



AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT

THIS AGREEMENT FOR DIRECT PURCHASE UNIFORM PROGRAM MANAGEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **TYNDALE ENTERPRISES, INC.**, a foreign for-profit corporation duly organized in Pennsylvania and authorized to do business in the state of Florida (EIN: 23-2189889) ("Vendor").

WHEREAS, on February 21, 2023, the City of Ocala issued a Request for Proposals ("RFP") for the provision of uniform and work apparel, RFP No.: ELE/230220 (the "Solicitation"); and

WHEREAS, six (6) firms responded to the Solicitation and, after the consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by Tyndale Enterprises, Inc. was scored the highest by a City review committee; and

WHEREAS, Vendor was chosen as the intended awardee to provide a direct purchase uniform program for City employees ("Services").

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

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
 2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Services and the bid submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
- A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-3)

Exhibit B: Price Proposal (B-1)

Exhibit C: Proposal (C-1 through C-44)

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

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work, Exhibit C – Proposal**, and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents as to the Scope of Services to be performed by Vendor, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$280,000)** (the "Contract Sum") The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
 - A. **Pricing.** Vendor shall be compensated in accordance with the pricing schedule set forth in **Exhibit B – Price Proposal**. Vendor's prices are exclusive of withholding, use, excise, privilege or similar taxes as well as customs, duties, export fees or tariffs and shipping charges.
 - B. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the first six (6) months of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be



approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases will not occur more frequently than semi-annually. Price increases are based on documented increases from product manufacturers. It is Vendor's responsibility to notify the City of any changes and to request a Change Order. If the City does not agree to increases, Vendor has the right to remove those items from the program.

- C. **Invoice Submission.** Monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility, Attn: Lisa Crouthamel, 1805 NE 30th Avenue, Ocala, Florida 34470**, E-mail: lcrouthamel@ocalafl.org.
 - D. **Information on Invoice.** Vendor shall provide the following information on each invoice:
 - a. Utility Services Department (Ocala Electric Utility or Ocala Fiber Network)
 - b. Division and employee name
 - c. Ocala Electric Utility divisions include: Transmission & Distribution, AMI and Substation. Departments and/or divisions may be added or deleted as the City deems necessary.
 - d. Duplicate shipping statements
 - E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. All payments shall be due net (30) days from the date of the invoice, and City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.
 - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall not exceed the disputed amount under any applicable invoice and shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment
 - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **AUGUST 2, 2023** and continue for a term of **THREE (3)** years, through and including **AUGUST 1, 2026**. This Agreement may be renewed for up to **ONE (1)** additional, **TWO-YEAR** (2-year) period by written consent between City and Vendor.
 6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States



or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. INSPECTION AND ACCEPTANCE OF THE WORK. All services, and products provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager (the "Project Manager").

- A. The City shall have sixty (60) days from the date of receipt of any Goods to notify Vendor that the City is rejecting such good or product based on any defect or lack of compliance with the requirements and specifications in the related Purchase Order, in which case Vendor, in its sole discretion and at its cost, shall either 1) replace each defective Good promptly after the return of the defective Good(s), 2) repair such Good(s), or 3) refund the full amount paid by the City for each defective Good upon the return of the defective Good(s). Such notification shall be in writing and shall state the nature of the defect or lack of compliance. With respect to any returned Good(s) that are not defective, and which comply with the specifications set forth in the related Purchase Order, the City shall pay all expenses and costs relating to the return. See Exhibit A for Custom Goods return terms.
- B. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the services, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.
- C. Neither the Project Manager's review of Vendor's services nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Vendor's provision of Services under this Agreement.

8. TERMINATION AND DEFAULT. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, shall give thirty (30) days' advance written notice of default to the defaulting party.. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor thirty (30) days' advance written notice of termination. Any



notice of termination given to Vendor by City shall be effective immediately upon the conclusion of the thirty (30) days or the termination date listed in the notice, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Vendor's performance or workmanship fails to conform to the specifications of the Purchase Order thereby falling below acceptable City or trade standards;
- (2) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (3) Vendor provides material that does not meet the specifications of the Purchase Order or Agreement;
- (4) Vendor fails to complete the work required within the time stipulated in the Agreement or reach mutually agreeable alternative delivery dates with City; or
- (5) Vendor fails to cure any default in the performance of the Agreement within ten (10) days after receipt of written notice from the City thereby giving the City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default.** City shall provide Vendor with the opportunity to cure the violations within ten (10) days of the City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall use commercially reasonable efforts to cure to completion within a reasonable time as determined by City, which shall not be less than the ten (10) days provided in the notice. If the violations are not corrected within the ten (10) day period or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

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

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Vendor all actual and reasonable costs of completing the required work; and
- (4) City shall be entitled to recovery from Vendor any actual excess costs by deduction from any unpaid balances owed to Vendor for products not delivered or services not performed.

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

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

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



10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.
11. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
 - A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
 - B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
 - C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
12. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
 - A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
 - C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Vendor shall comply with all applicable local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Vendor and City shall continue performance of undisputed obligations under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing, including payment of undisputed amounts.
 - F. Title and risk of loss shall pass from Vendor to the City upon the delivery of goods to the City's designated location.
13. **WARRANTY.** Vendor warrants that all goods and services furnished to the City shall be in accordance with the specifications herein and free from any defects of workmanship and materials.



Vendor warrants that goods furnished to the City shall be merchantable and fit for the City's described purposes on the attached garment label or product description, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods. Vendor shall provide information on its return and refund policy, which shall include embroidered and non-embroidered items. Any warranty provided by Vendor is conditioned upon the following: (a) user adhering to all washing and care instructions provided by Vendor, (b) the Goods being used for their intended purpose as stated in the product label, and (c) the Good(s) not being modified, altered, or repaired by a third party. If the City or the ultimate user fails to follow the requirements of this Section 13, then any warranty provided by Vendor is void. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR PROVIDES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE GOODS (OR ANY SERVICES PERFORMED RELATED TO THE GOODS).

At a minimum, if an article of clothing is delivered damaged, or is a different item/size/color/etc. than that requested by the City, and City notifies Vendor in writing within sixty (60) days after delivery is received then corrections, repairs or replacement or refunds shall be performed by the Vendor in its sole discretion and at no additional charge.

14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
16. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such



amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.
- B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.



- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. Severability of Interests. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
19. **SAFETY/ENVIRONMENTAL**. Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.
- All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, Vendor shall not discriminate against its employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **SUBCONTRACTORS**. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
22. **INDEPENDENT CONTRACTOR STATUS**. Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship



which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all actual and reasonable expenses and costs actually incurred by City to accomplish such completion shall be credited to City.
26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
28. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.



29. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
30. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
34. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:



If to Vendor:

Tyndale Enterprises, Inc.
Attention: Barbara Fitzgeorge, VP of Marketing
5050 Applebutter Road
Pipersville, Pennsylvania 18947-1808
Phone: 215-766-5660
E-mail: marketing@tyndaleusa.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
38. **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.



39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
40. **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.
41. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
46. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
47. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
48. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for



whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 10/12/2023.

ATTEST:

DocuSigned by:

Angel B. Jacobs

Angel B. Jacobs

City Clerk

Approved as to form and legality:

DocuSigned by:

William Sexton

William E. Sexton, Esq.

City Attorney

CITY OF OCALA

DocuSigned by:

James P. Hilty, Sr.

James P. Hilty, Sr.

City Council President

TYNDALE ENTERPRISES, INC.

DocuSigned by:

Barbara Fitzgeorge

BBCA4AD2A88F4A0...

By: Barbara Fitzgeorge

(Printed Name)

Title: VP Marketing

(Title of Authorized Signatory)

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230220****BACKGROUND**

1. The City will directly purchase uniform and work apparel from Vendor to supply approximately seventy (70) employees, both men and women, with new quality embroidered or screen printed clothing.
2. Clothing shall include but not be limited to: t-shirts, polo shirts, button-down shirts, sweatshirts, light jackets, winter jackets and Arc Flash rated apparel (both tops, bottoms and women's undergarments).
3. The City is interested in purchasing items only and will not consider rentals.

OBJECTIVE

1. Vendor shall provide City Uniforms for purchase (not rentals) and use by the City's Utility Services departments (Ocala Electric Utility and Ocala Fiber Network).

PROGRAM MANAGEMENT

1. Vendor shall provide an online presence that City employees can use to manage orders, allowances, and payments.
2. The online ordering presence should be able to show at a minimum:
 - a. products available for purchase.
 - b. current allowance balance.
 - c. order status.
3. If the product is not available, a program manager must be assigned to the City in order to ensure prompt customer service and minimal administrative burden for the City Contract Administrator and his/her designee.
4. The online presence shall have the ability to accommodate specific catalogs for individual departments/divisions within the City.
5. Each individual catalog will have the ability to host numerous clothing items from a variety of manufacturers.
6. All employees included in the clothing program shall have access to their own account within the online presence, and will be issued an allowance to purchase items directly from the Vendor.
7. The City will not be responsible for monitoring the spending account for each participating employee.
8. The number of employees participating in the clothing program will vary from year to year.
9. Customer service's turnaround time shall be 48 hours or less for response.

CLOTHING SPECIFICATIONS

1. In lieu of providing clothing specifications, the City intends for Vendor to provide the City with a **percentage discount off catalog (or listed) pricing.**
2. All apparel shall be new, unused, and not previously sold to another customer.
3. The City's catalogs shall include, but are not limited to, AR/FR and ANSI Class 3 high visibility apparel.
4. Clothing shall be free of defect in material and workmanship.

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230220**

5. Flame Resistant Clothing apparel must comply with NFPA, ASTM and OSHA regulations for FR clothing and be a minimum of 8 cal/cm².
6. Vendor's pricing shall be inclusive of all sizing requirements.
7. Charges for specific sizing must be annotated.

QUANTITY

1. Approximately seventy (70) employees will fall under this Agreement requiring uniform purchases.
2. The expectation is that each employee will purchase eight (8) to twelve (12) full uniforms (shirt/pants) within the first two (2) years of the start of this Agreement, then four (4) full uniforms each year thereafter. This is an estimated annual usage only, and nothing herein shall bind the City to purchase any specified quantity of product(s).
3. It is also further understood that the City shall not be obligated to purchase or pay for any product(s) covered unless and until ordered and received in good condition by the City.
4. The City may increase or decrease the number of uniforms (or employees) as it deems necessary.
5. No minimum order quantity of products shall be required under this Agreement.

UTILITY LOGOS AND EMBROIDERY/SCREEN PRINTING

1. When a utility logo is required to be embroidered or screen printed on a garment, the City will provide the Vendor with a digital file of the utility logo.
2. When embroidered, the logo shall be embroidered in white or black FR threading.
3. The City does not have any patches that will be affixed to garments – only embroidery or screen printing of the utility logo will be required.
4. All shirts shall be screen printed, sweatshirts and outerwear must be embroidered.
5. The utility logo shall be located on the shirts, sweatshirts, and outerwear on the left breast pocket, or in the event there is no pocket on the garment, in the left breast pocket area.
6. Each individual department/division's online catalog must have the ability to specify logo application (department/color).

CATALOGS

1. The catalog shall include or be accompanied by a detailed sizing chart for items included in the catalog.
2. An updated catalog shall be provided (either in print or as an electronic document) at the beginning of each calendar year this agreement is in place.

PACKAGING OF ORDERS

1. Employees will order products through the online presence and those orders will have the option to be delivered directly to the employee's home.
2. All pricing shall be on an F.O.B Destination basis and shall include all delivery costs.
3. All prices, delivery, fitting or any other fee shall be clearly noted and included.
4. All items must be delivered within two (2) weeks of order date.

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230220**

5. The City will accept late delivery on backordered items only. A notification that an item is on backorder must be sent to the appropriate employee e-mail within seven (7) calendar days of order placement.

REPLACEMENT ITEMS

If a manufacturer discontinues a garment specified in this Agreement during the Contract Term, Vendor shall identify another garment of equal or greater quality for substitution (with the approval of the City).

PRICING

Vendor shall provide pricing as a discount off catalog price. Vendor shall include any additional optional costs for things such as embroidery, rush, shipping, alterations, sizing, oversize and tall sizes. The City must be notified of 30 days prior to effective dates of any changes to the list price in the catalog.



