KENNETH SCHMITT Town Supervisor

TOWN OF CARMEL

ANN SPOFFORD Town Clerk

SUZANNE MC DONOUGH Town Councilwoman Deputy Supervisor

MICHAEL A. BARILE Town Councilman JOHN D. LUPINACCI Town Councilman JONATHAN SCHNEIDER Town Councilman 60 McAlpin Avenue Mahopac, New York 10541 Tel. (845) 628-1500 ● Fax (845) 628-6836 www.carmelny.org KATHLEEN KRAUS Receiver of Taxes

MICHAEL SIMONE Superintendent of Highways Tel. (845) 628-7474

TOWN BOARD WORK SESSION Tuesday, September 10, 2019 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

Town Board Work Session:

- Review of Town Board Meeting Minutes, August 21 and 28, and September 4, 2019
- Consider Request to Waive 30 Day Notice of the New York State ABC Law Application for On-Premise Liquor License - The Gathering Inn, Inc, 925 Route 6, Mahopac, NY
- 2. Mary Ann Maxwell, Town Comptroller Consider Request to Authorize Refunding of Public Improvement Bonds for Various Town Projects
- 3. Police Chief Michael Cazzari Consider Request to Authorize Change of Vendor Waiving the Town of Carmel Procurement Policy for the Purchase of Police Uniforms
- 4. Police Chief Michael Cazzari Consider Request to Schedule Public Hearing On a Proposed Local Law Amending Chapter 147 of the Town of Carmel entitled, "Vehicles and Traffic"
- 5. Richard Franzetti, PE, Town Engineer Consider Request to Authorize Extension of Contract #C249 for Town Hall Cleaning Services (Current Contract Provides for Two Year Duration)
- 6. Richard Franzetti, PE, Town Engineer Consider Request to Authorize Selection of Construction Alternate for Replacement of Sand Filter Roof CSD#2
- 7. Richard Franzetti, PE, Town Engineer Consider Request to Authorize Payment for Repairs and Services CWD#2 Hydrant Replacement
- 8. Richard Franzetti, PE, Town Engineer Consider Request to Award Bid for the Pump House Roof Replacement CWD#s 1-8-10-13
- 9. Richard Franzetti, PE, Town Engineer Consider Request to Attend Southeast NY Stormwater Conference (October 16, 2019 Dutchess Manor \$135.00)
- 10. Gregory Folchetti, Town Legal Counsel Consider Proposal for On Line Licensing (Online Dog Portal)
- Public Comment (Three (3) Minutes on Agenda Items Only)
- Town Board Member Comments

Open Forum:

- Public Comments on New Town Related Business (Three (3) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)
- Town Board Member Comments
- Adjournment

Original Supervisor CC: Police Dept T.C. File

LAW OFFICE OF

Bruno V. Gioffre, Jr., PLLC

2 WESTCHESTER PARK DRIVE, SUITE 205 WHITE PLAINS, NEW YORK 10604

BRUNO V. GIOFFRE, JR. ADMITTED IN NY, CT & FL

(914) 481-8900 FAX (914) 481-8905

32 FIELDPOINT ROAD GREENWICH, CT 06830

bruno@bgioffrelaw.com www.bgioffrelaw.com

August 29, 2019

Via Overnight Mail
Town Clerk
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Re:

2nd Notice to Municipality of Application for On-Premise Liquor License for The Gathering Inn, Inc.

Dear Town Clerk:

On behalf of our client, The Gathering Inn, Inc., we hereby re-notify you pursuant to Alcohol Beverage Control Law, Sections 64, Subdivision 2a and 99D, that our client intends to file an application for an On-Premise Liquor License at 925 Route 6, Mahopac, NY 10541. Enclosed herewith is the SLA Standardized Notice Form for your review which has been amended to include DJ, Juke Box and Live Jazz and Acoustic Music.

Our client is hoping to open this restaurant in September.

Accordingly, we respectfully request that the Town of Carmel, waive the statutory thirty (30) day waiting period to allow our client to file its application for an On-Premise Liquor License as soon as possible to avoid any delays in obtaining its liquor license. Please advise the undersigned of the Town of Carmel's position at your earliest convenience.

Thank you for your consideration. Should you have any questions, please do not hesitate to call.

Very truly yours,

Law Office of Bruno V. Gioffre, Jr., PLLC

Bruno V. Gioffre, Jr., Esq.

AUG 3 0 2019
SUPERVISOR'S OFFICE TOWN OF CARMEL

State Liquor

Original

Amended

OFFICE	USE	ONLY
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49

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice was Sent: 08/29/2019 1a. Delivered by: Overnight Mail with Tracking Number		
2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:		
• New Application • Renewal • Alteration • Corporate Change • Removal • Class Change • Method of Operation Change		
For New applicants, answer each question below using all information known to date For Renewal applicants, answer all questions For Alteration applicants, attach a complete written description and diagrams depicting the proposed alteration(s) For Corporate Change applicants, attach a list of the current and proposed corporate principals For Removal applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation For Class Change applicants, attach a statement detailing your current license type and your proposed license type For Method of Operation Change applicants, although not required, if you choose to submit, attach an explanation detailing those changes		
This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:		
3. Name of Municipality or Community Board: Town of Carmel, Hamlet of Mahopac		
Applicant/Licensee Information:		
4. Licensee Serial Number (if applicable): Expiration Date (if applicable):		
5. Applicant or Licensee Name: The Gathering Inn, Inc.		
6. Trade Name (if any):		
7. Street Address of Establishment: 925 Route 6		
8. City, Town or Village: Mahopac , NY Zip Code: 10541		
9. Business Telephone Number of Applicant/Licensee: (347) 601-9590		
10. Business E-mail of Applicant/Licensee: amedranda@yahoo.com		
11. Type(s) of alcohol sold or to be sold:		
12. Extent of Food Service:		
• Full food menu; full kitchen run by a chef or cook • Menu meets legal minimum food availability requirements; food prep area at minimum		
13. Type of Establishment: Restaurant (full kitchen and full menu required)		
14. Method of Operation: Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke		
(check all that apply) [Live Music (give details i.e., rock bands, acoustic, jazz, etc.): Jazz and Acoustic		
Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment		
☐ Video/Arcade Games ☐ Third Party Promoters ☑ Security Personnel		
Other (specify):		
15. Licensed Outdoor Area: None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure (check all that apply)		
☐ Sidewalk Cafe ☐ Other (specify): ☐ RECEIVED ☐ ☐		
AUG 3 0 2019 Page 1 of 2 Page 1 of 2		

rev 1/22/16	Original O	OFFICE USE ONLY Amended Date			
	e Liquor Sta cority	ndardized <u>NOTIC</u>	E FORM		0-Day Advanced Notice to a ipality or Community Board (Page 2 of 2)
17. List the floor(s) of the bu	ilding that the establis	shment is located on:	1st		
18. List the room number(s) building, if appropriate:	the establishment is l	ocated in within the	N/A		
19. Is the premises located w	vithin 500 feet of three	or more on-premise	s liquor est	ablishments? OYe	s ® No
20. Will the license holder or	r a manager be physic	ally present within the	e establishr	nent during all hou	rs of operation? Yes No
/ ortill/u/s	ation (an existing licer 862 498	sed business is being			and serial number of the licensee.
22. Does the applicant or lice	ensee own the buildin	g in which the establi	shment is I	ocated? O Yes (If	Yes SKIP 23-26) 🍞 No
	Owner of the Build	ling in Which the Lic	ensed Esta	blishment is Loca	ted
23. Building Owner's Full Na	me: Edison Proper	ty Investing LLC and I	PinaProper	ty Investing LLC	
24. Building Owner's Street	Address: 3392 Nort	h Deerfield Avenue			
25. City, Town or Village: You	rktown Heights		State:	NY	Zip Code : 10598
26. Business Telephone Nun	nber of Building Owne	er: 914-299-6928			
Re _l applicat	presentative or Attor tion for a license to tr	ney representing th affic in alcohol at the	e Applican e establish	nt in Connection wi nment identified in	th the this notice
27. Representative/Attorney	's Full Name: Bruno	V. Gloffre, Esq.			
28. Street Address:	2 Westcheser Drive, Su	ite 205			
29. City, Town or Village:	White Plains		State:	NY	Zip Code : 10604
30. Business Telephone Num	nber of Representative	/Attorney: 914-481-	3900		
31. Business Email Address :	bruno@bgioffrelaw.	com			
in this form are in c	conformity with represenderstand that represe	entations made in sul	omitted do form will a	cuments relied upo Ilso be relied upon,	or the license. Representations n by the Authority when and that false representations e.
By my signate	ure, I affirm - under Pe	nalty of Perjury - tha	t the repre	sentations made in	this form are true.
32. Printed Name: ARA	COLY MED	RANDA - KUS	T	itle President	The Couther Tout le
Signature: X Aracela	y Mediana	le-Kuss.	1	Trespend	1 1 continent and sold and

Print Form

KENNETH SCHMITT Town Supervisor

SUZANNE MC DONOUGH Town Councilwoman **Deputy Supervisor**

MICHAEL A. BARILE Town Councilman JOHN D. LUPINACCI **Town Councilman** JONATHAN SCHNEIDER **Town Councilman**

TOWN OF CARMEL

TOWN HALL



60 McAlpin Avenue Mahopac, New York 10541 Tel. (845) 628-1500 • Fax (845) 628-6836 www.carmelny.org

ANN SPOFFORD Town Clerk

KATHLEEN KRAUS Receiver of Taxes

MICHAEL SIMONE Superintendent of Highways Tel. (845) 628-7474

MEMORANDUM

To:

Kenneth Schmitt, Town Supervisor

Town Board

Date:

August 30, 2019

From:

Mary Ann Maxwell, Town Comptroller

RE:

Consider \$1,390,000 Public Improvement Refunding Bonds, 2019

It was brought to Supervisor Schmitt's and my attention by Capital Markets, LLC that there is an opportunity for savings if the Town took advantage of Refunding two (2) of its issued serial bonds. Per Janet Morley, VP Capital Markets long term rates have come down and represent historic

The total potential savings is approximately \$121,920.65. The breakdown of the savings is as follows:

2007 Serial Bonds (Savings over years 2019-2032)

CWD #13 -

\$92,040.69

2009 Serial Bonds (Savings over years 2019-2027)

Drainage

\$2,241.00

Resurfacing -

\$14,730.82

Machinery -

\$8,067.58

Glenacom RID -

\$2,091.60

CWD #2

\$1,374.48

CWD #9

\$1,374.48

Total

\$29,879.96

I recommend the Town Board consider taking advantage of this opportunity. Bond Counsel will prepare the necessary borrowing resolutions to be considered by the board. Attached please find detailed cost analysis prepared by Capital Markets, LLC.

If you have any questions or concerns please contact me at ext 175.

Town of Carmel

Putnam County, New York \$1,390,000 Public Improvement Refunding (Serial) Bonds, 2019 Prevailing 'Aa' Rates plus 5 bps - 8.20.19

Debt Service Comparison

		Existing			
Date	Total P+I	D/S	Net New D/S	Old Net D/S	Savings
12/31/2019	17,548.19	253,990.62	271,538.81	281,571.88	10,033.07
12/31/2020	294,925.00	1	294,925.00	305,162.52	10,237.52
12/31/2021	288,425.00	-	288,425.00	297,181.26	8,756.26
12/31/2022	271,675.00	:=	271,675.00	288,931.26	17,256.26
12/31/2023	195,175.00	-	195,175.00	205,412.50	10,237.50
12/31/2024	86,925.00	-	86,925.00	98,981.26	12,056.26
12/31/2025	83,675.00		83,675.00	96,006.26	12,331.26
2/31/2026	90,425.00	_	90,425.00	97,943.76	7,518.76
12/31/2027	96,675.00		96,675.00	99,593.76	2,918.76
12/31/2028	52,425.00	-	52,425.00	56,025.00	3,600.00
2/31/2029	51,075.00	-	51,075.00	59,000.00	7,925.00
2/31/2030	49,725.00		49,725.00	56,750.00	7,025.00
12/31/2031	48,150.00	-	48,150.00	54,500.00	6,350.00
12/31/2032	46,575.00	(*)	46,575.00	52,250.00	5,675.00
Total	\$1,673,398.19	\$253,990.62	\$1,927,388.81	\$2,049,309.46	\$121,920.65
	immary (Net to Net)	\$253,990.62	51,92/,388.81	32,047,307.40	\$121,920
ross PV Debt Serv	rice Savings				112,752
et PV Cashflow Sa	avings @ 1.446%(AIC)				112,752.3
entinganay or Pay					859

Gross PV Debt Service Savings	112,752.38
Net PV Cashflow Savings @ 1.446%(AIC)	112,752.38
Contingency or Rounding Amount	859.22
Net Present Value Benefit	\$113,611.60
Net PV Benefit / \$1,485,000 Refunded Principal	7.651%
Net PV Benefit / \$1,390,000 Refunding Principal	8.173%

Refunding Bond Information

Refunding Dated Date	10/01/2019
Refunding Delivery Date	10/01/2019

Town of Carmel

Putnam County, New York \$505,000 Public Improvement Refunding (Serial) Bonds, 2019 Prevailing 'Aa' Rates plus 5 bps - 8.20.19

Debt Service Comparison

		Existing	Net New		
Date	Total P+I	D/S	D/S	Old Net D/S	Savings
12/31/2019	5,831.25	35,765.62	41,596.87	47,950.00	6,353.13
12/31/2020	51,175.00	-	51,175.00	59,368.76	8,193.76
12/31/2021	49,675.00	-	49,675.00	57,837.50	8,162.50
12/31/2022	48,175.00	<u> </u>	48,175.00	56,306.26	8,131.26
12/31/2023	46,675.00	-	46,675.00	54,775.00	8,100.00
12/31/2024	50,175.00	-	50,175.00	58,243.76	8,068.76
12/31/2025	48,425.00	-	48,425.00	56,493.76	8,068.76
12/31/2026	51,675.00	-	51,675.00	54,743.76	3,068.76
12/31/2027	54,675.00	=	54,675.00	57,993.76	3,318.76
12/31/2028	52,425.00	2	52,425.00	56,025.00	3,600.00
12/31/2029	51,075.00		51,075.00	59,000.00	7,925.00
12/31/2030	49,725.00		49,725.00	56,750.00	7,025.00
12/31/2031	48,150.00		48,150.00	54,500.00	6,350.00
12/31/2032	46,575.00	=	46,575.00	52,250.00	5,675.00
Total	\$654,431.25	\$35,765.62	\$690,196.87	\$782,237.56	\$92,040.69

PV Analysis Summary (Net to Net)

Refunding Dated Date

Refunding Delivery Date

Gross PV Debt Service Savings	83,356.44
Net PV Cashflow Savings @ 1.700%(AIC)	83,356.44
Contingency or Rounding Amount	312.13
Net Present Value Benefit	
Net PV Benefit / \$550,000 Refunded Principal	15.212%
Net PV Benefit / \$505,000 Refunding Principal	16.568%
Refunding Bond Information	
Refunding Dated Date	10/01/2019

10/01/2019

2019 Potential Refunding | 2007 Bonds Series B | 8/20/2019 | 12:11 PM

Town of Carmel

Putnam County, New York \$885,000 Public Improvement Refunding (Serial) Bonds, 2019 Prevailing 'Aa' Rates plus 5 bps - 8.20.19

Debt Service Comparison

		Existing			
Date	Total P+I	D/S	Net New D/S	Old Net D/S	Savings
12/31/2019	11,716.94	218,225.00	229,941.94	233,621.88	3,679.94
12/31/2020	243,750.00	= 1	243,750.00	245,793.76	2,043.76
12/31/2021	238,750.00	*1	238,750.00	239,343.76	593.76
12/31/2022	223,500.00	-	223,500.00	232,625.00	9,125.00
12/31/2023	148,500.00	<u>u</u> :	148,500.00	150,637.50	2,137.50
12/31/2024	36,750.00	-	36,750.00	40,737.50	3,987.50
12/31/2025	35,250.00	-	35,250.00	39,512.50	4,262.50
12/31/2026	38,750.00	-3	38,750.00	43,200.00	4,450.00
12/31/2027	42,000.00	-	42,000.00	41,600.00	(400.00)
Total	\$1,018,966.94	\$218,225.00	\$1,237,191.94	\$1,267,071.90	\$29,879.96

PV Analysis Summary (Net to	Net)	
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FV Allarysis Sullillary (Net to Net)	
Gross PV Debt Service Savings	28,581.59
Net PV Cashflow Savings @ 1.094%(AIC)	28,581.59
Contingency or Rounding Amount	547.09
Net Present Value Benefit	\$29,128.68
Net PV Benefit / \$935,000 Refunded Principal	3.115%
Net PV Benefit / \$885,000 Refunding Principal	3.291%
Refunding Bond Information	
Refunding Dated Date	10/01/2019
Refunding Delivery Date	10/01/2019

Michael Cazzari Chief of Police

TOWN OF CARMEL POLICE DEPARTMENT

60 McAlpin Avenue Mahopac, New York 10541

(845) 628-1300 Fax (845) 628-2597 www.carmelny.org/police

MEMORANDUM

Town Board, Town of Carmel

From: Chief Michael Cazzari

Date: September 5, 2019

Ref:

Waiving of the Procurement Policy

We have been experiencing unsatisfactory products and services from our current Uniform Bid vendors.

I am requesting that the Town Board waive the Towns Procurement Policy for the purchase of police uniforms to allow for the purchase of police uniforms from Rescuestuff, Inc, 962 Washington St, Peekskill NY 10566.

Thanks

MC

From: <u>Vara, Rob</u>

To: <u>Cazzari, Mike</u>; <u>Maxwell, Mary Ann</u>; <u>"Gregory Folchetti"</u>; <u>Kunze, Stephen</u>

Cc: Suzi McDonough Personal: Lupinacci, John; Franzetti, Richard; Schmitt, Kenneth; Jonathan Schneider;

Barile, Michael; Pasquerello, Anne

Subject: RE: Uniform Purchasing

Date: Thursday, August 29, 2019 12:58:50 PM

Board

Here are my thoughts based on all the facts I now have.

Fact:

- 1. The uniform purchase was put out to Bid in 2019. A legal notice was published in the paper, thus meeting the requirements of the GML for public bids. Two bids were received. The contract was awarded to Olinville, our current contractor for 2019. I am not sure if a contract was ever signed, but there was offer and acceptance by resolution and subsequent performance, therefore there is a contract
- 2. Max has indicated that in 2018 we spent \$18,266.90 for uniforms and to date we have only spent \$4,678.00.
- 3. The Chief is not satisfied with the performance of Olnville.
- 4. Resuestuff has agreed to meet the state bid prices for uniforms.
- 5. Sgt. Kunze has supplied an detailed narrative of the poor performance of Olinville and significant justification to hire Rescustuff.

DISCUSSION

It is reasonable that based upon the 2018 figures and the current YTD, that we will not spend more than \$20.000.00 on uniforms in 2019. As such we are not required to put this out to public bid. We can therefore apply our procurement policy. A this point, I believe that the record submitted by the PD form a sufficient basis to waive the Procurement Policy at least until the end of the year. Going forward for 2020 the Board can ether put it back out for public bid (although that is not required) or RFP it. I would RFP it and send it only to vendors who have shown a past history of performance with our PD or with another local PD. We should consider some of the concerns raised in Sgt. Kunze email in RFPing this in the future. Quality is of course always a concern during contract performance. He also points out the distance of travel, which is something that can be addressed in an RFP. The vendors could be limited to a tighter radius, which is something that we did when we bought the Ford Escapes, for efficiency of servicing the cars.

To me, the best thing to do, would be to pass a resolution authorizing the Chief to utilize Rescuestuff up to December 31, 2019. I would simply append this email to the Chief's original memo, as it provides a complete record of the justification of why we are waiving application of the Procurement Policy until years end.

We do have another problem. We have a contract with Olinville. That is something that Greg

can advise on. I would suggest that maybe the Chief just has a heart to heart with Olinvill, and they send us something indicating they are releasing us from the contract.

In an future RFP or Bid, I highly recommend putting in estimated quantities based upon the prior years purchases. In my opinion the unit prices alone without estimated quantities to extend them by does not provide a good basis for comparing the pricing of various vendors. It is something that we should be doing with all of our bids, with the understanding by the vendors that it is merely an estimate. We do it that way with our chemical purchase contract. I would be happy to work with the PD to develop as bid spec.

Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

Ph. 845-628-1500 ex. 183 Fax:845-628-7085

From: Cazzari, Mike

Sent: Thursday, August 29, 2019 10:46 AM

To: Maxwell, Mary Ann; 'Gregory Folchetti'; Kunze, Stephen

Cc: Suzi McDonough Personal; Vara, Rob; Lupinacci, John; Franzetti, Richard; Schmitt, Kenneth; Jonathan

Schneider; Barile, Michael; Pasquerello, Anne

Subject: RE: Uniform Purchasing

There isn't a next lowest responsible bidder from last year.

My thought was in the future we would start utilizing the state contracting prices instead of doing a yearly uniform bid.

As long as the vendor (Rescuestuff) followed the state prices or lower we would be in compliance with purchasing policy.

From: Maxwell, Mary Ann

Sent: Thursday, August 29, 2019 10:42 AM **To:** 'Gregory Folchetti'; Kunze, Stephen

Cc: Suzi McDonough Personal; Vara, Rob; Lupinacci, John; Cazzari, Mike; Franzetti, Richard; Schmitt,

Kenneth; Jonathan Schneider; Barile, Michael; Pasquerello, Anne

Subject: RE: Uniform Purchasing

In 2018 we spent \$18,266.90 with New England Uniform (of which \$8,385 was for new officer

uniforms).

In 2019 we spent \$4,678 YTD with Olinville Arms.

From: Gregory Folchetti <gfolchetti@aol.com> **Sent:** Thursday, August 29, 2019 10:35 AM **To:** Kunze,Stephen <sk@ci.carmel.ny.us>

Cc: Suzi McDonough Personal <Suzi5mcdonough@gmail.com>; Vara, Rob <rjv2@ci.carmel.ny.us>; Lupinacci,John <jdl@ci.carmel.ny.us>; Cazzari, Mike <msc@ci.carmel.ny.us>; Maxwell,Mary Ann <mam@ci.carmel.ny.us>; Franzetti,Richard <rjf@ci.carmel.ny.us>; Schmitt, Kenneth <ks@ci.carmel.ny.us>; Jonathan Schneider <jon@sfgtaxes.com>; Barile,Michael <mab@ci.carmel.ny.us>; Pasquerello,Anne <amp2@ci.carmel.ny.us>

Subject: Re: Uniform Purchasing

Supplementing Rob Vara's comments on this last night it's pretty cut and dried. Assuming that the contract is anticipated to be over \$20,000 in value, if the proposed new vendor is on the state bid list or is the next low responsible bidder from last year then they can be brought on as vendor.

Otherwise it needs to be re-bid.

Any contract with the existing vendor would have to be voided.

Gregory L. Folchetti
Costello & Folchetti, LLP
1875 Route Six/P.O. Box 1200
Carmel, NY 10512
845-225-1900
845-228-4228 Facsimile
Sent from my iPhone

On Aug 29, 2019, at 10:14 AM, Kunze, Stephen < sk@ci.carmel.ny.us > wrote:

Just a little added information on why we are looking to do this. We are looking to start using Elbeco uniform products which Rescuestuff Inc provides at state bid pricing. Olinville Arms has proven time and again to be unreliable. Orders do not come in a timely fashion, and the quality of the product when it arrives is unacceptable. Rescuestuff provides embroidery on site which is exceptional in quality and outweighs Olinville Arms by leaps and bounds. Olinville Arms does not provide their own embroidery which could be the reason for the delays and poor quality. I have attached photos for comparison. Rescuestuff is also only 13 miles away and about a 20 minute drive, while Olinville Arms is located in the Bronx about 42 miles away and takes close to an hour assuming you don't deal with any NYC traffic. If someone needs to be fitted or we go to pick up items etc. This is a huge factor as a trip to the Bronx turns into a half of a day wasted, not to mention fuel etc. Not sure if that helps at all, but

ultimately I think for the money spent Rescuestuff Inc is the most financially responsible decision if we can account all of these factors to make them our provider.

Sergeant Stephen Kunze #212
Town of Carmel Police Department
60 McAlpin Ave
Mahopac, NY 10541
sk@ci.carmel.ny.us
845-628-1300
845-745-6289(mobile)

From: Suzanne McDonough [mailto:suzi5mcdonough@gmail.com]

Sent: Thursday, August 29, 2019 9:30 AM

To: Vara, Rob

Cc: Lupinacci, John; Cazzari, Mike; Maxwell, Mary Ann; Greg Folchetti; Franzetti, Richard; Esteves, Donna; Schmitt, Kenneth; Jonathan Schneider; Barile, Michael; Pasquerello, Anne;

Kunze, Stephen; Terilli, Joanna Subject: Re: Uniform Purchasing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I'm good with it.

Sent from my iPhone

On Aug 28, 2019, at 4:19 PM, Vara, Rob < riv2@ci.carmel.ny.us > wrote:

Board,

In order for me to provide guidance on this, I would need the following information.

- 1. Is the vendor Rescuestuff the actual vendor that was awarded the OGS contract, or have they simply agreed to match the pricing of the vendor that was awarded this bid. It appears that PC66807 was awarded to Promark International Inc.
- 2. If Rescuestuff is matching the pricing, then I would need to know the amount that is expected to be spent on uniforms in a year. If it is below \$20,000.00 then it is exempt from GML 103 yet subject to our procurement policy which is waivable by the Board. If that is something that the Board wants to entertain, then I would say that Rescuestuff, agreeing to match the state bid pricing, forms a reasonable basis for waiver and then award. Additionally, there geographic location (they are nearby in Peekskill) could be a factor that additionally supports a procurement policy waiver. If that is the course that the Board wishes to take then I recommend

incorporating the basis for the waiver into the award resolution. If the cost is anticipated at above \$20,000.00, then we would have the option to either award to Promark or go out to bid.

