

AGREEMENT FOR VENDOR PRODUCTS – SEL SWITCHES

This AGREEMENT FOR VENDOR PRODUCTS -SEL SWITCHES ("Vendor Agreement"), is entered into by and between the **CITY OF OCALA**, having its principal place of business at 110 SE Watula Avenue Ocala, Florida 34471 ("Utility"), and **SCHWEITZER ENGINEERING LABORATORIES, INC.**, with its principal place of business located at 2350 NE Hopkins Court Pullman, Washington 99163 ("Vendor"). Utility and Vendor are referred to herein individually as "Party" and collectively as "Parties." In addition to terms defined in the sections below, the definitions set forth in **Exhibit 1: Vendor Specific Clauses** are incorporated into this Vendor Agreement.

RECITALS

WHEREAS, the Department of Energy ("DOE") awarded the American Public Power Association ("APPA"), Award Number DE-CR0000007, to develop and deploy cyber and cyber-physical operation technology ("OT") solutions within the public power community (hereinafter referred to as the "Cooperative Agreement");

WHEREAS, through a participation agreement ("Participation Agreement"), APPA has contracted with Utility as a subrecipient of the Cooperative Agreement to develop and deploy Utility's cyber and cyber-physical OT; and

WHEREAS, in furtherance of the Participation Agreement, Utility seeks the products of Vendor to develop and deploy Utility's cyber and cyber-physical OT subject to the terms and conditions of this Vendor Agreement.

NOW, THEREFORE, in consideration of the representations herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms:

TERMS AND CONDITIONS

- 1.1 The term of this Vendor Agreement shall commence on the Effective Date and shall conclude upon the delivery of the products on _____ ("Term").
- 1.2 The terms of this Vendor Agreement shall be applicable to Vendor, Utility, and any other person or entity that, directly or indirectly, controls, is controlled by or is under common control with Vendor or Utility ("Affiliate") if such Affiliate is a permitted assign or delegate in accordance with Section 12.11 below.

ARTICLE 1 – STATEMENT OF WORK

- 1.3 Vendor shall provide the products as set forth in **Exhibit 2: Vendor's Statement of Work** ("Statement of Work" or "SOW"), which may include one or more of the following: (collectively "Products"):
 - 1.3.1. Physical computers, computing devices, and/or other tangible apparatus and appliances on which the Software operates ("Hardware");

ARTICLE 2 – VENDOR OBLIGATIONS

- 2.1 Vendor shall provide Utility confirmation of Vendor's registration and active status in the System for Award Management ("SAM").
- 2.2 Vendor shall provide Utility answers to the North American Transmission Forum ("NATF") Supply Chain Questionnaire.
- 2.3 The Vendor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Vendor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- 2.4 Vendor will assign personnel with qualifications suitable for the Products and Services. If Vendor anticipates involving foreign nationals (i.e., non-U.S. citizens or non-lawful permanent residents of the U.S.) in the performance of the Vendor Agreement, Vendor must provide specific information about each such foreign national to Utility for review and consideration through the submission of Form NETL F 142.1-1A "Request for Unclassified Foreign National Access (Short Form)", a copy of which is attached hereto (**Exhibit 4: Foreign National Participation Document**). Vendor(s) must provide this information for any such foreign national who will be exposed to business sensitive information, or information or technology developed under the Vendor Agreement(s) that may be included under any category of national or state security. The Secretary of Energy or the Secretary's assigned approval authority must approve foreign national participation before any such foreign national may gain access to DOE sites, information, technologies, equipment, programs, or personnel or begin performance of any work under this Award. If Vendor(s) anticipate using a foreign national in the performance of the Vendor Agreement(s), then it shall coordinate with Utility to comply with the requirements of the Cooperative Agreement.
- 2.5 Vendor shall not use Utility's or APPA's name, logo, or trademark in marketing and advertising materials, including the Vendor's website, without Utility's and APPA's prior written consent. News releases by Vendor pertaining to its selection for work subject to this Vendor Agreement require prior written approval by Utility and APPA.

ARTICLE 3 – UTILITY OBLIGATIONS

- 3.1 Utility shall ensure that all requirements applicable to Vendor under the Participation Agreement are flowed down to Vendor through this Vendor Agreement.

ARTICLE 4 – FEES, EXPENSES, AND PAYMENTS

- 4.1 Vendor shall submit invoices to Utility upon delivery of the Products to Utility.
- 4.2 Vendor shall include the following information in all invoices:
- 4.2.1 APPA as addressee
 - 4.2.2 Vendor name
 - 4.2.3 Vendor address
 - 4.2.4 Unique contract identifier
 - 4.2.5 Vendor's System for Award Management ("SAM") registration number
 - 4.2.6 DOE Cooperative Agreement number ("DE-CR0000007")
 - 4.2.7 Utility name
 - 4.2.8 Vendor's contract amount
 - 4.2.9 Vendor's contract duration (MM/YY – MM/YY)
 - 4.2.10 Year-to-Date invoiced amount
 - 4.2.11 Current invoice number, invoice amount, period over which Products were rendered.
- 4.3 Utility shall review all Vendor invoices and confirm in writing to APPA that the invoices are correct.
- 4.4 Utility shall provide APPA all Vendor invoices within 15 days of Utility's receipt thereof.
- 4.5 Utility shall pay Vendor net thirty (30) days from the date of Vendor's invoice.
- 4.6 The total fixed price amount to be paid by Vendor is: **SIXTY-SIX THOUSAND, FIVE HUNDRED FORTY-FOUR AND 66/100 DOLLARS (\$66,544.66).**

ARTICLE 5 – CONFIDENTIALITY

- 5.1 Vendor shall agree to comply with the APPA Non-Disclosure Agreement by executing the same directly with APPA (**Exhibit 5: APPA Non-Disclosure Agreement**).

ARTICLE 6 – TERM, TERMINATION, AND SURVIVAL

- 6.1 This Vendor Agreement remains effective for the Term unless terminated pursuant to Section 6.2.
- 6.2 A Party may terminate this Vendor Agreement with **90 DAYS'** written notice to the other Party ("Notice of Termination") if (1) the other Party has materially breached this Vendor Agreement and failed to cure the breach within the **30 DAY** notice period ("Notice Period"), (2) the other Party becomes insolvent, enters into receivership, becomes the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (3) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

ARTICLE 7 – INDEPENDENT CONTRACTOR

- 7.1 The relationship between the Parties under this Vendor Agreement is that of independent contractors.
- 7.2 Nothing in this Vendor Agreement shall be construed to create a relationship of employment, partnership, joint venture or agency between the Parties, or among the Parties and APPA and the Parties acknowledge that no other relations exist that would create any such relationship between the Parties, or among the Parties and APPA.
- 7.3 Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other Party except as may from time to time be provided by written instrument signed by both Parties.

