24. Assignments and Subcontracts: Contractor must not subcontract any work under the purchase order without the prior consent of the Department. Contractor is responsible for ensuring satisfactory completion of all subcontracted work. Contractor must not sell, assign, or transfer any of its rights, duties, or obligations under the purchase order without the prior written consent of the Department. In the event of any assignment, Contractor remains secondarily liable for performance of the purchase order, unless the Department expressly waives it in writing. The Department may assign the purchase order with prior written notice to the Contractor.
25. Immigration and Nationality Act: The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A Contractor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting purchase order.
26. Compliance with RESPECT: Pursuant to section 413.036(3), Florida Statutes, "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned."

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

27. Compliance with PRIDE: Pursuant to section 946.515(6), Florida Statutes, "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, Florida Statutes; in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned."

Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

28. Amendments: A purchase order may only be modified by a change order.
29. Non-Compete Provisions: Notwithstanding sections 542.18 and section 542.335(2), Florida Statutes, if Contractor restricts the employment of its employees or subcontractors from working with the Department after conclusion or termination of the Contractor's purchase order such restriction must be reasonable in time, area, and for a legitimate business purpose as specified in section 542.335(1), Florida Statutes.
30. Public Records:



- a. Pursuant to section 119.0701, Florida Statutes, Contractor must keep and maintain public records that are required by the Department to perform the services required by this purchase order. Upon request from the Department's custodian of public records, Contractor must provide the Department with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor must ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the purchase order term and following completion of the purchase order if the Contractor does not transfer the records to the Department. Upon completion of the purchase order, transfer to the Department, at no cost, all public records in possession of Contractor or keep and maintain public records required by the Department to perform the service. If Contractor transfers all public records to the Department upon completion of the purchase order, the Contractor will destroy any duplicate public records that are exempt or confidential and exempt. If the Contractor keeps and maintains public records upon completion of the purchase order, the Contractor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this purchase order if Contractor refuses to allow access to all public records made or maintained by Contractor in conjunction with this purchase order, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.
  - b. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at (850) 245-4005, by emailing [PublicRecordsRequest@flhealth.gov](mailto:PublicRecordsRequest@flhealth.gov); or by mail at 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.**
31. Use of Funds for Lobbying Prohibited: Pursuant to sections 11.06 and 216.347, Florida Statutes, purchase order funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or an Agency. However, section 287.058(6), Florida Statutes does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the purchase order, after the execution and during the term of the purchase order.
  32. Substitute Form W-9: The state of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida For more information go to: <https://flvendor.myfloridacfo.com/>.

33. MyFloridaMarketPlace Fees: Pursuant to Rule 60A-1.031, Florida Administrative Code the following language is added:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by agencies or eligible users to Contractors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by Rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Contractor must submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

34. Cooperation with Inspectors General: Contractor acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

35. Commodities Logistics: The following provisions apply to all purchase orders unless indicated otherwise in the Scope of Work or purchase order:

- a) All purchases are Free on Board destination, transportation charges prepaid.
- b) Each shipment must be shipped to the address indicated on the face of the purchase order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the purchase order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph will also apply to any third party who ships items on behalf of the Contractor.
- c) No extra charges must be applied by Contractor for boxing, crating, packing, or insurance.
- d) The following delivery schedule will apply: 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise designated in the purchase order or accompanying statement of work.
- e) If delivery to the specified destination cannot be made on or before the specified date, notify the Department immediately using the contact information provided in the MyFloridaMarketPlace system.
- f) The Department assumes no liability for merchandise shipped to a location not specified in the purchase order or accompanying statement of work.
- g) Deliverables received in excess of quantities specified may, at the Department's option, be returned at the Contractor's expense. Substitutions are not permitted.

36. Registered to do business in the State of Florida: All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the selected Contractor to have appropriate registration may result in withdrawal of Contract award.

37. Scrutinized Companies: The Contractor must comply with the provisions of section 287.135, Florida Statutes as follows:
- a) If the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this purchase order may be terminated at the option of Department.
  - b) If the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this purchase order may be terminated at the option of Department.
38. Coordination of Contracted Services: Pursuant to section 287.0575(2), Florida Statutes, if a Contractor has more than one contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Contractor's health and human services contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each contracting state agency and the applicable office or program issuing the contract; b) the identifying name and number of each contract; c) the starting and ending date of each contract; d) the amount of each contract; e) a brief description of the purpose of the contract and the types of services provided under each contract; f) the name and contact information of the contract manager. For purposes of this paragraph, the term "contract" means "purchase order."
39. Dispute Resolution: Any dispute concerning performance of this purchase order or payment hereunder shall be decided by the Department in writing and submitted to the Contractor for review. The decision is final unless the Contractor submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within seven calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by the Contractor or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination pursuant to paragraph 21, above.
40. Force Majeure: The Contractor may be excused from liability for the failure or delay in performance of any obligation under this purchase order for any event beyond the Contractor's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Contractor or its employees, including any subcontracted providers, have not caused such event(s) to occur. If the Contractor believes an excusable delay has occurred, the Contractor must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks and deliverables affected by the delay. The Contractor will not be entitled to an increase in the quoted price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All

**Exhibit D****CONTRACT# SUN/230551**

delivery dates under this purchase order that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the purchase order is tolled for any reason, the Contractor is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to the Contractor.

41. Waiver of Jury Trial: Contractor, including its employees, subcontractors, officers and assignees, hereby irrevocably waives, as permitted by applicable Florida law, any and all right to trial by jury in any legal proceeding arising out of or relating to this purchase order.

**Certificate Of Completion**

Envelope Id: 6B384FF856AC44A2B00E5437B57EA9A6

Status: Completed

Subject: SIGNATURE - Bus Wrap Display Advertising (SUN/230551)

Source Envelope:

Document Pages: 26

Signatures: 4

Certificate Pages: 5

Initials: 0

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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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**Signer Events**

Sherry Duncan

sherry.duncan@flhealth.gov

Assistant CHD Director

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Signed: 8/10/2023 1:19:00 PM

**Electronic Record and Signature Disclosure:**

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ID: 73fc5a38-c8be-4ed9-afee-c6eb1e0194d2

William E. Sexton

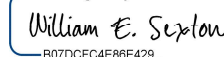
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication  
(None)

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Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication  
(None)

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Angel B. Jacobs

ajacobs@ocalafl.org

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Signed: 8/15/2023 8:49:55 AM

**Electronic Record and Signature Disclosure:**

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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 Sent	Hashed/Encrypted	6/26/2023 10:59:40 AM
Certified Delivered	Security Checked	8/15/2023 8:49:35 AM
Signing Complete	Security Checked	8/15/2023 8:49:55 AM
Completed	Security Checked	8/15/2023 8:49:55 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](mailto: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](mailto: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 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](mailto: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](mailto: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.