3. Mike C. indicated "Piggy Back", which generally means that the vendor has been awarded a contract after competitive bidding by another municipality and we, the TOC wants to take advantage of that. We actually bought the VMB's that way. If Mike has the award information from another municipality and that award is not "stale", then the Board could proceed with an award on that basis.

A little long winded, but that is my take on it.

Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

Ph. 845-628-1500 ex. 183 Fax:845-628-7085

From: Lupinacci, John

Sent: Wednesday, August 28, 2019 2:51 PM

To: Cazzari, Mike; Maxwell, Mary Ann; Greg Folchetti; Vara, Rob **Cc:** Schmitt, Kenneth; Suzi McDonough Personal; Jonathan Schneider; Barile, Michael; Pasquerello, Anne; Kunze, Stephen; Terilli, Joanna

Subject: Fwd: Uniform Purchasing

Hello All:

If Maryann (Comptroller), Greg (town counsel) and Rob V (Eng - purchasing) are okay with this switch mid year and it falls within the GML bid-purchase guidelines - then I'm okay.

If not, we will need to discuss how to handle.

I will add Maryann and Rob onto this email.

Regards, John

Sent from my iPhone

Begin forwarded message:

From: "Cazzari, Mike" < msc@ci.carmel.ny.us>

Date: August 28, 2019 at 2:39:55 PM EDT
To: "Barile, Michael" < <u>mab@ci.carmel.ny.us</u> >, "Gregory L.
Folchetti"
<jon@sfgtaxes.com>, "Lupinacci,John"</jon@sfgtaxes.com>
< <u>idl@ci.carmel.ny.us</u> >, "McDonough, Suzanne"
<sfm@ci.carmel.ny.us>, "</sfm@ci.carmel.ny.us>
<mike@lynlil.com>, "Pasquerello,Anne"</mike@lynlil.com>
<amp2@ci.carmel.ny.us>, "Schmitt, Kenneth"</amp2@ci.carmel.ny.us>
< <u>ks@ci.carmel.ny.us</u> >, "Schneider,Jonathan"
< <u>is@ci.carmel.ny.us</u> >, Suzi McDonough Personal
Cc: "Kunze, Stephen" Subject: Uniform Purchasing
Anne,
Please see attached request for authorization of Rescuestuff as a new uniform vendor.
Thanks,
Mike

Chief Michael Cazzari Town of Carmel Police Department 60 McAlpin Ave Mahopac, NY 10541 phone (845) 628-1300 ext 107 fax (845) 628-2597

Contractor Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Category Number (as per DHS AEL)	Discount Category Option 1 <u>or</u> Option 2	Unit of Measure	Catalog or List Price	Manufacturer PASS THRU Discount %	HIRE Contract Discount %	HIRE Contract Price
FW016WPCT	Breach Composite Toe Waterproof 6" Boot	Blauer	FW016WPCT	21GN-00-CCEQ	Option 2	Each	\$184.99	0.00%	20.00%	\$147.99
FW018LT	Clash LT 8" Boot	Blauer	FW018LT	21GN-00-CCEQ	Option 2	Each	\$149.99	0.00%	20.00%	\$119.99
FW018TWP	Clash Insulated Waterproof 8" Boot	Blauer	FW018TWP	21GN-00-CCEQ	Option 2	Each	\$174.99	0.00%	20.00%	\$139.99
FW028WP	Blitz Waterproof 8" Boot	Blauer	FW028WP	21GN-00-CCEQ	Option 2	Each	\$194.99	0.00%	20.00%	\$155.99
FW034	Strike 4" Shoe	Blauer	FW034	21GN-00-CCEQ	Option 2	Each	\$129.99	0.00%	20.00%	\$103.99
GL101	The Frisk Glove	Blauer	GL101	21GN-00-CCEQ	Option 2	Each	\$20.99	0.00%	20.00%	\$16.79
580	DutyMaxx Long Sleeve, White, S to XL	Elbeco	580	21GN-00-CCEQ	Option 2	Each	\$84.60	0.00%	20.00%	\$67.68
580	DutyMaxx Long Sleeve, White, 2X-3X	Elbeco	580	21GN-00-CCEQ	Option 2	Each	\$101.52	0.00%	20.00%	\$81.22
580	DutyMaxx Long Sleeve, White, 4X	Elbeco	580	21GN-00-CCEQ	Option 2	Each	\$118.44	0.00%	20.00%	\$94.75
581	DutyMaxx Long Sleeve, Gray, S to XL	Elbeco	581	21GN-00-CCEQ	Option 2	Each	\$84.60	0.00%	20.00%	\$67.68
581	DutyMaxx Long Sleeve, Gray, 2X 3X	Elbeco	581	21GN-00-CCEQ	Option 2	Each	\$101.52	0.00%	20.00%	\$81.22
581	DutyMaxx Long Sleeve, Gray, 4X	Elbeco	581	21GN-00-CCEQ	Option 2	Each	\$118.44	0.00%	20.00%	\$94.75
582	DutyMaxx Long Sleeve, Tan, S to XL	Elbeco	582	21GN-00-CCEQ	Option 2	Each	\$84.60	0.00%	20.00%	\$67.68
582	DutyMaxx Long Sleeve, Tan, 2X-3X	Elbeco	582	21GN-00-CCEQ	Option 2	Each	\$101.52	0.00%	20.00%	\$81.22
582	DutyMaxx Long Sleeve, Tan, 4X	Elbeco	582	21GN-00-CCEQ	Option 2	Each	\$118.44	0.00%	20.00%	\$94.75
586	DutyMaxx Long Sleeve, Med Blue, S to XL	Elbeco	586	21GN-00-CCEQ	Option 2	Each	\$84.60	0.00%	20.00%	\$67.68
586	DutyMaxx Long Sleeve, Med Blue, 2X-3X	Elbeco	586	21GN-00-CCEQ	Option 2	Each	\$101.52	0.00%	20.00%	\$81.22
586	DutyMaxx Long Sleeve, Med Blue, 4X	Elbeco	586	21GN-00-CCEQ	Option 2	Each	\$118.44	0.00%	20.00%	\$94.75
589	DutyMaxx Long Sleeve, French Blue, S to XL	Elbeco	589	21GN-00-CCEQ	Option 2	Each	\$84.60	0.00%	20.00%	\$67.68
589	DutyMaxx Long Sleeve, French Blue, 2X-3X	Elbeco	589	21GN-00-CCEQ	Option 2	Each	\$101.52	0.00%	20.00%	\$81.22
589	DutyMaxx Long Sleeve, French Blue, 4X	Elbeco	589	21GN-00-CCEQ	Option 2	Each	\$118.44	0.00%	20.00%	\$94.75
3800	Meridian Jacket, Black, S-L	Elbeco	3800	21GN-00-CCEQ	Option 2	Each	\$184.60	0.00%	20.00%	\$147.68
3800	Meridian Jacket, Black, XL	Elbeco	3800	21GN-00-CCEQ	Option 2	Each	\$203.06	0.00%	20.00%	\$162.45
3800	Meridian Jacket, Black, 2X	Elbeco	3800	21GN-00-CCEQ	Option 2	Each	\$221.52	0.00%	20.00%	\$177.22
3800	Meridian Jacket, Black, 3X	Elbeco	3800	21GN-00-CCEQ	Option 2	Each	\$239.98	0.00%	20.00%	\$191.98
3800	Meridian Jacket, Black, 4X	Elbeco	3800	21GN-00-CCEQ	Option 2	Each	\$258.44	0.00%	20.00%	\$206.75
3804	Meridian Jacket, Navy, S-L	Elbeco	3804	21GN-00-CCEQ	Option 2	Each	\$184.60	0.00%	20.00%	\$147.68
3804	Meridian Jacket, Navy, XL	Elbeco	3804	21GN-00-CCEQ	Option 2	Each	\$203.06	0.00%	20.00%	\$162.45
3804 3804	Meridian Jacket, Navy, 2X	Elbeco	3804 3804	21GN-00-CCEQ	Option 2	Each	\$221.52 \$239.98	0.00%	20.00%	\$177.22 \$191.98
3804	Meridian Jacket, Navy, 3X Meridian Jacket, Navy, 4X	Elbeco Elbeco	3804	21GN-00-CCEQ 21GN-00-CCEQ	Option 2 Option 2	Each Each	\$239.98 \$258.44	0.00%	20.00%	\$191.98
3805	Meridian Jacket, Navy, 4X Meridian Jacket, Brown, S-L	Elbeco	3804	21GN-00-CCEQ	Option 2	Each	\$258.44	0.00%	20.00%	\$206.75
3805	Meridian Jacket, Brown, XL	Elbeco	3805	21GN-00-CCEQ	Option 2	Each	\$203.06	0.00%	20.00%	\$162.45

Contractor Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Category Number (as per DHS AEL)	Discount Category Option 1 <u>or</u> Option 2	Unit of Measure	Catalog or List Price	Manufacturer PASS THRU Discount %	HIRE Contract Discount %	HIRE Contract Price
3805	Meridian Jacket, Brown, 2X	Elbeco	3805	21GN-00-CCEQ	Option 2	Each	\$221.52	0.00%	20.00%	\$177.22
3805	Meridian Jacket, Brown, 3X	Elbeco	3805	21GN-00-CCEQ	Option 2	Each	\$239.98	0.00%	20.00%	\$191.98
3805	Meridian Jacket, Brown, 4X	Elbeco	3805	21GN-00-CCEQ	Option 2	Each	\$258.44	0.00%	20.00%	\$206.75
5580	DutyMaxx S/S, White, S to XL	Elbeco	5580	21GN-00-CCEQ	Option 2	Each	\$77.00	0.00%	20.00%	\$61.60
5580	DutyMaxx S/S, White, 2X-3X	Elbeco	5580	21GN-00-CCEQ	Option 2	Each	\$92.40	0.00%	20.00%	\$73.92
5580	DutyMaxx S/S, White, 4X	Elbeco	5580	21GN-00-CCEQ	Option 2	Each	\$107.80	0.00%	20.00%	\$86.24
5581	DutyMaxx S/S, Gray, S to XL	Elbeco	5581	21GN-00-CCEQ	Option 2	Each	\$77.00	0.00%	20.00%	\$61.60
5581	DutyMaxx S/S, Gray, 2X-3X	Elbeco	5581	21GN-00-CCEQ	Option 2	Each	\$92.40	0.00%	20.00%	\$73.92
5581	DutyMaxx S/S, Gray, 4X	Elbeco	5581	21GN-00-CCEQ	Option 2	Each	\$107.80	0.00%	20.00%	\$86.24
5582	DutyMaxx S/S, Tan, S to XL	Elbeco	5582	21GN-00-CCEQ	Option 2	Each	\$77.00	0.00%	20.00%	\$61.60
5582	DutyMaxx S/S, Tan, 2X-3X	Elbeco	5582	21GN-00-CCEQ	Option 2	Each	\$92.40	0.00%	20.00%	\$73.92
5582	DutyMaxx S/S, Tan, 4X	Elbeco	5582	21GN-00-CCEQ	Option 2	Each	\$107.80	0.00%	20.00%	\$86.24
5586	DutyMaxx S/S, Med Blue, S to XL	Elbeco	5586	21GN-00-CCEQ	Option 2	Each	\$77.00	0.00%	20.00%	\$61.60
5586	DutyMaxx S/S, Med Blue, 2X-3X	Elbeco	5586	21GN-00-CCEQ	Option 2	Each	\$92.40	0.00%	20.00%	\$73.92
5586	DutyMaxx S/S, Med Blue, 4X	Elbeco	5586	21GN-00-CCEQ	Option 2	Each	\$107.80	0.00%	20.00%	\$86.24
5589	DutyMaxx S/S, French Blue, S to XL	Elbeco	5589	21GN-00-CCEQ	Option 2	Each	\$77.00	0.00%	20.00%	\$61.60
5589	DutyMaxx S/S, French Blue, 2X-3X	Elbeco	5589	21GN-00-CCEQ	Option 2	Each	\$92.40	0.00%	20.00%	\$73.92
5589	DutyMaxx S/S, French Blue, 4X	Elbeco	5589	21GN-00-CCEQ	Option 2	Each	\$107.80	0.00%	20.00%	\$86.24
5610	ADU Ripstop L/S Shirt, Black, S-XL	Elbeco	5610	21GN-00-CCEQ	Option 2	Each	\$65.90	0.00%	20.00%	\$52.72
5610	ADU Ripstop L/S Shirt, Black, 2X 3X	Elbeco	5610	21GN-00-CCEQ	Option 2	Each	\$79.08	0.00%	20.00%	\$63.26
5610	ADU Ripstop L/S Shirt, Black, 4X	Elbeco	5610	21GN-00-CCEQ	Option 2	Each	\$92.26	0.00%	20.00%	\$73.81
5612	ADU Ripstop L/S Shirt, Khaki, S-XL	Elbeco	5612	21GN-00-CCEQ	Option 2	Each	\$65.90	0.00%	20.00%	\$52.72
5612	ADU Ripstop L/S Shirt, Khaki, 2X-3X	Elbeco	5612	21GN-00-CCEQ	Option 2	Each	\$79.08	0.00%	20.00%	\$63.26
5612	ADU Ripstop L/S Shirt, Khaki, 4X	Elbeco	5612	21GN-00-CCEQ	Option 2	Each	\$92.26	0.00%	20.00%	\$73.81
5614	ADU Ripstop L/S Shirt, Navy, S-XL	Elbeco	5614	21GN-00-CCEQ	Option 2	Each	\$65.90	0.00%	20.00%	\$52.72
5614	ADU Ripstop L/S Shirt, Navy, 2X-3X	Elbeco	5614	21GN-00-CCEQ	Option 2	Each	\$79.08	0.00%	20.00%	\$63.26
5614	1 1 7 27	Elbeco	5614	21GN-00-CCEQ	Option 2	Each	\$92.26	0.00%	20.00%	\$73.81
5630	ADU Ripstop S/S Shirt, Black, S-XL	Elbeco	5630	21GN-00-CCEQ	Option 2	Each	\$61.70	0.00%	20.00%	\$49.36
5630	ADU Ripstop S/S Shirt, Black, 2X-3X	Elbeco	5630	21GN-00-CCEQ	Option 2	Each	\$77.52	0.00%	20.00%	\$62.02
5630	ADU Ripstop S/S Shirt, Black, 4X	Elbeco	5630	21GN-00-CCEQ	Option 2	Each	\$90.44	0.00%	20.00%	\$72.35
5632	ADU Ripstop S/S Shirt, Khaki, S-XL	Elbeco	5632	21GN-00-CCEQ	Option 2	Each	\$61.70	0.00%	20.00%	\$49.36
5632	ADU Ripstop S/S Shirt, Khaki, 2X-3X	Elbeco	5632	21GN-00-CCEQ	Option 2	Each	\$77.52	0.00%	20.00%	\$62.02

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5632	ADU Ripstop S/S Shirt, Khaki, 4X	Elbeco	5632	21GN-00-CCEQ	Option 2	Each	\$90.44	0.00%	20.00%	\$72.35
5634	ADU Ripstop S/S Shirt, Navy, S-XL	Elbeco	5634	21GN-00-CCEQ	Option 2	Each	\$61.70	0.00%	20.00%	\$49.36
5634	ADU Ripstop S/S Shirt, Navy, 2X-3X	Elbeco	5634	21GN-00-CCEQ	Option 2	Each	\$77.52	0.00%	20.00%	\$62.02
5634	ADU Ripstop S/S Shirt, Navy, 4X	Elbeco	5634	21GN-00-CCEQ	Option 2	Each	\$90.44	0.00%	20.00%	\$72.35
8920	UFX Base Layer Mock Turtleneck, Black, S to XL	Elbeco	8920	21GN-00-CCEQ	Option 2	Each	\$63.00	0.00%	20.00%	\$50.40
8920	UFX Base Layer Mock Turtleneck, Black,2X-3X	Elbeco	8920	21GN-00-CCEQ	Option 2	Each	\$75.60	0.00%	20.00%	\$60.48
8920	UFX Base Layer Mock Turtleneck, Black,4X	Elbeco	8920	21GN-00-CCEQ	Option 2	Each	\$88.20	0.00%	20.00%	\$70.56
310N	TexTrop2 L/S Shirt, White, S-XL	Elbeco	310N	21GN-00-CCEQ	Option 2	Each	\$64.50	0.00%	20.00%	\$51.60
310N	TexTrop2 L/S Shirt, White, 2X-3X	Elbeco	310N	21GN-00-CCEQ	Option 2	Each	\$77.40	0.00%	20.00%	\$61.92
310N	TexTrop2 L/S Shirt, White, 4X	Elbeco	310N	21GN-00-CCEQ	Option 2	Each	\$90.30	0.00%	20.00%	\$72.24
311N	TexTrop2 L/S Shirt, Gray, S-XL	Elbeco	311N	21GN-00-CCEQ	Option 2	Each	\$64.50	0.00%	20.00%	\$51.60
311N	TexTrop2 L/S Shirt, Gray, 2X-3X	Elbeco	311N	21GN-00-CCEQ	Option 2	Each	\$77.40	0.00%	20.00%	\$61.92
311N	TexTrop2 L/S Shirt, Gray, 4X	Elbeco	311N	21GN-00-CCEQ	Option 2	Each	\$90.30	0.00%	20.00%	\$72.24
312N	TexTrop2 L/S Shirt, Tan, S-XL	Elbeco	312N	21GN-00-CCEQ	Option 2	Each	\$64.50	0.00%	20.00%	\$51.60
312N	TexTrop2 L/S Shirt, Tan, 2X-3X	Elbeco	312N	21GN-00-CCEQ	Option 2	Each	\$77.40	0.00%	20.00%	\$61.92
312N	TexTrop2 L/S Shirt, Tan, 4X	Elbeco	312N	21GN-00-CCEQ	Option 2	Each	\$90.30	0.00%	20.00%	\$72.24
313N	TexTrop2 L/S Shirt, Blue, S-XL	Elbeco	313N	21GN-00-CCEQ	Option 2	Each	\$64.50	0.00%	20.00%	\$51.60
313N	TexTrop2 L/S Shirt, Blue, 2X-3X	Elbeco	313N	21GN-00-CCEQ	Option 2	Each	\$77.40	0.00%	20.00%	\$61.92
313N	TexTrop2 L/S Shirt, Blue, 4X	Elbeco	313N	21GN-00-CCEQ	Option 2	Each	\$90.30	0.00%	20.00%	\$72.24
314N	TexTrop2 Long Sleeve, Navy, S to XL	Elbeco	314N	21GN-00-CCEQ	Option 2	Each	\$67.50	0.00%	20.00%	\$54.00
314N	TexTrop2 Long Sleeve, Navy, 2X to 3X	Elbeco	314N	21GN-00-CCEQ	Option 2	Each	\$81.00	0.00%	20.00%	\$64.80
314N	TexTrop2 Long Sleeve, Navy, 4X	Elbeco	314N	21GN-00-CCEQ	Option 2	Each	\$94.50	0.00%	20.00%	\$75.60
319N	TexTrop2 L/S Shirt, French Blue, S to XL	Elbeco	319N	21GN-00-CCEQ	Option 2	Each	\$70.10	0.00%	20.00%	\$56.08
319N	TexTrop2 L/S Shirt, French Blue, 2X-3X	Elbeco	319N	21GN-00-CCEQ	Option 2	Each	\$84.12	0.00%	20.00%	\$67.30
319N	TexTrop2 L/S Shirt, French Blue, 4X	Elbeco	319N	21GN-00-CCEQ	Option 2	Each	\$98.14	0.00%	20.00%	\$78.51
320N	TexTrop2 L/S Shirt, Black, S to XL	Elbeco	320N	21GN-00-CCEQ	Option 2	Each	\$64.50	0.00%	20.00%	\$51.60
320N	TexTrop2 L/S Shirt, Black, 2X-3X	Elbeco	320N	21GN-00-CCEQ	Option 2	Each	\$77.40	0.00%	20.00%	\$61.92
320N	TexTrop2 L/S Shirt, Black, 4X	Elbeco	320N	21GN-00-CCEQ	Option 2	Each	\$90.30	0.00%	20.00%	\$72.24

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3310N	TexTrop2 S/S Shirt, White, S-XL	Elbeco	3310N	21GN-00-CCEQ	Option 2	Each	\$58.90	0.00%	20.00%	\$47.12
3310N	TexTrop2 S/S Shirt, White, 2X-3X	Elbeco	3310N	21GN-00-CCEQ	Option 2	Each	\$70.68	0.00%	20.00%	\$56.54
3310N	TexTrop2 S/S Shirt, White, 4X	Elbeco	3310N	21GN-00-CCEQ	Option 2	Each	\$82.46	0.00%	20.00%	\$65.97
3311N	TexTrop2 S/S Shirt, Gray, S-XL	Elbeco	3311N	21GN-00-CCEQ	Option 2	Each	\$58.90	0.00%	20.00%	\$47.12
3311N	TexTrop2 S/S Shirt, Gray, 2X-3X	Elbeco	3311N	21GN-00-CCEQ	Option 2	Each	\$70.68	0.00%	20.00%	\$56.54
3311N	TexTrop2 S/S Shirt, Gray, 4X	Elbeco	3311N	21GN-00-CCEQ	Option 2	Each	\$82.46	0.00%	20.00%	\$65.97
3312N	TexTrop2 S/S Shirt, Tan, S-XL	Elbeco	3312N	21GN-00-CCEQ	Option 2	Each	\$58.90	0.00%	20.00%	\$47.12
3312N	TexTrop2 S/S Shirt, Tan, 2X-3X	Elbeco	3312N	21GN-00-CCEQ	Option 2	Each	\$70.68	0.00%	20.00%	\$56.54
3312N	TexTrop2 S/S Shirt, Tan, 4X	Elbeco	3312N	21GN-00-CCEQ	Option 2	Each	\$82.46	0.00%	20.00%	\$65.97
3313N	TexTrop2 S/S Shirt, Blue, S-XL	Elbeco	3313N	21GN-00-CCEQ	Option 2	Each	\$58.90	0.00%	20.00%	\$47.12
3313N	TexTrop2 S/S Shirt, Blue, 2X-3X	Elbeco	3313N	21GN-00-CCEQ	Option 2	Each	\$70.68	0.00%	20.00%	\$56.54
3313N	TexTrop2 S/S Shirt, Blue, 4X	Elbeco	3313N	21GN-00-CCEQ	Option 2	Each	\$82.46	0.00%	20.00%	\$65.97
3314N	TexTrop2 Short Sleeve, Navy, S to XL	Elbeco	3314N	21GN-00-CCEQ	Option 2	Each	\$58.90	0.00%	20.00%	\$47.12
3314N	TexTrop2 Short Sleeve, Navy, 2X to 3X	Elbeco	3314N	21GN-00-CCEQ	Option 2	Each	\$70.68	0.00%	20.00%	\$56.54
3314N	TexTrop2 Short Sleeve, Navy, 4X	Elbeco	3314N	21GN-00-CCEQ	Option 2	Each	\$82.46	0.00%	20.00%	\$65.97
3319N	TexTrop2 S/S Shirt, French Blue, S-XL	Elbeco	3319N	21GN-00-CCEQ	Option 2	Each	\$64.30	0.00%	20.00%	\$51.44
3319N	TexTrop2 S/S Shirt, French Blue, 2X-3X	Elbeco	3319N	21GN-00-CCEQ	Option 2	Each	\$77.16	0.00%	20.00%	\$61.73
3319N	TexTrop2 S/S Shirt, French Blue, 4X	Elbeco	3319N	21GN-00-CCEQ	Option 2	Each	\$90.02	0.00%	20.00%	\$72.02
3320N	TexTrop2 S/S Shirt, Black, S-XL	Elbeco	3320N	21GN-00-CCEQ	Option 2	Each	\$58.90	0.00%	20.00%	\$47.12
3320N	TexTrop2 S/S Shirt, Black, 2X-3X	Elbeco	3320N	21GN-00-CCEQ	Option 2	Each	\$70.68	0.00%	20.00%	\$56.54
3320N	TexTrop2 S/S Shirt, Black, 4X	Elbeco	3320N	21GN-00-CCEQ	Option 2	Each	\$82.46	0.00%	20.00%	\$65.97
3730	Job Shirt, Self Collar, Navy, S to XL	Elbeco	3730	21GN-00-CCEQ	Option 2	Each	\$79.20	0.00%	20.00%	\$63.36
3730	Job Shirt, Self Collar, Navy, 2X to 3X	Elbeco	3730	21GN-00-CCEQ	Option 2	Each	\$95.04	0.00%	20.00%	\$76.03
3730	Job Shirt, Self Collar, Navy, 4X	Elbeco	3730	21GN-00-CCEQ	Option 2	Each	\$110.88	0.00%	20.00%	\$88.70
3732	Job Shirt, Twill Collar, Navy, S to XL	Elbeco	3732	21GN-00-CCEQ	Option 2	Each	\$79.20	0.00%	20.00%	\$63.36
3732	Job Shirt, Twill Collar, Navy, 2X to 3X	Elbeco	3732	21GN-00-CCEQ	Option 2	Each	\$95.04	0.00%	20.00%	\$76.03
3732	Job Shirt, Twill Collar, Navy, 4X	Elbeco	3732	21GN-00-CCEQ	Option 2	Each	\$110.88	0.00%	20.00%	\$88.70
5584	DutyMaxx Short Sleeve, Navy, S to XL	Elbeco	5584	21GN-00-CCEQ	Option 2	Each	\$79.20	0.00%	20.00%	\$63.36
5584	DutyMaxx Short Sleeve, Navy, 2X to 3X	Elbeco	5584	21GN-00-CCEQ	Option 2	Each	\$95.04	0.00%	20.00%	\$76.03