ARTICLE 8 – LIMITATION OF LIABILITY & INDEMNIFICATION

- 8.1. In addition to any provisions set forth in **Exhibit 6: Limitation of Liability and Indemnification**:
 - 8.1.1. Neither APPA nor DOE assume any liability with respect to accidents, bodily injury, illness, breach of contract, cyber or physical security incident or any other damages or loss, or with respect to any claims arising out of any activities undertaken with the financial support of the APPA or the DOE, including DOE subsidies such as Cooperative Agreement funds, whether with respect to persons or property of Utility, Vendor or third parties.
- 8.2. Vendor shall indemnify, defend, and hold harmless APPA and Utility, and their respective governing bodies' members, officers, agents, and employees from and against any damages, loss, liability, costs, and expenses in connection with any claim that arises in connection with this Vendor Agreement wherein the Products directly infringe, misappropriate, and/or violate any copyright, trade secret or U.S. patent. Vendor shall defend Utility and APPA in all such claim(s) and shall not settle any such claim(s) in any manner that would have an adverse effect on APPA and/or Utility's interests without the prior written consent of APPA and/or Utility.

ARTICLE 9 – COMPLIANCE WITH LAWS

- 9.1. Parties shall comply with all applicable domestic and foreign laws and regulations, including the U.S. Export Administration Regulations ("EAR"), International Traffic in Arms Regulations (ITAR"), Office of Foreign Assets Control ("OFAC") restrictions, and the U.S. Foreign Corrupt Practices Act ("FCPA").

ARTICLE 10 – WARRANTY

- 10.1 Vendor warrants to Utility that products manufactured by Vendor (herein referred to as "Products") are free from defects in material and workmanship for ten (10) years after shipment for all Vendor Products, including Vendor-manufactured control enclosure structures and panels. The sole and exclusive warranties for any software are set forth in

the SEL Software License Agreement. This warranty is conditioned upon proper storage and shall be void in its entirety if Utility or others modify Products without prior written consent to and subsequent approval of any such modifications by Vendor or uses Products for any applications that require product listing or qualification not specifically included in the Vendor's written quotation or proposal. If any Product fails to conform to this warranty, Utility properly notifies Vendor of such failure and Utility returns the Product to Vendor factory for diagnosis (and pays all expenses for such return), Vendor shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Product part(s) or making available any necessary replacement part(s) or Product(s). Vendor will pay the freight to return the Product to the Utility (Carriage Paid to (CPT) customer's place of business). If Vendor is unable or unwilling to repair or replace, Vendor and Utility shall negotiate an equitable resolution such as a prorated refund or credit to the Utility's account. Any Product repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. Vendor shall, whenever possible, pass the original manufacturer warranty to Utility for non-Vendor products. Vendor does not warrant non-Vendor products, including non-Vendor control enclosure structures, and non-Vendor products within Vendor panels, control enclosure structures and systems, and products or prototypes provided by Vendor for testing, marketing, or loan purposes.

ARTICLE 12 – MISCELLANEOUS

- 12.1. Taxes. Sales, use, value-added or similar taxes are not included in Vendor's prices. Such taxes will be added, if applicable, as a separate line item to the invoice for the applicable rate(s) at the time of invoicing. If this agreement is exempt for taxes, Utility shall provide Vendor with a tax exemption certificate.
- 12.2. The City shall be responsible only for sales, use, value-added or similar taxes due as the result of paying Vendor for its Products and Services. APPA shall not be responsible for the payment of any other taxes incurred as part of the Parties' operations of businesses. Such taxes will be added, if applicable, as a separate line item to the invoice at the applicable rate(s) at the time of invoicing. Vendor's prices do not include such taxes.
- 12.3. Economies of Scale. Vendor shall undertake commercially reasonable efforts to obtain economies of scale in the installation and configuration so that the best pricing is obtained in connection with this Vendor Agreement.
- 12.4. Dispute Resolution. Terms and conditions for Dispute Resolution are set forth in **Exhibit 7: Dispute Resolution, Jurisdiction and Venue, Choice of Laws.**

12.5. Notices. Any notice, demand or request provided for in this Vendor Agreement, or served, given, or made in connection with it, shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by courier service providing next-day delivery or sent by United States mail, registered or certified, postage paid, to the person and to the address specified below:

12.5.1. If to Utility: City of Ocala
Daphne Robinson, Contracting Officer
110 Watula Avenue, Third Floor
Ocala, Florida 34471
E-Mail: notices@ocalafl.org

with Copy To: City of Ocala
William Sexton, Esq. – City Attorney
110 Watula Avenue, Third Floor
Ocala, Florida 34471
E-Mail: cityattorney@ocalafl.org

12.5.2. If to Vendor: Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163
Attn: Contracts and Risk
E-mail: selcontracts@selinc.com

12.5.3. If to APPA: Chris Ching
American Public Power Association
2451 Crystal Drive, Suite 1000
Arlington, VA 22202

12.5.4. If sent by mail, notices shall be effective three (3) business days after deposit in the mail. If hand-delivered, notices shall be effective upon delivery. Either Party may, at any time, by notice to the other Party pursuant to this Article, change the designation or address of the person specified as the one to receive notices.

12.6. Language of Agreement. All communications, correspondences and notices provided or to be provided pursuant to this Vendor Agreement, shall be made in the English language.

12.7. Headings and Captions. Headings under this Vendor Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Vendor Agreement.

12.8. Entire Agreement. This Vendor Agreement, including any Exhibits hereto, shall

constitute the entire agreement between Utility and Vendor and shall supersede any other agreements, either oral or written, between Utility and Vendor with respect to the subject matter of this Vendor Agreement.

12.9. Counterparts. This agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall together constitute only one agreement between the Parties. The signatures of all Parties need not be on the same counterpart for valid execution.

12.10. Severability. If any provision of this Vendor Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining provision(s) will be enforced to the maximum extent possible. In such event, the remainder of this Vendor Agreement shall continue in full force and effect.

12.11. Waiver.

12.11.1. If Utility or Vendor fails to enforce any provision of this Vendor Agreement, the failure shall not constitute a waiver of any future enforcement of that provision or of any other provision.

12.11.2. Waiver of any part or sub-part of this Vendor Agreement will not constitute a waiver of any other part or sub-part.

12.11.3. Any waiver made hereunder shall only be valid if set forth in a writing signed by the Parties hereto.

12.12. Assignment and Delegation.

12.12.1. Nothing in this Vendor Agreement (whether express or implied) is intended to confer upon any person or entity other than Utility and Vendor and their respective successors and permitted assigns, any rights or remedies under or by reason of this Vendor Agreement.

12.12.2. A Party may only assign this Vendor Agreement in whole or in part, by operation of law or otherwise, with the other Party's prior written consent. Any attempt to assign without such written consent and notice shall be null and void.

12.12.3. Upon written consent of the other Party, a Party may assign this Vendor Agreement to (1) an Affiliate of the assignor; (2) successor in interest to the assignor by way of merger or consolidation; or (3) a purchaser of all or substantially all of the assets of the assignor, provided that the assignee agrees in writing to be bound by all of the terms and conditions of this Vendor Agreement. This Vendor Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties.

