

SEIBOLD SECURITY
OF FLORIDA INC.

11609 Prosperous Drive, Odessa, FL 33556

PROPOSAL

Exhibit A

CONTRACT #ITS/260713**SEIBOLD SECURITY**

OF FLORIDA INC.

Phone: 813-920-0055

Fax: 813-920-1221

Buyer: Kenneth Szczerba
City of Ocala City Hall 3rd Floor
 110 SE Watula Avenue
 Ocala, FL 34471

Ship to: **City of Ocala City Hall 3rd Floor**
110 SE Watula Avenue
Ocala, FL 34471

Phone: 352.843.9396

Fax: 0

Date: April 24, 2026

Job: 0

Qty.	Part Number	Description
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Seibold will replace the bad Mantrap board .

The board has a 45 day lead time.

001-035-214-529-52-46010

Qty.	Part #	Description
1	16208	02PN8HI-PE Replacement Control

NET INVESTMENT \$6,615.00**DELIVERED AND INSTALLED.**

Permits (if required), State and Local Taxes are Additional.

Proposal valid for 15 days

Terms: Exhibit B	Quote # FP3578	Sub Total	\$0.00
Sales Rep. Franklin Potter	Address: 11609 Prosperous Dr	City: Odesa, FL. 33556	Freight \$0.00
Est. Shipping Date: see above	Cell Phone: 727-729-2869	Sales Tax	
Remarks: Thank you for this opportunity to quote. Your business is greatly appreciated.		Total	\$0.00
By signing customer acceptance I understand and agree to the terms and conditions contained in Exhibit A & B of this agreement. (Please initial each page.)		Date:	
ACCEPTED FOR BUYER: <i>Christopher Watt</i>		6/18/2026	
PRINT NAME: Christopher Watt			
Accepted By Seibold:		Title:	Date:

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

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Exhibit B

TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale apply to all quotations made and orders accepted by Seibold Security, Inc. is hereinafter referred to as "Seller", the company ordering goods and/or services are hereinafter referred to as "Buyer", and the goods or services listed on this order are hereinafter referred to as the "Goods".

Acceptance. All orders are subject to acceptance by Seller in writing at Seller's executive offices in Rochester, New York. IF BUYER'S ORDER CONTAINS TERMS ADDITIONAL TO OR DIFFERENT FROM THE TERMS AND CONDITIONS CONTAINED IN THE QUOTATION, THEN SELLER'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND SELLER REJECTS BUYER'S PROPOSED ADDITIONAL AND DIFFERENT TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL CONSTITUTE THE ENTIRE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH MAY HEREAFTER BE MODIFIED, ALTERED OR AMENDED ONLY BY WRITTEN INSTRUMENT EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. Buyer's placement of an order for the Goods listed on the quotation shall constitute Buyer's assent to these terms and conditions. Buyer's acceptance of any Goods covered by the quotation shall also constitute Buyer's assent to these terms and conditions.

Price. The quoted prices are Seller's current prices and apply only to the specified quantity and delivery schedule quoted. All prices quoted are subject to change, without notice, at any time. Any variations in quantities specified and/or delivery may necessitate a revision of such prices. Prices are quoted F.O.B. Shipping Point. All prices quoted are subject to an increase equal in amount to any taxes that the Seller may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any of the Goods covered hereby, including taxes upon or measured by receipts from sales. Such additional amounts may be invoices separately from the invoice for Goods.

Payment Terms and Credit. Payment terms are net 30 days from the date of Seller's invoice, unless otherwise specified. No cash discount permitted. Seller may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. A finance charge of the lesser of 1½% per month, 18% ANNUAL PERCENTAGE RATE, or the highest rate permitted by law, shall be charged on all amounts unpaid 30 days after the date of invoice. Buyer is responsible for any collection costs, attorney fees and/or court costs Seller may incur in order to collect any outstanding account balance owed.

Buyer's Equipment. If Buyer is to provide Seller with any tooling relating to this order, such equipment must be delivered to Seller within 30 days of Seller's acceptance of this order. If Buyer fails to timely deliver such equipment, Seller may, at its option, cancel this order or adjust the price for the goods as warranted by such delay. Such remedies shall be in addition to all of Seller's other remedies arising hereunder and at law or in equity.