Contractor Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Category Number (as per DHS AEL)	Discount Category Option 1 <u>or</u> Option 2	Unit of Measure	Catalog or List Price	Manufacturer PASS THRU Discount %	HIRE Contract Discount %	HIRE Contract Price
5584	DutyMaxx Short Sleeve, Navy, 4X	Elbeco	5584	21GN-00-CCEQ	Option 2	Each	\$110.88	0.00%	20.00%	\$88.70
5620LC	ADU Ripstop L/S Shirt, Black, S-XL	Elbeco	5620LC	21GN-00-CCEQ	Option 2	Each	\$65.90	0.00%	20.00%	\$52.72
5620LC	ADU Ripstop L/S Shirt, Black, 2X-3X	Elbeco	5620LC	21GN-00-CCEQ	Option 2	Each	\$79.08	0.00%	20.00%	\$63.26
5620LC	ADU Ripstop L/S Shirt, Black, 4X	Elbeco	5620LC	21GN-00-CCEQ	Option 2	Each	\$92.26	0.00%	20.00%	\$73.81
5622LC	ADU Ripstop L/S Shirt, Khaki, S-XL	Elbeco	5622LC	21GN-00-CCEQ	Option 2	Each	\$65.90	0.00%	20.00%	\$52.72
5622LC	ADU Ripstop L/S Shirt, Khaki, 2X-3X	Elbeco	5622LC	21GN-00-CCEQ	Option 2	Each	\$79.08	0.00%	20.00%	\$63.26
5622LC	ADU Ripstop L/S Shirt, Khaki, 4X	Elbeco	5622LC	21GN-00-CCEQ	Option 2	Each	\$92.26	0.00%	20.00%	\$73.81
5624LC	ADU Ripstop L/S Shirt, Navy, S-XL	Elbeco	5624LC	21GN-00-CCEQ	Option 2	Each	\$65.90	0.00%	20.00%	\$52.72
5624LC	ADU Ripstop L/S Shirt, Navy, 2X-3X	Elbeco	5624LC	21GN-00-CCEQ	Option 2	Each	\$79.08	0.00%	20.00%	\$63.26
5624LC	ADU Ripstop L/S Shirt, Navy, 4X	Elbeco	5624LC	21GN-00-CCEQ	Option 2	Each	\$92.26	0.00%	20.00%	\$73.81
5640LC	ADU Ripstop S/S Shirt, Black, S-XL	Elbeco	5640LC	21GN-00-CCEQ	Option 2	Each	\$61.70	0.00%	20.00%	\$49.36
5640LC	ADU Ripstop S/S Shirt, Black, 2X-3X	Elbeco	5640LC	21GN-00-CCEQ	Option 2	Each	\$77.52	0.00%	20.00%	\$62.02
5640LC	ADU Ripstop S/S Shirt, Black, 4X	Elbeco	5640LC	21GN-00-CCEQ	Option 2	Each	\$90.44	0.00%	20.00%	\$72.35
5642LC	ADU Ripstop S/S Shirt, Khaki, S-XL	Elbeco	5642LC	21GN-00-CCEQ	Option 2	Each	\$61.70	0.00%	20.00%	\$49.36
5642LC	ADU Ripstop S/S Shirt, Khaki, 2X-3X	Elbeco	5642LC	21GN-00-CCEQ	Option 2	Each	\$77.52	0.00%	20.00%	\$62.02
5642LC	ADU Ripstop S/S Shirt, Khaki, 4X	Elbeco	5642LC	21GN-00-CCEQ	Option 2	Each	\$90.44	0.00%	20.00%	\$72.35
5644LC	ADU Ripstop S/S Shirt, Navy, S-XL	Elbeco	5644LC	21GN-00-CCEQ	Option 2	Each	\$61.70	0.00%	20.00%	\$49.36
5644LC	ADU Ripstop S/S Shirt, Navy, 2X-3X	Elbeco	5644LC	21GN-00-CCEQ	Option 2	Each	\$77.52	0.00%	20.00%	\$62.02
5644LC	ADU Ripstop S/S Shirt, Navy, 4X	Elbeco	5644LC	21GN-00-CCEQ	Option 2	Each	\$90.44	0.00%	20.00%	\$72.35
584	DutyMaxx Long Sleeve, Navy, S to XL	Elbeco	584	21GN-00-CCEQ	Option 2	Each	\$86.90	0.00%	20.00%	\$69.52
584	DutyMaxx Long Sleeve, Navy, 2X to 3X	Elbeco	584	21GN-00-CCEQ	Option 2	Each	\$104.28	0.00%	20.00%	\$83.42
584	DutyMaxx Long Sleeve, Navy, 4X	Elbeco	584	21GN-00-CCEQ	Option 2	Each	\$121.66	0.00%	20.00%	\$97.33
7700	Regulation Base Layer Turtleneck, Navy, S to XL	Elbeco	7700	21GN-00-CCEQ	Option 2	Each	\$37.20	0.00%	20.00%	\$29.76
7700	Regulation Base Layer Turtleneck, Navy, 2X to 3X	Elbeco	7700	21GN-00-CCEQ	Option 2	Each	\$44.64	0.00%	20.00%	\$35.71
7700	Regulation Base Layer Turtleneck, Navy, 4X	Elbeco	7700	21GN-00-CCEQ	Option 2	Each	\$52.08	0.00%	20.00%	\$41.66

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840N	Distinction Long Sleeve, Navy, S to XL	Elbeco	840N	21GN-00-CCEQ	Option 2	Each	\$100.30	0.00%	20.00%	\$80.24
840N	Distinction Long Sleeve, Navy, 2X to 3X	Elbeco	840N	21GN-00-CCEQ	Option 2	Each	\$120.36	0.00%	20.00%	\$96.29
840N	Distinction Long Sleeve, Navy, 4X	Elbeco	840N	21GN-00-CCEQ	Option 2	Each	\$140.42	0.00%	20.00%	\$112.34
8600	Regulation Base Layer Mock Turtleneck, Navy, S to XL	Elbeco	8600	21GN-00-CCEQ	Option 2	Each	\$37.20	0.00%	20.00%	\$29.76
8600	Regulation Base Layer Mock Turtleneck, Navy, 2X to 3X	Elbeco	8600	21GN-00-CCEQ	Option 2	Each	\$44.64	0.00%	20.00%	\$35.71
8600	Regulation Base Layer Mock Turtleneck, Navy, 4X	Elbeco	8600	21GN-00-CCEQ	Option 2	Each	\$52.08	0.00%	20.00%	\$41.66
8840N	Distinction Short Sleeve, Navy, S to XL	Elbeco	8840N	21GN-00-CCEQ	Option 2	Each	\$95.70	0.00%	20.00%	\$76.56
8840N	Distinction Short Sleeve, Navy, 2X to 3X	Elbeco	8840N	21GN-00-CCEQ	Option 2	Each	\$114.84	0.00%	20.00%	\$91.87
8840N	Distinction Short Sleeve, Navy, 4X	Elbeco	8840N	21GN-00-CCEQ	Option 2	Each	\$133.98	0.00%	20.00%	\$107.18
8924	UFX Base Layer Mock Turtleneck, Navy, S to XL	Elbeco	8924	21GN-00-CCEQ	Option 2	Each	\$63.00	0.00%	20.00%	\$50.40
8924	UFX Base Layer Mock Turtleneck, Navy, 2X to 3X	Elbeco	8924	21GN-00-CCEQ	Option 2	Each	\$75.60	0.00%	20.00%	\$60.48
8924	UFX Base Layer Mock Turtleneck, Navy, 4X	Elbeco	8924	21GN-00-CCEQ	Option 2	Each	\$88.20	0.00%	20.00%	\$70.56
9312LCN	TexTrop L/S, Tan, S-XL	Elbeco	9312LCN	21GN-00-CCEQ	Option 2	Each	\$64.50	0.00%	20.00%	\$51.60
9312LCN	TexTrop L/S, Tan, 2X-3X	Elbeco	9312LCN	21GN-00-CCEQ	Option 2	Each	\$77.40	0.00%	20.00%	\$61.92
9312LCN	TexTrop L/S, Tan, 4X	Elbeco	9312LCN	21GN-00-CCEQ	Option 2	Each	\$90.30	0.00%	20.00%	\$72.24
9580LC	DutyMaxx L/S, White, S to XL	Elbeco	9580LC	21GN-00-CCEQ	Option 2	Each	\$84.60	0.00%	20.00%	\$67.68
9580LC	DutyMaxx L/S, White, 2X-3X	Elbeco	9580LC	21GN-00-CCEQ	Option 2	Each	\$101.52	0.00%	20.00%	\$81.22
9580LC	DutyMaxx L/S, White, 4X	Elbeco	9580LC	21GN-00-CCEQ	Option 2	Each	\$118.44	0.00%	20.00%	\$94.75
9581LC	DutyMaxx L/S, Gray, S to XL	Elbeco	9581LC	21GN-00-CCEQ	Option 2	Each	\$84.60	0.00%	20.00%	\$67.68
9581LC 9581LC		Elbeco Elbeco	9581LC 9581LC	21GN-00-CCEQ 21GN-00-CCEQ	Option 2	Each Each	\$101.52 \$118.44	0.00%	20.00%	\$81.22 \$94.75
9582LC	DutyMaxx L/S, Gray, 4X DutyMaxx L/S, Tan, S to XL	Elbeco	9582LC	21GN-00-CCEQ	Option 2 Option 2	Each	\$84.60	0.00%	20.00%	\$94.75 \$67.68
9582LC	DutyMaxx L/S, Tan, 2X-3X	Elbeco	9582LC	21GN-00-CCEQ	Option 2	Each	\$101.52	0.00%	20.00%	\$81.22
9582LC	DutyMaxx L/S, Tan, 4X	Elbeco	9582LC	21GN-00-CCEQ	Option 2	Each	\$118.44	0.00%	20.00%	\$94.75
9584LC	DutyMaxx L/S, Navy, S to XL	Elbeco	9584LC	21GN-00-CCEQ	Option 2	Each	\$86.90	0.00%	20.00%	\$69.52
9584LC	DutyMaxx L/S, Navy, 2X-3X	Elbeco	9584LC	21GN-00-CCEQ	Option 2	Each	\$104.28	0.00%	20.00%	\$83.42
9584LC	DutyMaxx L/S, Navy, 4X	Elbeco	9584LC	21GN-00-CCEQ	Option 2	Each	\$121.66	0.00%	20.00%	\$97.33
9586LC	<u> </u>	Elbeco	9586LC	21GN-00-CCEQ	Option 2	Each	\$84.60	0.00%	20.00%	\$67.68
9586LC	DutyMaxx L/S, Med Blue, 2X-3X	Elbeco	9586LC	21GN-00-CCEQ	Option 2	Each	\$101.52	0.00%	20.00%	\$81.22
9586LC	DutyMaxx L/S, Med Blue, 4X	Elbeco	9586LC	21GN-00-CCEQ	Option 2	Each	\$118.44	0.00%	20.00%	\$94.75
9589LC	DutyMaxx L/S, French Blue, S to XL	Elbeco	9589LC	21GN-00-CCEQ	Option 2	Each	\$84.60	0.00%	20.00%	\$67.68
9589LC	DutyMaxx L/S, French Blue, 2X-3X	Elbeco	9589LC	21GN-00-CCEQ	Option 2	Each	\$101.52	0.00%	20.00%	\$81.22
9589LC	DutyMaxx L/S, French Blue, 4X	Elbeco	9589LC	21GN-00-CCEQ	Option 2	Each	\$118.44	0.00%	20.00%	\$94.75

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9786LC	DutyMaxx S/S, Med Blue, S to XL	Elbeco	9786LC	21GN-00-CCEQ	Option 2	Each	\$77.00	0.00%	20.00%	\$61.60
9786LC	DutyMaxx S/S, Med Blue, 2X-3X	Elbeco	9786LC	21GN-00-CCEQ	Option 2	Each	\$92.40	0.00%	20.00%	\$73.92
9786LC	DutyMaxx S/S, Med Blue, 4X	Elbeco	9786LC	21GN-00-CCEQ	Option 2	Each	\$107.80	0.00%	20.00%	\$86.24
9789LC	DutyMaxx S/S, French Blue, S to XL	Elbeco	9789LC	21GN-00-CCEQ	Option 2	Each	\$77.00	0.00%	20.00%	\$61.60
9789LC	DutyMaxx S/S, French Blue, 2X-3X	Elbeco	9789LC	21GN-00-CCEQ	Option 2	Each	\$92.40	0.00%	20.00%	\$73.92
9789LC	DutyMaxx S/S, French Blue, 4X	Elbeco	9789LC	21GN-00-CCEQ	Option 2	Each	\$107.80	0.00%	20.00%	\$86.24
9812LCN	TexTrop2 L/S, Tan, S to XL	Elbeco	9812LCN	21GN-00-CCEQ	Option 2	Each	\$58.90	0.00%	20.00%	\$47.12
9812LCN	TexTrop2 L/S, Tan, 2X-3X	Elbeco	9812LCN	21GN-00-CCEQ	Option 2	Each	\$70.68	0.00%	20.00%	\$56.54
9812LCN	TexTrop2 L/S, Tan, 4X	Elbeco	9812LCN	21GN-00-CCEQ	Option 2	Each	\$82.46	0.00%	20.00%	\$65.97
E1360	Wool Blend Dress Pant, Navy, 28-42	Elbeco	E1360	21GN-00-CCEQ	Option 2	Each	\$124.50	0.00%	20.00%	\$99.60
E1360	Wool Blend Dress Pant, Navy, 44-50	Elbeco	E1360	21GN-00-CCEQ	Option 2	Each	\$136.95	0.00%	20.00%	\$109.56
E1360	Wool Blend Dress Pant, Navy, 52-54	Elbeco	E1360	21GN-00-CCEQ	Option 2	Each	\$149.40	0.00%	20.00%	\$119.52
E224RN	DutyMaxx Hidden Pkt Pant, Navy, 28-42	Elbeco	E224RN	21GN-00-CCEQ	Option 2	Each	\$110.80	0.00%	20.00%	\$88.64
E224RN	DutyMaxx Hidden Pkt Pant, Navy, 44-50	Elbeco	E224RN	21GN-00-CCEQ	Option 2	Each	\$121.88	0.00%	20.00%	\$97.50
E224RN	DutyMaxx Hidden Pkt Pant, Navy, 52-54	Elbeco	E224RN	21GN-00-CCEQ	Option 2	Each	\$132.96	0.00%	20.00%	\$106.37
E234RN	DutyMaxx Cargo, Navy, 28 to 42	Elbeco	E234RN	21GN-00-CCEQ	Option 2	Each	\$117.60	0.00%	20.00%	\$94.08
E234RN	DutyMaxx Cargo, Navy, 44 to 50	Elbeco	E234RN	21GN-00-CCEQ	Option 2	Each	\$129.36	0.00%	20.00%	\$103.49
E234RN	DutyMaxx Cargo, Navy, 52 to 54	Elbeco	E234RN	21GN-00-CCEQ	Option 2	Each	\$141.12	0.00%	20.00%	\$112.90
E245RN	DutyMaxx Hidden Pkt Pant, Brown, 28 to 42	Elbeco	E245RN	21GN-00-CCEQ	Option 2	Each	\$106.20	0.00%	20.00%	\$84.96
E245RN	DutyMaxx Hidden Pkt Pant, Brown, 44-50	Elbeco	E245RN	21GN-00-CCEQ	Option 2	Each	\$116.82	0.00%	20.00%	\$93.46
E245RN	DutyMaxx Hidden Pkt Pant, Brown, 52-54	Elbeco	E245RN	21GN-00-CCEQ	Option 2	Each	\$127.44	0.00%	20.00%	\$101.95
E254RN	DutyMaxx 4 Pocket Trouser, Navy, 28 to 42	Elbeco	E254RN	21GN-00-CCEQ	Option 2	Each	\$96.90	0.00%	20.00%	\$77.52
E254RN	DutyMaxx 4 Pocket Trouser, Navy, 44 to 50	Elbeco	E254RN	21GN-00-CCEQ	Option 2	Each	\$106.59	0.00%	20.00%	\$85.27
E254RN	DutyMaxx 4 Pocket Trouser, Navy, 52 to 54	Elbeco	E254RN	21GN-00-CCEQ	Option 2	Each	\$116.28	0.00%	20.00%	\$93.02
E255RN	DutyMaxx 4 Pocket Trouser, Brown, 28 to 42	Elbeco	E255RN	21GN-00-CCEQ	Option 2	Each	\$96.50	0.00%	20.00%	\$77.20
E255RN	DutyMaxx 4 Pocket Trouser, Brown, 44-50	Elbeco	E255RN	21GN-00-CCEQ	Option 2	Each	\$106.15	0.00%	20.00%	\$84.92
E255RN	DutyMaxx 4 Pocket Trouser, Brown, 52-54	Elbeco	E255RN	21GN-00-CCEQ	Option 2	Each	\$115.80	0.00%	20.00%	\$92.64

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E314RN	TexTrop2 4 Pocket Trouser, Navv. 28 to 42	Elbeco	E314RN	21GN-00-CCEQ	Option 2	Each	\$66.10	0.00%	20.00%	\$52.88
E314RN	TexTrop2 4 Pocket Trouser, Navy, 44 to 50	Elbeco	E314RN	21GN-00-CCEQ	Option 2	Each	\$72.71	0.00%	20.00%	\$58.17
E314RN	TexTrop2 4 Pocket Trouser, Navy, 52 to 54	Elbeco	E314RN	21GN-00-CCEQ	Option 2	Each	\$79.32	0.00%	20.00%	\$63.46
E315RN	TexTrop2 4 Pocket Trouser, Brown, 28-42	Elbeco	E315RN	21GN-00-CCEQ	Option 2	Each	\$66.10	0.00%	20.00%	\$52.88
E315RN	TexTrop2 4 Pocket Trouser, Brown, 44-50	Elbeco	E315RN	21GN-00-CCEQ	Option 2	Each	\$72.71	0.00%	20.00%	\$58.17
E315RN	TexTrop2 4 Pocket Trouser, Brown, 52-54	Elbeco	E315RN	21GN-00-CCEQ	Option 2	Each	\$79.32	0.00%	20.00%	\$63.46
E320RN	TexTrop2 4 Pocket Trouser, Black, 28-42	Elbeco	E320RN	21GN-00-CCEQ	Option 2	Each	\$66.10	0.00%	20.00%	\$52.88
E320RN	TexTrop2 4 Pocket Trouser, Black, 44-50	Elbeco	E320RN	21GN-00-CCEQ	Option 2	Each	\$72.71	0.00%	20.00%	\$58.17
E320RN	TexTrop2 4 Pocket Trouser, Black, 52-54	Elbeco	E320RN	21GN-00-CCEQ	Option 2	Each	\$79.32	0.00%	20.00%	\$63.46
E394R	TexTrop2 Hidden Pkt Cargo, Navy, 28-42	Elbeco	E394R	21GN-00-CCEQ	Option 2	Each	\$72.70	0.00%	20.00%	\$58.16
E394R	TexTrop2 Hidden Pkt Cargo, Navy, 44-50	Elbeco	E394R	21GN-00-CCEQ	Option 2	Each	\$79.97	0.00%	20.00%	\$63.98
E394R	TexTrop2 Hidden Pkt Cargo, Navy, 52-54	Elbeco	E394R	21GN-00-CCEQ	Option 2	Each	\$87.24	0.00%	20.00%	\$69.79
E4030RN	Distinction Cargo, Navy, 28 to 42	Elbeco	E4030	21GN-00-CCEQ	Option 2	Each	\$133.30	0.00%	20.00%	\$106.64
E4030RN	Distinction Cargo, Navy, 44 to 50	Elbeco	E4030	21GN-00-CCEQ	Option 2	Each	\$146.63	0.00%	20.00%	\$117.30
E4030RN	Distinction Cargo, Navy, 52 to 54	Elbeco	E4030	21GN-00-CCEQ	Option 2	Each	\$159.96	0.00%	20.00%	\$127.97
E444R	Distinction Hidden Pkt Cargo, Navy, 28-42	Elbeco	E444R	21GN-00-CCEQ	Option 2	Each	\$125.40	0.00%	20.00%	\$100.32
E444R	Distinction Hidden Pkt Cargo, Navy, 44-50	Elbeco	E444R	21GN-00-CCEQ	Option 2	Each	\$137.94	0.00%	20.00%	\$110.35
E444R	Distinction Hidden Pkt Cargo, Navy,52-54	Elbeco	E444R	21GN-00-CCEQ	Option 2	Each	\$150.48	0.00%	20.00%	\$120.38
E454R	Distinction Straight Front, Navy, 28-42	Elbeco	E454R	21GN-00-CCEQ	Option 2	Each	\$117.90	0.00%	20.00%	\$94.32
E454R	Distinction Straight Front, Navy, 44-50	Elbeco	E454R	21GN-00-CCEQ	Option 2	Each	\$129.69	0.00%	20.00%	\$103.75
E454R	Distinction Straight Front, Navy, 52-54	Elbeco	E454R	21GN-00-CCEQ	Option 2	Each	\$141.48	0.00%	20.00%	\$113.18
E494RN	Distinction 4 Pocket Trouser, Navy, 28 to 42	Elbeco	E494	21GN-00-CCEQ	Option 2	Each	\$117.90	0.00%	20.00%	\$94.32
E494RN	Distinction 4 Pocket Trouser, Navy, 44 to 50	Elbeco	E494	21GN-00-CCEQ	Option 2	Each	\$129.69	0.00%	20.00%	\$103.75
E494RN	Distinction 4 Pocket Trouser, Navy, 52 to 54	Elbeco	E494	21GN-00-CCEQ	Option 2	Each	\$141.48	0.00%	20.00%	\$113.18
E5700R		Elbeco	E5700R	21GN-00-CCEQ	Option 2	Each	\$67.40	0.00%	20.00%	\$53.92

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E5700R	ADU Ripstop Pant, Black, 44-50	Elbeco	E5700R	21GN-00-CCEQ	Option 2	Each	\$74.14	0.00%	20.00%	\$59.31
E5700R	ADU Ripstop Pant, Black, 52-54	Elbeco	E5700R	21GN-00-CCEQ	Option 2	Each	\$80.88	0.00%	20.00%	\$64.70
E5702R	ADU Ripstop Pant, Khaki, 28-42	Elbeco	E5702R	21GN-00-CCEQ	Option 2	Each	\$67.40	0.00%	20.00%	\$53.92
E5702R	ADU Ripstop Pant, Khaki, 44-50	Elbeco	E5702R	21GN-00-CCEQ	Option 2	Each	\$74.14	0.00%	20.00%	\$59.31
E5702R	ADU Ripstop Pant, Khaki, 52-54	Elbeco	E5702R	21GN-00-CCEQ	Option 2	Each	\$80.88	0.00%	20.00%	\$64.70
E5704R	ADU Ripstop Pant, Navy, 28-42	Elbeco	E5704R	21GN-00-CCEQ	Option 2	Each	\$67.40	0.00%	20.00%	\$53.92
E5704R	ADU Ripstop Pant, Navy, 44-50	Elbeco	E5704R	21GN-00-CCEQ	Option 2	Each	\$74.14	0.00%	20.00%	\$59.31
E5704R	ADU Ripstop Pant, Navy, 52-54	Elbeco	E5704R	21GN-00-CCEQ	Option 2	Each	\$80.88	0.00%	20.00%	\$64.70
E5710LC	ADU Ripstop Pant, Black, 28-42	Elbeco	E5710LC	21GN-00-CCEQ	Option 2	Each	\$67.40	0.00%	20.00%	\$53.92
E5710LC	ADU Ripstop Pant, Black, 44-50	Elbeco	E5710LC	21GN-00-CCEQ	Option 2	Each	\$74.14	0.00%	20.00%	\$59.31
E5710LC	ADU Ripstop Pant, Black, 52-54	Elbeco	E5710LC	21GN-00-CCEQ	Option 2	Each	\$80.88	0.00%	20.00%	\$64.70
E5712LC	ADU Ripstop Pant, Khaki, 28-42	Elbeco	E5712LC	21GN-00-CCEQ	Option 2	Each	\$67.40	0.00%	20.00%	\$53.92
E5712LC	ADU Ripstop Pant, Khaki, 44-50	Elbeco	E5712LC	21GN-00-CCEQ	Option 2	Each	\$74.14	0.00%	20.00%	\$59.31
E5712LC	ADU Ripstop Pant, Khaki, 52-54	Elbeco	E5712LC	21GN-00-CCEQ	Option 2	Each	\$80.88	0.00%	20.00%	\$64.70
E5714LC	ADU Ripstop Pant, Navy, 28-42	Elbeco	E5714LC	21GN-00-CCEQ	Option 2	Each	\$67.40	0.00%	20.00%	\$53.92
E5714LC	ADU Ripstop Pant, Navy, 44-50	Elbeco	E5714LC	21GN-00-CCEQ	Option 2	Each	\$74.14	0.00%	20.00%	\$59.31
E5714LC	ADU Ripstop Pant, Navy, 52-54	Elbeco	E5714LC	21GN-00-CCEQ	Option 2	Each	\$80.88	0.00%	20.00%	\$64.70
E5724R	ADU Ripstop EMT Pant, Navy, 28-42	Elbeco	E5724R	21GN-00-CCEQ	Option 2	Each	\$79.70	0.00%	20.00%	\$63.76
E5724R	ADU Ripstop EMT Pant, Navy, 44-50	Elbeco	E5724R	21GN-00-CCEQ	Option 2	Each	\$87.67	0.00%	20.00%	\$70.14
E5724R	ADU Ripstop EMT Pant, Navy, 52-54	Elbeco	E5724R	21GN-00-CCEQ	Option 2	Each	\$95.64	0.00%	20.00%	\$76.51
E5734LC	ADU Ripstop EMT Pant, Navy, 28-42	Elbeco	E5734LC	21GN-00-CCEQ	Option 2	Each	\$79.70	0.00%	20.00%	\$63.76
E5734LC	ADU Ripstop EMT Pant, Navy, 44-50	Elbeco	E5734LC	21GN-00-CCEQ	Option 2	Each	\$87.67	0.00%	20.00%	\$70.14
E5734LC	ADU Ripstop EMT Pant, Navy, 52-54	Elbeco	E5734LC	21GN-00-CCEQ	Option 2	Each	\$95.64	0.00%	20.00%	\$76.51
E8875RN	TexTrop2 Cargo, Navy, 28 to 42	Elbeco	E8875RN	21GN-00-CCEQ	Option 2	Each	\$79.50	0.00%	20.00%	\$63.60
E8875RN	TexTrop2 Cargo, Navy, 44 to 50	Elbeco	E8875RN	21GN-00-CCEQ	Option 2	Each	\$87.45	0.00%	20.00%	\$69.96