12.12.4. Vendor may only delegate or subcontract any or all of its obligations under this Vendor Agreement with the prior written consent of Utility.

12.12.5. A list of Vendor and/or Utility Affiliates or other parties that are permitted assigns and/or delegates, along with a description of their rights and/or duties are set forth in **Exhibit 8: Permitted Assigns and Delegates**.

12.13. Authorized Signatories. Each Party warrants that their signatory of this Vendor Agreement has the unencumbered right to enter into this Vendor Agreement on the Party's behalf.

12.14. Force Majeure. Neither Party shall be liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, epidemic, pandemic, acts of civil authorities, acts of military authorities, terrorism, cyberattacks, riots, embargoes, acts of nature and natural disasters, or the inability or delay in obtaining supplies of adequate or suitable materials.

ARTICLE 13 – REVISION CONTROLS

13.1. This Vendor Agreement may only be changed, modified, and/or amended by the signed written consent of both Parties.

13.2. To the extent any part or sub-part of such a modified Vendor Agreement is held ineffective or invalid by any court of law, both parties agree that the prior, effective version of this Vendor Agreement shall be considered enforceable and valid to the fullest extent.

ARTICLE 14 - REFERENCES AND ATTACHMENTS

14.1. The following are incorporated by reference into this Agreement:

- Exhibit 1: Vendor Specific Clauses
- Exhibit 2: Vendor Statement of Work
- Exhibit 3: Utility Specific Clauses
- Exhibit 4: Form NETL "Foreign National Participation Document"
- Exhibit 5: APPA Non-Disclosure Agreement
- Exhibit 6: Limitation of Liability and Indemnification
- Exhibit 7: Dispute Resolution, Jurisdiction and Venue, Choice of Laws
- Exhibit 8: Permitted Assigns and Delegates

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

IN WITNESS WHEREOF, the parties have executed this Vendor Agreement on
7/21/2023 (the "Effective Date").

CITY OF OCALA

DocuSigned by:
By: James P. Hilty, Sr.
Name: James P. Hilty, Sr.
Title: President
Date: 7/21/2023

**SCHWEITZER ENGINEERING
LABORATORIES, INC.**

DocuSigned by:
By: Jeremy Nickels
Name: Jeremy Nickels
Title: Vice President of Finance
Date: 7/21/2023

Approved as to form and legality:

DocuSigned by:
William E. Sexton
William E. Sexton
City Attorney

ATTEST:

DocuSigned by:
Angel B. Jacobs
Angel Jacobs
City Clerk

EXHIBIT 1 - VENDOR SPECIFIC CLAUSES
SALES TERMS FOR
SCHWEITZER ENGINEERING LABORATORIES, INC.

1. General Terms. These sales terms ("Terms") shall govern all sales of Products and Services to Buyer by Schweitzer Engineering Laboratories, Inc., its affiliates, subsidiaries, and/or divisions, (collectively, "SEL"), unless other terms are specified in SEL's quotation or sales order acknowledgment or unless otherwise agreed by SEL in writing. All sales are expressly limited to these Terms and are conditional on Buyer's assent to these Terms. Buyer's assent to these Terms shall be deemed given upon the occurrence of any of the following: (i) Buyer's failure to object to these Terms in writing within three (3) days from the date of its receipt of them, (ii) Buyer's issuance of a purchase order or transmission of an order using electronic data interchange ("EDI"), or (iii) Buyer's acceptance of delivery of Products or Services. SEL expressly objects to any additional or different terms proposed by Buyer, unless expressly agreed to in writing by SEL. For the purposes of these Terms and unless stated otherwise, "Products" shall mean the products manufactured by SEL, including SEL systems or control enclosure structures, specified on the SEL sales order acknowledgment, including without limitation any accessories; and "Services" shall mean any SEL training, consulting, technical support, and any other services specified on the SEL sales order acknowledgment, except for projects governed by an SEL Engineering Services Proposal. SEL may modify these terms at any time without prior notice provided that no such modification shall apply to any order for Products or Services which has been accepted by Seller prior to the modification(s). No contract will be deemed to be formed until the SEL sales order acknowledgment has been sent to Buyer. All orders are subject to SEL's ability to obtain, on appropriate terms and within a reasonable amount of time, any export or import license or permit required by applicable law or regulation. Orders sent using EDI shall be deemed a writing of Buyer and shall be deemed received and accepted by SEL when (a) sent by Buyer via the technical format specified or approved by SEL in writing and (b) accessible on SEL's computer system in an intelligible form and SEL issues an electronic order acknowledge. SEL shall have the right to cancel any order at any time for failure of Buyer to agree to these Terms or for any material breach by Buyer of these Terms.

2. Prices, Taxes and Payment Terms. Each quotation or proposal is valid for sixty (60) days, unless specified otherwise. For all other sales, the prices shall be the prices in effect on the date of the SEL sales order acknowledgement. Prices include ground freight prepaid to Buyer's place of business. For sales to Buyers outside the continental United States, prices are exclusive of any freight, packing, or insurance charges and any customs, sales, use, value-added, property, or similar taxes, tariffs or duties unless specified otherwise by SEL. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit prior to invoicing and indemnify, defend and hold SEL harmless from any taxes, costs and penalties arising from the same. If Buyer does not provide a valid exemption certification or permit prior to invoicing, Buyer shall be responsible for paying or seeking reimbursement for the taxes invoiced. For Services performed on a time and expense basis, charges shall include time and expenses incurred in the previous calendar month. For Services performed on a fixed-price basis, charges shall include the price of major deliverables substantially completed in the previous calendar month. Payment terms for all Products and Services are net thirty (30) days from date of invoice if credit is approved. All invoices shall be deemed accurate unless Buyer advises SEL in writing of an error within 10 days following receipt. If Buyer advises SEL of an error, (i) any amounts corrected by SEL shall be paid within 14 days of correction or within 30 days of the due date, whichever is later, and (ii) all other amounts shall be paid by Buyer by the due date. If Buyer requires SEL to use a specific system or tool to process regular business transactions (e.g., invoices, shipment notifications, purchase orders), SEL may charge Buyer for any transaction, setup or subscription fees charged to use the system or tool. Partial shipments will be invoiced and are payable as they occur in accordance with these Terms. All payments shall be made in United States Dollars, unless specified otherwise. Buyer must meet the then-current SEL credit requirements to purchase on credit. If, in the judgment of SEL, the financial condition of Buyer at any time prior to delivery does not justify the payment and/or credit terms offered by SEL, SEL may require payment in advance or suspend or cancel any outstanding order. SEL may suspend work or cancel any outstanding order if Buyer fails to make a payment when due and until such payment is made and may impose a late charge equal to the lesser of 1.5% per month or the highest applicable rate allowed by law on all amounts not paid when due. SEL shall not be liable for any liquidated or other damages if SEL suspends work due to the Buyer's late payment or credit issues. If an order is cancelled because of credit issues or late payments, SEL shall be entitled to receive a sum equal to 25% of the order price (the "Cancellation Charges"). Delays in delivery or non-conformities in any installments shall not relieve Buyer of its obligation to pay any remaining installments. Any payment made by Buyer may be applied to amounts due before being applied to current orders, at SEL's sole discretion. Notwithstanding the foregoing, Buyer's failure to pay amounts due shall be deemed a material breach of these Terms, and any acceptance by SEL of late payments shall not be deemed a waiver of such breach. To the extent allowed by law, SEL shall be entitled to recover all costs incurred in collecting amounts due from Buyer, including without limitation legal fees, disbursements and other costs.