Exhibit B - Price Proposal
Attachment 8: Tyndale Pricing for
City of Ocala

CONTRACT#*March 22, 2023*

Master Item	Manufacturer	Description	Blended Price	Price	Oversize	Tyndale MSRP
FR Work Shirts			Blended	2-Column		
K196T	Tyndale	Men's Classic Long Sleeve Work Shirt	\$60.85	\$57.95	\$70.30	\$65.00
K193T	Tyndale	Women's Classic Long Sleeve Work Shirt	\$60.85	\$57.95	\$70.30	\$65.00
K176T	Tyndale	Men's Long Sleeve Button Down Work Shirt	\$63.85	\$60.80	\$73.15	\$68.00
K173T	Tyndale	Women's Long Sleeve Button Down Work Shirt	\$63.85	\$60.80	\$73.15	\$68.00
F166T	Tyndale	Men's Lightweight Long Sleeve Button Down Work Shirt	\$88.80	\$84.55	\$101.65	\$94.00
F163T	Tyndale	Women's Lightweight Long Sleeve Button Down Work Shirt	\$88.80	\$84.55	\$101.65	\$94.00
FR T Shirts						
M010T	Tyndale	Layer 1 Long Sleeve Tee Shirt	\$63.85	\$60.80	\$73.15	\$68.00
M013T	Tyndale	Women's Long Sleeve Base Layer - available 8/1/22	\$63.85	\$60.80	\$73.15	\$68.00
J02MT	Tyndale	Versa Raglan T-Shirt	\$69.85	\$66.50	\$79.80	\$74.00
FR Henley Shirts						
J060T	Tyndale	Men's Three Button Long Sleeve Henley	\$66.85	\$63.65	\$76.95	\$71.00
J063T	Tyndale	Women's Three Button Long Sleeve Henley	\$63.65	\$63.65	N/A	\$71.00
FR Hi-Vis Shirts						
M03ST	Tyndale	Hi-Vis Short Sleeve T-Shirt	\$110.75	\$105.45	\$127.30	\$117.00
M034T	Tyndale	Hi-Vis LS Shirt with Pocket	\$132.70	\$126.35	\$152.00	\$140.00
M134T	Tyndale	Hi-Vis Long Sleeve Button Down Work Shirt	\$148.65	\$141.55	\$170.05	\$157.00
FR Work Pants						
M297T	Tyndale	Five Pocket Flex Casual Pant	\$119.70	\$114.00	\$136.80	\$126.00
FR Jeans						
J230T	Tyndale	Men's Classic Work Jean	\$63.85	\$60.80	\$73.15	\$68.00
J233T	Tyndale	Women's Classic Work Jean	\$63.85	\$60.80	\$73.15	\$68.00
M24MT	Tyndale	Versa Regular Fit Jean	\$96.80	\$92.15	\$111.15	\$102.00
FR Fleece						
M721T	Tyndale	Zip Front Hooded Sweatshirt	\$170.60	\$162.45	\$195.70	\$180.00
M72MT	Tyndale	Men's Versa Full Zip Hooded Sweatshirt	\$178.60	\$170.05	\$204.25	\$188.00
M056T	Tyndale	Men's Classic Casual 1/4 Zip Pullover	\$117.75	\$112.10	\$134.90	\$124.00
M701T	Tyndale	Hooded Sweatshirt	\$159.60	\$152.00	\$182.40	\$168.00
M70MT	Tyndale	Versa Three Button Sweatshirt with Hood	\$164.60	\$156.75	\$188.10	\$174.00

Notes:

In addition to the items quoted above, Tyndale offers a broad selection of FR clothing from top brands like Ariat, Bulwark, Carhartt, True North, and Wrangler for your consideration. Pricing for additional items is available upon request.

Freight not included in the price.

Embellishment not included in garment price. Embellishment pricing is as follows:

- Electric Utility LC Embroidered Logo - \$3.85 each
- Electric Utility LC Screen Printed Logo in Black - \$10.80 each
- Electric Utility LC Heat Transfer Logo - \$1.55 each
- Fiber Network LC HT Small Logo in Black - \$1.55 each
- Fiber Network LC Embroidered Logo - \$4.25 each
- Fiber Network LC Screen Printed Logo in Black - \$10.80

Blended price applies to all stock size available from a manufacturer.

2-Column oversize price applies to garments as follows:

- 2XL and higher for shirts, jackets, sweatshirts, etc.
- 44 in (waist) and higher for pants and jeans
- 52 in (chest) and higher for coveralls
- 22 (size) and up for women's pants

Tyndale MSRP is valid for base sizes (20% upcharge for oversize), shipping and logos not included.

Sales tax and any applicable customs, taxes or fees for shipments outside the U.S. are not included in the price of the garment.

Returns accepted within 60 days on unwashed, unworn, and unembellished garments.

Pricing based on Net 30 day payment terms or credit card payment. Pricing valid for 90 days from date of quote.

Purchaser is responsible for all third party fees associated with invoicing, bill payment set-up, and similar fees, such as Ariba.

The prices contained in this document are CONFIDENTIAL and shall not be shared without the express written consent of Tyndale.

Value Added Services

- Best Selection: Extensive AR/FR clothing selection for men and women - including a complete line of American-made options from Tyndale
- Best Delivery: \$50M in on-hand inventory helps reduce lead times
- Online Ordering: Fully customized online ordering system displaying only Company-approved items
- Tracking: Direct-to-user garment and spend tracking and reporting
- Account Management: 35+ years of industry expertise, including participation in ASTM, EEI, NFPA
- Tyndale 360 Experience: On-site visits feature training and support, plus a chance to evaluate select garments
- WBE: Certified woman-owned business status
- Hassle-free returns and exchanges: No shipping or restocking fees for any unworn, unwashed, unembellished item returned within 60 days

**Tyndale's Response to the City of Ocala's RFP#
ELE/230220 for Uniform Program Management**

March 22, 2023

Table of Contents*March 22, 2023*

Tyndale has provided the City of Ocala with a response to RFP #ELE/230220 for Uniform Program Management. Our complete response includes the following:

- Cover letter
- Attachment 1: Exhibit A - SCOPE OF WORK - Tyndale's Response
- Attachment 2: Tyndale's Response to City of Ocala's Qualifications and Experience; Staffing Plan; Customer Service; Responsiveness
- Attachment 3: Tyndale's Key Personnel Resumes for City of Ocala
- Attachment 4: Tyndale References for City of Ocala
- Attachment 5: Tyndale's Response to City of Ocala's Methodology; Ease of Use; Availability of Items
- Attachment 6: Tyndale Detailed Service Specification
- Attachment 7: Tyndale's Response to City of Ocala's Price Proposal; As a Percentage Discount Off Catalog (Or Listed Pricing)
- Attachment 8: Tyndale Pricing for City of Ocala
- Attachment 9: Tyndale's Catalog for City of Ocala
- Attachment 10: Tyndale Redlines

Tyndale's Response to the City of Ocala's RFP #ELE/230220 for Uniform Program Management
March 22, 2023

Tyndale appreciates the opportunity to respond to the City of Ocala's request for proposal for Uniform Program Management. Tyndale's managed arc-rated and flame resistant (AR/FR) apparel program maximizes bottom-line savings, offers excellent customer service, and ensures employee satisfaction. For your consideration below, we've included information on our standard service-based managed clothing program, outlined in *Attachment 1* and *Attachment 6*, which provides benefits other suppliers simply can't match:

- **Total Program Management:** Tyndale offers price-competitive garments, particularly within the context of a fully managed allowance program. No need to juggle separate suppliers, manage your own inventory, or deal with used or missing garments. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Bottom line, Tyndale manages the clothing program so you can focus on your professional priorities – serving your customers.
- **Inventory Commitment:** With over \$50M in on-hand inventory at our distribution centers in Houston, TX and Pipersville, PA, and strong relationships with key suppliers, Ocala has access to the best products and lead times in the industry. Our product offering includes the largest selection of women's protective clothing designed from the ground up to fit women properly. As Ocala's needs evolve, Tyndale offers add-on programs for PPE such as AR/FR rainwear, boots, gloves, and more.
- **Experience & Industry Leadership:** Tyndale established managed apparel programs as the industry benchmark more than 40 years ago and continues to lead the industry with our custom programs. As a supplier to 90% of investor owned electric utilities, Tyndale has a strong track record of success.
- **Online Ordering:** Tyndale's user-friendly online ordering website is seamlessly integrated with our automated management systems, ensuring strict budgetary control and extensive reporting capabilities. Displaying only items authorized by Ocala, our best-in-class site allows employees to easily place orders, track orders, check account status, and more.
- **Compliance & Technical Resources:** Tyndale's Vice President of Corporate Strategy and Technical, Scott Margolin, and I are well-versed on the standards that impact worker safety and are available to help ensure compliance with the most up-to-date industry safety standards for FR. Tyndale offers [extensive resources](#) to Ocala such as, informative articles on our industry-leading [blog](#), straightforward answers to [frequently asked questions](#), [real-world demonstration videos](#) to educate employees why wearing FRC – and wearing it properly – matters, and more!
- **Dedicated Account Management & Support:** As your main point of contact, I work closely with you to ensure total program success starting with a smooth implementation. I partner with Account Manager, Christina Gilbride, and Account Specialist, Elizabeth McDonald, who provide exceptional account management and ongoing program maintenance. In addition, our US-based customer service team is available Monday – Friday, 7 a.m. – 8 p.m. EST, to support Ocala employees.

Thank you for your consideration and please feel free to contact me if you have any further questions.

Kind regards,



Brian Morris, National Account Executive | 215-766-5660 Extension 726 | BMorris@TyndaleUSA.com

Attachment 1: Exhibit A – SCOPE OF WORK – Tyndale’s Response**CONTRACT# ELE/230220****BACKGROUND**

1. The City is seeking an exclusive direct purchase of uniform and work apparel vendor that can supply approximately 70 employees, both men and women, with new quality embroidered or screen printed clothing.

Tyndale’s Response:

By leveraging Tyndale’s managed direct-purchase program, each of Ocala’s 70 employees receives an Ocala-funded annual allowance or allotment from which they can purchase a preferred combination of Ocala-approved arc-rated and flame resistant (AR/FR) clothing and other Personal Protective Equipment (PPE). This ensures strict budgetary control and compliance with safety standards. Garments purchased are always new and Tyndale’s broad product offering and extensive inventory ensures Ocala has access to competitively priced, high-quality garments for both men and women with strong lead times. In fact, Tyndale is committed to offering the largest selection of women’s protective clothing in the industry. We proudly manufacture a complete line of FR designed specifically for women and has continuously developed new women’s products, expanded our offerings from leading FR brands, and increased our on-hand inventory. Tyndale also offers maternity options, including an FR maternity bib overall and women’s maternity pants. Using state-of-the-art equipment and materials, our highly trained staff of embellishments professionals provide embroidery, heat transfer, and reflective striping services. Tyndale is happy to provide logo customization as shown in Ocala’s Attachment B.

2. Clothing shall include but not be limited to: t-shirts, polo shirts, button-down shirts, sweatshirts, light jackets, winter jackets and Arc Flash rated apparel (both tops, bottoms and women’s undergarments).

Tyndale’s Response:

Tyndale offers t-shirts, polo shirts, button-down shirts, sweatshirts, light jackets, winter jackets, and arc flash rated apparel including tops, bottoms, and undergarments. But our inventory for men and women goes far beyond the specific product types listed above. Tyndale offers a wide selection of garments compliant with OSHA 29 CFR 1910.269 and NFPA 70E, providing protection from arc flash hazards in the field.. Tyndale’s inventory is strategically stocked by our full-time inventory planning team, which provides forecasting data to key suppliers months in advance with the help of sophisticated forecasting algorithms that employ machine learning. Our extensive inventory offers employee choice, which increases satisfaction and compliance. When wearers are satisfied with their options, they are more likely to wear them consistently and properly.

3. The City is interested in purchasing items only and will not consider rentals.

Tyndale's Response:

Tyndale is happy to propose our managed direct-purchase program to Ocala, which includes benefits other suppliers simply can't match. In fact, Tyndale established managed, direct-purchase programs as the industry benchmark in 1981 and has transitioned hundreds of customers from a uniform rental program to a managed direct purchase program and maintains a 99% retention rate. .

4. The City intends to award one agreement for a contract period of three years with the option for one, two-year renewal.

Tyndale's Response:

Tyndale understands and acknowledges that Ocala intends to award one agreement for the contract period of three years with the option of one, two-year renewal.

OBJECTIVE

1. The purpose for this Request for Proposal (RFP) by the City of Ocala Florida, is to solicit proposals from interested vendors to provide City Uniforms for purchase (not rentals) and use by the City's Utility Services departments (Electric and Fiber Network).

Tyndale's Response:

Tyndale provides a direct purchase program for Ocala and understands that garments are to be used by the City's Utility Services department (Electric and Fiber Network). Our employee-based managed apparel program is customized to the needs identified by Ocala's hazard analysis and supports compliance with all applicable safety standards and test methods.

EXPERIENCE REQUIREMENTS

1. **Experience Requirement:** Bidder must possess five (5) years' experience in providing direct purchase of uniform and work apparel.

Tyndale's Response:

Since 1981, Tyndale provide has provided managed apparel programs and customized programs to leading utility companies throughout the USA and beyond. Tyndale supplies FR clothing programs to 90%+ of investor owned electric utilities in the USA and is among the top 3 FR clothing suppliers in the market, outfitting over 325,000 wearers.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three years.

Tyndale's Response:

Tyndale acknowledges that the resulting contract is for an initial term of three years .

2. **Renewals:** One (1) optional, two-year renewal term.

Tyndale's Response:

Tyndale acknowledges that there is an option of one, two-year renewal term.

3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Vendor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

Tyndale's Response:

Tyndale understands Ocala's request around price increases; however, Tyndale's respectfully asks Ocala to consider our standard terms which best align with the protective products we offer as part of our managed clothing program. Tyndale provides pricing firm for six (6) months. After the initial six (6) months, price increases will not occur more frequently than semi-annually. Price changes are based on documented increases from product manufacturers and Tyndale is happy to provide letters from manufacturers to substantiate any increases. If Ocala does not agree to increase, Tyndale is happy to recommend a low-cost alternative (if available) or the product will be removed from the program.

Tyndale's pricing is competitive, particularly within the context of a fully managed program. particularly within the context of a fully managed allowance program. Tyndale's garment pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Bottom line, Tyndale manages the clothing program, so you don't have to.

PROGRAM MANAGEMENT

1. The City desires an online presence that employees can use to manage orders, allowances, and payments.

Tyndale's Response:

Tyndale's online ordering platform provides an exceptional user experience for Ocala's employees. The online catalog displays only items that employees are authorized to purchase, and all products are vetted by Tyndale for safety compliance, quality, and reliable delivery before they're offered for Ocala's consideration. Tyndale's flexibility makes it easy to customize online catalog offerings to the needs of distinct groups within your organization. You can easily restrict which workers wear which products, according to budgeting, protective needs, and image requirements. Once logged in, employees can place orders, check their allowance balances, view order history, and check stock, check the status of an order, track a shipment, and more – anytime, 24 hours a day, seven days a week. For a quick tour of the website, please watch our [video demonstration](#).

2. The online ordering presence should be able to show at a minimum a. products available for purchase.
- b. current allowance balance.
- c. order status.