Contractor Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Category Number (as per DHS AEL)	Discount Category Option 1 <u>or</u> Option 2	Unit of Measure	Catalog or List Price	Manufacturer PASS THRU Discount %	HIRE Contract Discount %	HIRE Contract Price
E8875RN	TexTrop2 Cargo, Navy, 52 to 54	Elbeco	E8875RN	21GN-00-CCEQ	Option 2	Each	\$95.40	0.00%	20.00%	\$76.32
E8876LC	TexTrop2 Cargo, Navy, 28 to 42	Elbeco	E8876LC	21GN-00-CCEQ	Option 2	Each	\$79.50	0.00%	20.00%	\$63.60
E8876LC	TexTrop2 Cargo, Navy, 44 to 50	Elbeco	E8876LC	21GN-00-CCEQ	Option 2	Each	\$87.45	0.00%	20.00%	\$69.96
E8876LC	TexTrop2 Cargo, Navy, 52 to 54	Elbeco	E8876LC	21GN-00-CCEQ	Option 2	Each	\$95.40	0.00%	20.00%	\$76.32
E8907RN	Top Authority Plus Pant w/ Stripe, Navy, 28-42	Elbeco	E8907RN	21GN-00-CCEQ	Option 2	Each	\$84.30	0.00%	20.00%	\$67.44
E8907RN	Top Authority Plus Pant w/ Stripe, Navy, 44-50	Elbeco	E8907RN	21GN-00-CCEQ	Option 2	Each	\$92.73	0.00%	20.00%	\$74.18
E8907RN	Top Authority Plus Pant w/ Stripe, Navy, 52-54	Elbeco	E8907RN	21GN-00-CCEQ	Option 2	Each	\$101.16	0.00%	20.00%	\$80.93
E8930LC	Top Authority 6 Pkt Pant, Navy, 28-42	Elbeco	E8930LC	21GN-00-CCEQ	Option 2	Each	\$84.90	0.00%	20.00%	\$67.92
E8930LC	Top Authority 6 Pkt Pant, Navy, 44-50	Elbeco	E8930LC	21GN-00-CCEQ	Option 2	Each	\$93.39	0.00%	20.00%	\$74.71
E8930LC	Top Authority 6 Pkt Pant, Navy, 52-54	Elbeco	E8930LC	21GN-00-CCEQ	Option 2	Each	\$101.88	0.00%	20.00%	\$81.50
E8941	Top Authority Pant, Navy, 28-42	Elbeco	E8941	21GN-00-CCEQ	Option 2	Each	\$73.50	0.00%	20.00%	\$58.80
E8941	Top Authority Pant, Navy, 44-50	Elbeco	E8941	21GN-00-CCEQ	Option 2	Each	\$80.85	0.00%	20.00%	\$64.68
E8941	Top Authority Pant, Navy, 52-54	Elbeco	E8941	21GN-00-CCEQ	Option 2	Each	\$88.20	0.00%	20.00%	\$70.56
E8945LC	Top Authority Pant, Navy, 28-42	Elbeco	E8945LC	21GN-00-CCEQ	Option 2	Each	\$73.50	0.00%	20.00%	\$58.80
E8945LC	Top Authority Pant, Navy, 44-50	Elbeco	E8945LC	21GN-00-CCEQ	Option 2	Each	\$80.85	0.00%	20.00%	\$64.68
E8945LC	Top Authority Pant, Navy, 52-54	Elbeco	E8945LC	21GN-00-CCEQ	Option 2	Each	\$88.20	0.00%	20.00%	\$70.56
E8950RN	Top Authority Plus Pant, Navy, 28-42	Elbeco	E8950RN	21GN-00-CCEQ	Option 2	Each	\$73.80	0.00%	20.00%	\$59.04
E8950RN	Top Authority Plus Pant, Navy, 44-50	Elbeco	E8950RN	21GN-00-CCEQ	Option 2	Each	\$81.18	0.00%	20.00%	\$64.94
E8950RN	Top Authority Plus Pant, Navy, 52-54	Elbeco	E8950RN	21GN-00-CCEQ	Option 2	Each	\$88.56	0.00%	20.00%	\$70.85
E9224LC	DutyMaxx Hidden Pkt Pant, Navy, 28-42	Elbeco	E9224LC	21GN-00-CCEQ	Option 2	Each	\$110.80	0.00%	20.00%	\$88.64
E9224LC	DutyMaxx Hidden Pkt Pant, Navy, 44-50	Elbeco	E9224LC	21GN-00-CCEQ	Option 2	Each	\$121.88	0.00%	20.00%	\$97.50
E9224LC	DutyMaxx Hidden Pkt Pant, Navy, 52-54	Elbeco	E9224LC	21GN-00-CCEQ	Option 2	Each	\$132.96	0.00%	20.00%	\$106.37
E9234LC	DutyMaxx Cargo, Navy, 28-42	Elbeco	E9234LC	21GN-00-CCEQ	Option 2	Each	\$117.60	0.00%	20.00%	\$94.08
E9234LC	DutyMaxx Cargo, Navy, 44-50	Elbeco	E9234LC	21GN-00-CCEQ	Option 2	Each	\$129.36	0.00%	20.00%	\$103.49
E9234LC	DutyMaxx Cargo, Navy, 52-54	Elbeco	E9234LC	21GN-00-CCEQ	Option 2	Each	\$141.12	0.00%	20.00%	\$112.90
E9245LC	DutyMaxx Hidden Pkt Pant, Brown, 28-42	Elbeco	E9245LC	21GN-00-CCEQ	Option 2	Each	\$106.20	0.00%	20.00%	\$84.96
E9245LC	DutyMaxx Hidden Pkt Pant, Brown, 44-50	Elbeco	E9245LC	21GN-00-CCEQ	Option 2	Each	\$116.82	0.00%	20.00%	\$93.46

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E9245LC	DutyMaxx Hidden Pkt Pant, Brown, 52-54	Elbeco	E9245LC	21GN-00-CCEQ	Option 2	Each	\$127.44	0.00%	20.00%	\$101.95
E9254LC	DutyMaxx Hidden Pkt Pant, Navy, 28-42	Elbeco	E9254LC	21GN-00-CCEQ	Option 2	Each	\$96.90	0.00%	20.00%	\$77.52
E9254LC	DutyMaxx Hidden Pkt Pant, Navy, 44-50	Elbeco	E9254LC	21GN-00-CCEQ	Option 2	Each	\$106.59	0.00%	20.00%	\$85.27
E9254LC	DutyMaxx Hidden Pkt Pant, Navy, 52-54	Elbeco	E9254LC	21GN-00-CCEQ	Option 2	Each	\$116.28	0.00%	20.00%	\$93.02
E9255LC	DutyMaxx 4 Pocket Trouser, Brown, 28-42	Elbeco	E9255LC	21GN-00-CCEQ	Option 2	Each	\$96.50	0.00%	20.00%	\$77.20
E9255LC	DutyMaxx 4 Pocket Trouser, Brown, 44-50	Elbeco	E9255LC	21GN-00-CCEQ	Option 2	Each	\$106.15	0.00%	20.00%	\$84.92
E9255LC	DutyMaxx 4 Pocket Trouser, Brown, 52-54	Elbeco	E9255LC	21GN-00-CCEQ	Option 2	Each	\$115.80	0.00%	20.00%	\$92.64
E9314LC	TexTrop2 4 Pkt Pant, Navy, 28- 42	Elbeco	E9314LC	21GN-00-CCEQ	Option 2	Each	\$66.10	0.00%	20.00%	\$52.88
E9314LC	TexTrop2 4 Pkt Pant, Navy, 44-50	Elbeco	E9314LC	21GN-00-CCEQ	Option 2	Each	\$72.71	0.00%	20.00%	\$58.17
E9314LC	TexTrop2 4 Pkt Pant, Navy, 52- 54	Elbeco	E9314LC	21GN-00-CCEQ	Option 2	Each	\$79.32	0.00%	20.00%	\$63.46
E9315LC	Women's 4 Pkt Pant, Brown, 28-42	Elbeco	E9315LC	21GN-00-CCEQ	Option 2	Each	\$66.10	0.00%	20.00%	\$52.88
E9315LC	Women's 4 Pkt Pant, Brown, 44-50	Elbeco	E9315LC	21GN-00-CCEQ	Option 2	Each	\$72.71	0.00%	20.00%	\$58.17
E9315LC	Women's 4 Pkt Pant, Brown, 52-54	Elbeco	E9315LC	21GN-00-CCEQ	Option 2	Each	\$79.32	0.00%	20.00%	\$63.46
E9320LC	Women's 4 Pkt Pant, Black, 28-42	Elbeco	E9320LC	21GN-00-CCEQ	Option 2	Each	\$66.10	0.00%	20.00%	\$52.88
E9320LC	Women's 4 Pkt Pant, Black, 44-50	Elbeco	E9320LC	21GN-00-CCEQ	Option 2	Each	\$72.71	0.00%	20.00%	\$58.17
E9320LC	Women's 4 Pkt Pant, Black, 52-54	Elbeco	E9320LC	21GN-00-CCEQ	Option 2	Each	\$79.32	0.00%	20.00%	\$63.46
E9394LC	TexTrop2 Hidden Pkt Cargo, Navv. 28-42	Elbeco	E9394LC	21GN-00-CCEQ	Option 2	Each	\$72.70	0.00%	20.00%	\$58.16
E9394LC	TexTrop2 Hidden Pkt Cargo, Navy, 44-50	Elbeco	E9394LC	21GN-00-CCEQ	Option 2	Each	\$79.97	0.00%	20.00%	\$63.98
E9394LC	TexTrop2 Hidden Pkt Cargo, Navy, 52-54	Elbeco	E9394LC	21GN-00-CCEQ	Option 2	Each	\$87.24	0.00%	20.00%	\$69.79
K5130	UFX Tactical S/S Polo, White, S-	Elbeco	K5130	21GN-00-CCEQ	Option 2	Each	\$53.10	0.00%	20.00%	\$42.48
K5130	UFX Tactical S/S Polo, White, 2X-3X	Elbeco	K5130	21GN-00-CCEQ	Option 2	Each	\$63.72	0.00%	20.00%	\$50.98
K5130	UFX Tactical S/S Polo, White, 4X	Elbeco	K5130	21GN-00-CCEQ	Option 2	Each	\$74.34	0.00%	20.00%	\$59.47
K5131	UFX Tactical S/S Polo, Black, S-XL	Elbeco	K5131	21GN-00-CCEQ	Option 2	Each	\$53.10	0.00%	20.00%	\$42.48
K5131	UFX Tactical S/S Polo, Black, 2X-3X	Elbeco	K5131	21GN-00-CCEQ	Option 2	Each	\$63.72	0.00%	20.00%	\$50.98
K5131	UFX Tactical S/S Polo, Black, 4X	Elbeco	K5131	21GN-00-CCEQ	Option 2	Each	\$74.34	0.00%	20.00%	\$59.47

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K5132	UFX Tactical S/S Polo, Tan, S-XL	Elbeco	K5132	21GN-00-CCEQ	Option 2	Each	\$53.10	0.00%	20.00%	\$42.48
K5132	UFX Tactical S/S Polo, Tan, 2X-3X	Elbeco	K5132	21GN-00-CCEQ	Option 2	Each	\$63.72	0.00%	20.00%	\$50.98
K5132	UFX Tactical S/S Polo, Tan, 4X	Elbeco	K5132	21GN-00-CCEQ	Option 2	Each	\$74.34	0.00%	20.00%	\$59.47
K5134	UFX Performance Short Sleeve Tactical Polo, Navy, S to XL	Elbeco	K5134	21GN-00-CCEQ	Option 2	Each	\$53.10	0.00%	20.00%	\$42.48
K5134	UFX Performance Short Sleeve Tactical Polo, Navy, 2X to 3X	Elbeco	K5134	21GN-00-CCEQ	Option 2	Each	\$63.72	0.00%	20.00%	\$50.98
K5134	UFX Performance Short Sleeve Tactical Polo, Navy, 4X	Elbeco	K5134	21GN-00-CCEQ	Option 2	Each	\$74.34	0.00%	20.00%	\$59.47
K5140	UFX Tactical L/S Polo, White, S-XL	Elbeco	K5140	21GN-00-CCEQ	Option 2	Each	\$58.80	0.00%	20.00%	\$47.04
K5140	UFX Tactical L/S Polo, White, 2X-3X	Elbeco	K5140	21GN-00-CCEQ	Option 2	Each	\$70.56	0.00%	20.00%	\$56.45
K5140	UFX Tactical L/S Polo, White, 4X	Elbeco	K5140	21GN-00-CCEQ	Option 2	Each	\$82.32	0.00%	20.00%	\$65.86
K5141	UFX Tactical L/S Polo, Black, S-XL	Elbeco	K5141	21GN-00-CCEQ	Option 2	Each	\$58.80	0.00%	20.00%	\$47.04
K5141	UFX Tactical L/S Polo, Black, 2X-3X	Elbeco	K5141	21GN-00-CCEQ	Option 2	Each	\$70.56	0.00%	20.00%	\$56.45
K5141	UFX Tactical L/S Polo, Black, 4X	Elbeco	K5141	21GN-00-CCEQ	Option 2	Each	\$82.32	0.00%	20.00%	\$65.86
K5142	UFX Tactical L/S Polo, Tan, S-XL	Elbeco	K5142	21GN-00-CCEQ	Option 2	Each	\$58.80	0.00%	20.00%	\$47.04
K5142	UFX Tactical L/S Polo, Tan, 2X-3X	Elbeco	K5142	21GN-00-CCEQ	Option 2	Each	\$70.56	0.00%	20.00%	\$56.45
K5142	UFX Tactical L/S Polo, Tan, 4X	Elbeco	K5142	21GN-00-CCEQ	Option 2	Each	\$82.32	0.00%	20.00%	\$65.86
K5144	UFX Performance Long Sleeve Tactical Polo, Navy, S to XL	Elbeco	K5144	21GN-00-CCEQ	Option 2	Each	\$58.80	0.00%	20.00%	\$47.04
K5144	UFX Performance Long Sleeve Tactical Polo, Navy, 2X to 3X	Elbeco	K5144	21GN-00-CCEQ	Option 2	Each	\$70.56	0.00%	20.00%	\$56.45
K5144	UFX Performance Long Sleeve Tactical Polo, Navy, 4X	Elbeco	K5144	21GN-00-CCEQ	Option 2	Each	\$82.32	0.00%	20.00%	\$65.86
K5213	UFX Ultra Light S/S Polo, Royal/Navy, S-XL	Elbeco	K5213	21GN-00-CCEQ	Option 2	Each	\$70.00	0.00%	20.00%	\$56.00
K5213	UFX Ultra Light S/S Polo, Royal/Navy, 2X-3X	Elbeco	K5213	21GN-00-CCEQ	Option 2	Each	\$84.00	0.00%	20.00%	\$67.20
K5213	UFX Ultra Light S/S Polo, Royal/Navy, 4X	Elbeco	K5213	21GN-00-CCEQ	Option 2	Each	\$98.00	0.00%	20.00%	\$78.40
K5214	UFX Ultra Light Polo, HiVis/Navy, S-XL	Elbeco	K5214	01ZA-06-VEST	Option 2	Each	\$70.00	0.00%	20.00%	\$56.00
K5214	UFX Ultra Light Polo, HiVis/Navy, 2X-3X	Elbeco	K5214	01ZA-06-VEST	Option 2	Each	\$84.00	0.00%	20.00%	\$67.20

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K5214	UFX Ultra Light Polo, HiVis/Navy, 4X	Elbeco	K5214	01ZA-06-VEST	Option 2	Each	\$98.00	0.00%	20.00%	\$78.40
K5216	UFX Ultra Light S/S Polo, HiVis, S-XL	Elbeco	K5216	01ZA-06-VEST	Option 2	Each	\$92.60	0.00%	20.00%	\$74.08
K5216	UFX Ultra Light S/S Polo, HiVis, 2X-3X	Elbeco	K5216	01ZA-06-VEST	Option 2	Each	\$111.12	0.00%	20.00%	\$88.90
K5216	UFX Ultra Light S/S Polo, HiVis, 4X	Elbeco	K5216	01ZA-06-VEST	Option 2	Each	\$129.64	0.00%	20.00%	\$103.71
K5223	UFX Ultra Light L/S Polo, Royal/Navy, S-XL	Elbeco	K5223	21GN-00-CCEQ	Option 2	Each	\$82.30	0.00%	20.00%	\$65.84
K5223	UFX Ultra Light L/S Polo, Royal/Navy, 2X-3X	Elbeco	K5223	21GN-00-CCEQ	Option 2	Each	\$98.76	0.00%	20.00%	\$79.01
K5223	UFX Ultra Light L/S Polo, Royal/Navy, 4X	Elbeco	K5223	21GN-00-CCEQ	Option 2	Each	\$115.22	0.00%	20.00%	\$92.18
K5224	UFX Ultra Light L/S Polo, HiVis/Navy, S-XL	Elbeco	K5224	01ZA-06-VEST	Option 2	Each	\$82.30	0.00%	20.00%	\$65.84
K5224	UFX Ultra Light L/S Polo, HiVis/Navy, 2X-3X	Elbeco	K5224	01ZA-06-VEST	Option 2	Each	\$98.76	0.00%	20.00%	\$79.01
K5224	UFX Ultra Light L/S Polo, HiVis/Navy, 4X	Elbeco	K5224	01ZA-06-VEST	Option 2	Each	\$115.22	0.00%	20.00%	\$92.18
K5226	UFX Ultra Light L/S Polo, HiVis, S-XL	Elbeco	K5226	01ZA-06-VEST	Option 2	Each	\$102.90	0.00%	20.00%	\$82.32
K5226	UFX Ultra Light L/S Polo, HiVis, 2X-3X	Elbeco	K5226	01ZA-06-VEST	Option 2	Each	\$123.48	0.00%	20.00%	\$98.78
K5226	UFX Ultra Light L/S Polo, HiVis, 4X	Elbeco	K5226	01ZA-06-VEST	Option 2	Each	\$144.06	0.00%	20.00%	\$115.25
K5234	UFX Ultra Light Polo, Navy, S to XL	Elbeco	K5234	21GN-00-CCEQ	Option 2	Each	\$51.90	0.00%	20.00%	\$41.52
K5234	UFX Ultra Light Polo, Navy, 2X to 3X	Elbeco	K5234	21GN-00-CCEQ	Option 2	Each	\$62.28	0.00%	20.00%	\$49.82
K5234	UFX Ultra Light Polo, Navy, 4X	Elbeco	K5234	21GN-00-CCEQ	Option 2	Each	\$72.66	0.00%	20.00%	\$58.13
K5274LC	UFX Ultra Light Polo, Navy, S to XL	Elbeco	K5274LC	21GN-00-CCEQ	Option 2	Each	\$51.90	0.00%	20.00%	\$41.52
K5274LC	UFX Ultra Light Polo, Navy, 2X-3X	Elbeco	K5274LC	21GN-00-CCEQ	Option 2	Each	\$62.28	0.00%	20.00%	\$49.82
K5274LC	UFX Ultra Light Polo, Navy, 4X	Elbeco	K5274LC	21GN-00-CCEQ	Option 2	Each	\$72.66	0.00%	20.00%	\$58.13
P801LC	Paragon Plus L/S, White, S to XL	Elbeco	P801LC	21GN-00-CCEQ	Option 2	Each	\$54.40	0.00%	20.00%	\$43.52
P801LC	Paragon Plus L/S, White, 2X-3X	Elbeco	P801LC	21GN-00-CCEQ	Option 2	Each	\$65.28	0.00%	20.00%	\$52.22
P801LC	Paragon Plus L/S, White, 4X	Elbeco	P801LC	21GN-00-CCEQ	Option 2	Each	\$76.16	0.00%	20.00%	\$60.93
P802LC	Paragon Plus L/S, Blue, S to XL	Elbeco	P802LC	21GN-00-CCEQ	Option 2	Each	\$54.40	0.00%	20.00%	\$43.52
P802LC	Paragon Plus L/S, Blue, 2X-3X	Elbeco	P802LC	21GN-00-CCEQ	Option 2	Each	\$65.28	0.00%	20.00%	\$52.22
P802LC	Paragon Plus L/S, Blue, 4X	Elbeco	P802LC	21GN-00-CCEQ	Option 2	Each	\$76.16	0.00%	20.00%	\$60.93
P811LC	Paragon Plus S/S, White, S to XL	Elbeco	P811LC	21GN-00-CCEQ	Option 2	Each	\$47.30	0.00%	20.00%	\$37.84
P811LC	Paragon Plus S/S, White, 2X-3X	Elbeco	P811LC	21GN-00-CCEQ	Option 2	Each	\$56.76	0.00%	20.00%	\$45.41
P811LC	Paragon Plus S/S, White, 4X	Elbeco	P811LC	21GN-00-CCEQ	Option 2	Each	\$66.22	0.00%	20.00%	\$52.98

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P812LC	Paragon Plus S/S, Blue, S to XL	Elbeco	P812LC	21GN-00-CCEQ	Option 2	Each	\$47.30	0.00%	20.00%	\$37.84
P812LC	Paragon Plus S/S, Blue, 2X-3X	Elbeco	P812LC	21GN-00-CCEQ	Option 2	Each	\$56.76	0.00%	20.00%	\$45.41
P812LC	Paragon Plus S/S, Blue, 4X	Elbeco	P812LC	21GN-00-CCEQ	Option 2	Each	\$66.22	0.00%	20.00%	\$52.98
P867	Paragon Plus S/S, White, S to XL	Elbeco	P867	21GN-00-CCEQ	Option 2	Each	\$47.30	0.00%	20.00%	\$37.84
P867	Paragon Plus S/S, White, 2X-3X	Elbeco	P867	21GN-00-CCEQ	Option 2	Each	\$56.76	0.00%	20.00%	\$45.41
P867	Paragon Plus S/S, White, 4X	Elbeco	P867	21GN-00-CCEQ	Option 2	Each	\$66.22	0.00%	20.00%	\$52.98
P868	Paragon Plus S/S, Blue, S to XL	Elbeco	P868	21GN-00-CCEQ	Option 2	Each	\$47.30	0.00%	20.00%	\$37.84
P868	Paragon Plus S/S, Blue, 2X-3X	Elbeco	P868	21GN-00-CCEQ	Option 2	Each	\$56.76	0.00%	20.00%	\$45.41
P868	Paragon Plus S/S, Blue, 4X	Elbeco	P868	21GN-00-CCEQ	Option 2	Each	\$66.22	0.00%	20.00%	\$52.98
P877	Paragon Plus L/S, White, S to XL	Elbeco	P877	21GN-00-CCEQ	Option 2	Each	\$54.40	0.00%	20.00%	\$43.52
P877	Paragon Plus L/S, White, 2X-3X	Elbeco	P877	21GN-00-CCEQ	Option 2	Each	\$65.28	0.00%	20.00%	\$52.22
P877	Paragon Plus L/S, White, 4X	Elbeco	P877	21GN-00-CCEQ	Option 2	Each	\$76.16	0.00%	20.00%	\$60.93
P878	Paragon Plus L/S, Blue, S to XL	Elbeco	P878	21GN-00-CCEQ	Option 2	Each	\$54.40	0.00%	20.00%	\$43.52
P878	Paragon Plus L/S, Blue, 2X-3X	Elbeco	P878	21GN-00-CCEQ	Option 2	Each	\$65.28	0.00%	20.00%	\$52.22
P878	Paragon Plus L/S, Blue, 4X	Elbeco	P878	21GN-00-CCEQ	Option 2	Each	\$76.16	0.00%	20.00%	\$60.93
SH3200	Duty Jacket, Black, S-L	Elbeco	SH3200	21GN-00-CCEQ	Option 2	Each	\$263.30	0.00%	20.00%	\$210.64
SH3200	Duty Jacket, Black, XL	Elbeco	SH3200	21GN-00-CCEQ	Option 2	Each	\$289.63	0.00%	20.00%	\$231.70
SH3200	Duty Jacket, Black, 2X	Elbeco	SH3200	21GN-00-CCEQ	Option 2	Each	\$315.96	0.00%	20.00%	\$252.77
SH3200	Duty Jacket, Black, 3X	Elbeco	SH3200	21GN-00-CCEQ	Option 2	Each	\$342.29	0.00%	20.00%	\$273.83
SH3200	Duty Jacket, Black, 4X	Elbeco	SH3200	21GN-00-CCEQ	Option 2	Each	\$368.62	0.00%	20.00%	\$294.90
SH3204	Shield Duty Jacket, Navy, S-L	Elbeco	SH3204	21GN-00-CCEQ	Option 2	Each	\$263.30	0.00%	20.00%	\$210.64
SH3204	Shield Duty Jacket, Navy, XL	Elbeco	SH3204	21GN-00-CCEQ	Option 2	Each	\$289.63	0.00%	20.00%	\$231.70
SH3204	Shield Duty Jacket, Navy, 2X	Elbeco	SH3204	21GN-00-CCEQ	Option 2	Each	\$315.96	0.00%	20.00%	\$252.77
SH3204	Shield Duty Jacket, Navy, 3X	Elbeco	SH3204	21GN-00-CCEQ	Option 2	Each	\$342.29	0.00%	20.00%	\$273.83
SH3204	Shield Duty Jacket, Navy, 4X	Elbeco	SH3204	21GN-00-CCEQ	Option 2	Each	\$368.62	0.00%	20.00%	\$294.90
SH3304P	Duty Parka, Parka, Navy, S-L	Elbeco	SH3304P	21GN-00-CCEQ	Option 2	Each	\$335.60	0.00%	20.00%	\$268.48
SH3304P	Duty Parka, Parka, Navy, XL	Elbeco	SH3304P	21GN-00-CCEQ	Option 2	Each	\$369.16	0.00%	20.00%	\$295.33
SH3304P	Duty Parka, Parka, Navy, 2X	Elbeco	SH3304P	21GN-00-CCEQ	Option 2	Each	\$402.72	0.00%	20.00%	\$322.18
SH3304P	Duty Parka, Parka, Navy, 3X	Elbeco	SH3304P	21GN-00-CCEQ	Option 2	Each	\$436.28	0.00%	20.00%	\$349.02
SH3304P	Duty Parka, Parka, Navy, 4X	Elbeco	SH3304P	21GN-00-CCEQ	Option 2	Each	\$469.84	0.00%	20.00%	\$375.87
SH3404	Shield Hi Visibility Parka, ANSI 107-2010 Class 3, S to L	Elbeco	SH3404	01ZA-06-VEST	Option 2	Each	\$317.50	0.00%	20.00%	\$254.00
SH3404	Shield Hi Visibility Parka, ANSI 107-2010 Class 3, XL	Elbeco	SH3404	01ZA-06-VEST	Option 2	Each	\$349.25	0.00%	20.00%	\$279.40
SH3404	Shield Hi Visibility Parka, ANSI 107-2010 Class 3, 2X	Elbeco	SH3404	01ZA-06-VEST	Option 2	Each	\$381.00	0.00%	20.00%	\$304.80
SH3404	Shield Hi Visibility Parka, ANSI 107-2010 Class 3, 3X	Elbeco	SH3404	01ZA-06-VEST	Option 2	Each	\$412.75	0.00%	20.00%	\$330.20
SH3404	Shield Hi Visibility Parka, ANSI 107-2010 Class 3, 4X	Elbeco	SH3404	21GN-00-CCEQ	Option 2	Each	\$444.50	0.00%	20.00%	\$355.60