Equipment supplied by Buyer shall be in a condition to make goods of the quality and quantity desired by Buyer. Buyer shall be responsible for the conformity of Buyer's equipment's to the blueprints and/or design drawings for the ordered Goods. Buyer shall clearly mark any such supplied equipment as that of Buyer, and all charges and expense of transporting such equipment to Seller, or other designated place, shall be borne by Buyer.

Seller has no responsibility or liability for loss or damage to Buyer's equipment. When for two consecutive years no orders have been received by Seller requiring the use of Buyer's equipment referred to in this paragraph, Seller may dispose thereof as it sees fit without liability to Buyer after 30 days notice to Buyer at Buyer's last known address. Any scrap or salvage value of such disposed equipment shall belong to Seller, in addition to any payments due from Buyer for storage and maintenance costs.

Seller's Tooling and Designs. All tools, designs, dies, etc. acquired or constructed by Seller for Buyer, notwithstanding any charge therefore, shall be and remain the property of Seller and shall be in the possession and control of Seller.

Shipments and Force Majeure. Seller shall exercise its reasonable judgment in routing shipments unless detailed instructions are given. Seller reserves the right to make shipments in installments and this contract shall be severable as to such installments. If shipments are delayed by Buyer, payments are due from the date when Seller is prepared to make shipments. Goods held for Buyer are at Buyer's sole risk and expense.

If an estimated time of shipment is made on the quotation, it is understood that it is approximate only and the time for performance will begin to run only upon Seller's acceptance of Buyer's order and receipt of all specifications and equipment to be provided by Seller. Seller shall not be responsible for delay in shipments and/or for non-performance hereunder, in whole or in part, if such delay and/or non-performance shall be due to fires, floods, strikes, work stoppages or slow downs, accidents, casualties, inability to produce raw materials, delays in transportation however caused, or any other causes beyond Seller's control.

Limited Warranty and Limited Liability. Seller is responsible for rejected, defective or non-conforming Goods only to the extent of repairing or replacing them, or allowing credit to the invoice price. This warranty does not include, and Seller shall not otherwise be responsible for machine work, welding, labor charges or other losses or damages of any kind or description whatsoever caused by defective or non-conforming Goods unless Buyer has advance authorization from Seller to incur these expenses and the maximum amount of such expenses to be incurred has been agreed to in writing by Seller. **NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE SHALL APPLY AND THE ABOVE STATED WARRANTY IS IN LIEU OF ALL OTHER**

WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN RESPECT OF ANY GOODS. Seller's warranty shall not be enlarged and no obligation or liability shall arise out of Seller's rendering of technical advice, facilities or services in connection with Buyer's order for the Goods furnished hereunder.

Seller's liability and the liability of any affiliate of Seller on any claim of any kind for any loss or damage arising out of or connected with, or resulting from Buyer's order or from the performance thereof or from the manufacture, sale, delivery, resale, installation, inspection, repair, operation or use of any Goods covered by the quotation shall in no case exceed the invoice price allocable to such Good(s) which give rise to the claim and shall terminate thirty (30) days after Buyer's receipt from carrier. **SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE RELATING THERETO, AND SELLER'S LIABILITY HEREUNDER IN ANY CASE IS EXPRESSLY LIMITED TO THE FOREGOING WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, ORAL OR OTHERWISE INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.**

Claims. Claims for error in weight or number must be made in writing within ten (10) days after Buyer's receipt of Goods from carrier. In the event goods furnished hereunder are rejected or claimed to be defective or non-conforming, Seller shall be given ample opportunity for inspection and such claims must be made in writing within six (6) months after Buyer's receipt of Goods from carrier. Goods may not be returned for credit until and unless Seller consents in writing to accept such Goods. Goods returned without Seller's written consent will be credited upon Seller's evaluation of same.

~~**Indemnification of Seller.** In the event of any claims, suits or proceedings either directly or indirectly arising out of or connected with or resulting from the defective design or application of goods manufactured hereunder, Buyer shall defend any such suit or proceeding brought against Seller its affiliates therewith and hold harmless and indemnify Seller and its affiliates against any and all damages and expenses including attorneys fees from such claims, suits or proceedings to damages or injuries.~~

Patents. Buyer agrees to defend at its own expense, all suits and claims against the Seller or its affiliates for an alleged violation for infringement of any patent, trademark, copyright or any other proprietary or intellectual property right in any way accruing from the purchase and/or use or resale of the Goods covered hereunder. Seller may, at its option and at Buyer's expense, be represented by and actively participate through its own counsel in any such suit or proceedings. Buyer agrees to indemnify and hold the Seller and its affiliates harmless from loss, damage or expense of any kind whatsoever including costs and attorneys' fees arising from such alleged violation or infringement.