Tyndale's Response:

Tyndale's user-friendly online ordering platform shows:

- a) Ocala-approved products for employees to purchase
- b) Employee's available allowance balances – updated in real time so employees always know how much they have to purchase approved garments
- c) Order status – Tyndale's Order History section on the website shows orders that have been delivered and order in progress with tracking information, so employees know when to expect the protective garments they rely on. Tyndale's site also quote estimated ship date (ESD) for each item before the order is finalized so employees know when garments will be delivered.

Additionally, Ocala employees also have access to:

- Our web-chat feature – so they can contact customer service with questions or issues
- User ratings and reviews – displayed for products in the program so they employees can make informed purchasing decisions
- Various resources – including size guides, videos, and more
- Return and exchange process
- In-stock filter – which displays program items that are on our shelves and available to ship quickly.
- And more!

3. If the product is not available, a program manager must be assigned to the City in order to ensure prompt customer service and minimal administrative burden for Contract Administrator and his/her designee.

Tyndale's Response:

Be design, Tyndale provides total program management – greatly minimizing the administrative burden for supervisors and their employees. Your National Account Executive, Brian Morris and Account Manager, Christina Gilbride serve key safety and supply contacts – including after-hours to provide emergency service. Your Account Specialist, Elizabeth McDonald serves front-line managers and supervisors and handles day-to-day program changes and updates. And, our knowledgeable US-based Customer Service team supports Ocala employees with questions or issues. Customer service representatives are available at 800-356-3433 from 7am – 8pm (ET) Monday through Friday. Calls are answered by live representatives in our Pipersville, PA headquarters location with a 90%+ first call resolution and average hold time under two minutes.

Your account management team can provide regular program reports, so you always have your finger on the pulse of the program without the burden of daily administration.

4. The online presence will have the ability to accommodate specific catalogs for individual Departments/Divisions within the City.

Tyndale's Response:

We have the flexibility to customize our online catalog offerings to the needs of distinct groups – departments/divisions – within your organization. You can easily restrict which workers wear which products, according to budgeting, protective needs, and image requirements.

5. Each individual catalog will have the ability to host numerous clothing items from a variety of manufacturers.

Tyndale's Response:

Tyndale is proud to offer a wide selection of garments compliant with OSHA 29 CFR 1910.269, providing arc flash protection and has the ability to include numerous clothing items from a variety of manufacturers – such as Ariat, Bulwark, Carhartt, Wrangler, and many others – in Ocala's catalog. In fact, our ["choice" model](#), maximizes compliance, comfort, access to innovations, morale, and reduces cost.

6. All employees included in the clothing program will have access to their own account within the online presence and will be issued an allowance to purchase items directly from the vendor.

Tyndale's Response:

All employees included in the clothing program are able to log in to Tyndale's secure web-based ordering platform with their username and self-created password to access their customer catalog of Ocala-approved items. Each of your workers receives an Ocala-funded annual allowance or allotment which is displayed on the website from which they can purchase their preferred combination of Ocala-approved AR/FR clothing and other PPE directly from Tyndale. Tyndale's automated allowance/allotment management system maintains a complete profile of each eligible employee.

7. The City will not be responsible for monitoring the spending account for each participating employee.

Tyndale's Response:

Tyndale's automated allowance/allotment management system maintains allowance amounts for each eligible employee, ensuring that all employee purchases are tracked and reported. Simply provide a list of eligible employees with their appropriate allowance amounts and our website, which is fully integrated with our allowance management system, ensures allowances/allotments are strictly adhered to. Employees can see their allowance amounts on the website, and it is updated in real time as purchases are made. Employees cannot spend beyond their set allowance amount without providing a personal payment method – ensuring all budgetary requirements are met. Management may opt to either "carry over" or "zero out" unused allowances at the end of a period.

8. The number of employees participating in the clothing program will vary from year to year. **Tyndale's Response:**

Tyndale understands and acknowledges that the number of eligible employees may change from year to year. Simply provide any removals or additions to your dedicated Tyndale Account Specialist and the program is updated – typically within 72 hours – or you can provide a new roster each year. Our vast inventory allows us to support Ocala's growing employee base, as we perpetually stock sufficient quantities of core products and maintain an average 90% fill rate – meaning items are on our shelves and available to ship when orders are placed.

9. Customer services turnaround time shall be 48 hours or less for response.

Tyndale's Response:

Our knowledgeable US-based Customer Service team supports employees regarding questions or issues and is proud to maintain a 90%+ first call resolution rate and an average hold time under two minutes. If questions or issues need to be escalated to the Account Specialist or Account Manager, those concerns are typically resolved in 48 hours or less.

CLOTHING SPECIFICATIONS

1. In lieu of providing clothing specifications, the City intends for each Vendor to provide the City with a **percentage discount off catalog (or listed) pricing.**

Tyndale's Response:

Tyndale's pricing structure does not align with offering a percentage discount off catalog or listed pricing. However, Tyndale is proud to offer price-competitive garments particularly within the context of a fully managed allowance program. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Please see *Attachment 6: Tyndale Detailed Service Specification*, for more information on our value added services.

2. All apparel should be new, unused, and not previously sold to another customer.

Tyndale's Response:

All apparel purchased through Tyndale is new, unused, and not previously sold to another customer.

3. The City's catalogs will include but are not limited to AR/FR and ANSI class 3 high visibility apparel.

Tyndale's Response:

Tyndale is happy to ensure that Ocala's catalogs include AR/FR clothing and ANSI class three high-visibility apparel. Only items that have been approved by Ocala are offered in the program and catalog offerings can be customized by group if needed.

4. Clothing shall be free of defect in material and workmanship.

Tyndale's Response:

When purchasing from Tyndale, you can feel confident that items are free of defects. In the unlikely event of a product defect, our unique position as a manufacturer and distributor allows us to warrant all garments against manufacturing or fabric defects for the useful life of the garment. Tyndale guarantees all AR/FR clothing we sell to maintain its flame resistance throughout the useful life of the garment so long as home laundering instructions are followed, and bleach is not used during laundering. Home laundering instructions accompany each shipment, so your employees know how to care for their clothing properly. Whether manufactured by Tyndale or one of our suppliers, Tyndale repairs or replaces any garment at no charge that is determined at Tyndale's sole discretion to have a manufacturer's defect. In the rare event of a defect, Tyndale replaces the garment and deals directly with the garment manufacturer on your behalf.

5. Flame Resistant Clothing apparel must comply with NFPA, ASTM and OSHA regulations for FR clothing and be a minimum of 8 cal/cm².

Tyndale's Response:

Tyndale's provides Ocala with AR/FR clothing that meets Ocala's specifications for compliance with applicable NFPA, ASTM, and OSHA standards with a minimum arc-rating of 8 cal/cm².

6. The vendor's pricing shall be inclusive of all sizing requirements. If there are additional charges for specific sizing, that must be annotated in the proposal.

Tyndale's Response:

Tyndale's pricing is inclusive of all sizing requirements. Please see *Attachment 8: Tyndale Pricing for City of Ocala* for specific sizing details.

QUANTITY

1. Approximately 70 employees will fall under this contract, requiring uniform purchases.

Tyndale's Response:

Tyndale acknowledges that there are approximately 70 employees requiring uniform purchases that fall under this contract. If selected, we look forward to providing them with high-quality flame resistant clothing and user-friendly online ordering experience.

2. The expectation is that each employee will purchase 8 – 12 full uniforms (shirt/pants) within the first two years of the start of the contract, then 4 full uniforms each year thereafter. This is an estimated annual usage only, and nothing herein shall bind the City to purchase any specified quantity of product(s).

Tyndale's Response:

Tyndale acknowledges Ocala's expectation that each employee will purchase 8-12 full uniforms (shirt/pants) within the first two years of the start of the contract then 4 uniforms each year thereafter. This is easily accomplished through our allotment program offering (quantity and style based) verses our allowance program offering (dollar based). Tyndale understands that this is an estimated annual usage only and that nothing herein shall bind Ocala to purchase any specified quantity of product(s).

3. It is also further understood that the City shall not be obligated to purchase or pay for any product(s) covered unless and until ordered and received in good condition by the City.

Tyndale's Response:

Tyndale typically provides statement billing, where a single monthly invoice for all shipments that occurred within that month is provided. Ocala may also opt for credit cards, invoices that accompany each shipment, evaluated receipt settlement, or electronic invoicing via email to make payment as easy as possible. It's important to note that if Ocala pays via credit card, cards are charged when the order ships. Also, allowance/allotment amounts are updated in real time.

If employees aren't happy with their purchase, we offer hassle-free returns and exchanges. Ocala employees can return an unwashed, unworn, unaltered, and unembellished item to Tyndale within 60 days for virtually any reason. Ocala does not pay for return shipping or any restocking fees.

4. The City may increase or decrease the number of uniforms (or employees) as it deems necessary.

Tyndale's Response:

Adjusting the allotment or allowance and adding or removing employees in Ocala's program is simple – the employee's supervisor or a program administrator completes a short action form and sends it to your dedicated Account Specialist. Once the action form is received, the change is made quickly, typically within 72 hours.

5. No minimum order quantity of products shall be required under this contract.

Tyndale's Response:

Tyndale understands that no minimum order quantity of products shall be required under the contract. Minimum order quantities only apply to select items and custom products. We are happy to work closely with Ocala to ensure these are not part of the program.

UTILITY LOGOS AND EMBROIDERY/SCREEN PRINTING

1. The utility logos are included in this RFP as Exhibit B - Logos.

Tyndale's Response:

Thank you for providing the utility logos for our reference. We are happy to embellish garments as requested.

2. When a utility logo is required to be embroidered or screen printed on a garment, the City will provide the Vendor with a digital file of the utility logo.

Tyndale's Response:

Using state-of-the-art equipment and materials, our highly trained staff of professionals can embellish garments based off the digital file provided by Ocala.

3. When embroidered, the logo will be embroidered in white or black FR threading.

Tyndale's Response:

Tyndale is happy to embroider garments with white or black FR threading according to Ocala's preference.

4. The City does not have any patches that will be affixed to garments – only embroidery or screen printing of the utility logo will be required.

Tyndale's Response:

Tyndale acknowledges that patches are not utilized. We and can meet Ocala's embroidery requirements as requested.

5. All shirts will be screen printed, sweatshirts and outerwear must be embroidered.

Tyndale's Response:

Tyndale understands Ocala's request for screen printed shirts and embroidered sweatshirts and outerwear. Tyndale typically recommends embroidery for all but has the ability to offer screen printing if it is a strict requirement.

6. The utility logo shall be located on the shirts, sweatshirts and outerwear on the left breast pocket, or in the event there is no pocket on the garment, in the left breast pocket area.

Tyndale's Response:

Tyndale understands Ocala's request, however, embellishing a logo on a breast pocket closes the pocket and it is not be usable. Alternately, Tyndale is happy to logo *above* the left breast pocket on garments that have a breast pocket. On garments that do not have pockets, Tyndale applies the logo in the left breast pocket area.

7. Each individual department/division's online catalog must have the ability to specify logo application (Department/color).

Tyndale's Response:

Tyndale's website only displays logos that employees are eligible to use. Different catalogs for individual department/divisions can have specific logos available to them in their custom catalog. We can also make logos required if needed.

CATALOGS

1. Each Vendor shall submit with their proposal submission, catalogs, descriptive literature, designs, and other necessary information to fully describe the material or apparel proposed to be furnished.

Tyndale's Response:

Please see *Attachment 9: Tyndale's Catalog for City of Ocala*, which includes detailed descriptions of the products we are proposing.

2. The catalog shall include or be accompanied by a detailed sizing chart for items included in the catalog.

Tyndale's Response:

Please see *Attachment 9: Tyndale's Catalog for City of Ocala*, which includes a sizing chart. Tyndale also provides sizing videos, user ratings and reviews, and hassle free returns and exchanges to aid employees in the purchasing process and ensure satisfaction.

3. An updated catalog shall be provided (either in print or as an electronic document) at the beginning of each calendar year this agreement is in place.

Tyndale's Response:

Tyndale can provide an updated catalog at the beginning of each calendar year at Ocala's request.

PACKAGING OF ORDERS

1. Employees will order products through the online presence and those orders will have the option to be delivered directly to the employee's home.

Tyndale's Response:

Ocala employees can use Tyndale's custom website to place orders. Tyndale can also process and package each order individually and deliver directly to the employee's home.

2. All pricing shall be on an F.O.B Destination basis and shall include all delivery costs.

Tyndale's Response:

Shipping includes all delivery costs. It is not included in the price of the garment. Instead, Tyndale has provided shipping as a separate charge.

3. All prices, delivery, fitting or any other fee shall be clearly noted and included in this proposal cost.

Tyndale's Response:

Tyndale's garment pricing is inclusive of critical services like our [Tyndale 360° Events](#) (formerly on-site fittings), advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Costs for delivery is provided as a separate charge.

4. All items must be delivered within two (2) weeks of order date.

Tyndale's Response:

We deliver in-stock Tyndale, Bulwark, and Carhartt items quickly - typically in one to two weeks. Tyndale's \$50M inventory offers the broadest range of products available for quick delivery. Tyndale employs a full-time inventory planning team to manage resources, optimize product availability, and streamline delivery – benefitting wearers and management alike. We dedicate resources to ensure inventory is strategically stocked in the right combination of color, size, and style, so workers with varying body types are outfitted quickly with the protective clothing needed to stay safe on the job.

5. The City will accept late delivery on backordered items only. A notification that an item is on backorder must be sent to the appropriate employee e-mail within 7 calendar days of order placement.

Tyndale's Response:

Tyndale acknowledges Ocala's acceptance of late deliveries on backordered items only. Employees are emailed when an item on their shipment is placed on backorder with follow up emails sent monthly. Tyndale's site also quote estimated ship date (ESD) for each item before the order is finalized so employees know when to accept their purchases.