Contractor Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Category Number (as per DHS AEL)	Discount Category Option 1 <u>or</u> Option 2	Unit of Measure	Catalog or List Price	Manufacturer PASS THRU Discount %	HIRE Contract Discount %	HIRE Contract Price
SH3500	Performance Soft Shell, Black, S-L	Elbeco	SH3500	21GN-00-CCEQ	Option 2	Each	\$156.70	0.00%	20.00%	\$125.36
SH3500	Performance Soft Shell, Black, XL	Elbeco	SH3500	21GN-00-CCEQ	Option 2	Each	\$172.37	0.00%	20.00%	\$137.90
SH3500	Performance Soft Shell, Black, 2X	Elbeco	SH3500	21GN-00-CCEQ	Option 2	Each	\$188.04	0.00%	20.00%	\$150.43
SH3500	Performance Soft Shell, Black, 3X	Elbeco	SH3500	21GN-00-CCEQ	Option 2	Each	\$203.71	0.00%	20.00%	\$162.97
SH3500	Performance Soft Shell, Black, 4X	Elbeco	SH3500	21GN-00-CCEQ	Option 2	Each	\$219.38	0.00%	20.00%	\$175.50
SH3504	Performance Soft Shell, Navy, S-L	Elbeco	SH3504	21GN-00-CCEQ	Option 2	Each	\$156.70	0.00%	20.00%	\$125.36
SH3504	Performance Soft Shell, Navy, XL	Elbeco	SH3504	21GN-00-CCEQ	Option 2	Each	\$172.37	0.00%	20.00%	\$137.90
SH3504	Performance Soft Shell, Navy, 2X	Elbeco	SH3504	21GN-00-CCEQ	Option 2	Each	\$188.04	0.00%	20.00%	\$150.43
SH3504	Performance Soft Shell, Navy, 3X	Elbeco	SH3504	21GN-00-CCEQ	Option 2	Each	\$203.71	0.00%	20.00%	\$162.97
SH3504	Performance Soft Shell, Navy, 4X	Elbeco	SH3504	21GN-00-CCEQ	Option 2	Each	\$219.38	0.00%	20.00%	\$175.50
SH3504	Shield Performance Shell, Navy, S-L	Elbeco	SH3504	21GN-00-CCEQ	Option 2	Each	\$156.70	0.00%	20.00%	\$125.36
SH3504	Shield Performance Shell, Navy, XL	Elbeco	SH3504	21GN-00-CCEQ	Option 2	Each	\$172.37	0.00%	20.00%	\$137.90
SH3504	Shield Performance Shell, Navy, 2X	Elbeco	SH3504	21GN-00-CCEQ	Option 2	Each	\$188.04	0.00%	20.00%	\$150.43
SH3504	Shield Performance Shell, Navy, 3X	Elbeco	SH3504	21GN-00-CCEQ	Option 2	Each	\$203.71	0.00%	20.00%	\$162.97
SH3504	Shield Performance Shell, Navy, 4X	Elbeco	SH3504	21GN-00-CCEQ	Option 2	Each	\$219.38	0.00%	20.00%	\$175.50
SH3600	Apex Crossover Jacket, Black, S-L	Elbeco	SH3600	21GN-00-CCEQ	Option 2	Each	\$167.40	0.00%	20.00%	\$133.92
SH3600	Apex Crossover Jacket, Black, XL	Elbeco	SH3600	21GN-00-CCEQ	Option 2	Each	\$184.14	0.00%	20.00%	\$147.31
SH3600	Apex Crossover Jacket, Black, 2X	Elbeco	SH3600	21GN-00-CCEQ	Option 2	Each	\$200.88	0.00%	20.00%	\$160.70
SH3600	Apex Crossover Jacket, Black, 3X	Elbeco	SH3600	21GN-00-CCEQ	Option 2	Each	\$217.62	0.00%	20.00%	\$174.10
SH3600	Apex Crossover Jacket, Black, 4X	Elbeco	SH3600	21GN-00-CCEQ	Option 2	Each	\$234.36	0.00%	20.00%	\$187.49
SH3604	Shield Apex Soft Shell, Navy, S to L	Elbeco	SH3604	21GN-00-CCEQ	Option 2	Each	\$167.40	0.00%	20.00%	\$133.92
SH3604	Shield Apex Soft Shell, Navy, XL	Elbeco	SH3604	21GN-00-CCEQ	Option 2	Each	\$184.14	0.00%	20.00%	\$147.31
SH3604	Shield Apex Soft Shell, Navy, 2X	Elbeco	SH3604	21GN-00-CCEQ	Option 2	Each	\$200.88	0.00%	20.00%	\$160.70
SH3604	Shield Apex Soft Shell, Navy, 3X	Elbeco	SH3604	21GN-00-CCEQ	Option 2	Each	\$217.62	0.00%	20.00%	\$174.10
SH3604	Shield Apex Soft Shell, Navy, 4X	Elbeco	SH3604	21GN-00-CCEQ	Option 2	Each	\$234.36	0.00%	20.00%	\$187.49

Contractor Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Category Number (as per DHS AEL)	Discount Category Option 1 <u>or</u> Option 2	Unit of Measure	Catalog or List Price	Manufacturer PASS THRU Discount %	HIRE Contract Discount %	HIRE Contract Price
SH3704RN	Color Block Soft Shell, Navy/Red, S-L	Elbeco	SH3704RN	21GN-00-CCEQ	Option 2	Each	\$211.80	0.00%	20.00%	\$169.44
SH3704RN	Color Block Soft Shell, Navy/Red, XL	Elbeco	SH3704RN	21GN-00-CCEQ	Option 2	Each	\$232.98	0.00%	20.00%	\$186.38
SH3704RN	Color Block Soft Shell, Navy/Red, 2X	Elbeco	SH3704RN	21GN-00-CCEQ	Option 2	Each	\$254.16	0.00%	20.00%	\$203.33
SH3704RN	Color Block Soft Shell, Navy/Red, 3X	Elbeco	SH3704RN	21GN-00-CCEQ	Option 2	Each	\$275.34	0.00%	20.00%	\$220.27
SH3704RN	Color Block Soft Shell, Navy/Red, 4X	Elbeco	SH3704RN	21GN-00-CCEQ	Option 2	Each	\$296.52	0.00%	20.00%	\$237.22
SH3706RN	Color Block Soft Shell, Red/HiVis, S-L	Elbeco	SH3706RN	01ZA-06-VEST	Option 2	Each	\$211.80	0.00%	20.00%	\$169.44
SH3706RN	Color Block Soft Shell, Red/HiVis, XL	Elbeco	SH3706RN	01ZA-06-VEST	Option 2	Each	\$232.98	0.00%	20.00%	\$186.38
SH3706RN	Color Block Soft Shell, Red/HiVis, 2X	Elbeco	SH3706RN	01ZA-06-VEST	Option 2	Each	\$254.16	0.00%	20.00%	\$203.33
SH3706RN	Color Block Soft Shell, Red/HiVis, 3X	Elbeco	SH3706RN	01ZA-06-VEST	Option 2	Each	\$275.34	0.00%	20.00%	\$220.27
SH3706RN	Color Block Soft Shell, Red/HiVis, 4X	Elbeco	SH3706RN	01ZA-06-VEST	Option 2	Each	\$296.52	0.00%	20.00%	\$237.22
SH3708HV	Color Block Soft Shell, Black/HiVis, S-L	Elbeco	SH3708HV	01ZA-06-VEST	Option 2	Each	\$211.80	0.00%	20.00%	\$169.44
SH3708HV	Color Block Soft Shell, Black/HiVis, XL	Elbeco	SH3708HV	01ZA-06-VEST	Option 2	Each	\$232.98	0.00%	20.00%	\$186.38
SH3708HV	Color Block Soft Shell, Black/HiVis, 2X	Elbeco	SH3708HV	01ZA-06-VEST	Option 2	Each	\$254.16	0.00%	20.00%	\$203.33
SH3708HV	Color Block Soft Shell, Black/HiVis, 3X	Elbeco	SH3708HV	01ZA-06-VEST	Option 2	Each	\$275.34	0.00%	20.00%	\$220.27
SH3708HV	Color Block Soft Shell, Black/HiVis, 4X	Elbeco	SH3708HV	01ZA-06-VEST	Option 2	Each	\$296.52	0.00%	20.00%	\$237.22
SH3724RV	HiVis Reversible Soft Shell, Navy/HiVis, S-L	Elbeco	SH3724RV	01ZA-06-VEST	Option 2	Each	\$285.80	0.00%	20.00%	\$228.64
SH3724RV	HiVis Reversible Soft Shell, Navy/HiVis, XL	Elbeco	SH3724RV	01ZA-06-VEST	Option 2	Each	\$314.38	0.00%	20.00%	\$251.50
SH3724RV	HiVis Reversible Soft Shell, Navy/HiVis, 2X	Elbeco	SH3724RV	01ZA-06-VEST	Option 2	Each	\$342.96	0.00%	20.00%	\$274.37
SH3724RV	HiVis Reversible Soft Shell, Navy/HiVis, 3X	Elbeco	SH3724RV	01ZA-06-VEST	Option 2	Each	\$371.54	0.00%	20.00%	\$297.23
SH3724RV	HiVis Reversible Soft Shell, Navy/HiVis, 4X	Elbeco	SH3724RV	01ZA-06-VEST	Option 2	Each	\$400.12	0.00%	20.00%	\$320.10
T3730	Job Shirt, Self Collar, Navy, M- Tall to XL-Tall	Elbeco	T3730	21GN-00-CCEQ	Option 2	Each	\$98.80	0.00%	20.00%	\$79.04
T3730	Job Shirt, Self Collar, Navy, 2X- Tall to 3X-Tall	Elbeco	T3730	21GN-00-CCEQ	Option 2	Each	\$118.56	0.00%	20.00%	\$94.85
T3730	Job Shirt, Self Collar, Navy, 4X- Tall	Elbeco	T3730	21GN-00-CCEQ	Option 2	Each	\$138.32	0.00%	20.00%	\$110.66
T3732	Job Shirt, Twill Collar, Navy, M- Tall to XL-Tall	Elbeco	T3732	21GN-00-CCEQ	Option 2	Each	\$98.80	0.00%	20.00%	\$79.04
T3732	Job Shirt, Twill Collar, Navy, 2X- Tall to 3X-Tall	Elbeco	T3732	21GN-00-CCEQ	Option 2	Each	\$118.56	0.00%	20.00%	\$94.85

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T3732	Job Shirt, Twill Collar, Navy, 4X- Tall	Elbeco	T3732	21GN-00-CCEQ	Option 2	Each	\$138.32	0.00%	20.00%	\$110.66
UVS101	UV1 Undervest L/S Shirt, Navy, S-XL	Elbeco	UVS101	21GN-00-CCEQ	Option 2	Each	\$61.80	0.00%	20.00%	\$49.44
UVS101	UV1 Undervest L/S Shirt, Navy, 2X-3X	Elbeco	UVS101	21GN-00-CCEQ	Option 2	Each	\$74.16	0.00%	20.00%	\$59.33
UVS101	UV1 Undervest L/S Shirt, Navy, 4X	Elbeco	UVS101	21GN-00-CCEQ	Option 2	Each	\$86.52	0.00%	20.00%	\$69.22
UVS102	UV1 Undervest S/S Shirt, Navy, S-XL	Elbeco	UVS102	21GN-00-CCEQ	Option 2	Each	\$95.00	0.00%	20.00%	\$76.00
UVS102	UV1 Undervest S/S Shirt, Navy, 2X-3X	Elbeco	UVS102	21GN-00-CCEQ	Option 2	Each	\$114.00	0.00%	20.00%	\$91.20
UVS102	UV1 Undervest S/S Shirt, Navy, 4X	Elbeco	UVS102	21GN-00-CCEQ	Option 2	Each	\$133.00	0.00%	20.00%	\$106.40
UVS113	UV1 Undervest L/S Shirt, Tan, S-XL	Elbeco	UVS113	21GN-00-CCEQ	Option 2	Each	\$55.60	0.00%	20.00%	\$44.48
UVS113	UV1 Undervest L/S Shirt, Tan, 2X-3X	Elbeco	UVS113	21GN-00-CCEQ	Option 2	Each	\$66.72	0.00%	20.00%	\$53.38
UVS113	UV1 Undervest L/S Shirt, Tan, 4X	Elbeco	UVS113	21GN-00-CCEQ	Option 2	Each	\$77.84	0.00%	20.00%	\$62.27
UVS114	UV1 Undervest S/S Shirt, Tan, S-XL	Elbeco	UVS114	21GN-00-CCEQ	Option 2	Each	\$61.70	0.00%	20.00%	\$49.36
UVS114	UV1 Undervest S/S Shirt, Tan, 2X-3X	Elbeco	UVS114	21GN-00-CCEQ	Option 2	Each	\$74.04	0.00%	20.00%	\$59.23
UVS114	UV1 Undervest S/S Shirt, Tan, 4X	Elbeco	UVS114	21GN-00-CCEQ	Option 2	Each	\$86.38	0.00%	20.00%	\$69.10
UVS117	UV1 Undervest L/S Shirt, Black, S-XL	Elbeco	UVS117	21GN-00-CCEQ	Option 2	Each	\$55.60	0.00%	20.00%	\$44.48
UVS117	UV1 Undervest L/S Shirt, Black, 2X-3X	Elbeco	UVS117	21GN-00-CCEQ	Option 2	Each	\$66.72	0.00%	20.00%	\$53.38
UVS117	UV1 Undervest L/S Shirt, Black, 4X	Elbeco	UVS117	21GN-00-CCEQ	Option 2	Each	\$77.84	0.00%	20.00%	\$62.27
UVS118	UV1 Undervest S/S Shirt, Black, S-XL	Elbeco	UVS118	21GN-00-CCEQ	Option 2	Each	\$61.70	0.00%	20.00%	\$49.36
UVS118	UV1 Undervest S/S Shirt, Black, 2X-3X	Elbeco	UVS118	21GN-00-CCEQ	Option 2	Each	\$74.04	0.00%	20.00%	\$59.23
UVS118	UV1 Undervest S/S Shirt, Black, 4X	Elbeco	UVS118	21GN-00-CCEQ	Option 2	Each	\$86.38	0.00%	20.00%	\$69.10
UVS151	UV1 Undervest L/S Shirt, Navy, S-XL	Elbeco	UVS151	21GN-00-CCEQ	Option 2	Each	\$55.60	0.00%	20.00%	\$44.48
UVS151	UV1 Undervest L/S Shirt, Navy, 2X-3X	Elbeco	UVS151	21GN-00-CCEQ	Option 2	Each	\$66.72	0.00%	20.00%	\$53.38
UVS151	UV1 Undervest L/S Shirt, Navy, 4X	Elbeco	UVS151	21GN-00-CCEQ	Option 2	Each	\$77.84	0.00%	20.00%	\$62.27
UVS152	UV1 Undervest S/S Shirt, Navy, S-XL	Elbeco	UVS152	21GN-00-CCEQ	Option 2	Each	\$79.90	0.00%	20.00%	\$63.92
UVS152	UV1 Undervest S/S Shirt, Navy, 2X-3X	Elbeco	UVS152	21GN-00-CCEQ	Option 2	Each	\$95.88	0.00%	20.00%	\$76.70
UVS152	UV1 Undervest S/S Shirt, Navy, 4X	Elbeco	UVS152	21GN-00-CCEQ	Option 2	Each	\$111.86	0.00%	20.00%	\$89.49

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V3110B	BodyShield Vest Carrier, Black, S-XL	Elbeco	V3110B	21GN-00-CCEQ	Option 2	Each	\$128.60	0.00%	20.00%	\$102.88
V3110B	BodyShield Vest Carrier, Black, 2X-3X	Elbeco	V3110B	21GN-00-CCEQ	Option 2	Each	\$154.32	0.00%	20.00%	\$123.46
V3110B	BodyShield Vest Carrier, Black, 4X	Elbeco	V3110B	21GN-00-CCEQ	Option 2	Each	\$180.04	0.00%	20.00%	\$144.03
V3112B	BodyShield Vest Carrier, Tan, S- XL	Elbeco	V3112B	21GN-00-CCEQ	Option 2	Each	\$128.60	0.00%	20.00%	\$102.88
V3112B	BodyShield Vest Carrier, Tan, 2X 3X	Elbeco	V3112B	21GN-00-CCEQ	Option 2	Each	\$154.32	0.00%	20.00%	\$123.46
V3112B	BodyShield Vest Carrier, Tan, 4X	Elbeco	V3112B	21GN-00-CCEQ	Option 2	Each	\$180.04	0.00%	20.00%	\$144.03
V3114B	BodyShield Vest Carrier, Navy, S XL	Elbeco	V3114B	21GN-00-CCEQ	Option 2	Each	\$128.60	0.00%	20.00%	\$102.88
V3114B	BodyShield Vest Carrier, Navy, 2X-3X	Elbeco	V3114B	21GN-00-CCEQ	Option 2	Each	\$154.32	0.00%	20.00%	\$123.46
V3114B	BodyShield Vest Carrier, Navy, 4X	Elbeco	V3114B	21GN-00-CCEQ	Option 2	Each	\$180.04	0.00%	20.00%	\$144.03
VSS1	Suspension System	Elbeco	VSS1	21GN-00-CCEQ	Option 2	Each	\$40.70	0.00%	20.00%	\$32.56
1370	Wool Blend Dress Blousecoat, Navy, S-L	Elbeco	1370	21GN-00-CCEQ	Option 2	Each	\$289.90	0.00%	20.00%	\$231.92
1370	Wool Blend Dress Blousecoat, Navy, XL	Elbeco	1370	21GN-00-CCEQ	Option 2	Each	\$318.89	0.00%	20.00%	\$255.11
1370	Wool Blend Dress Blousecoat, Navy, 2X	Elbeco	1370	21GN-00-CCEQ	Option 2	Each	\$347.88	0.00%	20.00%	\$278.30
1370	Wool Blend Dress Blousecoat, Navy, 3X	Elbeco	1370	21GN-00-CCEQ	Option 2	Each	\$376.87	0.00%	20.00%	\$301.50
1370	Wool Blend Dress Blousecoat, Navy, 4X	Elbeco	1370	21GN-00-CCEQ	Option 2	Each	\$405.86	0.00%	20.00%	\$324.69
3764	Flextech Jacket,Full Zip	Elbeco	3764	21GN-00-CCEQ	Option 2	Each	\$87.90	0.00%	20.0%	\$70.32
3774	Flextech Jacket,Quarter Zip Full Zip(tall)	Elbeco	3774	21GN-00-CCEQ	Option 2	Each	\$79.90	0.00%	20.0%	\$63.92
4420	Reflex Shirt,Long Sleeve,Black	Elbeco	4420	21GN-00-CCEQ	Option 2	Each	\$81.00	0.00%	20.0%	\$64.80
4424	Reflex Shirt,Long Sleeve,Midnight Navy	Elbeco	4424	21GN-00-CCEQ	Option 2	Each	\$81.00	0.00%	20.0%	\$64.80
4440	Reflex Shirt,Short Sleeve,Black	Elbeco	4440	21GN-00-CCEQ	Option 2	Each	\$75.00	0.00%	20.0%	\$60.00
4444	Reflex Shirt,Short Sleeve,Midnight Navy	Elbeco	4444	21GN-00-CCEQ	Option 2	Each	\$81.00	0.00%	20.0%	\$64.80
13750	Wool Blend Dress Blousecoat, Navy, S-L	Elbeco	13750	21GN-00-CCEQ	Option 2	Each	\$287.10	0.00%	20.00%	\$229.68
13750	Wool Blend Dress Blousecoat, Navy, XL	Elbeco	13750	21GN-00-CCEQ	Option 2	Each	\$315.81	0.00%	20.00%	\$252.65
13750	MI DII D DI	Elbeco	13750	21GN-00-CCEQ	Option 2	Each	\$344.52	0.00%	20.00%	\$275.62
13750	Wool Blend Dress Blousecoat, Navy, 3X	Elbeco	13750	21GN-00-CCEQ	Option 2	Each	\$373.23	0.00%	20.00%	\$298.58
13750	Wool Blend Dress Blousecoat, Navy, 4X	Elbeco	13750	21GN-00-CCEQ	Option 2	Each	\$401.94	0.00%	20.00%	\$321.55

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4430LC	Reflex Shirt,Long Sleeve,Black	Elbeco	4430LC	21GN-00-CCEQ	Option 2	Each	\$81.00	0.00%	20.0%	\$64.80
4434LC	Reflex Shirt,Long Sleeve,Midnight Navy	Elbeco	4434LC	21GN-00-CCEQ	Option 2	Each	\$75.00	0.00%	20.0%	\$60.00
4450LC	Reflex Shirt,Short Sleeve,Black	Elbeco	4450LC	21GN-00-CCEQ	Option 2	Each	\$75.00	0.00%	20.0%	\$60.00
4454LC	Reflex Shirt, Short Sleeve, Midnight Navy	Elbeco	4454LC	21GN-00-CCEQ	Option 2	Each	\$75.00	0.00%	20.0%	\$60.00
9780CL	DutyMaxx S/S, White, S to XL	Elbeco	9780CL	21GN-00-CCEQ	Option 2	Each	\$77.00	0.00%	20.00%	\$61.60
9780CL	DutyMaxx S/S, White, 2X-3X	Elbeco	9780CL	21GN-00-CCEQ	Option 2	Each	\$92.40	0.00%	20.00%	\$73.92
9780CL	DutyMaxx S/S, White, 4X	Elbeco	9780CL	21GN-00-CCEQ	Option 2	Each	\$107.80	0.00%	20.00%	\$86.24
9781LC	DutyMaxx S/S, Gray, S to XL	Elbeco	9781LC	21GN-00-CCEQ	Option 2	Each	\$77.00	0.00%	20.00%	\$61.60
9781LC	DutyMaxx S/S, Gray, 2X-3X	Elbeco	9781LC	21GN-00-CCEQ	Option 2	Each	\$92.40	0.00%	20.00%	\$73.92
9781LC	DutyMaxx S/S, Gray, 4X	Elbeco	9781LC	21GN-00-CCEQ	Option 2	Each	\$107.80	0.00%	20.00%	\$86.24
9782LC	DutyMaxx S/S, Tan, S to XL	Elbeco	9782LC	21GN-00-CCEQ	Option 2	Each	\$77.00	0.00%	20.00%	\$61.60
9782LC	DutyMaxx S/S, Tan, 2X-3X	Elbeco	9782LC	21GN-00-CCEQ	Option 2	Each	\$92.40	0.00%	20.00%	\$73.92
9782LC	DutyMaxx S/S, Tan, 4X	Elbeco	9782LC	21GN-00-CCEQ	Option 2	Each	\$107.80	0.00%	20.00%	\$86.24
9784LC	DutyMaxx S/S, Navy, S to XL	Elbeco	9784LC	21GN-00-CCEQ	Option 2	Each	\$79.20	0.00%	20.00%	\$63.36
9784LC	DutyMaxx S/S, Navy, 2X-3X	Elbeco	9784LC	21GN-00-CCEQ	Option 2	Each	\$95.04	0.00%	20.00%	\$76.03
9784LC	DutyMaxx S/S, Navy, 4X	Elbeco	9784LC	21GN-00-CCEQ	Option 2	Each	\$110.88	0.00%	20.00%	\$88.70
DC13800	Top Authority Blousecoat, Navy, S-L	Elbeco	DC13800	21GN-00-CCEQ	Option 2	Each	\$155.70	0.00%	20.00%	\$124.56
DC13800	Top Authority Blousecoat, Navy, XL	Elbeco	DC13800	21GN-00-CCEQ	Option 2	Each	\$171.27	0.00%	20.00%	\$137.02
DC13800	Top Authority Blousecoat, Navy, 2X	Elbeco	DC13800	21GN-00-CCEQ	Option 2	Each	\$186.84	0.00%	20.00%	\$149.47
DC13800	Top Authority Blousecoat, Navy, 3X	Elbeco	DC13800	21GN-00-CCEQ	Option 2	Each	\$202.41	0.00%	20.00%	\$161.93
DC13800	Top Authority Blousecoat, Navy, 4X	Elbeco	DC13800	21GN-00-CCEQ	Option 2	Each	\$217.98	0.00%	20.00%	\$174.38
DC13820	Top Authority Blousecoat, Navy, S-L	Elbeco	DC13820	21GN-00-CCEQ	Option 2	Each	\$149.50	0.00%	20.00%	\$119.60
DC13820	Top Authority Blousecoat, Navy, XL	Elbeco	DC13820	21GN-00-CCEQ	Option 2	Each	\$164.45	0.00%	20.00%	\$131.56
DC13820	Top Authority Blousecoat, Navy, 2X	Elbeco	DC13820	21GN-00-CCEQ	Option 2	Each	\$179.40	0.00%	20.00%	\$143.52
DC13820	Top Authority Blousecoat, Navy, 3X	Elbeco	DC13820	21GN-00-CCEQ	Option 2	Each	\$194.36	0.00%	20.00%	\$155.49
DC13820	Top Authority Blousecoat, Navy, 4X	Elbeco	DC13820	21GN-00-CCEQ	Option 2	Each	\$209.30	0.00%	20.00%	\$167.44
E2804R	Tek3 4 Pocket Trouser, Navy, 28 to 42	Elbeco	E2804R	21GN-00-CCEQ	Option 2	Each	\$65.10	0.00%	20.00%	\$52.08
E2804R	Tek3 4 Pocket Trouser, Navy, 44 to 50	Elbeco	E2804R	21GN-00-CCEQ	Option 2	Each	\$71.61	0.00%	20.00%	\$57.29
E2804R	Tek3 4 Pocket Trouser, Navy, 52 to 54	Elbeco	E2804R	21GN-00-CCEQ	Option 2	Each	\$78.12	0.00%	20.00%	\$62.50
E2814LCD	Tek3 4 Pocket Trouser, Navy, 28 42	Elbeco	E2814LCD	21GN-00-CCEQ	Option 2	Each	\$65.10	0.00%	20.00%	\$52.08
E2814LCD	Tek3 4 Pocket Trouser, Navy, 44 50	Elbeco	E2814LCD	21GN-00-CCEQ	Option 2	Each	\$71.61	0.00%	20.00%	\$57.29