3. Delivery, Documentation and Disclosure of Information. Delivery dates are approximate, based upon prompt receipt of all necessary information from Buyer and constitute neither a contractual obligation nor a representation to the Buyer. If drawing approval is required, drawings must be returned on schedule to maintain estimated shipping dates. SEL shall pack and ship Products according to its standard procedure, and all shipments shall be sent to Buyer using the SEL standard freight forwarder or carrier. Buyer shall pay for any increased costs due to special packing, shipment (including freight forwarders

or carriers required by Buyer) or insurance requests, as well as any detention or demurrage charges. Seller reserves the right to make partial shipments of the Products and/or to ship Products early unless otherwise stipulated in Buyer's purchase order. Unless otherwise stated in the SEL sales order acknowledgment, the shipping terms are as stated herein. For Products shipped to addresses within the continental United States, title and risk of loss or damage shall pass to Buyer upon delivery to Buyer's place of business. For Products shipped to addresses outside the continental United States, title and risk of loss or damage shall pass to Buyer at the SEL factory upon delivery to the freight forwarder or carrier. Buyer must unpack and examine Products immediately and, if damage is discovered, notify SEL within three (3) business days of delivery. In any event, acceptance shall be deemed to have occurred no later than fifteen (15) days after shipment. Buyer may return standard products, with SEL's prior written approval, up to one year after the original invoice date (the "Purchase Date") if they are new in their original packaging, were stored properly, and have never been installed. A restocking fee of 25% of the product price if the product is returned less than 6 months after the Purchase Date, and 50% if returned between 6 months and 1 year after the Purchase Date, will apply to each returned product, including panels. Returns are not possible 1 year or more after the Purchase Date, or for customized products, or for any cable. When applicable, SEL shall provide Buyer with one (1) copy of instructions for each Product. Buyer may not reproduce such instructions. Buyer may order additional copies from SEL. All instructions and related documentation shall be in English. Although SEL or its representatives may from time to time provide translations of such instructions and documentation as a courtesy, the English version shall govern, and SEL shall not be liable for any discrepancies. The English versions are available at selinc.com. Any information, suggestions or ideas transmitted by Buyer to SEL in connection with performance hereunder shall not be regarded as proprietary or confidential, unless identified in writing by Buyer and acknowledged in writing by SEL.

4. Intellectual Property. Buyer shall not challenge the validity of any SEL intellectual property, including without limitation any trademarks, service marks, trade dress, patents, copyrights, trade secrets or licenses. Buyer acknowledges that SEL intellectual property is the sole property of SEL. By sale of Products or Services to Buyer, SEL does not transfer any SEL intellectual property rights (including without limitation rights to designs or other work product). Buyer shall not remove or alter any trademarks, service marks or trade dress that identify SEL, nor use any trademarks, service marks, trade dress or any other intellectual property that, in the sole discretion of SEL, is confusingly similar to those of SEL. Any software (including firmware) included with Products is owned by SEL (or its licensors) and is licensed, not sold, to Buyer. Buyer may use such software only with Products and only as intended and permitted by SEL. All software shall be provided subject to the then-current SEL Software License Agreement.

5. Product Warranty and Services Commitment. SEL warrants to Buyer that Products are free from defects in material and workmanship for ten (10) years after shipment for all SEL Products, including SEL-manufactured control enclosure structures and panels. The sole and exclusive warranties for any software are set forth in the [*SEL Software License Agreement](#). This warranty is conditioned upon proper storage and shall be void in its entirety if Buyer modifies Products without prior written consent to and subsequent approval of any such modifications by SEL or uses Products for any applications that require product listing or qualification not specifically included in the SEL written quotation or proposal. If any Product fails to conform to this warranty, Buyer properly notifies SEL of such failure and Buyer returns the Product to SEL factory (unless another location is agreed upon by SEL) for diagnosis (and pays all expenses for such return), SEL shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Product part(s) or making available any necessary replacement part(s) or Product(s). SEL will pay the freight to return the Product to the Buyer (Carriage Paid To (CPT) customer's place of business). If SEL is unable or unwilling to repair or replace, SEL and Buyer shall negotiate an equitable resolution such as a prorated refund or credit to the Buyer's account. Any Product repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. SEL shall, whenever possible, pass the original manufacturer warranty to Buyer for non-SEL products. SEL does not warrant non-SEL products, including non-SEL control enclosure structures, and non-SEL products within SEL panels, control enclosure structures and systems, and products or prototypes provided by SEL for testing, marketing, or loan purposes. SEL shall perform Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL's option, pay a third party to reperform) any defective Services (including Services performed in conjunction with SEL systems) at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original Services.

6. Limitation of Liability, Indemnity and Insurance. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL be liable to Buyer or Buyer's insurers for any loss or damage for an amount (i) exceeding the contract price or (ii) if Buyer places multiple order(s) under the contract, the price of each particular order for all claims arising from or related to that order, and any liability shall terminate upon the

expiration of the warranty period. No claim, regardless of form, arising from these Terms may be brought by Buyer more than one (1) year from the date such claim accrues. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL be liable for any special, consequential, incidental, liquidated or punitive damages, including without limitation any loss of profit or revenues, loss of use of Products or associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Buyer's customers for such damages. If SEL or its subcontractors or suppliers provide Buyer with advice or other assistance, including input of customer-provided or customer-requested settings and advice related thereto, concerning any Product or any system or equipment in which any such Product may be installed, the provision of such advice or assistance shall not subject SEL to any liability. SEL shall not be liable for any claims or losses resulting from any unauthorized access to Products. Buyer confirms that it has read the manuals and instructions for use of Products (or that it will do so) and shall not install or operate Products unless Buyer is competent to do so. Buyer shall indemnify, defend and hold harmless SEL and all related parties from and against any claims, demands, causes of action, losses, costs and expenses, including without limitation legal fees and other costs, arising directly or indirectly from the acts or omissions of Buyer, its officers, employees, agents or representatives, including without limitation (i) Buyer's modification or integration of any Product, (ii) Buyer's specifications, (iii) Buyer's relay settings, which may or may not be based on relay setting examples or guides from SEL, (iv) any changes made by Buyer or others related to design documents produced by SEL, (v) any unauthorized use or reuse of the designs, drawings, plans and specifications furnished by SEL, (vi) Buyer's failure to fully utilize the password protection available in any Product (including without limitation Buyer's failure to use passwords or to change default passwords to unique Buyer passwords) or (vii) any breach of these Terms by Buyer. Buyer shall obtain advance consent from SEL prior to using any Products in connection with any nuclear facility or activity located outside of the United States. Buyer shall maintain commercially reasonable insurance (including waiver of subrogation) against liability and property damage, including without limitation all standard commercial, environmental and, for any Products used in connection with any nuclear facility or activity, nuclear incident insurance. SEL shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of SEL in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Upon request, SEL will provide a certificate of insurance reflecting such coverage.