REPLACEMENT ITEMS

1. If a manufacturer discontinues a garment specified in this contract during the period of the contract the Vendor will identify another garment of equal or greater quality for substitution (with the approval of the City).

Tyndale's Response:

Tyndale's dedicated account management team communicates directly with Ocala regarding any discontinued items. Once an item is discontinued, Tyndale work with Ocala to add a similar replacement garment to Ocala's program.

WARRANTY

1. The Vendor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials.

Tyndale's Response:

When purchasing from Tyndale, you can feel confident that items are free of defects. In the unlikely event of a product defect, our unique position as a manufacturer and distributor allows us to warrant all garments against manufacturing or fabric defects for the useful life of the garment.

2. The Vendor warrants that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.

Tyndale's Response:

Protecting Ocala's workforce with premium, reliable garments is something we are particularly proud of. All products are vetted by Tyndale for safety compliance, quality, and reliable delivery before they're offered for Ocala's consideration.

3. The Vendor shall provide information on a return and refund policy, which shall include embroidered and non-embroidered items.

Tyndale's Response:

An employee can return any unwashed, unworn, unaltered, and unembellished item(s) to Tyndale within 60 days for virtually any reason. Ocala does not pay for return shipping or any restocking fees. To return an item, the employee simply logs into the online ordering website and prints a return shipping label, or contacts Tyndale Customer Service to request a label, for eligible items. From there, the employee encloses the return in a shipping container, affixes the no-charge shipping label to the outside, and passes the shipment along to UPS. Employees may return logoed items. If Ocala chooses to allow returns of embellished garments, Tyndale requests including consignment provisions for handling logoed inventory in the contract. Employees receive their replacement products or account credit promptly – typically within two business days from receipt at our distribution facilities.

4. At a minimum, if an article of clothing is delivered damaged or is a different item/size/color/etc. than that requested by the City and City notifies Vendor within thirty (30) days after delivery is received and accepted then corrections, repairs or replacement shall be performed by the Vendor at no additional charge.

Tyndale's Response:

If an item is delivered damaged or if a different item/size/color/etc. is delivered, Tyndale makes it right for no additional charge. We accept the return of garments within 60 days for virtually any reason as long as they are unwashed, unworn, and unaltered. Additionally, Ocala employees may request basic repairs, repair kits, and routine alterations of select items – free of charge.

INVOICING

1. The following information shall be provided on the invoice:

- a. Utility Services Department
- b. Division and employee name.
- c. Departments include: Electric and Fiber Network.
- d. Electric Department Divisions include: T&D, AMI and Substation.
- e. Departments/Divisions may be added or deleted as the City deems necessary.
- f. Duplicate shipping statements shall be provided with invoices.

Tyndale's Response:

While we do not provide duplicate shipping statements (f), Tyndale is happy to include the rest of the requested information outlined above on each invoice per Ocala's request.

PRICING AND AWARD

1. Vendor shall provide pricing as a discount off catalog price. Vendors shall include any additional optional costs in their proposals for things such as embroidery, rush, shipping, alterations, sizing, oversize and tall sizes. Any changes to the list price in the catalog, the City must be notified of 30 days prior to effective dates.

Tyndale's Response:

While we do not provide discount pricing off our catalog, Tyndale offers price-competitive garments particularly within the context of a fully managed allowance program. Please see *Attachment 8: Tyndale Pricing for City of Ocala* for embroidery charges, pricing options regarding oversized garments, and additional pricing information. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. In response to pricing changes, Tyndale assesses pricing at six months and provides Ocala with any necessary updated pricing. Rest assured, price increases are based on documented increases from manufacturers and supporting documentation is provided to substantiate any increases upon request. Tyndale gives Ocala 30 days' notice to accept our updated pricing before we implement them into Ocala's program. If Ocala does not agree to increases, Tyndale has the right to remove those items from the program. Tyndale is happy to work closely with Ocala to propose a lower cost alternative if available.

Attachment 2: Tyndale's Response to City of Ocala's Qualifications and Experience; Staffing Plan; Customer Service; Responsiveness

A. Qualifications and Experience; References: 1. Provide qualifications, resumes, and experience of the team for this project based on the elements of this solicitation.

Tyndale's Response:

Please see *Attachment 3: Tyndale's Resumes for City of Ocala* for qualifications, resumes, and experience of our account management personnel in regards this project.

2. Emphasize the specific qualifications and experience as it relates to the Scope of Work for the key team members including references and contract/project descriptions.

Tyndale's Response:

Please see *Attachment 3: Tyndale's Resumes for City of Ocala* for specific qualifications and experience of our account management personnel as it relates to Ocala's scope of work. Please see *Attachment 4: Tyndale References for City of Ocala* for references and contract/program descriptions.

3. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.

Tyndale's Response:

Please see *Attachment 3: Tyndale's Resumes for City of Ocala* and *Attachment 4: Tyndale References for City of Ocala* for the qualifications, track record and relevant experience of our account management personnel.

4. Provide Submit a minimum of two (2) references from recent work performed similar to what is being proposed.

Tyndale's Response:

Please see *Attachment 4: Tyndale References for City of Ocala*.

B. Staffing Plan:

1. Specify the names of the persons who will be authorized to give and support information, both in writing and oral presentation, for your company.

Tyndale's Response:

Brian Morris and Christina Gilbride are authorized to support Ocala in every capacity for the contract term.

2. Provide their titles, addresses, and telephone numbers.

Tyndale's Response:

Brian Morris, National Account Executive, is based remotely in Louisiana. 215-766-5660 Ext. 726
Christina Gilbride, Account Manager, 5050 Applebutter Rd, Pipersville, PA 18947, 215-766-5660 Ext. 647

C. Customer Service Responsiveness:

1. As required in Exhibit A – Scope of Work.

Tyndale's Response:

Tyndale meets or exceeds Ocala's requirements. Please see details provided in *Attachment 1: Exhibit A – SCOPE OF WORK – Tyndale's Response*.

Attachment 5: Tyndale's Response to City of Ocala's Methodology; Ease of Use; Availability of Items**D. Methodology Ease of Use; Availability of Items:**

1. Convey a clear understanding of the nature of the work outlined in Exhibit A - Scope of Services and your methodology to accomplish it.

Tyndale's Response:

The nature of the work outlined in Exhibit A aligns closely with our standard offering and we know we can lead the way to Ocala's next generation program. Please see *Attachment 1: Exhibit A - SCOPE OF WORK- Tyndale's Response for complete details.*

2. Description of the ordering mechanism for employees and administrators.

Tyndale's Response:

Please see *Attachment 6: Tyndale Detailed Service Specification* for a description of our online ordering platform for Ocala employees and administrators. Please also watch our website demonstration video for an overview: <https://vimeo.com/795346769/78475c9572>

3. Description of the catalog building process, and timeline to start purchases.

Tyndale's Response:

Tyndale works closely with Ocala to ensure a streamlined approach to selecting arc-rated and flame resistant clothing for inclusion in the catalog so that it aligns with all business and industry requirements. Implementation of Ocala's custom online ordering website typically takes about two months as long as key decisions are made in a timely fashion.

4. Description of any value-added services (fitting, consultations, website development, etc).

Tyndale's Response:

Please see *Attachment 6: Tyndale Detailed Service Specification* for details of our value added services.

5. Communication and coordination.

Tyndale's Response:

Your National Account Executive ,Brian Morris and Account Manager Christina Gilbride ,serve key safety and supply contacts – including after-hours to provide emergency service. Your Account Specialist, Liz McDonald serves front-line managers and supervisors and handles day-to-day program changes and updates. Our knowledgeable US-based Customer Service team supports employees with questions or issues. Representatives are available at 800-356-3433 from 7am – 8pm (ET) Monday through Friday. Calls are answered by live representatives in our Pipersville, PA headquarters location with a 90%+ first call resolution; average hold time is under two minutes.

6. Description of the billing process.

Tyndale's Response:

Please see *Attachment 6: Tyndale Detailed Service Specification* for the billing options we provide.

7. Information which will assist the City to determine the vendor's capability of performing the work.

Tyndale's Response:

Please see *Attachment 1: Exhibit A - SCOPE OF WORK- Tyndale's Response.*

Attachment 6: Tyndale Detailed Service Specification
Tyndale's Full-Service Managed Program for Arc Flash Protection

Tyndale Enterprises, Inc. ("Tyndale") provides an employee-based Managed Apparel Program, customized to the needs identified by the City of Ocala's (Ocala) hazard analysis. Tyndale's program supports compliance with all applicable safety standards and test methods.

By leveraging Tyndale's direct-purchase service program, each of your workers receives a Ocala-funded annual allowance or allotment from which they can purchase a preferred combination of Ocala-approved arc-rated and flame resistant (AR/FR) clothing and other Personal Protective Equipment (PPE). Choose Tyndale and unlock unparalleled benefits:

- Custom online catalog containing Ocala-approved AR/FR clothing that provides all-season comfort and protection.
- Efficient, secure, and user-friendly online ordering using a Ocala-funded allowance or allotment – the site offers strict spend enforcement, OSHA audit trail, and retail style features.
- Employees may buy beyond Ocala's funds by providing a personal credit card, making payment directly to Tyndale.
- Each employee is treated as an individual customer with regard to ordering, individual order packaging, customer support, and return, exchange, and repair transactions.
- Management receives accountable service from a designated account management team who is intimately familiar with your clothing program and maintains accountability for its success, and wearers receive direct support from our US-based Customer Service team.

Equip your workers with a Tyndale clothing program, and harness the power of choice to maximize program success at the employee level:

- **Comfort:** Choice ensures wearers find garments that fit, are comfortable, and enjoyable to wear while also meeting Ocala's image requirements.
- **Safety & Compliance:** By allowing workers to choose based on personal preference, you ensure satisfaction with the program and compliance with safety standards. Workers wear the clothing – and wear it properly.
- **Satisfaction & Engagement:** Garments with the latest styles and technologies can be adopted into the program quickly, keeping workers interested and satisfied.

Flexible service and a full suite of value-adds, further outlined below, ensure Ocala receives the lowest total cost of ownership, particularly when compared to rigid competing programs that require substantial daily/weekly administrative oversight:

Customer Support

We're in the protective clothing business so you don't have to be. Using a three-tiered approach, all employees throughout your organization receive the same accountable service and support from real people, offering real solutions:

- Your National Account Executive and Account Manager serve key safety and supply contacts – including after-hours to provide emergency service.
- Your Account Specialist serves front-line managers and supervisors and handles day-to-day program changes and updates.

- Our knowledgeable US-based Customer Service team supports employees with questions or issues. Representatives are available at 800-356-3433 from 7am – 8pm (ET) Monday through Friday. Calls are answered by live representatives in our Pipersville, PA headquarters location with a 90%+ first call resolution; average hold time is under two minutes.

Eliminate back and forth between employees and supervisors. Our comprehensive support system saves administrative time because we work directly with wearers to answer program-specific questions and handle all communication with various clothing suppliers as necessary.

Products and Inventory

Orders are picked and shipped from our extensive inventory of AR/FR products. We perpetually stock sufficient quantities of core products and maintain an average 90% fill rate – meaning items are on our shelves and available to ship when orders are placed.

- Employees receive their order quickly from our deep inventory – \$50M on-hand – at our distribution centers in Pipersville, PA and Houston, TX.
- Tyndale offers a wide selection of garments compliant with OSHA 29 CFR 1910.269, providing arc flash protection.
- Inventory is strategically stocked by our full-time inventory planning team, which provides forecasting data to key suppliers months in advance with the help of sophisticated forecasting algorithms that employ machine learning.
- Extensive inventory offers employee choice, which increases satisfaction. When wearers are satisfied with their options, they are more likely to wear them consistently and properly.
- With stock sizes ranging from Small to 5XL and Long/Tall sizes, Tyndale offers the broadest range of products available for all body types.
- Committed to offering the largest selection of women's protective clothing in the industry, Tyndale proudly manufacture a complete line of FR designed specifically for women and has continuously developed new women's products, expanded our offerings from leading FR brands, and increased our on-hand inventory. Tyndale also offers maternity options, including an FR maternity bib overall and women's maternity pants.
- As both a manufacturer and distributor, Tyndale offers the largest assortment of American-made AR/FR clothing products.
- Tyndale's primary US-based supply chain ensures consistent, reliable product supply. Tyndale brand garments are substantially manufactured in six locations across the USA – delivering flexibility in response to demand signals and ensuring production continuity in the event a facility is impacted by an outage or crisis.
- Tyndale is also a leading distributor of every major FR brand in the market, including Ariat, Bulwark, Carhartt, Wrangler, and many others.
- Enjoy premier access to the latest products, collaborative efficiencies, supply chain continuity, and the best delivery in the industry – a direct result of our strategic vendor partnerships with three key FR fabric makers and eight leading FR garment manufacturers.
- Quality is one of our core values. Tyndale conducts rigorous garment inspections on both distributed and Tyndale-manufactured garments for quality assurance.
- Tyndale's system provides for direct-to-user tracking of each Tyndale-made product all the way from the employee's profile back to its original lot of fabric. In the event of an OSHA audit, Tyndale can isolate all the employees who have ever received a garment made from that lot.
- All Tyndale-made products offer an exterior label featuring both the calorie rating and PPE category (CAT) level – making spot-checks easy.

Industry Expertise

With Tyndale, you have access to some of the most knowledgeable experts in the AR/FR clothing industry, including your dedicated National Account Executive and Tyndale's Vice President of Corporate Strategy and Technical, Scott Margolin. We are well-versed on the standards that impact worker safety and serve as active participants in organizations like ASTM, NSC, EEL, and IEEE that maintain responsibility for establishing those very standards. Regularly, Tyndale:

- Publishes informative articles on our industry leading blog.
- Sends emails with timely and relevant topics to safety professionals and wearers.
- Updates our resources so you have on-demand access to current information.
- Tyndale supplies 95% of the electric utilities in the USA with AR/FR apparel.