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E2814LCD	Tek3 4 Pocket Trouser, Navy, 52	Elbeco	E2814LCD	21GN-00-CCEQ	Option 2	Each	\$78.12	0.00%	20.00%	\$62.50
E2824	Tek3 Cargo Short, Navy, 28 to 42	Elbeco	E2824	21GN-00-CCEQ	Option 2	Each	\$77.10	0.00%	20.00%	\$61.68
E2824	Tek3 Cargo Short, Navy, 44-50	Elbeco	E2824	21GN-00-CCEQ	Option 2	Each	\$84.81	0.00%	20.00%	\$67.85
E2824	Tek3 Cargo Short, Navy, 52-54	Elbeco	E2824	21GN-00-CCEQ	Option 2	Each	\$92.52	0.00%	20.00%	\$74.02
E2834LC	Tek3 Cargo Short, Navy, 28-42	Elbeco	E2834LC	21GN-00-CCEQ	Option 2	Each	\$77.10	0.00%	20.00%	\$61.68
E2834LC	Tek3 Cargo Short, Navy, 44-50	Elbeco	E2834LC	21GN-00-CCEQ	Option 2	Each	\$84.81	0.00%	20.00%	\$67.85
E2834LC	Tek3 Cargo Short, Navy, 52-54	Elbeco	E2834LC	21GN-00-CCEQ	Option 2	Each	\$92.52	0.00%	20.00%	\$74.02
E2844R	Tek3 Cargo, Navy, 28 to 42	Elbeco	E2844R	21GN-00-CCEQ	Option 2	Each	\$92.70	0.00%	20.00%	\$74.16
E2844R	Tek3 Cargo, Navy, 44 to 50	Elbeco	E2844R	21GN-00-CCEQ	Option 2	Each	\$101.97	0.00%	20.00%	\$81.58
E2844R	Tek3 Cargo, Navy, 52 to 54	Elbeco	E2844R	21GN-00-CCEQ	Option 2	Each	\$111.24	0.00%	20.00%	\$88.99
E2854LC	Tek3 Cargo, Navy, 28-42	Elbeco	E2854LC	21GN-00-CCEQ	Option 2	Each	\$92.70	0.00%	20.00%	\$74.16
E2854LC	Tek3 Cargo, Navy, 44-50	Elbeco	E2854LC	21GN-00-CCEQ	Option 2	Each	\$101.97	0.00%	20.00%	\$81.58
E2854LC	Tek3 Cargo, Navy, 52-54	Elbeco	E2854LC	21GN-00-CCEQ	Option 2	Each	\$111.24	0.00%	20.00%	\$88.99
E2874R	Tek3 EMT Pant, Navy, 28 to 42	Elbeco	E2874R	21GN-00-CCEQ	Option 2	Each	\$78.20	0.00%	20.00%	\$62.56
E2874R	Tek3 EMT Pant, Navy, 44 to 50	Elbeco	E2874R	21GN-00-CCEQ	Option 2	Each	\$86.02	0.00%	20.00%	\$68.82
E2874R	Tek3 EMT Pant, Navy, 52 to 54	Elbeco	E2874R	21GN-00-CCEQ	Option 2	Each	\$93.84	0.00%	20.00%	\$75.07
E2884LC	Tek3 EMT Pant, Navy, 28-42	Elbeco	E2884LC	21GN-00-CCEQ	Option 2	Each	\$78.20	0.00%	20.00%	\$62.56
E2884LC	Tek3 EMT Pant, Navy, 44-50	Elbeco	E2884LC	21GN-00-CCEQ	Option 2	Each	\$86.02	0.00%	20.00%	\$68.82
E2884LC	Tek3 EMT Pant, Navy, 52-54	Elbeco	E2884LC	21GN-00-CCEQ	Option 2	Each	\$93.84	0.00%	20.00%	\$75.07
E615RN	Tek3 Cargo Pant, Brown, 28-42	Elbeco	E615RN	21GN-00-CCEQ	Option 2	Each	\$92.70	0.00%	20.00%	\$74.16
E615RN	Tek3 Cargo Pant, Brown, 44-50	Elbeco	E615RN	21GN-00-CCEQ	Option 2	Each	\$101.97	0.00%	20.00%	\$81.58
E615RN	Tek3 Cargo Pant, Brown, 52-54	Elbeco	E615RN	21GN-00-CCEQ	Option 2	Each	\$111.24	0.00%	20.00%	\$88.99
E620RN	Tek3 Cargo Pant, Black, 28-42	Elbeco	E620RN	21GN-00-CCEQ	Option 2	Each	\$92.70	0.00%	20.00%	\$74.16
E620RN	Tek3 Cargo Pant, Black, 42-50	Elbeco	E620RN	21GN-00-CCEQ	Option 2	Each	\$101.97	0.00%	20.00%	\$81.58
E620RN	Tek3 Cargo Pant, Black, 52-54	Elbeco	E620RN	21GN-00-CCEQ	Option 2	Each	\$111.24	0.00%	20.00%	\$88.99
E7340R	Reflec Pant,Hidden Cargo, Black.Mens	Elbeco	E7340R	21GN-00-CCEQ	Option 2	Each	\$85.80	0.00%	20.0%	\$68.64
E7344R	Reflex Pant Hidden Cargo, Midnight Navy,mens	Elbeco	E7344R	21GN-00-CCEQ	Option 2	Each	\$85.80	0.00%	20.0%	\$68.64
E7350LC	Reflex Pant, Hidden Cargo, Black, Womens	Elbeco	E7350LC	21GN-00-CCEQ	Option 2	Each	\$85.80	0.00%	20.0%	\$68.64
E7354LC	Reflex Pant Hidden Cargo, Midnight Navy,Womens	Elbeco	E7354LC	21GN-00-CCEQ	Option 2	Each	\$85.80	0.00%	20.0%	\$68.64

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E7360R	Reflex Pant,Cargo pocket,Black, Mens	Elbeco	E7360R	21GN-00-CCEQ	Option 2	Each	\$105.80	0.00%	20.0%	\$84.64
E7364R	Reflex Pant Cargo Pocket Midnight Navy, mens	Elbeco	E7364R	21GN-00-CCEQ	Option 2	Each	\$105.80	0.00%	20.0%	\$84.64
E7370LC	Reflex Pant, Cargo Pocket,Black, Womens	Elbeco	E7370LC	21GN-00-CCEQ	Option 2	Each	\$105.80	0.00%	20.0%	\$84.64
E7374LC	Reflex Pant, Cargo Pocket, Midnight Navy, Womens	Elbeco	E7374LC	21GN-00-CCEQ	Option 2	Each	\$105.80	0.00%	20.0%	\$84.64
E7552RN	Tek3 EMT Pant, Black, 28-42	Elbeco	E7552RN	21GN-00-CCEQ	Option 2	Each	\$78.20	0.00%	20.00%	\$62.56
E7552RN	Tek3 EMT Pant, Black, 44-50	Elbeco	E7552RN	21GN-00-CCEQ	Option 2	Each	\$86.02	0.00%	20.00%	\$68.82
E7552RN	Tek3 EMT Pant, Black, 52-54	Elbeco	E7552RN	21GN-00-CCEQ	Option 2	Each	\$93.84	0.00%	20.00%	\$75.07
E7553LCN	Tek3 EMT Pant, Black, 28-42	Elbeco	E7553LCN	21GN-00-CCEQ	Option 2	Each	\$78.20	0.00%	20.00%	\$62.56
E7553LCN	Tek3 EMT Pant, Black, 44-50	Elbeco	E7553LCN	21GN-00-CCEQ	Option 2	Each	\$86.02	0.00%	20.00%	\$68.82
E7553LCN	Tek3 EMT Pant, Black, 52-54	Elbeco	E7553LCN	21GN-00-CCEQ	Option 2	Each	\$93.84	0.00%	20.00%	\$75.07
E815RNH	Tek3 Hidden Pkt Cargo, Brown, 28-42	Elbeco	E815RNH	21GN-00-CCEQ	Option 2	Each	\$73.50	0.00%	20.00%	\$58.80
E815RNH	Tek3 Hidden Pkt Cargo, Brown, 44-50	Elbeco	E815RNH	21GN-00-CCEQ	Option 2	Each	\$80.85	0.00%	20.00%	\$64.68
E815RNH	Tek3 Hidden Pkt Cargo, Brown, 52-54	Elbeco	E815RNH	21GN-00-CCEQ	Option 2	Each	\$88.20	0.00%	20.00%	\$70.56
E820RN	Tek3 4 Pkt Pant, Black, 28-42	Elbeco	E820RN	21GN-00-CCEQ	Option 2	Each	\$65.10	0.00%	20.00%	\$52.08
E820RN	Tek3 4 Pkt Pant, Black, 44-50	Elbeco	E820RN	21GN-00-CCEQ	Option 2	Each	\$71.61	0.00%	20.00%	\$57.29
E820RN	Tek3 4 Pkt Pant, Black, 52-54	Elbeco	E820RN	21GN-00-CCEQ	Option 2	Each	\$78.12	0.00%	20.00%	\$62.50
E9615LCN	Tek3 Cargo, Brown, 28-42	Elbeco	E9615LCN	21GN-00-CCEQ	Option 2	Each	\$92.70	0.00%	20.00%	\$74.16
E9615LCN	Tek3 Cargo, Brown, 44-50	Elbeco	E9615LCN	21GN-00-CCEQ	Option 2	Each	\$101.97	0.00%	20.00%	\$81.58
E9615LCN	Tek3 Cargo, Brown, 52-54	Elbeco	E9615LCN	21GN-00-CCEQ	Option 2	Each	\$111.24	0.00%	20.00%	\$88.99
E9620LCN	Tek3 Cargo, Black, 28-42	Elbeco	E9620LCN	21GN-00-CCEQ	Option 2	Each	\$92.70	0.00%	20.00%	\$74.16
E9620LCN	Tek3 Cargo, Black, 44-50	Elbeco	E9620LCN	21GN-00-CCEQ	Option 2	Each	\$101.97	0.00%	20.00%	\$81.58
E9620LCN	Tek3 Cargo, Black, 52-54	Elbeco	E9620LCN	21GN-00-CCEQ	Option 2	Each	\$111.24	0.00%	20.00%	\$88.99
E9815LCH	Tek3 Hidden Pkt Cargo, Brown, 28-42	Elbeco	E9815LCH	21GN-00-CCEQ	Option 2	Each	\$70.70	0.00%	20.00%	\$56.56
E9815LCH	Tek3 Hidden Pkt Cargo, Brown, 44-50	Elbeco	E9815LCH	21GN-00-CCEQ	Option 2	Each	\$77.77	0.00%	20.00%	\$62.22
E9815LCH	Tek3 Hidden Pkt Cargo, Brown, 52-54	Elbeco	E9815LCH	21GN-00-CCEQ	Option 2	Each	\$84.84	0.00%	20.00%	\$67.87
E9820LC	Tec3 4 Pkt Pant, Black, 28-42	Elbeco	E9820LC	21GN-00-CCEQ	Option 2	Each	\$65.10	0.00%	20.00%	\$52.08
E9820LC	Tec3 4 Pkt Pant, Black, 44-50	Elbeco	E9820LC	21GN-00-CCEQ	Option 2	Each	\$71.61	0.00%	20.00%	\$57.29
E9820LC	Tec3 4 Pkt Pant, Black, 52-54	Elbeco	E9820LC	21GN-00-CCEQ	Option 2	Each	\$78.12	0.00%	20.00%	\$62.50
G920NP	Tek3 Long Sleeve, Black, S to XL	Elbeco	G920NP	21GN-00-CCEQ	Option 2	Each	\$69.40	0.00%	20.00%	\$55.52
G920NP	Tek3 Long Sleeve, Black, 2X-3X	Elbeco	G920NP	21GN-00-CCEQ	Option 2	Each	\$83.28	0.00%	20.00%	\$66.62
G920NP	Tek3 Long Sleeve, Black, 4X	Elbeco	G920NP	21GN-00-CCEQ	Option 2	Each	\$97.16	0.00%	20.00%	\$77.73
G9220NP	Tek3 Short Sleeve, Black, S to XL	Elbeco	G9220NP	21GN-00-CCEQ	Option 2	Each	\$62.90	0.00%	20.00%	\$50.32
G9220NP	Tek3 Short Sleeve, Black, 2X-3X	Elbeco	G9220NP	21GN-00-CCEQ	Option 2	Each	\$75.48	0.00%	20.00%	\$60.38
G9220NP	Tek3 Short Sleeve, Black, 4X	Elbeco	G9220NP	21GN-00-CCEQ	Option 2	Each	\$88.06	0.00%	20.00%	\$70.45
G924	Tek3 Long Sleeve, Navy, S to XL	Elbeco	G924	21GN-00-CCEQ	Option 2	Each	\$69.40	0.00%	20.00%	\$55.52

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G924	Tek3 Long Sleeve, Navy, 2X to 3X	Elbeco	G924	21GN-00-CCEQ	Option 2	Each	\$83.28	0.00%	20.00%	\$66.62
G924	Tek3 Long Sleeve, Navy, 4X	Elbeco	G924	21GN-00-CCEQ	Option 2	Each	\$97.16	0.00%	20.00%	\$77.73
G934	Tek3 Short Sleeve, Navy, S to XL	Elbeco	G934	21GN-00-CCEQ	Option 2	Each	\$62.90	0.00%	20.00%	\$50.32
G934	Tek3 Short Sleeve, Navy, 2X to 3X	Elbeco	G934	21GN-00-CCEQ	Option 2	Each	\$75.48	0.00%	20.00%	\$60.38
G934	Tek3 Short Sleeve, Navy, 4X	Elbeco	G934	21GN-00-CCEQ	Option 2	Each	\$88.06	0.00%	20.00%	\$70.45
G944LC	Tek3 Long Sleeve, Navy, S to XL	Elbeco	G944LC	21GN-00-CCEQ	Option 2	Each	\$69.40	0.00%	20.00%	\$55.52
G944LC	Tek3 Long Sleeve, Navy, 2X to 3X	Elbeco	G944LC	21GN-00-CCEQ	Option 2	Each	\$75.48	0.00%	20.00%	\$60.38
G944LC	Tek3 Long Sleeve, Navy, 4X	Elbeco	G944LC	21GN-00-CCEQ	Option 2	Each	\$88.06	0.00%	20.00%	\$70.45
G954LC	Tek3 Short Sleeve, Navy, S to XL	Elbeco	G954LC	21GN-00-CCEQ	Option 2	Each	\$62.90	0.00%	20.00%	\$50.32
G954LC	Tek3 Short Sleeve, Navy, 2X to 3X	Elbeco	G954LC	21GN-00-CCEQ	Option 2	Each	\$75.48	0.00%	20.00%	\$60.38
G954LC	Tek3 Short Sleeve, Navy, 4X	Elbeco	G954LC	21GN-00-CCEQ	Option 2	Each	\$88.06	0.00%	20.00%	\$70.45
G965NP	Tek3 Short Sleeve, Brown, S to XL	Elbeco	G965NP	21GN-00-CCEQ	Option 2	Each	\$62.90	0.00%	20.00%	\$50.32
G965NP	Tek3 Short Sleeve, Brown, 2X-3X	Elbeco	G965NP	21GN-00-CCEQ	Option 2	Each	\$75.48	0.00%	20.00%	\$60.38
G965NP	Tek3 Short Sleeve, Brown, 4X	Elbeco	G965NP	21GN-00-CCEQ	Option 2	Each	\$88.06	0.00%	20.00%	\$70.45
G968NP	Tek3 Short Sleeve, French Blue, S to XL	Elbeco	G968NP	21GN-00-CCEQ	Option 2	Each	\$62.90	0.00%	20.00%	\$50.32
G968NP	Tek3 Short Sleeve, French Blue, 2X-3X	Elbeco	G968NP	21GN-00-CCEQ	Option 2	Each	\$75.48	0.00%	20.00%	\$60.38
G968NP	Tek3 Short Sleeve, French Blue, 4X	Elbeco	G968NP	21GN-00-CCEQ	Option 2	Each	\$88.06	0.00%	20.00%	\$70.45
G975NP	Tek3 Long Sleeve, Brown, S to XL	Elbeco	G975NP	21GN-00-CCEQ	Option 2	Each	\$69.40	0.00%	20.00%	\$55.52
G975NP	Tek3 Long Sleeve, Brown, 2X-3X	Elbeco	G975NP	21GN-00-CCEQ	Option 2	Each	\$83.28	0.00%	20.00%	\$66.62
G975NP	Tek3 Long Sleeve, Brown, 4X	Elbeco	G975NP	21GN-00-CCEQ	Option 2	Each	\$97.16	0.00%	20.00%	\$77.73
G978NP	Tek3 Long Sleeve, French Blue, S to XL	Elbeco	G978NP	21GN-00-CCEQ	Option 2	Each	\$69.40	0.00%	20.00%	\$55.52
G978NP	Tek3 Long Sleeve, French Blue, 2X-3X	Elbeco	G978NP	21GN-00-CCEQ	Option 2	Each	\$83.28	0.00%	20.00%	\$66.62
G978NP	Tek3 Long Sleeve, French Blue, 4X	Elbeco	G978NP	21GN-00-CCEQ	Option 2	Each	\$97.16	0.00%	20.00%	\$77.73
G988LCP	Tek3 Short Sleeve, French Blue, S to XL	Elbeco	G988LCP	21GN-00-CCEQ	Option 2	Each	\$62.90	0.00%	20.00%	\$50.32
G988LCP	Tek3 Short Sleeve, French Blue, 2X-3X	Elbeco	G988LCP	21GN-00-CCEQ	Option 2	Each	\$75.48	0.00%	20.00%	\$60.38
G988LCP	Tek3 Short Sleeve, French Blue, 4X	Elbeco	G988LCP	21GN-00-CCEQ	Option 2	Each	\$88.06	0.00%	20.00%	\$70.45
G998LC	Tek3 Long Sleeve, French Blue, S to XL	Elbeco	G998LC	21GN-00-CCEQ	Option 2	Each	\$69.40	0.00%	20.00%	\$55.52
G998LC	Tek3 Long Sleeve, French Blue, 2X-3X	Elbeco	G998LC	21GN-00-CCEQ	Option 2	Each	\$83.28	0.00%	20.00%	\$66.62

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G998LC	Tek3 Long Sleeve, French Blue, 4X	Elbeco	G998LC	21GN-00-CCEQ	Option 2	Each	\$97.16	0.00%	20.00%	\$77.73
P824	Paragon Plus Poplin Long Sleeve, Navy, S to XL	Elbeco	P824	21GN-00-CCEQ	Option 2	Each	\$59.80	0.00%	20.00%	\$47.84
P824	Paragon Plus Poplin Long Sleeve, Navy, 2X to 3X	Elbeco	P824	21GN-00-CCEQ	Option 2	Each	\$71.76	0.00%	20.00%	\$57.41
P824	Paragon Plus Poplin Long Sleeve, Navy, 4X	Elbeco	P824	21GN-00-CCEQ	Option 2	Each	\$83.72	0.00%	20.00%	\$66.98
P834	Paragon Plus Poplin Short Sleeve, Navy, S to XL	Elbeco	P834	21GN-00-CCEQ	Option 2	Each	\$52.80	0.00%	20.00%	\$42.24
P834	Paragon Plus Poplin Short Sleeve, Navy, 2X to 3X	Elbeco	P834	21GN-00-CCEQ	Option 2	Each	\$63.36	0.00%	20.00%	\$50.69
P834	Paragon Plus Poplin Short Sleeve, Navy, 4X	Elbeco	P834	21GN-00-CCEQ	Option 2	Each	\$73.92	0.00%	20.00%	\$59.14
P844LC	Paragon Plus L/S, Navy, S to XL	Elbeco	P844LC	21GN-00-CCEQ	Option 2	Each	\$59.80	0.00%	20.00%	\$47.84
P844LC	Paragon Plus L/S, Navy, 2X-3X	Elbeco	P844LC	21GN-00-CCEQ	Option 2	Each	\$71.76	0.00%	20.00%	\$57.41
P844LC	Paragon Plus L/S, Navy, 4X	Elbeco	P844LC	21GN-00-CCEQ	Option 2	Each	\$83.72	0.00%	20.00%	\$66.98
P854LC	Paragon Plus S/S, Navy, S to XL	Elbeco	P854LC	21GN-00-CCEQ	Option 2	Each	\$52.80	0.00%	20.00%	\$42.24
P854LC	Paragon Plus S/S, Navy, 2X-3X	Elbeco	P854LC	21GN-00-CCEQ	Option 2	Each	\$63.36	0.00%	20.00%	\$50.69
P854LC	Paragon Plus S/S, Navy, 4X	Elbeco	P854LC	21GN-00-CCEQ	Option 2	Each	\$73.92	0.00%	20.00%	\$59.14
T3764	Flextech Jacket, Full Zip(tall)	Elbeco	T3764	21GN-00-CCEQ	Option 2	Each	\$105.90	0.00%	20.0%	\$84.72
T3774	Flextech Jacket,Quarter Zip (tall)	Elbeco	T3774	21GN-00-CCEQ	Option 2	Each	\$97.90	0.00%	20.0%	\$78.32
1140070	Garrett CSI 250	Garrett Metal Detectors	1140070	15SC-00-PPSS	Option 2	Each	\$279.95	0.00%	30.00%	\$195.97
1140750	Garrett CSI Pro 5x8	Garrett Metal Detectors	1140750	15SC-00-PPSS	Option 2	Each	\$749.95	0.00%	30.00%	\$524.97
1140780	Garrett CSI Pro	Garrett Metal Detectors	1140780	15SC-00-PPSS	Option 2	Each	\$979.95	0.00%	30.00%	\$685.97
1140920	Garrett Pro-Pointer AT with Holster	Garrett Metal Detectors	1140920	15SC-00-PPSS	Option 2	Each	\$189.95	0.00%	30.00%	\$132.97
1151970	Garrett Sea Hunter Mark II	Garrett Metal Detectors	1151970	03WA-01-UWMD	Option 2	Each	\$749.95	0.00%	30.00%	\$524.97
1165190	Garrett Super Scanner V	Garrett Metal Detectors	1165190	15SC-00-PPSS	Option 2	Each	\$199.95	0.00%	30.00%	\$139.97
1165800	Garrett Superwand	Garrett Metal Detectors	1165800	15SC-00-PPSS	Option 2	Each	\$229.95	0.00%	30.00%	\$160.97
1165900	Garrett THD with Holster	Garrett Metal Detectors	1165900	15SC-00-PPSS	Option 2	Each	\$199.95	0.00%	30.00%	\$139.97
1166020	Garrett CSI Pro-Pointer	Garrett Metal Detectors	1166020	15SC-00-PPSS	Option 2	Each	\$169.95	0.00%	30.00%	\$118.97
1167200	Garrett MS3500 Walk Through Metal Detector, Beige, 30" Clearance	Garrett Metal Detectors	1167200	15SC-00-PPSS	Option 2	Each	\$5,495.00	0.00%	30.00%	\$3,846.50
1167410	Garrett CS5000 Walk Through Metal Detector, Beige, 30" Clearance	Garrett Metal Detectors	1167410	15SC-00-PPSS	Option 2	Each	\$4,495.00	0.00%	30.00%	\$3,146.50
1167700	Garrett MT5500 Walk Through Metal Detector, Beige, 30" Clearance	Garrett Metal Detectors	1167700	15SC-00-PPSS	Option 2	Each	\$4,995.00	0.00%	30.00%	\$3,496.50
1168000	Garrett Removable Magna Dolly for PD6500i, CS5000, and MT5500	Garrett Metal Detectors	1168000	15SC-00-PPSS	Option 2	Each	\$299.95	0.00%	30.00%	\$209.97
1168310	Garrett Control Monitor & Analyzer (CMA)	Garrett Metal Detectors	1168310	15SC-00-PPSS	Option 2	Each	\$299.95	0.00%	30.00%	\$209.97

Michael Cazzari Chief of Police

TOWN OF CARMEL POLICE DEPARTMENT 60 McAlpin Avenue Mahopac, New York 10541

(845) 628-1300 Fax (845) 628-2597 www.carmelny.org/police

September 5, 2019

Ken Schmitt, Supervisor Town of Carmel Town Hall 60 McAlpin Ave. Mahopac, NY 10541

RE: "No Parking" signs Old Town Rd

Dear Supervisor Schmitt,

At the recent Arms Acres neighborhood meeting, residents of Old Town Rd and Tower Rd suggested the Town restrict parking on both sides of Old Town Road between Seminary Hill Road and Tower Road.