7. Patent Indemnity. SEL shall defend any action brought against Buyer based on a claim that any Product as provided by SEL infringes any United States patent, and SEL shall pay any award or settlement recovered against Buyer in any such action and shall reimburse Buyer for reasonable costs incurred by Buyer in the defense of any such action, provided that Buyer gives SEL prompt notice of such action, reasonable assistance in the defense thereof and full opportunity to control all aspects thereof, including settlement, and does not take any position adverse to SEL in connection with such action. In the event such Product is held to constitute infringement and use of the Product is enjoined (or SEL foresees a substantial risk of such event), SEL shall, at its sole discretion, exchange the Product with a non-infringing Product, acquire the right for Buyer to continue using it, modify it so that it becomes non-infringing or repurchase it from Buyer for a fair portion of the original price. SEL shall not be liable for damages that arise after SEL offers one of the foregoing remedies in good faith. SEL shall not be liable for any patent infringement claim arising from any custom Product, modification of any Product, integration of any Product not as intended by SEL, or integration of any Product with any non-SEL product, and Buyer shall fully indemnify, defend and hold harmless SEL and all related parties from and against any such patent infringement claim.

8. Transfer to End-User Other Than Buyer. Prior to resale of any Product, Buyer shall obtain written authorization from SEL for any such resale. To obtain such authorization, Buyer shall provide SEL, initially and on an ongoing basis, with complete and accurate end-user data for each Product. Buyer shall provide the end-user of each Product with all product notices, warnings, instructions, recommendations, bulletins and similar materials provided directly or indirectly by SEL. In the event Buyer transfers to a third party any Product or any right or interest therein, Buyer shall indemnify, defend and hold harmless SEL and all related parties from and against any claims against SEL in excess of any SEL obligations under these Terms by such transferee or any other party. Any assignment or transfer of any Product without prior written authorization from SEL shall void the SEL warranty. Buyer acknowledges that all commodities, software or technology (collectively "Items") provided by SEL are subject to US export jurisdiction and agrees to comply with all applicable import and export laws, rules and regulations regarding the transfer of any such Items, including but not limited to, the US Export Administration Regulations 15 C.F.R. Parts 730-774. Buyer shall obtain prior authorization from the U.S. Department of Commerce or any other applicable government entities prior to the export, re-export, transfer, diversion or disclosure any Items provided hereunder, or any direct product thereof, to any destination, end-use or end-user which is restricted or prohibited by US or other applicable laws. Buyer also agrees to comply with US anti-boycott laws and regulations when exporting Items. Buyer warrants that the shipping information is true and accurate to the best of their knowledge. The

attempted assignment or transfer by Buyer of these Terms or any rights or duties hereunder without prior written consent of SEL shall not relieve Buyer of any obligations to SEL.

9.Contract Variations. If Buyer requires approval of drawings, such approval must be received by SEL no later than ten (10) working days after submittal of drawings by SEL to Buyer. Buyer's failure to comply with this requirement may result in additional costs and delays, which shall be Buyer's sole responsibility. Where Buyer's specifications lack sufficient detail, SEL reserves the right to design Products in accordance with good commercial practice, as determined at the sole discretion of SEL. Changes in scope or modification of Services will result in the contract amount and schedule being equitably adjusted. SEL is not obligated to proceed with any change until both parties agree upon such change in writing. SEL shall be entitled to an equitable adjustment in the price and schedule in the event of any changes in the law or engineering standards impacting SEL's obligations or performance under this Agreement. Any order may be terminated by Buyer upon written notice and payment of Cancellation Charges. Any order delayed at Buyer's request shall be subject to the prices and Terms in effect at the time of release of such delay. Any such order delayed beyond a reasonable period (as determined in SEL's sole discretion) shall be treated as a Buyer's termination, and will be subject to Cancellation Charges equal to 25% of the order price (including for SEL systems and control enclosure structure). When Products are ready for shipment and shipment cannot be made due to Buyer's request, SEL shall submit an invoice for such Products payable upon receipt thereof and shall store such Products on Buyer's behalf. In such event, title and risk of loss shall pass to Buyer upon moving such Products to storage, and all expenses incurred by SEL in connection with such storage, including without limitation demurrage, cost of preparation for storage, storage charges, insurance (if SEL chooses, at its sole discretion, to purchase such insurance) and handling charges, shall be payable by Buyer upon submission of invoices by SEL.

10.Governing Law and Dispute Resolution. The laws of the State of Washington, USA, excluding conflict of laws principles, shall govern these Terms. The parties reject any applicability of the United Nations Convention on Contracts for the International Sale of Goods. Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the arbitration award may be entered in any court of competent jurisdiction. Arbitration shall be held in Seattle, Washington, or another location agreed upon by the parties, and shall be conducted in English. The prevailing party to any dispute shall be entitled to recover legal fees and other costs (including without limitation arbitration fees, disbursements, and collection costs).

11. Miscellaneous. These Terms, including the [SEL Software License Agreement](#), and SEL sales order acknowledgement, constitute the entire agreement between SEL and Buyer, and supersede any prior or contemporaneous verbal or written agreements, negotiations, commitments, representations or correspondence between the parties, including without limitation any terms on any purchase order form. SEL rejects any representation, express or implied warranty, course of performance or dealing, trade usage or any different or additional terms not set forth herein. SEL reserves the right to modify or revoke any quote or order to comply with applicable laws and market conditions. Any notice pursuant to these Terms shall be deemed given when sent by registered mail, certified mail (return receipt requested), or overnight delivery to an authorized officer at the address listed on the SEL sales order acknowledgment or, if no such address is provided, at the registered headquarters of the other party, or when faxed to 1-509- 336-7920 or emailed to legal@selinc.com (receipt confirmed). All rights and duties hereunder shall be for the sole and exclusive benefit of Buyer and SEL, and not for the benefit of any other party. SEL may perform its obligations hereunder personally, or through one or more of its affiliates, although SEL shall nonetheless be solely responsible for the performance. SEL may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign accounts receivable to any party without Buyer's consent. Buyer agrees to execute any documents necessary to complete Seller's assignment or novation. SEL may subcontract portions of the work so long as SEL remains responsible for the work. Buyer shall notify SEL immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. No failure or delay by either party in exercising any right or remedy or insisting upon strict compliance by the other party with any obligation in these Terms, shall constitute a waiver of any right thereafter to demand exact compliance with these Terms. The invalidity, in whole or part, of any provision in these Terms shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision. Neither party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payment of amounts already due and owing) where such failure or delay results from any event beyond its reasonable control.