Gain peace of mind that you've partnered with an experienced provider. We pioneered managed apparel programs as the industry benchmark and have provided customized programs to leading energy corporations throughout the USA and beyond since 1981. Tyndale:

- Supplies FR clothing to over 50 Fortune 500 companies
- Has 67 accounts with 1000 or more wearers (representing 224,771 wearers within those accounts).
- Is among the top 3 FR clothing suppliers in the market, outfitting over 325,000 wearers.

Tyndale's Vice President of Corporate Strategy and Technical, Scott Margolin, has more than 30 years of experience in protective apparel, conducting thousands of arc flash and flash fire tests aimed at understanding real world hazards and PPE performance through his career. He has also served as a Subject Matter Expert to OSHA, NFPA, NJATC, ASSE, NECA, and others on a variety of FR/PPE and thermal hazard issues. Scott is on board as Tyndale's lead resource for any technical questions or issues that arise.

Rob Whittenberger, President of Tyndale, brings over 20 years of involvement in the safety community to fruition as he pursues his ultimate mission of "providing an enjoyable uniform experience" for workers across the country with FR safety apparel needs. Actively involved in the American Society of Testing Materials (ASTM) for over 15 years, Rob has participated in numerous task groups and committees related to FR clothing and served as the Chair of the Task Group to create a standard on home laundering FR clothing. He is a member of NFPA, ASSE, National Safety Council, and a participant in OSHA proceedings related to worker safety.

A true litmus test for suppliers, COVID-19 presented both unique challenges and opportunity for innovation. Tyndale's response led the industry, demonstrating the financial and supply chain stability to safely and reliably deliver products – including flexibly diverting significant production capacity to manufacturing FR face masks, maintain service levels, and create both educational resources and digital versions of key services like the Tyndale 360° experience.

AR/FR Clothing Safety Resource Hub

Access an expansive online resource hub containing timely, educational information and videos to help you and your employees stay up to date on the latest developments in the AR/FR clothing industry. Resource pages include links to:

- Website: Industry-leading blog, FR Safety Library, FAQs, and videos.

- Webinars: Join live or watch our webinars to learn about AR/FR clothing from all angles – when and where it's most convenient to you. In each session, you'll find interesting information that's backed by data and supported by video.
- Real World Demonstration Videos: Tyndale continually invests in creating real world demonstrations of garment performance in full-scale arc flashes and flash fires to bring to life why wearing AR/FR clothing – and wearing it properly – matters.
- Clothing Collections: Tyndale manufactures our own line of high quality, price competitive garments – including American-made products. Each of our three Tyndale collections – Versa, Classic Casual, and Workwear – offer unprecedented comfort, style, durability, and quality.
- And more! View all of Tyndale's informational resource pages [here](#).

Digital Catalog & Online Ordering

Say goodbye to subpar websites. More than 80% – and counting – of all Tyndale orders are placed online, and the average wearer only visits our website to place an order once or twice a year. As a result, we're motivated to make a great impression and committed to providing an exceptional and easy user experience on our website for both the employee and management.

- Employees use Tyndale's custom website to check allowance balances, view order history, place orders, check stock, check the status of an order, track a shipment, and more – anytime, 24 hours a day, seven days a week.
- The online catalog displays only items that employees are authorized to purchase, and all products are vetted by Tyndale for safety compliance, quality, and reliable delivery before they're offered for Ocala's consideration.
 - Customize online catalog offerings to the needs of distinct groups within your organization. You can easily restrict which workers wear which products, according to budgeting, protective needs, and image requirements.
 - Comprehensive information is displayed for each product – description, size range, color(s), fabric content – as well as photos, care instructions, and manufacturer-specific information. Users can even filter products by various categories – gender, attribute, brand, color, fabric, size, and more.
 - Tyndale's 800 number is displayed prominently on the website to encourage employees to deal directly with Tyndale and avoid lost work time.
- A web-chat feature – as well as a helpful video guide – are available on the login page to assist employees with accessing their Tyndale accounts.
- When employees need clothing quickly, they simply activate Tyndale's In-Stock filter to shop from program items that are on our shelves and available to ship quickly – typically within seven (7) days.
- All products include user-generated product ratings and reviews, a powerful tool enabling workers to choose products based on peer feedback.
- Employees know when to expect their products. Once color, size, and logo requirements are selected, an Estimated Ship Date (ESD) is quoted for each item before the order is finalized. For orders placed with Tyndale's customer service department, ESD is also quoted by phone before the order is finalized.
- Orders can be placed online or by phone.

If administrative users would prefer to place orders on behalf of multiple employees, they can do so quickly and easily through the Supervisor Portal. Administrators access information and check employee and account status. This, in turn, maximizes worker productivity

Deal of the Month

Saving you money and enabling your employees to purchase even more with their program funds, Tyndale offers the opportunity to feature specific sale items through Tyndale's managed portal for wearers.

- Featured Deal of the Month (DOTM) sales items are shared by Tyndale and pre-approved by Ocala management.
- DOTM functionality promotes sale items available to workers online.
- When employees log in to the managed site, DOTM items are highlighted on the homepage and on the side of the ordering site.
- DOTM helps employees maximize their purchasing power.
- DOTM items are updated monthly.

Automated Program Management System

Tyndale's automated allowance/allotment management system maintains a complete profile of each eligible employee, containing the employee's name, ID number, work location, job classification, sizing statistics, allowance balance, and history of allowance purchases.

- The profile allows for simple access to all account information, ensuring that all employee purchases are tracked and reported.
- Employees cannot spend beyond their set allowance amount without providing a personal payment method – ensuring all budgetary requirements are met.
- Management may opt to either “carry over” or “zero out” unused allowances at the end of a period.
- Adding or removing employees to the program is simple – the employee's supervisor or a program administrator completes a short action form and sends it to your company's dedicated Account Specialist.
 - Once the action form is received, the new hire is enrolled within 24-72 hours.

Individualized Delivery System

Employees receive individualized service and comprehensive support throughout the ordering and delivery process:

- Each order is processed and packaged individually and delivered to the employee's home or work location, based on your Ocala's preference.
- Within each order, employees receive a packing list that serves as a record and informs employees of their account status.
- Employee packing lists include the employee's name, ID number, work location, job classification, opening allowance, value of the order, ending allowance, and items ordered, shipped, and backordered. No arduous guesswork, common with other suppliers!
- To encourage employees to deal directly with Tyndale for questions, returns, exchanges, issues, etc., packing lists prominently feature Tyndale's 800 number and web address.
- All shipments include intuitive care instructions in a convenient format designed to be kept near the home washing machine.

Group deliveries to one location are accompanied by a master detail packing list that serves as a checklist and audit trail. For easy reference, the master detail packing list is organized by job classification and alphabetically by name.

Reporting

Minimize administrative oversight while keeping your finger on the pulse of the program through comprehensive reports provided on a regular basis by Tyndale.

- Our automated program management system records quantities, styles, descriptions, colors, sizes, lengths, prices, logos, order dates, ship dates, shipment numbers, sales order numbers, shipping addresses, billing addresses, PO numbers, payment terms, shipping terms, shipping charges, notes, and alterations.
- Details are recorded for all orders, shipments, employee payments, returns, and repairs, and organized by employee as part of the Employee Profile.
- Standard reports include Units and Volume Reports and Leftover Allowance Reports.
- Additional custom reports are available upon request – generally within 48 hours. Once created, custom reports can be provided on a regular schedule as your needs require. In the event a custom reporting request is particularly complex, Tyndale provides a quote for the development work and can typically recommend a lower- or no-cost alternative.
- Receive our full range of reports by email.

Invoicing

Say hello to transparent invoicing that makes sense. Ocala receives invoices that are straightforward – concise, accurate, simple, and flexible. Choose from several formats that show both summary and detail information.

- Statement Billing, where Tyndale submits a single monthly invoice for all shipments that occurred within that month, is the most popular billing option.
- Ocala may also opt for credit cards, invoices that accompany each shipment, evaluated receipt settlement, or electronic invoicing via email to make payment as easy as possible.
- Oversize charges, cut-to-order charges, and shipping charges can be either deducted from the employee's allowance at the time of order or billed directly to Ocala, outside of the employee allowance.

Forecasting

Sophisticated forecasting ensures your employees receive the products they need when they need them. For both Tyndale-made and distributed garments, our multi-departmental process is driven by technology. Tyndale's full-time inventory planning team utilizes software systems and partners with Sales and Manufacturing to produce a forecast utilized internally and externally to manage resources, optimize product availability, and streamline delivery – benefitting wearers and management alike!

- Forecasting allows us to offer you the shortest delivery intervals possible. We dedicate resources to ensure your selected products are in our warehouse in the right combination of color, size, and style, so they're ready to ship when your employees place their orders.
- Inventory forecasting is fully automated and managed by Tyndale's inventory planning team through John Galt Atlas Software.
- Tyndale's forecast is evaluated monthly, and adjusted frequently, to reflect changes as they occur.
- We know you rely on maximum product availability with minimal lead times. We provide forecasts on a rolling basis to our fabric manufacturers and key vendors to ensure a smooth-running program.

Tyndale Mobile App and Layering Tool

Tyndale is committed to providing the most user-friendly purchasing experience. Your employees can take advantage of our mobile app to order AR/FR clothing and access helpful resources – including our Layering Tool – directly from their device whenever and wherever it's most convenient for them.

- Access Tyndale's Mobile app from any web-enabled smartphone or tablet to browse products, place orders, check order status, browse blog articles, watch videos, and more.
- Layering AR/FR clothing is not as simple as adding the arc ratings of two or more garments together. Garments must be tested together to determine their system arc rating. Luckily, Tyndale's Layering Tool – accessible through the Tyndale Mobile App or managed website – eliminates guesswork from the safety equation.
 - The most robust, proprietary tool of its kind in the industry, Tyndale's Layering Tool places the data employees need to meet Ocala's compliance requirements at their fingertips.
 - Employees can reference this tool to find the combined protection level of two or more garments from your catalog.
 - The tool also tracks employees' program purchase history, enabling them to reach a desired level of protection by layering new items from their catalog with garments already in their closet.

Returns and Exchanges

Returns are quick, easy, and free:

- An employee can return an unwashed, unworn, unaltered, and unembellished item to Tyndale within 60 days for virtually any reason.
- Ocala does not pay for return shipping or any restocking fees.
- To return an item, the employee simply logs into the online ordering website and prints a return shipping label, or contacts Tyndale Customer Service to request a label, for eligible items. From there, the employee encloses the return in a shipping container, affixes the no-charge shipping label to the outside, and passes the shipment along to UPS.
- Employees may even return logoed items. If Ocala chooses to allow returns of embellished garments, Tyndale requests including consignment provisions for handling logoed inventory in the contract.
- Employees receive their replacement products or account credit promptly – typically within two business days from receipt at our distribution facilities.
- Employees may also request basic repairs, repair kits, and routine alterations of select items – free of charge.

Tyndale 360° Events: Choose Your Own Experience – In-Person or Virtual

When entering a new clothing program, or as your needs for AR/FR clothing evolve, employees understandably have questions about the program and the new garments they are required to wear. That is why we are pleased to include a Tyndale 360° event as part of the managed program implementation process. What is included in a Tyndale 360° event, and how does either a virtual or in-person event work? For in-person events:

- Tyndale works with you to determine the best time and place to hold your Tyndale 360° event.
- Tyndale Field Sales Representatives bring a sampling of garments specific to your program for employees to view style, fabric, and fit prior to ordering.
- During this time, representatives are available to answer any questions wearers might have related to your Ocala's program and/or garment selection.

The virtual format for Tyndale 360° events offers all the same benefits as the in-person experience while maintaining safety protocols.

- We schedule an online meeting with employees, and they join virtually.
- We provide the same educational information as we would during traditional in-person Tyndale 360° events.
- Our comprehensive tools make it easy to outfit workers effectively without any in-person contact.

The Tyndale 360° Experience was created to streamline our traditional “onsite fittings” and provide a complete service to assist employees with all aspects of the program, garments, and care/maintenance. Correct fit and comfort is paramount when choosing the correct AR/FR clothing, which can save lives in the event of an arc flash.

Product Warranty

When purchasing from Tyndale, you can feel confident that items are free of defects. In the unlikely event of a product defect, our unique position as a manufacturer and distributor allows us to warrant all garments against manufacturing or fabric defects for the useful life of the garment.

- Tyndale guarantees all AR/FR we sell to maintain its flame resistance throughout the useful life of the garment so long as home laundering instructions are followed, and bleach is not used during laundering. Home laundering instructions accompany each shipment, so your employees know how to care for their clothing properly.
- Whether manufactured by Tyndale or one of our suppliers, Tyndale repairs or replaces any garment at no charge that is determined at Tyndale’s sole discretion to have a manufacturer’s defect. In the rare event of a defect, Tyndale replaces the garment and deals directly with the garment manufacturer on your behalf.

In-House Logo and Embellishment Services

Present a professional image and maintain strong branding in the field with quality logo customizations. Using state-of-the-art equipment and materials, our highly trained staff of embellishments professionals provide embroidery, heat transfer, and reflective striping services.

- FR thread is available in 15 colors. Non-FR rayon thread is available in a wide range of 100+ colors with some Pantone matching capabilities. We match your design as closely as possible with color options available.

Data Security

Rest assured, the information you entrust to Tyndale for us to provide a managed AR/FR clothing program is secure through our comprehensive data security practices. While we do not collect or store sensitive personally identifiable information (PII) or credit card information, we take pride in protecting any data shared, including employee names, email addresses, and more.