The area residents' complaint is that vehicles they believe to be associated with Arms Acres have been parking on Old Town Road. The neighbors report finding used syringes, empty liquor bottles, cigarette butts and fast food wrappers and other waste dumped in front of their homes.

The management of Arms Acres has advised their employees not to park in the surrounding neighborhood. In fact an Arms Acres employee was fired after being involved in a verbal dispute over smoking cigarettes in front of someone house.

It is my opinion that "No Parking" signs in this location would be useful in deterring persons from parking and disturbing this quiet neighborhood with their litter and debris.

I am requesting that the Town Board add this area to the Town's parking restrictions.

Respectfully,

Michael Cazzari Police Chief Richard J. Franzetti, P.E. Town Engineer



(845) 628-1500 (845) 628-2087 Fax (845) 628-7085

Office of the Town Engineer

60 McAlpin Avenue Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer

Date: September 5, 2019

Re: C249- Town Hall Cleaning Services - Request to extend contract

On December 26, 2017 the Town of Carmel engaged CTE Incorporated d/b/a Reliable Cleaning System for Town Hall Cleaning Services. The contract duration was for two (2) years. The contract provided for two extensions for two (2) one (1) year periods at the unilateral option of the Town of Carmel. There is a price escalation as part of this continued service as follows:

2018	\$38,411.50	
2019	\$39,415.50	
2020	\$40,589.50	
2021	\$41,763.50	

We are satisfied with the performance of Reliable Cleaning. At this time we recommend that the Board exercise its option and extend the contract time for two (2) years. The commencement of the extension would therefore be from January 1, 2020 and would end of December 31, 2021.

We request that this matter be placed on an available work session for discussion.

Richard J. Franzetti, P.E. Town Engineer



(845) 628-1500 (845) 628-2087 Fax (845) 628-7085

Office of the Town Engineer

60 McAlpin Avenue Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer

(ATP)

Date: August 30, 2019

Re: C260-2019 – Carmel Sewer District 2 Sand Filter Roof

Per the Town Board's request, the Engineering Department solicited proposals from qualified Engineering to provide structural investigations, engineering reports for financing, bid documents and specifications and construction administration for replacement of the Carmel Sewer District 2 sand filter roof. Delaware Engineering was selected for this work and they have provided the attached assessment report.

The report recommended three (3) options and estimated costs for the work:

- 1. Replace roof covering in kind. Cost estimate \$180,062.50;
- 2. Reframe roof and replace roof covering; Cost estimate \$230,062.50;
- 3. Reframe roof, replace roof covering, and provide structural bracing. Cost estimate \$248,900.00;

The Engineering Department has reviewed the document and recommends that Option 3 be selected as it address the additional structural deficiencies noted in the assessment report (Page 2 of 11)

We have advised the Comptroller's office of this expenditure and per the attached there are sufficient funds in the Unreserved Fund Balance for this expenditure. A budget transfer from that line will be needed to encumber this expense.

I trust that this is adequate for your needs. Should you have any questions, please don't hesitate to contact me.

28 MADISON AVENUE EXTENSION \cdot ALBANY, New YORK 12203 (518) 452-1290 \cdot (518) 452-1335 f.

August 22, 2019

Richard J. Franzetti, P.E. Town Engineer Town of Carmel 60 McAlpin Avenue Mahopac, NY 10541

Re: Structural Observations – WWTP Sewer District 2

11 Old Route 6, Carmel, NY 10541

Dear Mr. Franzetti:

Delaware Engineering attended a site visit on May 20th, 2019 at the WWTP location noted above to complete a structural assessment of the existing roof structure. It is our understanding the existing building has shown signs of an envelope breach leading to water intrusion in multiple locations, particularly at the low-point and convergence of the two gable roofs. This water intrusion has led to damage to the interior of the structure, notably the ceiling and wall finishes in the break room. The majority of the roof surface is comprised of asphalt shingles at or near its service life, with the low-point of the roof constructed using a combination of metal flashing and rubber membrane. We believe the entirety of the roofing surface is from the original construction and is a major component leading to the cause of water intrusion and subsequent damage. A summary of our site observations is depicted below:

Observations:

The initial site visit consisted of a general walk-through of the existing building structure to observe glaring and obvious deficiencies, both internally and externally. The building is constructed of Concrete Masonry Unit (CMU) bearing walls, conventionally reinforced concrete foundations, wood trusses, asphalt shingles, and miscellaneous steel framing. Observations gathered from the site visit pertaining to the specific aspects of the building are outlined below:

Exterior: The exterior façade comprised of a composite material panel, is showing signs of deterioration. Although the deterioration does not appear to be a structural issue, the envelope at these locations has been compromised and will continue to facilitate water intrusion. From the exterior of the structure, the roof covering appears to be reaching its service life and is in need of replacement. The flashing and rubber membrane roofing material utilized between the two gable roofs needs special attention if the roof structure is going to remain. Additionally, proper rainfall and snow run-off needs to be addressed with new gutters and downspouts which must be routed away from the building.

Interior: The interior of the structure showed little sign of distress or deterioration amongst the main CMU bearing walls. The concrete floors also appeared to be in fair shape with minimal cracking. As described above, water intrusion particularly in the break room has deemed the space unusable as the finishes and



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ceiling have been damaged. It is our understanding the Town has temporarily terminated personnel access as well as terminating electrical service to the room until the envelope breach is resolved. In the filter portion of the building, a few ceiling panels are showing signs of damage and are not properly attached to the structure.

Attic: Delaware staff entered the attic space of the existing building through the access hatch in the filter ceiling, which is comprised of wood roof trusses. Access was limited to the two long gable roofs and the main filter roof – Delaware did not have access to the low-point between the two gable roofs which is exhibiting the envelope breach issues. Our observations indicate the roof structure itself is in fair shape with minimal signs of damage associated with water intrusion. Localized locations of minimally damaged plywood sheathing were noted in various locations along the ridge vent of all roof planes. Visible from the attic were the failing ceiling panels which have structurally detached from the roof trusses. Globally, the insulation in the attic space was intact and did not show signs of water intrusion.

Additional Structural Deficiencies Noted: During the investigation of the items noted above, Delaware noted some additional deficiencies that may require attention to ensure long-term stability of the structure. Masonry buildings require the walls to be either braced or be designed to span on their own. The latter is relatively difficult with a building of this proportion (i.e. tall walls). Therefore, the walls are typically braced by the roof diaphragm and corresponding framing. This is routinely completed where the roof framing (trusses) are installed perpendicular to the wall in question. However, in the parallel condition, there is a need for sub-diaphragms requiring special detail. The lack of these braces, hurricane ties, heel blocking, and gable-end bracing are items which should be installed.

Next Steps/Approach:

Delaware understands the roof covering is in need of replacement as deterioration has begun and will continue to create problems unless addressed. This includes the need to address the low-point in the roof convergence which is currently covered with metal flashing and rubber membrane roof. Delaware has also identified certain structural items which are recommended be installed to ensure long-term stability of the structure. To resolve the breach in envelope issue, as well as address the other miscellaneous items noted, Delaware has provided a two-option approach outlined below. The first option strictly involves replacing the roof covering in-kind. This will provide the Town with a short-term solution of unknown time. The second option will include a greater construction impact and increase in costs due to re-framing of the roof in certain locations to eliminate the main issue. A summary of the two options are outlined below:

1. Replace the roof covering in-kind (Option 1): Option 1 will require the demolition of the existing roof covering to expose the sheathing of the roof cavity. New underlayment and ice and water shield will be installed with a new 40-year asphalt shingle system. During construction, certain pieces of sheathing showing signs of deterioration will be replaced in-kind. This option is the least invasive and will minimize disruption to the plant process below. Associated costs with this option are outlined in the next section.



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- 2. Re-frame roof and replace roof covering (Option 2): Option 2 includes the demolition of the existing roof covering, as well as the replacement of the roof covering in-kind. However, Delaware recommends the roof be re-framed to eliminate the low point in the roof between the two gable roof planes. This may be accomplished by providing additional wood framing to creating one large gable roof plane. This can be constructed by over-framing the low-point of the roof, effectively removing the problem. This would eliminate the possibility of ice damming and ultimately water intrusion throughout the roof structure.
- 3. **Re-frame roof, replace roof covering, and miscellaneous items (Option 3):** Option 3 includes all of the work included under options 1 & 2, while also including the miscellaneous upgrade items specified under the *Additional Structural Deficiencies Noted* section above. These items are best suited under Option 3 as the installation of these items requires ample room which would be created by re-framing the roof structure.

A summary of the associated costs with each of these options is depicted in the following section. The estimates were developed with RS Means and includes prevailing wage rates.

Cost Estimates:

Ca	rmel WWTP - Option 1			
Description	Unit	Cost	Quantity	Total Cost
1 Mobilization, Bonds, Insurance	LS	\$40,000.00	1	\$40,000.00
2 Demolition of Existing Roof System	SF	\$1.50	8000	\$12,000.00
3 Hauling Disposal	CY	\$15.00	500	\$7,500.00
4 New Ice & Watershield & Felt	SF	\$0.75	8000	\$6,000.00
5 Plywood Replacement	SF	\$2.50	480	\$1,200.00
6 New Gutters	LF	\$12.00	200	\$2,400.00
7 New Snow Rails	EA	\$32.00	50	\$1,600.00
8 Ridge Vents	LF	\$9.00	150	\$1,350.00
9 New Asphalt Shingle Roof	SQ	\$500.00	80	\$40,000.00
		General Construc	tion Total	\$112,050
		Contin	gency 25%	\$28,012
		Er	ngineering	\$40,000
			TOTAL	\$180,062



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	Carmel WWTP - Option 2				
	Description	Unit	Cost	Quantity	Total Cost
1	Mobilization, Bonds, Insurance	LS	\$40,000.00	1	\$40,000.00
_	Demolition of Existing Roof System	SF	\$1.50	8000	\$12,000.00
	Hauling Disposal	CY	\$15.00	500	\$7,500.00
4	New Ice & Watershield & Felt	SF	\$0.75	8000	\$6,000.00
5	Plywood Replacement	SF	\$2.50	480	\$1,200.00
6	New Gutters	LF	\$12.00	200	\$2,400.00
7	New Snow Rails	EA	\$32.00	50	\$1,600.00
8	Ridge Vents	LF	\$9.00	150	\$1,350.00
9	New Asphalt Shingle Roof	SQ	\$500.00	80	\$40,000.00
10	Re-frame Low-point of roof	LS	\$40,000.00	1	\$40,000.00
			General Construc	tion Total	\$152,050
			Conting	gency 25%	\$38,012
			Er	gineering	\$40,000
				TOTAL	\$230,062

	Carmel WWTP - Option 3					
	Description	Unit	Cost	Quantity	Total Cost	
1	Mobilization, Bonds, Insurance	LS	\$40,000.00	1	\$40,000.00	
2	Demolition of Existing Roof System	SF	\$1.50	8000	\$12,000.00	
3	Hauling Disposal	CY	\$15.00	500	\$7,500.00	
4	New Ice & Watershield & Felt	SF	\$0.75	8000	\$6,000.00	
5	Plywood Replacement	SF	\$2.50	480	\$1,200.00	
6	New Gutters	LF	\$12.00	200	\$2,400.00	
7	New Snow Rails	EA	\$32.00	50	\$1,600.00	
8	Ridge Vents	LF	\$9.00	150	\$1,350.00	
9	New Asphalt Shingle Roof	SQ	\$500.00	80	\$40,000.00	
10	Re-frame Low-point of roof	LS	\$40,000.00	1	\$40,000.00	
11	Additional Structural Deficiencies	LS	\$15,000.00	1	\$15,000.00	
			General Construc	tion Total	\$167,050.00	
			Contingency 25% \$41,70		\$41,762.50	
			Er	gineering	\$40,000.00	
				TOTAL	\$248,812.50	



Summary:

The observations gathered during the initial site visit indicate the existing roof covering requires replacement in order to prohibit further water intrusion into the building. Outlined as Option 1 above, this is the minimum that needs to take place for the building to operate sufficiently. However, Delaware strongly recommends the Town entertains undergoing Options 2 or Option 3 to provide a long-term solution. Please contact me with any questions or comments you may have.

Sincerely,

Alex Herrmann, PE, SE

als Zz

Structural Engineer/Project Manager



Appendix



Figure 1 - Ceiling separation from truss structure



Figure 2 - Pipe Penetration through upper concrete ceiling assembly

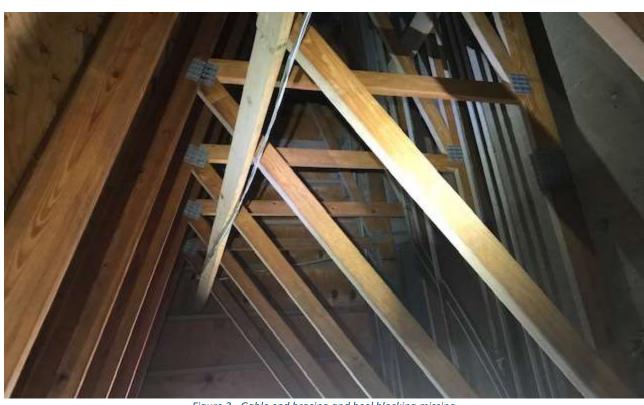


Figure 3 - Gable end bracing and heel blocking missing



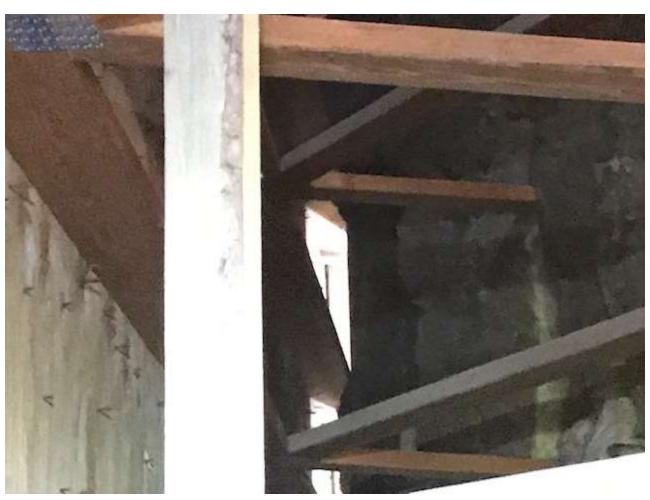


Figure 4 - Heel blocking missing



Figure 5 - Steel beam carrying truss reactions - ceiling intact

From: <u>Esteves, Donna</u>
To: <u>Franzetti, Richard</u>

Cc: <u>Maxwell,Mary Ann; "John Folchetti"</u>

 Subject:
 RE: 08-28-19 - R2091-001 - CSD 2 Roof Costs

 Date:
 Wednesday, August 28, 2019 10:45:18 AM

Rich.

The funds are available in the Unreserved Fund Balance. I spoke with Mary Ann about this and I will request a budget transfer from that line to encumber this expense.

Donna Esteves

Town of Carmel ~ Engineering Department 60 Mc Alpin Ave Mahopac, NY 10541 845-628-1500 ext. 184

From: Franzetti, Richard

Sent: Wednesday, August 28, 2019 10:36 AM

To: Esteves, Donna

Cc: Maxwell, Mary Ann; 'John Folchetti'

Subject: 08-28-19 - R2091-001 - CSD 2 Roof Costs

Donna

Are there sufficient funds in the CSD 2 budget to funds the replacement of the sand filter roof. The cost is estimated at \$250,000.

Richard J. Franzetti. P.E, BCEE

Town Engineer 60 McAlpin Avenue

Mahopac, New York 10541

Phone - (845) 628-1500 ext 181

Fax – (845) 628-7085 Cell – (914) 843-4704

rjf@ci.carmel.ny.us

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Richard J.Franzetti, P.E. Town Engineer



(845) 628-1500 (845) 628-2087 Fax (845) 628-7085

Office of the Town Engineer

60 McAlpin Avenue Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer

ATP)

Date: September 5, 2019

Re: Request Payment for Repairs/Services

This memorandum is being presented to the Town Board to request payment of the attached repairs invoices. These invoices are over the Town of Carmel's procurement policy threshold. The following provides a brief a summary of the work that was performed.

Carmel Water District 2 – Hydrant Replacement
 On August 11, 2019 Inframark, the operators for CWD2, notified the Engineering
 Department of a leaking fire hydrant on Stoneleigh Avenue. Upon further investigation it
 was determined that the hydrant needed to be replaced. Attached is an invoice in the
 amount of \$7,127.28 for Kuck Excavating to perform the repair.

We have advised the Comptroller's office of this expenditure and per the attached there are sufficient funds in the budget for this work as described. The Engineering Department requests that the Town Board approve payment.

ED KUCK EXCAVATING INC 20 Day Road Carmel NY 10512

August 22, 2019 Emergency – Fire Hydrant Replacement

Town of Carmel Engineering Dept 60 McAlpin Avenue Mahopac, NY 10541

Attn: Robert Vara

Job Location: Stoneleigh Ave – Across from McDonalds

Job Date: 8/12/19 - 8/13/19 - NIGHT

As per: Inframark

Job Description

· Saw cut concrete and remove

Excavate and expose broken fire hydrant

Install new hydrant and connect

Install thrust block

Install Gravel

· Install item4 and compact

• Concrete / lawn restoration to follow

CWD# 2 REQ # Inv # TOC 067-19 Tax ID- 133851002 Vendor - 0670

Materials	Total hrs, yds, qty	Price per yd,qty,day	Total
Track Hoe MR55	13 hours	\$85.00	\$1,105.00
Machine operator	13 hours	\$90.00	\$1,170.00
Laborers	2 men X 13 hours	\$72.00	\$1,872.00
Dump truck	13 hours	\$90.00	\$1,170.00
Support Vehicle	Day rate	\$155.00	\$155.00
Jumping Jack	Day rate	\$70.00	\$70.00
Mud Sucker	Day rate	\$70.00	\$70.00
Chop saw	Day rate	\$70.00	\$70.00
Gravel	10 yards	\$46.00	\$460.00/
Item 4	18 yards	\$40.00	\$720.00
Thrust Block	1	\$65.00	\$65.00
Light Tower Rental		\$200.28	\$200.28
Total			\$7,127.28





(845) 628-1500 (845) 628-2087 Fax (845) 628-7085

Office of the Town Engineer 60 McAlpin Avenue Mahopac, New York 10541

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number. Carmel Was	ter Distric	t #2					
Location (street address): Stone	leigh A	re. across from Mc	Donalds				
Time and Date of Main Break or H	ydrant Dama	age: 8-12-19 6 8-	13-19				
Field Response:			HRS				
Manpower	HRS	Equipment Mr-55	13_				
1 operator	26	Dump truck	13				
2 Inhoress							
Water Main: Size: Ma	aterial:	Depth to Main					
5	del-						
Repair Materials Utilized:	Repair Materials Utilized: 1 fire hydrand (1) ductile iron star grif						
maga lug (1) 6" muelle	r hudia	nt extension					
0 0							
Cause of Main Break or Hydrani	: Damage:	replaced leaking	hydirant				
02000							
Description of Damage caused,	if any:						
Future Restoration Required:							
Pavement:	The state of the s	Sidewalk:	and the state of t				
Lawn Area:	3	Shrubs:	a prince				
Cause of Main Break or Hydrai	nt Damage:						
Date Repair Completed: 8	-13-19	Prepared by: Amana (Pri	da Dergado				
		11.11	ITMM LAMILIAN				

From: <u>Esteves, Donna</u>
To: <u>Franzetti, Richard</u>

Subject: Stoneleigh Ave Fire Hydrant Replacement Date: Wednesday, August 28, 2019 9:17:11 AM

Attachments: TO 067-19.pdf

Rich.

Please see attached invoice that will require authorization from the Board for payment. There are sufficient funds in the CWD #2 budget to cover this expense.

Thanks,

Donna Esteves

Town of Carmel ~ Engineering Department 60 Mc Alpin Ave Mahopac, NY 10541 845-628-1500 ext. 184 Richard J.Franzetti. P.E. Town Engineer



(845) 628-1500 (845) 628-2087 Fax (845) 628-7085

Office of the Town Engineer

60 McAlpin Avenue Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

Richard J. Franzetti P.E. Town Engineer From:

September 5, 2019 Date:

Re: Pump House Roof CWD 1, 8, 10 and 13

Bee and Jay (B&J), the operators for Carmel Water Districts 1, 8, 10 and 13 water treatment plant (WTP), has alerted the Engineering Department (Department) that the roof above the raw water pump house is in need of repair. This building houses three (3) raw water booster pumps and associated electronic controls. B&J has indicated that this is the original roof on this building and is starting to show signs of water damage and deterioration of the existing rafters. The roof is approximately 70 years old.

This Department requested and received the following quotes (attached) for replacement of the roof above this building:

Certified Contracting Services Inc. \$9.000.00 Richard Barletta Construction \$9.200.00

Hastings Roofing Decided not to bid

The Board should note that as per the attached, the roof was inspected for asbestos and it was determined that there was not a need for any abatement.

Since the plant serves water districts 1, 8, 10 and 13, the cost must be allocated to each of these districts. A reasonable approach to allocate the costs is based upon district flow. Therefore the cost distribution would be as follows:

•	CWD#1	9.2%	\$828.00
•	CWD#8	58.5%	\$5,265.00
•	CWD#10	19.5%	\$1,755.00
•	CWD#13	12.8%	\$1.152.00

We have discussed this matter with the Comptroller and were advised that are there are sufficient funds in the budget for this purchase and will be allocated between CWD districts 1,8,10 and 13.

This Department respectfully requests that this matter be placed on the next Town Board work session.

From: <u>Esteves,Donna</u>
To: <u>Pasquerello,Anne</u>

Cc: Schmitt, Kenneth; Franzetti, Richard; Greg Folchetti

Subject: CWD #8 Roof Replacement

Date: Tuesday, September 10, 2019 11:47:34 AM

Attachments: 09-05-19 CWD 8 Pump House Roof Memo to TB.PDF

Anne,

Per the attached memo, the Engineering Department recommends the roof replacement at CWD #8 Pumphouse be awarded to Certified Contracting Services Inc., in the amount of \$9000.00.

Thanks,

*Donna Esteves*Town of Carmel ~ Engineering Department 60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

CERTIFIED CONTRACTING SERVICES Inc.

388 Route 6 Mahopac, NY 10541 P: (845) 621-0300 F: (845) 621-5766

> ~Fully Licensed & Insured~ #PC7472 #WC30562

Attention: Richard Franzetti Date: 7/30/19

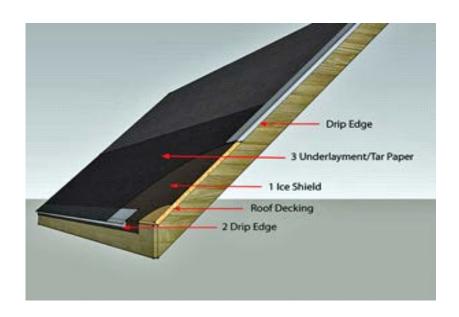
Project Site: 717 Rt. 6, Town of Carmel Water District 8 Pump Station

E-Mail/Phone: RJF@ci.carmel.ny.us / 845.628.1500

Certified Contracting Services Inc. is contracted to provide all materials and labor to complete the work specified below.

Installation of New Roof

- · Tear off existing shingle roofing and underlayment
- Replace all damaged decking with comparable thickness CDX plywood
- · Replace all joists and framing
- Install ATLAS Ice and water shield along 3 feet of all roof edging
- Install ATLAS synthetic underlayment
- Install ATLAS 3M Scotchgard starter shingles
- Shingle main roof (up to 575 sq. ft.) with ATLAS 3M Scotchgard Pinnacle Pristine shingles with 4 nails per shingle as per manufacturer's guidelines and to meet requirements for wind speed warranty



• Install approx.. 22 linear feet of "Cobra" ridge vent system (Image below shows air-flow originating from soffit vents and escaping through the installed ridge vent)



Cost Breakdown:

•	Demo for existing roof and joists =	\$2,000.00
•	Framing with new joists (17 per side) =	\$3,000.00
•	Install new 3/4" CDX plywood decking =	\$1,500.00
•	Install new underlayment, ice shield and shingles =	\$2,500.00

TOTAL COST FOR FULL PROJECT:	\$9,000,00
ILIIAI LUNI FUR FUII PRUIFLI'	59.000.00

Exclusions:

- All environmental and asbestos related items and testing, including the abatement of asbestos.
- All work other than what is listed in this proposal.

Scope of Work List

- We will schedule a work starting date that will adhere to a two day starting window (weather permitting). Any changes to this date will need to be mutually agreed to by the owner and contractor. Owner will receive notification of their starting date within 48 hours of the receipt of their deposit in contractor's office.
- We will return to job site and do a detailed exterior measurement as per manufacturer ordering specifications.
- We will order, arrange for delivery and Pre-pay in full all raw materials necessary to complete the work at the above-described location.

- We will have an onsite safety meeting with the Owner or his representative. Following this meeting all work will commence.
- We will safety tape a work area directly below work locations on a daily basis. Owner will be responsible for informing all tenants and customers to avoid work areas.
- Owner will provide use of 1 parking spots close to building for use as a staging area on an exclusive basis for the duration of the on-site work term of this contract.
- We will have all necessary supplies and materials delivered to the work site.
- Do final clean up and review work with Owner (including use of magnets, rakes and blowers).
- We will cart away and dispose of all debris caused by the work in accordance with local, state and federal regulations.
- We will arrange for, schedule, inform Owner of time and date, attend, and pass a thorough inspection presenting passing certificate to Owner.
- Upon completion of work and receipt of final payment listed below in the payment schedule, this contractor will warranty all labor and material as described on the warranty page of this contract.