SEL Software License Agreement

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING SOFTWARE. SCHWEITZER ENGINEERING LABORATORIES, INC. OR ITS AFFILIATE ("SEL") IS WILLING TO LICENSE SOFTWARE TO YOU AND/OR YOUR COMPANY ("LICENSEE") ONLY ON THE CONDITION THAT LICENSEE ACCEPTS THE TERMS OF THIS AGREEMENT. BY INSTALLING SOFTWARE OR OPENING THE PACKAGE (OR, IF THIS AGREEMENT IS DISPLAYED ELECTRONICALLY, CLICKING "I ACCEPT" OR "I AGREE"), LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL SOFTWARE OR OPEN THE PACKAGE (OR, IF THIS AGREEMENT IS DISPLAYED ELECTRONICALLY, CLICK "NO" OR "CANCEL") AND PROMPTLY RETURN SOFTWARE TO SEL WITHIN TWENTY (20) DAYS OF PURCHASE FOR A FULL REFUND OF ANY LICENSE FEE PAID. THE TERMS OF THIS AGREEMENT SHALL APPLY TO ANY SOFTWARE PROVIDED BY SEL TO LICENSEE, WHETHER OR NOT EMBEDDED IN SEL PRODUCTS.

1. License to Use. "Software" means proprietary computer software licensed by SEL, whether or not embedded as firmware in SEL products, and includes all copyright, trade secret, patent and other property rights in and to Software, any upgrades, updates, modifications, enhancements to, and derivative works of Software, any associated media (including without limitation user manuals, training guides, other written documentation, executable files, help files and other files) and any copies of Software. SEL grants to Licensee a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, and limited license to use the current version of Software. SEL licenses (and not sells) Software to Licensee and no title or ownership interest in Software is transferred to Licensee.
2. Limitations on Use. Software is copyrighted and possibly patented and contains proprietary information and trade secrets belonging to SEL or its affiliates and subsidiaries. Licensee shall not modify, decompile, disassemble, decrypt, extract or otherwise reverse-engineer Software, or create derivative works based upon all or part of Software. Licensee shall not sublicense, transfer, loan, rent, lease or assign Software or this Agreement to any other person without the prior written consent of an authorized employee of SEL. Licensee shall not remove or obscure any copyright or other intellectual property notices on Software. Licensee shall not, in whole or in part, disclose Software to any third party nor use Software for any purpose other than its own internal business purposes. Licensee shall take all reasonably appropriate actions, whether by instruction, contract or otherwise, to ensure that Licensee's employees comply with this Agreement. Licensee shall not use Software until Licensee has paid SEL the Software license fee (if applicable) or the product price (which includes the firmware license fee for embedded software). Licensee is not granted a license to any Software upgrade, update, modification, or enhancement offered by SEL, unless i) Licensee acknowledges that use of such upgrade, update, modification, or enhancement is subject to the terms of this Agreement and subsequent amendment(s), and ii) Licensee has paid any applicable Annual Upgrade Subscription License fee.
3. Limitations on Copying. All copies of Software shall conspicuously display any copyright and other intellectual property notices found on the original Software. Licensee shall not copy written documentation provided with Software. If Licensee holds a Single-Seat License, Software may be installed on only one (1) computer during the term of the license, and Licensee shall not copy Software, except as reasonably necessary to run Software or to interconnect Software with other programs, or for backup purposes. If Licensee holds a Corporate License, Licensee may make a limited number of copies (not to exceed fifty (50) seats) to fulfill its needs within the corporation and for backup purposes.

4. Termination. Licensee's rights to Software shall terminate upon any violation or termination of this Agreement. Licensee's obligations pursuant to this Agreement shall survive any termination of this Agreement. Licensee shall return to SEL any media containing, and delete any electronic copies of Software immediately upon termination of this Agreement and certify same in writing to SEL.
5. Warranty. Software embedded as SEL firmware shall be covered under the SEL Standard Product Warranty for the respective product. Software not embedded as product firmware shall, at the time of delivery, substantially conform to SEL's then-current published specifications for ninety (90) days after delivery. Licensee acknowledges that Software is of such complexity that it may have inherent defects. SEL shall attempt to correct documented errors that SEL's diagnosis indicates are caused by a defect in Software, provided that Licensee notifies SEL of any such defect within ninety (90) days after delivery. SEL does not provide any warranty if Software's nonconformance is a result of Licensee's abuse, improper use, or modification of Software. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT TITLE AND PATENT INFRINGEMENT, AND IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SEL FOR DAMAGES ARISING FROM OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF SOFTWARE. SEL MAKES NO WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR FREE OR WITHOUT INTERRUPTION. SEL shall not be held liable for any damages whatsoever (including without limitation any incidental, direct, indirect, special, consequential, and punitive damages) arising from or in connection with the delivery, use, or performance of Software, even if SEL has been advised of the possibility of such damages. This paragraph sets forth Licensee's sole remedy and SEL's sole liability.
6. Third Party Software. Certain SEL products contain software licensed by SEL from one or more third party software licensors, including Microsoft Licensing, Inc. or its affiliates ("Third Party Software"). SEL does not warrant Third Party Software. Third Party Software shall be subject to the standard warranties and terms of use provided by Third Party Software suppliers (copies of which may be obtained from an SEL customer service representative).
7. U.S. Government Restricted Rights. Software (including documentation and embedded software) is provided as commercial and restricted computer software. Use, duplication or disclosure by the U.S. Government or any U.S. Government contractor or subcontractor is subject to the restrictions set forth in 48CFR12.212, 48CFR52.227-14, 48CFR52.227-19, or 48CFR227.7202, as applicable.
8. Governing Law and Dispute Resolution. The laws of the State of Washington, USA, excluding conflict of laws principles, shall govern this Agreement. The parties reject any applicability of the United Nations Convention on Contracts for the International Sale of Goods. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the arbitration award may be entered in any court of competent jurisdiction. Arbitration shall be held in Seattle, Washington, or another location agreed upon by the parties, and shall be conducted in English. The prevailing party to any dispute shall be entitled to recover legal fees and other costs (including without limitation arbitration fees, disbursements, collection costs, and the allocated cost of in-house counsel).
9. Miscellaneous. Any modification of these Terms must be in a writing signed by an authorized officer of SEL. Licensee shall comply with all applicable laws, regulations, and orders of the United States or any other jurisdiction, including without limitation all applicable export laws, regulations, and orders. Any notice pursuant to this Agreement shall be deemed given when sent by registered or certified mail (return receipt requested), overnight delivery or fax (confirmed receipt and sent by mail) to an authorized officer at the address or fax number provided on the SEL sales order acknowledgment if to SEL or, if no such address or fax number is provided, at the registered headquarters of the other party. All rights and duties hereunder shall be for the sole and exclusive benefit of Licensee and SEL and not for the benefit of any other party. The assignment or transfer by Licensee of any rights or duties hereunder without prior written consent of SEL shall not relieve Licensee of any obligations to SEL. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in this Agreement, shall constitute a waiver of any right thereafter to demand exact compliance with this Agreement. The invalidity, in whole or part, of any provision in this Agreement shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision. Neither party shall be liable for failure to perform or delay in performance of any obligation under this Agreement (except payment of amounts already due and owing) where such failure or delay results from any event beyond its reasonable control.