- Our practices are third-party audited to ensure compliance with Payment Card Industry Data Security Standards (PCI-DSS). Accordingly, to maintain certification, Tyndale completes the PCI Self-Assessment Questionnaire (SAQ) and submits to quarterly third-party scans of our network for vulnerability.
- Payments for orders placed via our custom online ordering website for managed apparel programs and in our physical retail stores utilize PayTrace, a secure PCI-compliant third-party payment processor. Customer credit card information is encrypted and never stored by or visible to Tyndale.

- Networks are monitored on a 24x7 basis. In the event of suspicious activity, our Intrusion Prevention System blocks the activity and notifies Tyndale for additional follow-up. Any unusual activity is followed up on immediately.
- Tyndale employees are given security permissions based on specific job functions and manager's direction. Additionally, all Tyndale employees are required to abide by an established Code of Conduct and Confidentiality Policy, and Tyndale takes a zero-tolerance approach in enforcing these policies.
- By utilizing both a self-owned data center as well as a managed co-location facility, we ensure redundancy for disaster recovery purposes.

Factory Store Locations and Services

To better serve wearers, four Factory Stores and Service Centers in locations across the USA – Williamsport, PA; Midland, TX; Oklahoma City, OK; and Concord, CA – have inventory on the shelves. These Factory Stores allow your employees to see, feel, and try on an unmatched selection of high-quality AR/FR before you buy – typically available to take home the same day. Tyndale stores:

- Are a one-stop shop for keeping your workers safe, comfortable, and compliant with applicable safety regulations.
- Are home to Tyndale's AR/FR clothing product line for men and women, as well as a variety of FR clothing made by other leading manufacturers.
- Offer a wide selection of sizes, including women's sizes.
- Serve retail customers, corporate accounts, and managed programs – employees can spend their allowance/allotment on Ocala-approved items right in the stores!
- Are backed by 40+ years of industry expertise and staffed by knowledgeable professionals.

Tyndale's Environmental, Health, Safety, and Philanthropic Commitment

By choosing Tyndale, you partner with a company that supports your environmental and sustainability goals. Tyndale is dedicated to conducting business in an environmentally responsible manner, benefiting our employee "members" and companies alike. Through conscientious action, raising awareness, and fostering a climate of accountability, we continually seek new ways to improve our practices and minimize our impact on the environment.

- Tyndale's headquarters uses radiant floor heating, which reduces energy costs by 10-40% compared to forced air heating.
- Tyndale uses recycled paper products. We discontinued the purchase of all disposable cups and encourage employees to keep electronic files instead of printed documents.
- Tyndale's Corporate HQ and Pipersville Warehouse locations are 100% landfill-free facilities. All waste is converted to energy through Sustainable Waste Solutions.
- Tyndale's online return process minimizes our impact on the environment; printing a return form and return shipping label only when needed eliminates more than a quarter-million sheets of wasted paper per year.

Tyndale is equally dedicated to our employee "members'" wellness and has a broad variety of programs in place to assist in achieving a healthy lifestyle:

- Complimentary healthy snacks for employees at all company locations.
- Company-sponsored employee Fitbit fitness tracker program and community, encouraging employees to stay active with monthly challenges and prizes.
- Treadmills and ellipticals are provided on-site at PA locations to encourage employee exercise.
- Annual Health Fair to offer free health testing and wellness information. Plus, Employee

Assistance Program, annual flu shot clinic, stress management workshop, and promotion of smoking cessation programs.

- Sponsorship of employee entry fees to athletic events.
- Tyndale was awarded the 2022 Aetna Workplace Well-Being Award (Silver Winner). We achieved this prestigious award by scoring high in important categories such as health management strategy and best workplace well-being program. Winning at the Silver Level represents Tyndale's ability to go "Above and Beyond" in our efforts to support our members' path to well-being while also contributing to our organization's goal of retaining a workforce that is happy, healthy, and engaged.

As a leading provider of safety products, Tyndale is passionate about leading by example. Tyndale is committed to providing a safe work environment for all our members.

- Tyndale's Safety Committee has been certified by the Commonwealth of Pennsylvania Department of Labor & Industry's Bureau of Workers Compensation since 2010. Backed by our Safety Policy, the Committee promotes a safe and healthy working environment for all employees by maintaining prevention efforts and proactively seeking to minimize the occurrence of accidents in the workplace.
- All employees must complete the "New Hire Safety Training" as part of their orientation and participate in additional training and emergency preparedness drills on an annual basis.
- To enforce a culture of safety at Tyndale, the company maintains a close call and safety suggestion reward program.

Established in early 2017 and led by Tyndale CEO, Gail Whittenberger, Tyndale's [Proud to Help Committee](#) was established to give back to the community – in our backyard and across the country. The Committee solicits employee input to select non-profits to actively support throughout the year. Proud to Help gives Tyndale members the opportunity to donate their time and resources to charities that positively impact the lives of others. Over the years, Tyndale has worked with and supported:

- The American Cancer Society
- The ALS Association
- The ASPCA and Humane Society of the U.S.
- The Alex's Lemonade Stand Foundation
- The BEAR – Resource for CPS Kids
- Aark Wildlife Education and Rehab Center
- Ronald McDonald House Charities
- Wounded Warrior Project, and the Travis Manion Foundation
- Local foodbanks, homeless shelters, and other community support entities

Tyndale Commitment to Diversity and Inclusion

Tyndale fully recognizes the value of diversity and inclusion in the workplace and has policies in place that support the company's commitment to diversity and inclusion.

- Tyndale is a Woman-owned Business Enterprise (WBE), independently certified by the Women's Business Enterprise National Council (WBENC) since April 2011.
- Tyndale has committed that Diversity, Equity and Inclusion (DE&I) are non-negotiable traits of our organization. While we have many initiatives to support this position, one of our critical goals is for every Tyndale member to achieve a broader understanding of the core components of DE&I.
- We are an equal opportunity employer – our people are smart, work hard, and get things done.
- Tyndale makes a strong and consistent effort to identify and do business with qualified Diverse Business Enterprises (DBEs). Currently, Tyndale does a substantial amount of business with

multiple vendors who meet the definition of a DBE, including minority, veteran, and women-owned businesses.

Commitment to Quality Assurance

Protecting your Ocala's workforce with premium, reliable garments is something we are particularly proud of. We are committed to providing products that meet or exceed your requirements and our own expectations of quality. In fact, quality assurance is woven into every step of our manufacturing and distribution process. Our practices – generally outlined below – directly translate to safe and satisfied employees:

- Fabric suppliers are vetted by our Technical committee before a single yard is brought into our facilities for production.
- Tyndale's dedicated team of professionals measure garments during the production process to ensure product consistency, fit, and quality.
- Our robust Acceptable Quality Limit (AQL) process, which sets an acceptable quality level, ensures consistent Tyndale product sizing and quality.
- Our testing lab regularly performs additional, voluntary tests to ensure fabric meets performance specifications.
- Our sophisticated barcode system ensures above 99.9% order fulfillment accuracy (correct garment, size, style, and color, with the appropriate logo).
- Each Tyndale-made garment is traceable by lot number directly to the wearer, and Tyndale permanently maintains lot data.
- Upon receipt to our distribution facility, 20% of all distributed garments undergo a fully-documented inspection process for label placement, flame resistant labeling, and sewing quality.

Attachment 7: Tyndale's Response to City of Ocala's Price Proposal; As a Percentage Discount Off Catalog (Or Listed) Pricing)

Tyndale's pricing structure does not align with offering a percentage discount off catalog or listed pricing. However, Tyndale is proud to offer price-competitive garments particularly within the context of a fully managed allowance program. Tyndale's pricing is inclusive of critical services like our advanced online ordering system, dedicated account management, individualized delivery, strict spend enforcement, customized reporting, monthly detailed billing, direct-to-user support, and more – all integrated into your program at no additional cost. Please see *Attachment 6: Tyndale Detailed Service Specification*, for more information on our value added services.

Exhibit C - Proposal**CONTRACT# ELE/230220****Attachment 8: Tyndale Pricing for****City of Ocala***March 22, 2023*

Master Item	Manufacturer	Description	Blended Price	Price	Oversize	Tyndale MSRP
FR Work Shirts			Blended	2-Column		
K196T	Tyndale	Men's Classic Long Sleeve Work Shirt	\$60.85	\$57.95	\$70.30	\$65.00
K193T	Tyndale	Women's Classic Long Sleeve Work Shirt	\$60.85	\$57.95	\$70.30	\$65.00
K176T	Tyndale	Men's Long Sleeve Button Down Work Shirt	\$63.85	\$60.80	\$73.15	\$68.00
K173T	Tyndale	Women's Long Sleeve Button Down Work Shirt	\$63.85	\$60.80	\$73.15	\$68.00
F166T	Tyndale	Men's Lightweight Long Sleeve Button Down Work Shirt	\$88.80	\$84.55	\$101.65	\$94.00
F163T	Tyndale	Women's Lightweight Long Sleeve Button Down Work Shirt	\$88.80	\$84.55	\$101.65	\$94.00
FR T Shirts						
M010T	Tyndale	Layer 1 Long Sleeve Tee Shirt	\$63.85	\$60.80	\$73.15	\$68.00
M013T	Tyndale	Women's Long Sleeve Base Layer - available 8/1/22	\$63.85	\$60.80	\$73.15	\$68.00
J02MT	Tyndale	Versa Raglan T-Shirt	\$69.85	\$66.50	\$79.80	\$74.00
FR Henley Shirts						
J060T	Tyndale	Men's Three Button Long Sleeve Henley	\$66.85	\$63.65	\$76.95	\$71.00
J063T	Tyndale	Women's Three Button Long Sleeve Henley	\$63.65	\$63.65	N/A	\$71.00
FR Hi-Vis Shirts						
M03ST	Tyndale	Hi-Vis Short Sleeve T-Shirt	\$110.75	\$105.45	\$127.30	\$117.00
M034T	Tyndale	Hi-Vis LS Shirt with Pocket	\$132.70	\$126.35	\$152.00	\$140.00
M134T	Tyndale	Hi-Vis Long Sleeve Button Down Work Shirt	\$148.65	\$141.55	\$170.05	\$157.00
FR Work Pants						
M297T	Tyndale	Five Pocket Flex Casual Pant	\$119.70	\$114.00	\$136.80	\$126.00
FR Jeans						
J230T	Tyndale	Men's Classic Work Jean	\$63.85	\$60.80	\$73.15	\$68.00
J233T	Tyndale	Women's Classic Work Jean	\$63.85	\$60.80	\$73.15	\$68.00
M24MT	Tyndale	Versa Regular Fit Jean	\$96.80	\$92.15	\$111.15	\$102.00
FR Fleece						
M721T	Tyndale	Zip Front Hooded Sweatshirt	\$170.60	\$162.45	\$195.70	\$180.00
M72MT	Tyndale	Men's Versa Full Zip Hooded Sweatshirt	\$178.60	\$170.05	\$204.25	\$188.00
M056T	Tyndale	Men's Classic Casual 1/4 Zip Pullover	\$117.75	\$112.10	\$134.90	\$124.00
M701T	Tyndale	Hooded Sweatshirt	\$159.60	\$152.00	\$182.40	\$168.00
M70MT	Tyndale	Versa Three Button Sweatshirt with Hood	\$164.60	\$156.75	\$188.10	\$174.00

Notes:

In addition to the items quoted above, Tyndale offers a broad selection of FR clothing from top brands like Ariat, Bulwark, Carhartt, True North, and Wrangler for your consideration. Pricing for additional items is available upon request.

Freight not included in the price.

Embellishment not included in garment price. Embellishment pricing is as follows:

- Electric Utility LC Embroidered Logo - \$3.85 each
- Electric Utility LC Screen Printed Logo in Black - \$10.80 each
- Electric Utility LC Heat Transfer Logo - \$1.55 each
- Fiber Network LC HT Small Logo in Black - \$1.55 each
- Fiber Network LC Embroidered Logo - \$4.25 each
- Fiber Network LC Screen Printed Logo in Black - \$10.80

Blended price applies to all stock size available from a manufacturer.

2-Column oversize price applies to garments as follows:

- 2XL and higher for shirts, jackets, sweatshirts, etc.
- 44 in (waist) and higher for pants and jeans
- 52 in (chest) and higher for coveralls
- 22 (size) and up for women's pants

Tyndale MSRP is valid for base sizes (20% upcharge for oversize), shipping and logos not included.

Sales tax and any applicable customs, taxes or fees for shipments outside the U.S. are not included in the price of the garment.

Returns accepted within 60 days on unwashed, unworn, and unembellished garments.

Pricing based on Net 30 day payment terms or credit card payment. Pricing valid for 90 days from date of quote.

Purchaser is responsible for all third party fees associated with invoicing, bill payment set-up, and similar fees, such as Ariba.

The prices contained in this document are CONFIDENTIAL and shall not be shared without the express written consent of Tyndale.

Value Added Services

- Best Selection: Extensive AR/FR clothing selection for men and women - including a complete line of American-made options from Tyndale
- Best Delivery: \$50M in on-hand inventory helps reduce lead times
- Online Ordering: Fully customized online ordering system displaying only Company-approved items
- Tracking: Direct-to-user garment and spend tracking and reporting
- Account Management: 35+ years of industry expertise, including participation in ASTM, EEI, NFPA
- Tyndale 360 Experience: On-site visits feature training and support, plus a chance to evaluate select garments
- WBE: Certified woman-owned business status
- Hassle-free returns and exchanges: No shipping or restocking fees for any unworn, unwashed, unembellished item returned within 60 days

Attachment 9



TYNDALE
PROUD TO PROTECT



TYNDALE
PROUD TO PROTECT

Your **Satisfaction** is Our Top Priority

Tyndale is dedicated to providing the best possible experience, and always here to help.