Payment Schedule:

DUE AT CONTRACT SIGNING	\$4,500.00
DUE AT 50% OF JOB COMPLETION	\$0
DUE AT 100% OF JOB COMPLETION	\$4,500.00

TOTAL: \$9,000.00

Notes:

- THIS IS A PREVAILING WAGE JOB
- THE ROOF HAS BEEN TESTED FOR ASBESTOS NONE WAS FOUND NO ABATEMENT NECESSARY
- Owner responsible for providing electricity through two (2) twenty amp electrical circuits to contractor.
- Any architectural costs are the responsibility of the owner.
- All materials and methods will satisfy all local building codes.
- Contract price includes all delivery and material costs for the work outlined on the scope of work area page of this contract.
- Contract price includes all labor, material costs and removal of all job related debris.
- All materials are covered by the manufacturer's warranty of 30 years
- All labor/installation work is covered by CCSI's all-inclusive 5 year warranty

Signing for Gerard Ahler Contract Signing Date:// Contract Start Date:// Proposed Contract Completion Time: 5-6 days Roof Color: Siding Color: Membrane color:	Certified Contracting Services Inc. reserves the right to withdraw this contract proposal if the parties have not entered into this contract by September 30, 2019. Entry into this contract will be assumed by receipt of customer's deposit at the office of Certified Contracting Services Inc.
Customer's Signature	

NOTICE OF CANCELLATION AS PER STATE OF CONN, STATE OF NJ, NYC, NASSAU, ROCKLAND, WESTCHESTER, AND PUTNAM COUNTIES.

You may cancel this transaction, without any penalty or obligation, within three business days from the above "Contract Signing Date".

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, insubstantially good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or send a telegram to: Certified Contracting Services Inc. 854 Route 6, Mahopac, NY 10541 no later than midnight of the third day after the date of the "Contract Signing Date" listed in contract

I hereby cancel this transaction (Date)//	Your Signature:

Proposal

Richard Barletta Construction

Accepted:

SLATING . METAL WORK . ALUMINUM WINDOWS AND DOORS

198 LAKE DRIVE	(845) 628	3-3983	MAHOPAC, NI	EWYORK 10541
	License # PC1631 •			
PROPOSAL SUBMITTE		DATE 8-20	-19	
NAME TOWN OF CARMISL WATE	5R 171571CT8	JOB NAME		
717 RT. 6	PUMP STATION	STREET		
CARMEL		CITY		STATE
STATE NY.		ARCHITECT		DATE OF PLANS
We hereby submit specifications and estimate THE ABOUE ADDRESS. 1) REMOVE EXISTING S 2.) REMOVE EXISTING S 3.) REMOVE ALL DEBTO 4) REFRAME WITH NEW 5.) INSTALL NEW 3/4	HINGLE ROOF I RAFTERS AND SI RIS	ROM ENTIRE HEETING-		D TO
6.) INSTALL NEW ICE ST NEW UNDERLAYMENT	PAPER. INSTI	R PERIMETER	SPHALT	4
SHINGLE TO SPECS	REQUESTED I	INSTALL NE	w RIDE	13
VENT TATAL A	FMOUNT FOR U	mer Tois	COMP CACO	9,100.00
	furnish labor and materials			ifications, for the sum of :
		illars (\$		nt to be made as follows:
All material is guaranteed to be as specified. All from above specifications involving extra costs, All agreements contingent upon strikes, acciden are fully covered by Workmen's Compensation	will be executed only upon write its or delays beyond our control.	ten orders, and will beco	ome an extra charge over a made and other necessary is	nd above the estimate.
	Acceptance of	Proposal		
The above prices, specifications and co as specified. Payment will be made as o		nd are hereby accep	oted. You are authorize	ed to do the work

From: Lou Ricci
To: Franzetti, Richard

Subject: Re: 09-03-19 - Request for Quote for 717 Rt 6 Town of Carmel Water District 8 Pump Station

Date: Thursday, September 05, 2019 9:29:48 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Franzetti:

Unfortunately at this time we will be unable to bid on this project.

Thanks.

Dennis

On Tue, Sep 3, 2019 at 9:29 AM Franzetti, Richard < rif@ci.carmel.ny.us > wrote:

Good Morning,

Please review the attached **revised scope of work** for the referenced project.

Sorry ahead of time for the inconvenience, however please provide a quote (either new or revised) by COB on Wednesday September 4, 2019.

Thanks and call with any questions.

Richard J. Franzetti. P.E, BCEE

Town Engineer

60 McAlpin Avenue

Mahopac, New York 10541

Phone - (845) 628-1500 ext 181

Fax – (845) 628-7085

Cell – (914) 843-4704

rjf@ci.carmel.ny.us

This communication may be confidential and is intended for the sole use of the addressee(s). No use or reproduction of the information provided is permitted without the written consent of the Town of Carmel. If you are not the intended recipient, you should not copy, disclose or take any action in reliance on this communication. If you have received this communication in error, please notify the sender by reply e-mail and delete the message and any attached documents.

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Lou Ricci Hastings Roofing INC. 975 Nepperhan Ave Yonkers NY10703

PH: (914) 375-3671 FX: (914) 375-3672 From: <u>Vara, Rob</u>
To: <u>Franzetti,Richard</u>

 Cc:
 Esteves, Donna; Farrell, Brennen

 Subject:
 08-10-2019 CWD#8 Pump House

 Date:
 Friday, August 09, 2019 1:32:03 PM

Rich,

Copple reports no ACM on roof with the exception of mastic around electric mast head. He will sample the mastic next week in its entirety, thus rendering academic the need for any abatement. He will then issue us an inspection and closure report.

Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

Ph. 845-628-1500 ex. 183 Fax:845-628-7085

From: <u>Esteves, Donna</u>
To: <u>Franzetti, Richard</u>

Subject: RE: 09-03-19 - Request for Quote for 717 Rt 6 Town of Carmel Water District 8 Pump Station

Date: Thursday, September 05, 2019 3:37:49 PM

Yes, there are sufficient funds in the budget for this expense.

Donna Esteves
Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

From: Franzetti, Richard

Sent: Thursday, September 05, 2019 3:26 PM

To: Esteves, Donna

Subject: FW: 09-03-19 - Request for Quote for 717 Rt 6 Town of Carmel Water District 8 Pump Station

Donna Are there sufficient funds in the CWD 1, 8, 10 and 13 budgets for the attached.

CWD			9000
1	9.2	9.2%	828
8	58.5	58.5%	5265
10	19.5	19.5%	1755
13	12.8	12.8%	1152
	100		9000

Richard J. Franzetti. P.E, BCEE

Town Engineer 60 McAlpin Avenue

Mahopac, New York 10541 Phone - (845) 628-1500 ext 181

Fax – (845) 628-7085 Cell – (914) 843-4704

rjf@ci.carmel.ny.us

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From: gerard ahler [mailto:ccsi3886@gmail.com] Sent: Thursday, September 05, 2019 3:23 PM

To: Franzetti, Richard

Cc: gerard ahler; Robert Lindenberg

Subject: Re: 09-03-19 - Request for Quote for 717 Rt 6 Town of Carmel Water District 8 Pump

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Rich,

Please see final revised proposal as discussed. Please let us know how else we can help.

Thanks

On Tue, Sep 3, 2019 at 9:29 AM Franzetti, Richard < rif@ci.carmel.ny.us > wrote: Good Morning,

Please review the attached **revised scope of work** for the referenced project.

Sorry ahead of time for the inconvenience, however please provide a quote (either new or revised) by COB on Wednesday September 4, 2019.

Thanks and call with any questions.

Richard J. Franzetti. P.E, BCEE Town Engineer 60 McAlpin Avenue Mahopac, New York 10541 Phone - (845) 628-1500 ext 181 Fax - (845) 628-7085 Cell - (914) 843-4704 rjf@ci.carmel.ny.us

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Certified Contracting Services Inc. 388 US Route 6 Mahopac NY 10541 845-208-7035 phone 845-621-5766 fax Richard J.Franzetti, P.E. Town Engineer



(845) 628-1500 (845) 628-2087 Fax (845) 628-7085

Office of the Town Engineer 60 McAlpin Avenue

Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

Richard J. Franzetti P.E. Town Engineer From:

Date: September 4, 2019

Request to attend Conference Re:

Attached please find a flyer which outlines an upcoming conference which I respectfully request to attend:

1. Southeast NY Stormwater Conference. Sponsored by the Lower Hudson Coalition of Conservation Districts on October 16, 2019 at the Dutchess Manor. The seminar's focus is on stormwater management and will address the topics related to green infrastructure design and retrofits and phosphorus load reduction strategies

The cost for this one (1) day seminar is \$135.00.

There are sufficient funds in the Engineering Departments budget to cover the cost for this conference.

I respectfully request that this matter be placed on the next available work session for discussion.

19th Annual Southeast New York Stormwater Conference

and
Trade Show



October 16th, 2019

Presented by:

The Lower Hudson Coalition of
Conservation Districts



www.lhccd.net

TOWN OF CARMEL

ONLINE DOG PORTAL

QUOTE



DECEMBER 2018





Our Online Dog Portal integrates seamlessly with the Clerk Licensing System. This allows residents to quickly access their current license information and renew expiring licenses using any device connected to the internet.

FEATURES AVAILABLE TO RESIDENTS 24 HOURS A DAY, 365 DAYS A YEAR



View Current Information

Access current dog licensing information including expiration date



Renew Dog Licenses

Conveniently & securely renew licenses using credit, debit, or electronic check

APPLICATION FEATURES



Rabies Validation

The system automatically verifies renewability based on the related rabies certification expiration. If the certification has expired, the resident will not be able to renew online and will receive a request for a new rabies certificate.



Automatic Sync

Avoid manual entry! This system automatically syncs all online dog license renewal transactions and imports them back into the Dog Module within the Clerk Licensing System where they are placed in a queue.



Easy Balancing

All online renewal transactions are clearly marked as "Internet" on the daily cash report and the dog transaction report for easy balancing of payments received.



"Transforming the way government works"

661 Plank Road • Clifton Park • New York • 12065 • Phone 518-371-6869 • Fax 518-371-8207

12/19/2018

TOWN OF CARMEL ONLINE DOG PORTAL QUOTE

SUFTWARE/SERVICES:	<u>COS1:</u>
Online Dog Licensing Portal (\$500)	\$500
System Configuration (2 hours @ \$150/hour)	\$N/C
System Training (30 mins via webinar)	\$N/C
Total Software/Services:	\$500
Annual Hosting, Support & Maintenance Fee: (\$25/month invoiced annually)	\$300
Total 1st Year Cost:	\$800
Approved by:	
Name	
Signature	
Title	
Date	



Online Renewal for Dog Licensing

- 1. The convenience fee that the customer will pay in addition to the dog license fee is \$1.75.
- 2. Payments will be made by our credit/debit card partner via direct deposit to your account every night; the payment will be a total of all the transactions processed that day; the funds are typically available in your bank account after 2 business days.
- 3. You will be able to print a hard copy of each on-line renewal for your files; the online transactions will be posted to your BAS in-house system; at that point you will be able to print licenses and run reports as part of your normal operation.
- 4. The dog website (portal) will be hosted by BAS; there is an app tool that sync's the data between your in-house database and our online portal.



PRICING FEE SCHEDULE BAS Integration

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

• Service Fee Model – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

2.45% of the payment amount with a minimum fee of \$1.75 \$3.95 for Visa Debit Cards - Tax Program Only

Electronic check

Includes Forte Verification for known accounts

eCheck Transaction Tiers	Fees	Frequency	
\$0.00 to \$50,000.00	\$1.75 w/Verification	Per Transaction	
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction	
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction	
	\$10.00		
	w/Verification		
\$100,000.01 to \$150,000.00		Per Transaction	
	\$15.00		
\$150,000.01 + \$250,000.00	w/Verification	Per Transaction	

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product and Optional Service Pricing	Description	Fees and Cost of Equipment	
VeriFone Vx520 EMV Terminal		\$0.00 per reader placed at Forte's expense	
VeriFone Vx520 Hybrid Cable Requirement	Used for Hybrid Load Terminals	\$24.95	
On-line Reporting Tools	All Channels (INT, IVR, POS)	Unlimited Users \$0.00	
Set-Up Fee	Configuration, Implementation, Training	WAIVED	

Equipment Placement

Merchant understand and agrees that it will not acquire any title, or any other ownership right to any equipment provided by Forte in conjunction with the Services hereunder. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Forte and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation if any such becomes necessary. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software and such will be protected under the Agreement. At all times, Forte or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software. Upon termination of this Agreement, Merchant shall return any equipment provided by Forte, to Forte at Forte's expense and in accordance with Forte's instructions for return.

Select pricing option desired	d: Service Fee Pricing	
*Required Merchant Signat	ture:	
1		
Date		

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"	"), including all applicable appendices and addendums hereto,
is entered into as of, 20	(the "Effective Date") by and between CSG Forte Payments,
Inc. ("FORTE" or "Party") a Delaware corporation	n and ("AGENCY" or "Party")

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

- 2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.
- 2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know- how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates may have in and to such refinements and improvements. All reference to any of FORTE's service marks,

trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.forte.net/trademark.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

5. TERM AND TERMINATION

- 5.1 Term. This Agreement shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.
- 5.2 Termination. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

6. TRANSACTION PROCESSING

- 6.1 **Accepting Transactions**. FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.
 - 6.1.1 **Sale Transactions**. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.
 - 6.1.2 **Auth/Capture Transactions**. If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.
- 6.2 **Transaction Format**. FORTE is responsible only for processing Transactions which are received and

approved by FORTE in the proper format, as established by FORTE.

- 6.2.1 **Card Not Present Transactions**. For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.
- 6.3 **AGENCY Account**. In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.
- 6.4 **Limited-Acceptance Agency**. If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.
- 6.5 **Bona Fide Sales**. AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.
- 6.6 **Setting Limits on Transaction Amount**. AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249—Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.
- 6.7 **Modifying Transactions**. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.
- 6.8 **Delay or Rejection of Transactions**. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.
- 6.9 **Returned Items**. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.
- 6.10 **Chargebacks**. AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such

Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY. 6.11 **Excessive Chargebacks**. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

- 6.12 **Resubmitting Transactions**. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.
- **Settlement.** Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.
- 6.14 **Provisional and Final Payment**. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.
- 6.15 **Reporting**. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

- 7.1 **Constituent Authorization**. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.
- 7.2 **Retention**. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health- related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.
- 7.3 **Revoked Authorization**. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 **ACH Authorization**. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2	Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third
party	service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide
	("Partner") with its FORTE merchant account information and credentials. If
applic	cable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its
behal	f.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

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12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Schedule(s) attached hereto or any amendments thereto. Pricing which utilizes an Absorbed Fee Model will be billed to the AGENCY

monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing which utilizes a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

- 12.2 Pricing which utilizes a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.
- 12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

13. LIMITS OF LIABILITY

- 13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.
- 13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

- 14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.
 - 14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.
 - 14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.
- 14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:
 - 14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.
 - 14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.
- 14.3 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:
 - 14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.
 - 14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.
 - 14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:	Notices to AGENCY:				
CSG Forte Payments, Inc.					
500 W. Bethany Drive					
Suite #200					
Allen, TX 75013					
Attn: General Counsel					

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning

of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

FORTE:	AGENCY:
By:	By:
Name:	Name:
Title:	Title:

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-andforward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the

disclosing Party's company(s) or investments or its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry) – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data

Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver –An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated

payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions –Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant's systems, by using Merchant's access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at http://www.forte.net/fair-credit-reporting-act; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

- 2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.
- 2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.
- 2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.
- **3. Retention of Data.** Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C ACCOUNT UPDATER SERVICES

- 1. **Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Agency Requirements for Account Updater Participation.
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
 - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

- 2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.
- 3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.
- Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.
- 5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:
- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.
- 6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.
- 7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).
- 8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.
- 9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.
- 10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

- 11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.
- 12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.
- 13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.
- 14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.



Merchant Application

Business Information								
Merchant's Legal Name:					Department (DBA):			
Physical Street Addre	ss (No PO Boxes):							
City:						State:	Zip Code:	
Phone:				Fax:			1	
Customer Service/Ge	neral Office Phone Nu	ımber:		Website:				
Primary Contact-Sy	stem Administrator			Second	Secondary Contact-Billing:			
Name:				Name:	Name:			
Business Phone:				Business	Business Phone:			
E-mail:				E-mail:	E-mail:			
IT Contact:				Third Pa	Third Party Vendor (If Applicable)			
Name:				Vendor N	Name:			
Business Phone:				Contact	Name:	Cor	ntact Phone:	
E-mail:				Email:				
Business Profile								
Federal Tax ID:		Merchan	t Time Zone:		Cut-Off Time:			
Avg. Bill Amt.: \$	Max.	Bill Amt.: \$			nnual \$ Collected heck/CC/Money Order): \$			
Bank Account When	re Funds Will Be De	posited						
Deposit Transit Routing/ABA Number (9 Digits): Deposit Bank Account Information DDA/Checking Account #:								
If a Different Bank A	Account Is Needed	o Debit Fees,	Provide the	Informatio	on Below			
Debit Transit Routing Number (9 Digits):	/ABA				ank Account Information ecking Account #:			
Select Services	Select Payment Ty	pes To Be Acc	cepted				Pricing	
Internet (WEB)	Visa Master	Card Disco	over AMI	See and sign an			**See and sign the Pricing	
Phone (IVR)	Visa Master	Card Disco	over AMI	x eCheck All			Schedule	
Terminal (POS)	Visa Master	Card Disco	over AMI	EX All	Number of Terminals			
What type of services	or products are you	accepting paym	ents for?			"		
Notifications			•					
Name:								
			ccounting		nanco	٨١١		
Returned Check Training Reporting IT Accounting Notifications/Maintenance All Name: Email:						All		
			ccounting			All		
Name: Phone Number:			o o	Email:				
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Name: Phone Number: Returned Check Training Reporting IT Acc				ccounting	Notifications/Mainte	nance	All	
Netainea CileC	i. Iraining	cporting	IT A	iccourring	rvouncations/iviallille	.i iai ice	, MI	



Merchant Application

Terminals					
Should a Field Be Collected on the Point of Sale Terminal.		Does The Terminal Require a Static IP Address?			
Yes	No	Yes Receipt Header Inforn	No		
If Yes, Provide the Names of the Fields to Be Collected - i.e., Cashier ID or Invoice Number		Receipt Header IIIIOIII	пацоп		
Name					
Name					
Signature:				Date:	
Printed Name:				Title:	

file: Tax Receives -Credit Coud Services

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all exhibits and addendums hereto, is made by and between Forte Payment Systems, Inc. ("Forte") a California corporation and Town of Carmel ("Agency").

Forte and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House ("ACH") processing services (the "Services") selected by the Agency who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. Definitions.

Account: Bank Account or Card Account,

Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.

Business Day: Any day other than Saturday, Sunday or Federal Holidays.

Card: Credit Card or Debit Card.

Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.

Issuer: The bank or financial institution which issued the Account to the Constituent.

Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.

Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any

applicable debit card networks.

Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.

Rule: Operating Rules which are established by the applicable Payment Associations.

Regulation: Any applicable Local, State and Federal Law.

Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FORTE or Processor for any amounts owed as a result of any applicable Transactions.

Transaction: Electronic request submitted to FORTE to affect a Constituent's Account. Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. Use License.

Subject to the terms and conditions of this Agreement, FORTE hereby grants to Agency a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. Ownership.

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary

Version 0915.1

Property"). are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. Confidentiality.

Agency acknowledges that the products, services and information relating to FORTE's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the "Confidential Information"). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency's employees or affiliates who require access for Agency's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure. (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware/of Agency's breach or threatened breach of this Section, FORTE may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

5. Term and Termination

- 5.1 Term. This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intent to terminate the Agreement no later than 90 days prior to the end of any term.
- 5.2 **Termination.** In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FORTE to comply with any applicable Law, Rule or Regulation.

6. Transaction Processing

6.1 Accepting Transactions. FORTE shall process Credit Card, Debit Card and ACH Transactions on the Agency's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

- 6.1.1 Sale Transactions. All Transactions sent to FORTE utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time.
- 6.1.2 Auth/Capture Transactions. If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.
- 6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.
 - 6.2.1 Card Not Present Transactions. For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.
- 6.3 Agency Account. In order to provide transaction processing services, FORTE may need to establish one or more Agency Accounts on Agency's behalf or require Agency to establish a Agency Account with a provider pre-approved by FORTE.
- 6.4 Limited-Acceptance Agency. If appropriately indicated on Agency's application attached hereto, Agency may be a limited-acceptance Agency, which means that Agency has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Agency, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.
- 6.5 Bona Fide Sales. Agency shall only complete sales transactions produced as the direct result of bona fide sales made by Agency to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Agency, or for purposes related to financing terrorist activities.
- 6.6 Setting Limits on Transaction Amount. Agency may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Agency may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Agency is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249—Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.
- 6.7 Modifying Transactions. Agency shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between Agency's records, FORTE and Agency's bank, or with respect to any Transaction that Agency believes was made erroneously or without proper authorization. At Agency's request, FORTE will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic

- mail will be deemed as "in writing" for these purposes), signed or sent by an individual preauthorized by Agency to make such requests and delivered to FORTE. Agency agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FORTE's inability to accomplish the request before the Transaction has been processed through the applicable Payment Network.
- 6.8 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to Agency by reason of the rejection of any such Transaction.
- 6.9 Returned Items. FORTE shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.
- 6.10 Chargebacks. Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.
- 6.11 Excessive Chargebacks. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.
- 6.12 Resubmitting Transactions. Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.
- Settlement. Settlement of Agency's funds for Transactions, less any Chargebacks or Returns, to Agency's designated settlement account will occur within 72 hours of Origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process Agency's sales data to facilitate the funds transfer between the various Associations and Agency. After Acquirer receives credit for such sales data, Acquirer will fund Agency, either directly to the Agency-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Agency agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Agency, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Agency. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Agency-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Agency

if settled to Agency-owned account or debited from the FORTE Designated Account if settled to that account.

- 6.14 Provisional and Final Payment. Agency, Agency's third party senders (if applicable), and/or Agency's agent(s) understand and agree that Entries may be transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and Agency will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of Agency concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless Agency and Forte have agreed that the laws of another jurisdiction govern their rights and obligations.
- 6.15 Reporting. FORTE will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FORTE Internet-based Payments Gateway platform.

7. Transaction Authorization

- 7.1 Constituent Authorization. Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.
- 7.2 **Retention.** Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.
- 7.3 Revoked Authorization. Agency shall cease initiating Transactions to a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authority. Agency may re-initiate Transactions to a Constituent's account only upon receiving new authorization from Constituent.
- 8. Agency Prohibitions. Agency must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Agency impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Agency, v) disburse funds in the form of cash unless Agency is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Agency), or Agency is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Agency, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Agency, or ix) submit a transaction that represents collection of a dishonored check. Agency further agrees that, under no circumstance, will Agency store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Agency nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

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9. Authorization.

- 9.1 Agency authorizes FORTE to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement.
- 9.2 If Agency uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, Agency authorizes FORTE to provide

 BAS ("Partner") with its FORTE merchant account information and credentials. If applicable, Agency authorizes Partner to originate transactions and receive the corresponding results on its behalf.

10. Constituent Disputes.

All disputes between Agency and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between Agency and Constituent. Agency agrees that FORTE bears no responsibility or involvement in any such dispute.

11. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on Agency for any violation of the Rules, Regulations or Laws by Agency, such fee or fine may be passed through Forte to Agency. Without limiting the foregoing, Agency agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard. Discover, and/or Payment Associations, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations.

12. Pricing and Payment.

- 12.1 FORTE will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.
- 12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.
- 12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FORTE will pass through the increases with no additional markup to Agency. FORTE will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

13. Indemnification.

To the extent permitted by law, each party bears all responsibility for its own employees' actions while in its employ. Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, actions. losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including

settlement costs, that relate to or result from (i) any material breach of this Agreement, including but not limited to a breach of the party's representations and warranties contained herein; or (ii) any actual or alleged violation by the party of any applicable Law, Rule or Regulation.

14. Limits of Liability.

- 14.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FORTE's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) \$50,000; or (ii) the total amount of all fees paid by Agency to FORTE during the three (3) month period preceding the origination of the claim giving rise to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.
- 14.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.
- 14.3 Should FORTE become aware that any of its technology is found to infringe upon the copyright, patent, trade secret or other proprietary right held by a third party, FORTE shall, at its own expense and in its sole discretion either procure for Agency the right to continue using the infringing technology; modify the infringing technology so it is no longer infringing without adversely affecting the technology's performance; or replace the infringing technology with other equivalent, non-infringing equipment or software without adversely affecting the technology's performance.

15. Representations and Warranties.

15.1 FORTE's Representations and Warranties.

- 15.1.1 FORTE represents and warrants to Agency that FORTE's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.
- 15.1.2 To the best of FORTE's knowledge, no performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 15.1.3 When executed and delivered by FORTE, the agreement with Agency will constitute the legal, valid, and binding obligation of FORTE, enforceable in accordance with its terms.

15.2 Agency's Representations and Warranties.

- 15.2.1 Agency's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.
- 15.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to Forte in support of this Agreement nor Agency's performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 15.2.3 None of the activities for which Agency has engaged the services of Forte shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.
- When executed and delivered by Agency, the agreement with Forte will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms

16. Service Policy.

Except as otherwise specifically provided herein, Forte's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that Forte does not warrant that the Services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control. Any such interruption shall not be considered a breach of this Agreement by Forte. Forte shall use its best efforts to remedy any such interruption in service as quickly as possible.

17. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

18. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

19. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the party being sued is domiciled.

20. Amendment.

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

21. Publicity.

Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. Notice.

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to Forte:

Forte Payment Systems 500 W. Bethany Suite #200 Allen, TX 75013 Attn: General Counsel

Notices to Agency: Town of Carme! Receiver of Taxes 60 McAlpin Avenue Mahopac NY 10541

23. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. Severability.

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

25. Entire Agreement; Waiver; Counterparts.

This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

Forte Payment Systems, Inc:

By:

Name: Jeffrey Thorness

Name: Kenneth Schmitt

Title: President & CEO

Title: Town Supervisor

Date: 06/06/18