Please address purchase orders to:
Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163

Reference this quote number and send purchase orders to:

Business Email lori@powerconnections.com

Created Date 2/10/2023

Account Name City of Ocala

Sold To Contact Dorian Hernandez

Sold To Contact dhernandez@ocalafl.org
Email

Sold To Contact +1 (352) 351-6691
Phone

Quote Number 00236448

Expiration Date 4/1/2023

Prepared By Lori Barrentine

Sold To Sales Power Connections
Channel

Business Email lori@powerconnections.com

ITS/220686

Line No.	Part Number	Description	Sales Price	Quantity	Total Price
1	2742S#8MBM	SEL-2742S Software-Defined Network Switch	USD 2,542.63	2.00	USD 5,085.26
2	2740S#M8G9	SEL-2740S Software-Defined Network Switch	USD 3,234.71	15.00	USD 48,520.65
3	2740S#HB64	SEL-2740S Software-Defined Network Switch	USD 3,234.71	4.00	USD 12,938.84

Grand Total USD 66,544.75

Lead Time

Inquire with your SEL Representative for specific lead times.
Lead time will be confirmed after the receipt of a complete purchase order and can be subject to change.

End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

Freight

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

Manuals

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a separate line item and may be subject to freight charges.

Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.

Exhibit 2 - 1

Payment Terms

et 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.

Quote Terms

Prices are based on quoted quantities and may change if quantities change. Prices do not include sales tax.

Information within this quotation is for your evaluation purposes only. Disclosure of this information outside of your company is prohibited.

Purchase order modifications or cancellations may result in additional fees and adjustment to delivery schedule. To prevent delays, please carefully review the part number descriptions listed in the above table to ensure ordering options will meet requirements.

SEL values your right to privacy, and uses personal data provided to SEL only for our legitimate business interests. More information may be found at the [SEL Privacy Policy](#). You may exercise your rights related to your personal data by contacting the SEL Data Protection Officer at data_protection@selinc.com.

All sales are subject to the attached SEL Sales Terms, available on SEL's website (<https://www.selinc.com/termsandconditions/unitedstates>) and incorporated herein by reference unless Buyer and SEL has a Master Agreement or signed negotiated terms on file.

Exhibit 3: Utility Specific Clauses

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

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

Exhibit 4
NETL FORM
Foreign National Participation Document



Version: 11/1/2021

Foreign National Participation Document

Financial Assistance
Award Number: _____

Date: _____

Recipient Name: _____

Project Title: _____

Tables 1 and 2 must be completed for all foreign nationals¹ planned for participation on the award. This Foreign National Participation Document must be updated if your organization or any subrecipient anticipates the addition or deletion of a proposed foreign national on the award.

Please email the completed document to basicinfo@netl.doe.gov with a courtesy copy to the assigned Project Manager and Contract Specialist/Grant Management Specialist for your award.

Table 1: Foreign Nationals Planned for Participation in the Award

	Full Name (Last, First, Middle ²)	Citizenship(s)/ Country of Origin ³	State Sponsor of Terrorism Country ⁴ ? (check if yes)	Employer	Project Role ⁵	Actual or Estimated Project Cost ⁶
1			<input type="checkbox"/>			
2			<input type="checkbox"/>			
3			<input type="checkbox"/>			
4			<input type="checkbox"/>			
5			<input type="checkbox"/>			
6			<input type="checkbox"/>			
7			<input type="checkbox"/>			
8			<input type="checkbox"/>			
9			<input type="checkbox"/>			
10			<input type="checkbox"/>			
11			<input type="checkbox"/>			



Version: 11/1/2021

	Full Name (Last, First, Middle ²)	Citizenship(s)/ Country of Origin ³	State Sponsor of Terrorism Country ⁴ ? (check if yes)	Employer	Project Role ⁵	Actual or Estimated Project Cost ⁶
12			<input type="checkbox"/>			
13			<input type="checkbox"/>			
14			<input type="checkbox"/>			
15			<input type="checkbox"/>			
16			<input type="checkbox"/>			
17			<input type="checkbox"/>			
18			<input type="checkbox"/>			
19			<input type="checkbox"/>			
20			<input type="checkbox"/>			
21			<input type="checkbox"/>			
22			<input type="checkbox"/>			
23			<input type="checkbox"/>			
24			<input type="checkbox"/>			
25			<input type="checkbox"/>			

1. A foreign national is any person who is not a United States citizen by birth or naturalization.
2. If no Middle Name, add "NMN."
3. List all countries of citizenship/place of birth or country of origin.
4. Check the checkbox if the foreign national is associated with a country that is listed on the U.S. Department of State's list of State Sponsors of Terrorism, which is located at <https://www.state.gov/state-sponsors-of-terrorism/>.
5. Identify the foreign national's role on the project. (E.g., Principal Investigator, Co-Principal Investigator, Business Point-of-Contact, Lead Researcher, Graduate Research Assistant, etc.).
6. Identify the actual, estimated, or budgeted total cost (Federal + Cost Share) planned for the foreign national to be incurred under the project (include salary, overhead, travel, conference fees, etc.).



Version: 11/1/2021

Please complete Table 2 for each foreign national data entry Point of Contact (POC). In the event additional data is required, POC(s) will be responsible for uploading additional foreign national information/data to an NETL secure file sharing drop box folder(s).

A maximum of one foreign national data submission POC is permitted for each prime recipient or subrecipient organization. While one foreign national data submission POC may upload information/data for multiple organizations and foreign nationals, the prime recipient may also identify an individual POC for each subrecipient organization. It is preferred that the foreign national data submission POC be a U.S. citizen.

Table 2: Foreign National Data Entry POC(s)

	Company Name	Point of Contact (POC) Name	POC Email Address	POC Phone Number
<i>Prime Recipient</i>				
<i>Subrecipient 1 (if applicable)</i>				
<i>Subrecipient 2 (if applicable)</i>				
<i>Subrecipient 3 (if applicable)</i>				
<i>Subrecipient 4 (if applicable)</i>				
<i>Subrecipient 5 (if applicable)</i>				
<i>Subrecipient 6 (if applicable)</i>				
<i>Subrecipient 7 (if applicable)</i>				
<i>Subrecipient 8 (if applicable)</i>				
<i>Subrecipient 9 (if applicable)</i>				
<i>Subrecipient 10 (if applicable)</i>				
<i>Subrecipient 11 (if applicable)</i>				
<i>Subrecipient 12 (if applicable)</i>				
<i>Subrecipient 13 (if applicable)</i>				
<i>Subrecipient 14 (if applicable)</i>				

Exhibit 5

DE-CR0000007

APPA Non-Disclosure Agreement

APPA Confidentiality and Nondisclosure Agreement

This Agreement is made and entered into as of this ____ day of _____, by and between the American Public Power Association ("APPA") and City of Ocala ("Participant")

Confidentiality: Except as otherwise set forth herein, you agree that any American Public Power Association ("APPA") software, services, and/or hardware (including related documentation and materials) provided to you under this Agreement, and any information disclosed by APPA to you in connection with this Agreement will be considered and referred to as "APPA Confidential Information."