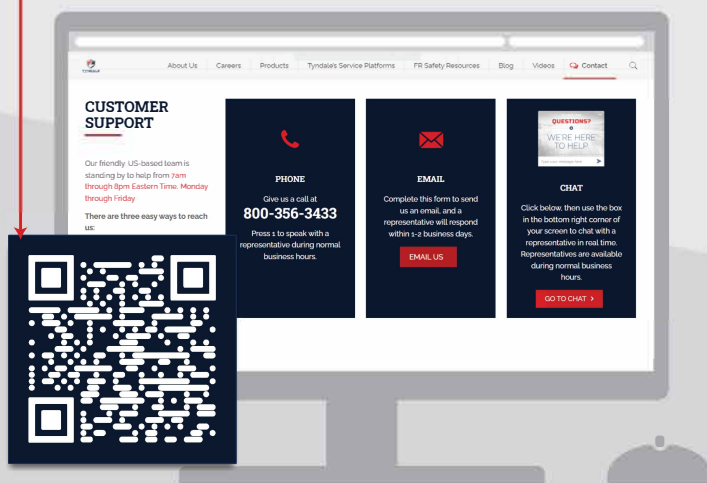


Have a problem or concern?

Our Customer Support team is standing by from 7am through 8pm EST, and we have a complete process in place to ensure prompt resolution.

 **800-356-3433**

There are three easy ways to reach us. Simply visit us online to reach us in real time by phone or chat – or click “email us” to enter a care request, and someone will contact you to provide assistance within one business day.



www.TyndaleUSA.com/contact-us/#customer-service

We will work diligently within and across our teams to resolve your concern promptly.



We are committed to continually raising the bar on our products and programs; your input will help us identify trends, plan future enhancements, and improve our service for all. Thank you for sharing your feedback.



TYNDALE
PROUD TO PROTECT

MEN'S GARMENT SIZING INFORMATION

Men's Pants - Classic Casual, Workwear and Versa Collections

Size	30	31	32	33	34	35	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64
Waist	31-33"	32-34"	33-35"	34-36"	35-37"	36-38"	37-39"	39-41"	41-43"	43-45"	45-47"	47-49"	49-51"	51-53"	53-55"	55-57"	57-59"	59-61"	61-63"	63-65"	65-67"

Men's Pant Fits

RELAXED FIT | Relaxed fit pants and jeans are cut to provide extra room in the seat and thigh. This style is roomier than regular fit.

REGULAR FIT | This style is considered the "middle of the road" or "average fit." Regular fit pants fall in between relaxed fit and a slim fit.

Men's Workwear & Classic Shirts

Size	Neck	Chest
Small	15"-15½"	41"-43"
Medium	16"-16½"	45"-47"
Large	17"-17½"	49"-51"
XL	18"-18½"	53"-55"
2XL	19"-19½"	57"-59"
3XL	20"-20½"	61"-63"
4XL	21"-21½"	65"-67"
5XL	22"-22½"	69"-71"

Men's Versa Shirts

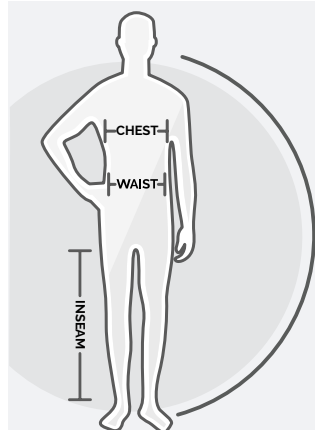
Size	Neck	Chest
Small	15"-15½"	37½"-39½"
Medium	16"-16½"	41½"-43½"
Large	17"-17½"	45½"-47½"
XL	18"-18½"	49½"-51½"
2XL	19"-19½"	53½"-55½"
3XL	20"-20½"	57½"-59½"
4XL	21"-21½"	61½"-63½"
5XL	22"-22½"	65½"-67½"

Men's Coveralls

Alpha	Small		Medium		Large		XL		2XL		3XL		4XL		5XL	
Body Chest	36-38"		40-42"		44-46"		48-50"		52-54"		56-58"		60-62"		64-66"	
Garment Chest	44-46"		48-50"		52-54"		56-58"		60-62"		64-66"		68-70"		72-74"	
Numeric		36	38	40	42	44	46	48	50	52	54	56	58	60	62	64
Garment Chest		45-47"	47-49"	49-51"	51-53"	53-55"	55-57"	57-59"	59-61"	61-63"	63-65"	65-67"	67-69"	69-71"	71-73"	73-75"

Note: Regular height is 5' 8" - 6"; Tall is 6' 2" - 6' 4". Long measures 2" longer overall and 2" longer in the sleeves.

HOW TO MEASURE



All numbers listed above are measurements of the garment unless labeled with 'Body'.

NECK | Select a collared shirt that fits you well. Lay the collar flat and measure from the far end of the button hole to the button. Round up to the nearest inch for your neck measurement.

CHEST | Measure just under arms and across shoulder blades at the widest part of your chest. Be sure the tape measure is parallel to the floor. If waist is greater than chest measurement, use waist measurement.

WAIST | At your natural waistline, measure where your pants would normally ride. For an accurate measurement, do not measure over other clothing.

INSEAM | Without shoes; measure on the inside of your leg, from crotch to below your ankle.

Note: Due to the nature of flame resistant fabrics, pants will shrink approximately 1" in length during the first 25 washings, and will shrink a total of 2" in length during the first 50 washings.

For more information, visit

www.TyndaleUSA.com/fr-clothing-safety-library/frequently-asked-questions/frc-sizing-faqs/



WOMEN'S GARMENT SIZING INFORMATION

Styled Just for Women

Women are an important part of the workforce, and Tyndale believes every worker should have access to clothing that is both safe and comfortable. That is why we have made the product and inventory commitment to offer the largest selection of women's FR in the U.S.

Women's Shirts

	Size	Chest
XS	0-2	34½"-36½"
Small	4-6	37½"-39½"
Medium	8-10	40½"-42½"
Large	12-14	43½"-45½"
XL	16-18	46½"-48½"
2XL	20-22	49½"-51½"

Women's Coveralls

	Size	Chest
XS	0-2	42½"-44½"
Small	4-6	45½"-47½"
Medium	8-10	48½"-50½"
Large	12-14	52½"-54½"
XL	16-18	56½"-58½"
2XL	20-22	60½"-62½"

Women's Pants

Size	4	6	8	10	12	14	16	18	20	22	24	26
Waist	31½"	32½"	33½"	34½"	36"	37½"	39"	41"	43"	45"	47"	49"
Hips	40½"	41½"	42½"	43½"	45"	46½"	48"	50"	52"	54"	56"	58"

Real Customer Reviews

I received the new style of Tyndale's F293T FR jeans today, and your team totally hit the mark!

-Sarah Thomas, Houston, TX

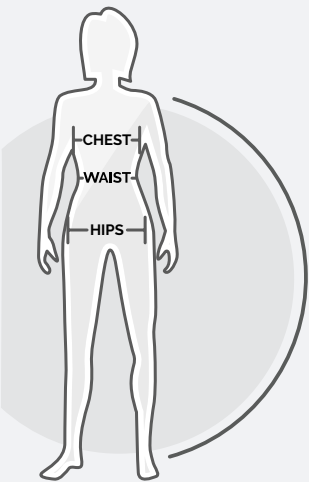
Great shirt for the ladies. The material is durable just like the ones made for the men's shirt. But this has a feminine look.

[Style K193T]

Favorite pair of Tyndale jeans, they fit well, are comfortable to work in, and are the most flattering.

[Style F293T]

HOW TO MEASURE



All numbers listed above are measurements of the garment size.

CHEST | Measure just under arms and across shoulder blades at the widest part of your chest. Be sure the tape measure is parallel to the floor. If waist is greater than chest measurement, use waist measurement.

WAIST | At your natural waistline, measure where your pants would normally ride. For an accurate measurement, do not measure over other clothing.

HIPS | Measure the widest point between your natural waist and crotch.

Note: Due to the nature of flame resistant fabrics, pants will shrink approximately 1" in length during the first 25 washings, and will shrink a total of 2" in length during the first 50 washings.

For more information, visit

www.TyndaleUSA.com/fr-clothing-safety-library/frequently-asked-questions/frc-sizing-faqs/





COLORS: Black



TYNDALE CLASSIC CASUAL 1/4 ZIP PULLOVER

Item No: **Mo56T**

7 oz. FRMC Mini Jacquard Knit	INHERENTLY FLAME RESISTANT	constructed with the ultimate comfort, technology, and durability
Long tail for added coverage	NFPA 2112 Compliant	Arc Rating: 9.5 / CAT 2
Made in USA by Tyndale		

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓



COLORS: Fluorescent Yellow



TYNDALE HI-VIS SHORT SLEEVE T-SHIRT

Item No: **Mo3ST**

6.9 oz. 55% Modacrylic/ 35% Lyocell/ 10% Para-Aramid	Crew neck	Left chest pocket
ANSI 107 Class 3 compliant	NFPA 2112 Compliant	Arc Rating: 11 / CAT 2
Made in USA by Tyndale		

SIZE	SML	MED	LRG	XL	2XL	3XL
RG LENGTH	✓	✓	✓	✓	✓	✓



COLORS: Fluorescent Yellow



TYNDALE HI-VIS LONG SLEEVE T-SHIRT

Item No: **Mo34T**

6.9 oz. FRMC	INHERENTLY FLAME-RESISTANT	Left chest pocket
Rib-knit collar and cuffs	3M 5535 Reflective Tape	ANSI 107 Class 3 compliant
Exterior Tyndale FR, arc ratings, and CAT labels	NFPA 2112 Compliant	Arc Rating: 11 / CAT 2
Made in USA by Tyndale		

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓



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COLORS:

Gray, Heather Blue, Navy Blue, Tan



TYNDALE LAYER 1 LONG SLEEVE T-SHIRT

Item No: **Mo10T**

4.6 oz FRMC Jersey Knit	INHERENTLY FLAME RESISTANT FABRIC	Designed as a baselayer
Moisture wicking and fast drying	Tagless and flat-lock seam construction for comfort	Lightweight and breathable technology
Exterior Tyndale FR, arc rating, and CAT labels	Arc Rating: 4.6 / CAT 1	Made in USA by Tyndale
NFPA 2112 Compliant		

SIZE	XS	S	M	L	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✗	✓	✓	✓	✓	✓	✓	✓



COLORS:

Khaki, Light Blue, Navy Blue, Orange, Red



TYNDALE LONG SLEEVE HENLEY SHIRT

Item No: **Jo6oT**

7 oz. 100% Antex FR Cotton	Standard Fit	Three button placket Rib knit collar and cuffs
Left chest pocket	Orange does not meet ANSI 107 standard for visibility	Exterior Tyndale FR, arc rating, and CAT labels
Moisture wicking	NFPA 2112 Compliant	Arc Rating: 8.9 / CAT 2
Made in USA by Tyndale		

SIZE	S	M	L	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✗	✗



COLORS:

Carbon, Elmwood Brown & Olive, Vintage Indigo & Gry



TYNDALE VERSA RAGLAN FLEX KNIT T-SHIRT

Item No: **Jo2MT**

6 oz 93% FR Cotton 7% Spandex	Contrasting sleeves and torso for classic baseball t-shirt styling	Drop-tail hem for added coverage while working
Raglan sleeves and underarm gussets for easy layering and range of motion		Curved sleeve hem designed for tool handling
Contrast flat seams at sides and down center back	Signature left arm pocket	Moisture wicking
Flexes with your body for added comfort and range of movement	Arc Rating: 8.3 / CAT 2	Made in USA by Tyndale

SIZE	S	M	L	XL	2XL	3XL
RG LENGTH	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓



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TYNDALE LONG SLEEVE LIGHTWEIGHT BUTTON DOWN WORK SHIRT

Item No: **F166T**

5.5 oz. Westex® DH Air™	INHERENTLY FLAME RESISTANT	Lightweight & breathable technology
Two chest pockets with button down flaps	Exterior Tyndale Fr, Arc rating, and HRC Labels	NFPA 2112 Compliant
Arc Rating: 9.1 / CAT 2	Made in USA by Tyndale	

COLORS:

Charcoal, Khaki, Light Blue, Navy Blue



SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓



TYNDALE HI-VIS LONG SLEEVE BUTTON DOWN WORK SHIRT

Item No: **M134T**

6.9 oz. FRMC	Two chest pockets with button closure	Button down collar
Side slits at hem to prevent rolling	Reflective striping at chest, back, waist and sleeves	ANSI 107 Class 3 Compliant
NFPA 2112 Compliant	Arc Rating: 11 / CAT 2	Made in USA by Tyndale

COLORS: Fluorescent Yellow



SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓



TYNDALE BUTTON DOWN SHIRT

Item No: **K176T**

6oz FR 88% Cotton/ 12% Sateen	True-to-size fit	Button front and button down banded collar
Two button cuffs and box pleat back	Two chest pockets with button flaps	Long tails
Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant	Arc Rating: 9.5 / CAT 2
Made in USA by Tyndale		

COLORS:

Khaki, Light Blue, Navy Blue



SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓



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COLORS:

Gray, Khaki, Light Blue, Navy Blue,
Orange, Red



TYNDALE CLASSIC WORK SHIRT

Item No: **K196T**

7oz FR 88% Cotton, 12% Nylon FR Twill	True-to-Size Fit	Two chest pockets with flaps and buttons
Sleeve placket with two button cuffs	Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant
Arc Rating: 8.6 / CAT 2	Made in USA by Tyndale	

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✓	✓

TYNDALE VERSA REGULAR FIT FLEX FR JEANS

Item No: **M24MT**

COLORS: Dark Denim



12.5 oz. FRMC® Flex Denim	INHERENTLY FLAME RESISTANT FABRIC	Regular Fit
Exterior Tyndale FR labeling on pocket and waistline	Standard five pocket styling	Lightweight & Breathable
Modern fashion wash-color may vary slightly	Flex fabric for comfort and ease of movement	NFPA 2112 Compliant
Arc Rating: 20 / CAT 2	Made in USA by Tyndale	