Cancellation. Buyer may cancel its order after acceptance by Seller only upon Seller's written consent. Buyer will be charged for any goods manufactured or in process prior to cancellation, for the cost of related equipment discarded upon such cancellation and other cancellation charges as Seller deems warranted.

Seller may cancel any order or any part thereof for any reason at Seller's convenience upon written notice to Buyer. Upon such cancellation, Buyer hereby waives all claims for damage, including without limitation any loss of anticipated profits and agrees to accept as Buyer's sole remedy the reasonable additional costs of obtaining substitute goods of the same quantity and quality provided that in no event shall such costs exceed the price of the order or part thereof so terminated at stated herein. Any claim for adjustment not asserted by Buyer within thirty (30) days from the date of such termination shall be deemed to have been waived by Buyer.

Risk of Loss. The risk of loss of the Goods will pass to Buyer upon delivery of the goods to a carrier at Seller's Shipping Point.

Waiver. No waiver, discharge or renunciation of any claim or right of Seller arising out of breach of these terms and conditions by Buyer will be effective unless in writing signed by Seller and supported by consideration. Any waiver by Buyer or breach by Buyer will be a waiver of that breach only and not of any prior or subsequent breach.

Assignment-Delegation. No right or interest herein shall be assigned, nor any obligation delegated, by Buyer without Seller's written permission.

Exclusive Agreement. This agreement, and any documents referred to herein, supersede all prior understandings, transactions and communication, whether oral or written, with respect to the matters referred to herein and from the complete contract between the Buyer and Seller.

Setoff. Payment for the Goods will be subject to setoff or recoupment for any present or future claims which Seller or any of its companies may have against Buyer.

Severability. In the vent that any paragraph or clause of this agreement is held or declared unenforceable or void for any reason, all paragraphs and clauses hereof which can be effected without such voided paragraphs or clauses shall remain in full force and effect.

Applicable Law. This contract and the obligations arising hereunder shall be governed by and construed according to the laws of the State of Florida.

City Contract Provisions. The document titled "City Contract Provisions," attached hereto, is incorporated into this Agreement.

CITY CONTRACT PROVISIONS

PUBLIC RECORDS. Seller shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Seller 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 Seller 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 Seller or keep and maintain public records required by the public agency to perform the service. If Seller transfers all public records to the public agency upon completion of the contract, Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Seller keeps and maintains public records upon completion of the contract, Seller 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 SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

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

Certificate Of Completion

Envelope Id: B4A0468D-531A-89BF-80BB-5405A49BF671
 Subject: SIGNATURE - Replacement of Mantrap Board (ITS/260713)
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

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

Record Tracking

Status: Original
 5/13/2026 4:02:59 PM
 Security Appliance Status: Connected

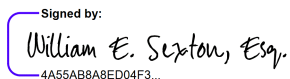
Holder: Patricia Lewis
 plewis@ocalafl.org
 Pool: StateLocal

Location: DocuSign

Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.gov
 City Attorney
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

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

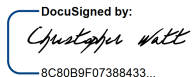
Timestamp

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 Signed: 6/17/2026 4:19:25 PM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Christopher Watt
 cwatt@ocalafl.org
 Chief of Staff
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8C80B9F07388433...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 6/17/2026 4:19:28 PM
 Viewed: 6/18/2026 8:59:34 AM
 Signed: 6/18/2026 9:00:09 AM

Electronic Record and Signature Disclosure:

Accepted: 6/18/2026 8:59:34 AM
 ID: 079578d4-d86d-4866-87a9-cd11fd3e6e5e

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/13/2026 4:05:06 PM
Envelope Updated	Security Checked	6/2/2026 1:18:13 PM
Envelope Updated	Security Checked	6/2/2026 1:18:14 PM
Envelope Updated	Security Checked	6/2/2026 1:18:14 PM
Certified Delivered	Security Checked	6/18/2026 8:59:34 AM
Signing Complete	Security Checked	6/18/2026 9:00:09 AM
Completed	Security Checked	6/18/2026 9:00:09 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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