Notwithstanding the foregoing, APPA Confidential Information will not include: (a) information that is generally and legitimately available to the public through no fault or breach of yours; (b) information that is generally made available to the public by APPA; (c) information that is independently developed by you without the use of any APPA Confidential Information; (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation; or (e) any third-party software and/or documentation provided to you by APPA and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation.

Sharing APPA Confidential Information: APPA wishes to share APPA Confidential Information under Cooperative Agreement Award Number: DE-CR0000007 (hereafter "CA") including all related materials with the Participant for the purpose of developing a public power OT Cyber Defense Development and Deployment Specification, to complete the APPA Project Management Plan, and to review and assist with other work products specific to CA tasks for submission to the Department of Energy.

Nondisclosure and Nonuse of APPA Confidential Information: Unless otherwise expressly agreed or permitted in writing by APPA, you agree not to disclose, publish, or disseminate any APPA Confidential Information to anyone other than to employees and contractors working for the same entity as you and then only to the extent that APPA does not otherwise prohibit such disclosure. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of APPA Confidential Information. You acknowledge that unauthorized disclosure or use of APPA Confidential Information could cause irreparable

harm and significant injury to APPA that may be difficult to ascertain. Accordingly, you agree that APPA will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have. If you are required by law, regulation, or pursuant to the valid binding order of a court of competent jurisdiction to disclose APPA Confidential Information, you may make such disclosure notwithstanding anything else in this agreement, but only if you have notified APPA before making such disclosure and have used commercially reasonable efforts, to the extent permissible by governing law applicable to Participant to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve you of your obligations to hold such information as APPA Confidential Information.

Removal of Participants: APPA, at its discretion, will remove any Participant from the CA program if the Participant willfully violates this Agreement.

Return or Destruction of Confidential Information

Promptly upon written request of APPA, the Receiving Party shall, and shall cause its Representatives to return to the Disclosing Party or destroy all Confidential Information in tangible form (whether in written form, electronically stored or otherwise), and neither the Receiving Party nor any of its Representatives shall retain any copies or extracts thereof.

Information Security:

Without limiting Participant's obligation of confidentiality as further described in the Agreement and herein, Participant will be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of APPA Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the APPA Data; (iii) protect against unauthorized access to or use of the APPA Data; (iv) ensure the proper disposal of APPA Data; and (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.

Participant will designate an individual to be responsible for the information security program. Such individual will respond to APPA inquiries regarding computer security and to be responsible for notifying APPA-designated contact(s) if a breach occurs.

Upon becoming aware of a breach affecting APPA Data, Participant will immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof. Participant shall without undue delay (and in no event later than 72 hours of becoming aware of such breach) inform APPA and provide written details of the breach, including the type of data and systems affected, the likely consequences of the breach, any other relevant information for APPA to understand the nature of the breach, and the measures taken or proposed to be taken

to address it, as soon as such information becomes known or available to Participant.

Participant agrees that any and all transmission or exchange of system application data with APPA and other parties shall take place via secure means, e.g., HTTPS, FTPS, SFTP, or equivalent means.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

APPA

City of Ocala

By: _____

By: _____

Date: _____

Date: _____

Exhibit 6: Limitation of Liability and Indemnification

INDEMNITY. Vendor shall indemnify Utility, APPA, and their respective elected officials, employees, agents, and volunteers (collectively "Indemnitees") against and hold Indemnitees harmless from all actual and proven damages, losses, costs, and expenses, including reasonable attorneys' fees (collectively "Damages"), arising from third-party claims brought against Indemnitees to the extent such Damages arise out of the negligent acts or omissions of Vendor or Vendor's agents or employees in performing the SOW under this Agreement, including, without limitation, harm or personal injury to third persons during the term of this Vendor Agreement. The indemnity provided by Vendor herein shall be the Indemnitees' exclusive remedy for Damages resulting from third-party claims. Vendor's indemnity obligation shall survive the expiration or termination of this Vendor Agreement only to the extent that the applicable statute of limitations for any third-party claim for which Vendor has an indemnity obligation extends beyond the expiration or termination of this Vendor Agreement.

LIMITATION OF LIABILITY. Vendor's aggregate liability to Indemnitees and Indemnitees' insurers, collectively, for all claims (direct and third-party) and Damages related to this Vendor Agreement shall be limited to the price of this Vendor Agreement as set forth in Article 4; provided, however, no limitation of liability in regard to amount shall apply to claims and Damages arising from Vendor's gross negligence or willful misconduct. Vendor shall not be liable for any special, consequential, incidental, indirect, exemplary, or punitive damages, including, without limitation, any loss of profit or revenues, even if Vendor has been advised of the possibility of such damages. This limitation of liability shall apply to all claims and Damages related to this Vendor Agreement, whether such arise from a breach of contract; a defense, indemnification, or hold harmless obligation; warranty; tort, including negligence; strict liability; or otherwise. This limitation of liability shall survive the expiration or termination of this Vendor Agreement.

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

EXHIBIT 7: Dispute Resolution, Jurisdiction and Venue, Choice of Laws

ATTORNEYS' FEES. If any civil action, arbitration or other legal proceeding is brought by one Party against the other Party for the enforcement of this Vendor Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Vendor Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses reasonably incurred (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), in that civil action, arbitration or legal proceeding, in addition to any other relief to which such Party may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges reasonably billed by the attorney to the prevailing party.

JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS VENDOR 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.

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.

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

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other court. Service of any court paper may be affected 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.

Exhibit 8: Permitted Assigns and Delegates

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

RIGHTS OF THIRD PARTIES. Nothing in this Vendor 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 Vendor 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 Vendor Agreement.

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

Certificate Of Completion

Envelope Id: CF931A53DCBD448A94766889A0824F3A

Status: Completed

Subject: Agreement for Vendor Product - SEL Switches (ITS/220686)

Source Envelope:

Document Pages: 30

Signatures: 4

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Brittany Craven

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

biverson@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

6/16/2023 7:26:46 AM

Holder: Brittany Craven

biverson@ocalafl.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William E. Sexton

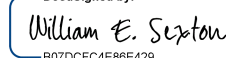
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

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Signed: 7/13/2023 8:38:37 AM

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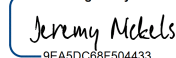
Jeremy Nickels

brenda_griffin@selinc.com

Vice President of Finance

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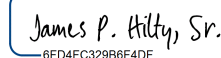
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Electronic Record and Signature Disclosure:

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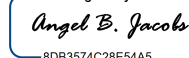
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Angel B. Jacobs

ajacobs@ocalafl.org

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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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
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Certified Delivered	Security Checked	7/24/2023 11:17:44 AM
Signing Complete	Security Checked	7/24/2023 11:18:31 AM
Completed	Security Checked	7/24/2023 11:18:31 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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