SIZE	30	31	32	33	34	35	36	38	40	42	44	46	48	50	52
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



COLORS: Carbon



TYNDALE VERSA FIVE POCKET FLEX CASUAL PANT

Item No: **M297T**

8oz FRMC® Flex Basketweave	INHERENTLY FLAME RESISTANT FABRIC	Flex fabric for comfort and ease of movement
Five pocket styling	Double needle inseam for durability	Slash front pockets with cell phone pocket
17" leg opening to fit over boots	Exterior Tyndale FR labeling on pocket and waistline	NFPA 2112 Compliant
Arc Rating: 12 / CAT 2	Made in USA by Tyndale	

SIZE	30	31	32	33	34	35	36	38	40	42	44
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



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Exhibit C - Proposal**CONTRACT# ELE/230220**

COLORS: Denim

**TYNDALE CLASSIC RELAXED FIT JEAN**Item No: **J230T**

14.75oz 100% FR Cotton	Waist fits "True to size" across the waistline	18.5" leg opening fits over your boots
One piece waistband with button closure	Standard five pockets	Exterior Tyndale FR, arc rating, and CAT labels
Imported with Made in USA fabric	NFPA 2112 Compliant	Arc Rating: 24 / CAT 2
Imported by Tyndale		

MEN'S PANTS	28	30	31	32	33	34	35	36	38	40	42	44	46	48	50	52	54	56	58	60
28 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
29 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
31 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
33 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
36 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

COLORS:
Black, Charcoal, Slate / Black**TYNDALE VERSA THREE BUTTON SWEATSHIRT WITH HOOD**Item No: **M70MT**

13 oz. FRMC® Fleece	INHERENTLY FLAME RESISTANT	Moisture wicking and fast drying for comfort
Three piece hood and three button placket	Kangaroo pocket with Tyndale FR exterior labeling	Rib knit cuffs and waistband
American flag patch on left sleeve	Hood designed to fit under a hard hat	NFPA 2112 Compliant
Arc Rating: 23 / CAT 2	Made in USA by Tyndale	

SIZE	S	M	L	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✗	✓	✓	✓	✗	✗	✗



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COLORS:

Gray, Navy Blue, Orange



TYNDALE PULLOVER HOODED SWEATSHIRT

Item No: **M701T**

14.5 oz. FRMC Fleece (55%Modacrylic / 45%cotton)	INHERENTLY FLAME RESISTANT FABRIC	Oversized drawstring hood fits over hardhat
Front pouch pocket	Rib knit cuffs, waistband & side gussets	Exterior Tyndale FR, arc rating, and CAT labels
NFPA 2112 Compliant	Arc Rating: 27 / CAT 3	Made in USA by Tyndale

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✗	✗



COLORS: Black



TYNDALE VERSA FULL ZIP HOODED SWEATSHIRT

Item No: **M72MT**

13 oz. FRMC® Fleece	INHERENTLY FLAME-RESISTANT	Comfortable and durable
Two pockets	Moisture wicking and fast drying for comfort	Rib knit side gussets, cuffs, and waistband
Three piece hood	American flag patch on left sleeve	NFPA 2112 Compliant
Arc Rating: 23 / CAT 2	Made in USA by Tyndale	

SIZE	SML	MED	LRG	XL	2XL	3XL
RG LENGTH	✓	✓	✓	✓	✓	✓



COLORS: Navy Blue



TYNDALE ZIP FRONT HOODED SWEATSHIRT

Item No: **M721T**

14.5 oz. FRMC Fleece (55%Modacrylic / 45% Cotton)	INHERENTLY FLAME RESISTANT FABRIC	Hood with drawstring fits over hardhat
Front patch pockets	Rib knit waistband	Exterior Tyndale FR, arc rating, and CAT labels
NFPA 2112 Compliant	Arc Rating: 27 / CAT 3	Made in USA by Tyndale

SIZE	SML	MED	LRG	XL	2XL	3XL	4XL	5XL
RG LENGTH	✓	✓	✓	✓	✓	✓	✓	✓
LN LENGTH	✗	✓	✓	✓	✓	✓	✗	✗



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COLORS: Gray, Navy Blue



TYNDALE WOMEN'S LAYER 1 LONG SLEEVE T-SHIRT

Item No: **Mo13T**

4.6 oz. FRMC Layer one	Crew neck	Center back flat lock seam for contured fit
Meant to be worn as a base layer	NFPA 2112 Compliant	Arc Rating: 4.6 / CAT 1
Made in USA by Tyndale		

SIZE	XS	S	M	L	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓



COLORS: Navy Blue, Orange



TYNDALE WOMEN'S LONG SLEEVE HENLEY

Item No: **Jo63T**

7 oz 100% Antex FR Cotton	Three button placket	Flattering and comfortable to work in
Rib knit collar and cuffs	Long Tails	Left chest pocket
Exterior Tyndale FR, arc rating, and CAT labels	Moisture wicking	NFPA 2112 Compliant
Arc Rating: 8.9 / CAT 2	Made in USA by Tyndale	

SIZE	XS	S	M	L	XL
RG LENGTH	✓	✓	✓	✓	✓



COLORS: Khaki, Light Blue



TYNDALE WOMEN'S LONG SLEEVE LIGHTWEIGHT BUTTON DOWN WORK SHIRT

Item No: **F163T**

5.5 oz. Westex® DH Air™	INHERENTLY FLAME RESISTANT	Moisture wicking and fast drying for added comfort
Lightweight & breathable technology	Triple needle main seam construction	Two chest pockets with button down flaps
Exterior Tyndale Fr, Arc rating, and HRC Labels	NFPA 2112 Compliant	Arc Rating: 9.1 / CAT 2
Made in USA by Tyndale		

SIZE	XS	S	M	L	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓



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COLORS:

Khaki, Light Blue, Navy Blue



TYNDALE WOMEN'S BASIC BUTTON DOWN SHIRT

Item No: **K173T**

6oz FR 88% Cotton/12% Nylon Sateen	Flattering cut	Two button cuffs and box pleat back
Button front and button down banded collar	Two chest pockets with button flaps	Long tails
Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant	Arc Rating: 9.5 / CAT 2
Made in USA by Tyndale		

SIZE	XS	S	M	L	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓



COLORS:

Khaki, Light Blue, Navy Blue



TYNDALE WOMEN'S CLASSIC WORK SHIRT

Item No: **K193T**

7oz FR 88% Cotton 12% Nylon Twill	Flattering and comfortable to work in	Two button cuffs and box pleat back
Two chest pockets	Long tails	Exterior Tyndale FR, arc rating, and CAT labels
NFPA 2112 Compliant	Arc Rating: 8.7 / CAT 2	Made in USA by Tyndale

SIZE	XS	S	M	L	XL	2XL
RG LENGTH	✓	✓	✓	✓	✓	✓



COLORS: Denim



TYNDALE WOMEN'S CLASSIC WORK JEAN

Item No: **J233T**

14.75oz 100% FR Cotton	Flattering fit, sits 1" below natural waistline	Button closure at waist & Standard five pockets
Exterior Tyndale FR, arc rating, and CAT labels	NFPA 2112 Compliant	Arc Rating: 24 / CAT 2
Made in USA by Tyndale		

SIZE	2	4	6	8	10	12	14	16	18	20	22	24	26
28 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
29 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
30 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
31 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
32 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
33 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
34 INSEAM	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



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FRC CARE & MAINTENANCE

Arc-rated Flame Resistant Clothing (FRC) is the "last line of defense" in the event of an arc flash or flash fire — there to protect you when all other safety measures and precautions have been unsuccessful in preventing an incident. **Make sure your FRC performs and protects as expected by following these simple steps:**



⬆ Don't Use Chlorine Bleach

Chlorine bleach can break down the chemical bond between the flame retardant and the base fabric for certain types of FRC fabrics and can negatively impact color retention and fabric strength for all FRC fabrics.

Always follow the laundering instructions on the garment label for best results.



⬆ Don't Wear FRC That is Soiled With Flammable Contaminants

Flammable contaminants — oil, gas, grease, etc. — can ignite during an arc flash or flash fire and cause injury even though the FRC garment will self-extinguish.

Completely remove flammable substances before the garment is worn again. To help with difficult cleaning, try applying detergent directly to the spot or dry cleaning.



⬆ Retire FRC if it is Worn Out

To know when a garment is worn out and should be retired from service, look for thin or "thread-bare" areas, unrepaired holes, excessive wear or abrasion, and damage like rips, cuts, tears, broken closures, or torn, open, or frayed seams. If damage is minor, contact Tyndale to request a repair or a complimentary FRC repair kit. Stop wearing the garment until it is properly repaired using FRC materials.



TYNDALE'S FRC CARE & MAINTENANCE TRAINING SOLUTION:

Visit www.TyndaleUSA.com/frccare to view Tyndale's training video, which covers recommended practices for laundering FRC at home and provides guidance for understanding when a garment should be repaired or retired from service.

HAVE QUESTIONS? NEED ASSISTANCE?

Contact Tyndale at 800-356-3433 today to place an order or request a free FRC repair kit.

For More Information, Visit www.TyndaleUSA.com



TYNDALE
PROUD TO PROTECT

Tyndale Enterprises, Inc.

PROUD TO PROTECT 

Arc-Rated & Flame Resistant Clothing

Meets ASTM F1506

Complies with OSHA 29 CFR 1910.269 and NFPA 70E

Flash Fire Rated — Meets NFPA 2112

See product descriptions for details. Information presented within this catalog should not be used as a substitute for reviewing OSHA regulations and recognized safety standards or be used to take the place of official employee safety training or hazard analysis. It is the customer's responsibility to determine that the flame resistant clothing selected is appropriate for the intended use and provides the protection level needed for customer's employees to safely perform the job.

Tyndale Locations

DISTRIBUTION CENTERS

Pennsylvania Distribution Center

📍 6120 Easton Rd
Pipersville, PA 18947

Houston Distribution Center

📍 10400 Deer Trail Drive
Houston, TX 77038



RETAIL SERVICE CENTERS

Williamsport Factory Store & Service Center

📍 60 W. Southern Ave.
S. Williamsport, PA 17702

☎ 855-FR-Store x622

Midland Factory Store & Service Center

📍 9900 W. Interstate 20, Bldg. #2
Midland, TX 79706

☎ 855-FR-Store x635

Oklahoma City Factory Store & Service Center

📍 6300 W. Reno Ave.
Oklahoma City, OK 73127

☎ 855-FR-Store x630

Concord Factory Store & Service Center

📍 5816 Pacheco Blvd.
Pacheco, CA 94553

☎ 855-FR-Store x766

TYNDALE COMPANY

Headquarters

📍 5050 Applebutter Rd.
Pipersville, PA 18947

CUSTOMER SERVICE:

Our customer service team is standing by from 7am-8pm ET, Monday-Friday. There are 3 easy ways to reach us:

Call:

☎ 800-356-3433

Email or Chat:

🌐 TyndaleUSA.com/contact-us



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TYNDALE
PROUD TO PROTECT

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Envelope Id: D70F22E60AE34A14AB10370485D55C8F

Status: Completed

Subject: FOR SIGNATURE - Agreement for Direct Purchase Uniform Program Management (ELE/230220)

Source Envelope:

Document Pages: 61

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

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City Hall, Third Floor

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Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

10/5/2023 10:31:40 AM

plewis@ocalafl.org

Security Appliance Status: Connected

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Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

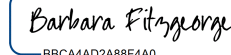
Barbara Fitzgeorge

bfitzgeorge@tyndaleusa.com

VP Marketing

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

DocuSigned by:



BBCA4AD2A88F4A0...

Timestamp

Sent: 10/9/2023 2:06:22 PM

Viewed: 10/9/2023 3:21:11 PM

Signed: 10/9/2023 4:14:23 PM

Signature Adoption: Pre-selected Style

Using IP Address: 172.58.237.231

Electronic Record and Signature Disclosure:

Accepted: 10/9/2023 3:21:11 PM

ID: d9e68cbe-f4e0-4851-91cd-f08b69f02473

William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



B07DCFC4E86E429...

Sent: 10/9/2023 4:14:26 PM

Viewed: 10/12/2023 9:09:49 AM

Signed: 10/12/2023 9:29:54 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

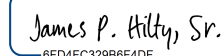
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Sent: 10/12/2023 9:29:56 AM

Viewed: 10/12/2023 9:31:57 AM

Signed: 10/12/2023 9:32:38 AM

Signature Adoption: Pre-selected Style

Using IP Address: 67.231.58.39

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 2/22/2023 9:50:44 PM

ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87

Angel B. Jacobs

ajacobs@ocalafl.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



8DB3574C28E54A5...

Sent: 10/12/2023 9:32:41 AM

Viewed: 10/12/2023 11:09:27 AM

Signed: 10/12/2023 11:10:05 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Carmynn Kane ckane@tyndaleusa.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/12/2023 11:10:07 AM
Dawndrea Stroehler DStroehler@TyndaleUSA.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/9/2023 1:58:43 PM ID: d241c992-5851-4f2d-aa21-dda4859bf9aa	COPIED	Sent: 10/5/2023 10:40:13 AM Resent: 10/9/2023 1:29:23 PM Resent: 10/12/2023 11:10:07 AM Viewed: 10/9/2023 1:58:43 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/5/2023 10:40:13 AM
Envelope Updated	Security Checked	10/9/2023 1:29:23 PM
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Envelope Updated	Security Checked	10/9/2023 2:06:21 PM
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Certified Delivered	Security Checked	10/12/2023 11:09:27 AM
Signing Complete	Security Checked	10/12/2023 11:10:05 AM
Completed	Security Checked	10/12/2023 11:10:08 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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