

ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: Cale America Inc.40 Twosome Drive, Unit 7Mooretown, New Jersey 08057

DATE ISSUED: CONTRACT NO:

CONTRACT TITLE:

October 18, 2022

23-DES-SS-313 Parking Pay Stations and Related Parts, Software and Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-DES-SS-313 including any attachments or amendments thereto.

EFFECTIVE DATE: July 19, 2022 EXPIRES: July 31, 2023 RENEWALS: Four (4) Renewals Remaining COMMODITY CODE(S): 96860 LIVING WAGE: N

ATTACHMENTS: AGREEMENT No. 23-DES-SS-313

EMPLOYEES NOT TO BENEFIT: NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Benoit Reliquet	VENDOR TEL. NO.:	<u>(856) 813-6255</u>
EMAIL ADDRESS: <u>benoit.reliquet@flowbird.group</u>		
COUNTY CONTACT: Jason Barnett, DES - TEO	COUNTY TEL. NO.:	<u>(703) 228-7952</u>
COUNTY CONTACT EMAIL: jbarnett@arlingtonva.us		

PURCHASING DIVISION AUTHORIZATION

TOMEKA D. PRICE_ Title __PROCUREMENT OFFICER_ Date_OCTOBER 18, 2022



ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VA 22201

AGREEMENT NO. 23-DES-SS-313

THIS SINGLE-SOURCE AGREEMENT is made, on <u>10/18/2022</u>, between Cale America Inc., 13190 56th Court, Suite 401, Clearwater, Florida ("Contractor"), a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

This Agreement Exhibit A – Scope of Work Exhibit B – Contract Pricing

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. <u>SCOPE OF WORK</u>

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide parking pay stations and related parts, software and services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. <u>PROJECT OFFICER</u>

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. <u>CONTRACT TERM</u>

Time is of the essence. The Work commenced on July 19, 2022 and must be completed no later than July 31, 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from August 1, 2023 to July 31, 2027 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. <u>CONTRACT AMOUNT</u>

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. <u>PAYMENT</u>

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. <u>REIMBURSABLE EXPENSES</u>

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. <u>NO WAIVER OF RIGHTS</u>

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. <u>REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS</u>

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

14. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

17. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

18. <u>SAFETY</u>

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health.

19. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

20. <u>TERMINATION</u>

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

- A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
 - 1. <u>Termination for Unsatisfactory Performance</u>. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County

may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

 Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

21. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's negligent or intentionally wrongful acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. <u>COPYRIGHT</u>

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract. The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

The Contractor's pre-existing intellectual property, including customizations, modifications, derivations, updates or upgrades, shall remain and be the exclusive property of Contractor. The Contractor shall supply to the County a royalty-free, non-exclusive, non-transferable license for the use by the County of the Contractor's intellectual property furnished in connection with and pursuant to this Contract, for the period and the purpose intended by the Contract.

The Contractor-provided services may include "software as a service" offerings with no delivered software or hardware. Such hosted software and/or hardware hosting such software constitute Contractor intellectual property, to which no right, title or interest is being conveyed under this Contract and which shall remain the exclusive property of the Contractor.

24. <u>LIMITATION OF LIABILITY</u>

Except for claims of personal injury, death or intellectual property indemnification, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the goods provided and services performed under the Contract under any legal theory shall be limited to a total of 15% of Contractor's compensation under the Contract

25. <u>NO CONSEQUENTIAL DAMAGES</u>

In no event shall either party be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits, lost revenues, loss of savings and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise.

26. <u>OWNERSHIP OF WORK PRODUCT</u>

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

27. <u>CONFIDENTIAL INFORMATION</u>

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

28. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any

other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

29. <u>COUNTY EMPLOYEES</u>

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

30. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

31. <u>AUTHORITY TO TRANSACT BUSINESS</u>

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

32. <u>RELATION TO COUNTY</u>

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

33. <u>ANTITRUST</u>

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

34. <u>REPORT STANDARDS</u>

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

35. <u>AUDIT</u>

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the

County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

36. <u>ASSIGNMENT</u>

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

37. <u>AMENDMENTS</u>

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

39. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

40. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

41. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

42. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

43. <u>NO WAIVER</u>

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

44. <u>SEVERABILITY</u>

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

45. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

46. <u>SURVIVAL OF TERMS</u>

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

47. <u>HEADINGS</u>

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

48. <u>AMBIGUITIES</u>

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

49. <u>NOTICES</u>

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Benoit Reliquet, President Cale America, Inc. Unit 7 – 40 Twosome Drive Mooretown, New Jersey 080507 Phone: 856-813-6255 Email: <u>benoit.reliquet@flowbird.group</u>

TO THE COUNTY:

Jason Barnett, Project Officer Arlington County, Virginia 4300 29th St S Arlington, Virginia 22206 Phone: (703) 228-7952 Email: jbarnett@arlingtonva.us

<u>AND</u>

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB Purchasing Agent Arlington County, Virginia 2100 Clarendon Boulevard, Suite 500 Arlington, Virginia 22201 Phone: (703) 228-3294 Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager Arlington County, Virginia 2100 Clarendon Boulevard, Suite 318 Arlington, Virginia 22201

50. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail <u>business@arlingtonva.us</u>.

51. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

52. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. <u>Workers Compensation</u> Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. <u>Commercial General Liability</u> \$1,000,000 per occurrence, with \$4,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.

- c. <u>Business Automobile Liability</u> \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Cyber Liability \$2,000,000 per occurrence/claim.
- e. <u>Additional Insured</u> The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. <u>Cancellation</u> If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. <u>Claims-Made Coverage</u> Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. <u>Contract Identification</u> All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	CALE AMERICA, INC.
AUTHORIZED DocuSigned by: SIGNATURE: Jomeka D. Price NAME: Tomeka D. Price	AUTHORIZED Bousigned by: SIGNATURE: Burnit Kulgut 76082DDE91314CB NAME: Benoit Reliquet
TITLE: Procurement Officer	_ TITLE: President
DATE: 10/18/2022	DATE:

EXHIBIT A SCOPE OF WORK

DEFINITIONS:

- **CISP** Cardholder Information Security Program is a Data Security Standard and its specifications developed and used by credit card companies for the purpose of ensuring and enhancing the privacy and security of financial data.
- **CSV** a simple file format used to store tabular data, such as a spreadsheet or database.
- **CWO Pro** Cale WebOffice back-office system software released in 2011
- **CWT Compact** Cale America Inc. parking pay station released in 2011.
- **CWT S4 Touch** Cale America Inc, parking pay station released in 2018
- **ODBC** Open DataBase Connectivity is a standard database access method developed by the SQL Access group in 1992. The goal of ODBC is to make it possible to access any data from any application, regardless of which database management system is handling the data.
- **PCI** Payment Card Industry is a Data Security Standard and its specifications developed and used by credit card companies for the purpose of ensuring and enhancing the privacy and security of financial data.
- **XLSX** a file extension for an open XML spreadsheet file format used by Microsoft Excel.

1. SCOPE OF WORK

The Contractor shall deliver and install parking pay station equipment, products and provide services to the County as described below.

- 1.1. Parking Pay Station Equipment (i.e., Multi Space Kiosk) shall include but not limited to the following:
 - a. Credit, Smart Card and ATM or Debit Card Reader
 - b. Coin Verifier, coin slot protection
 - c. Thermal printer
 - d. Modem (4G or better)
 - e. Color: Standard Kiosk- Black and Silver, Tour Bus Blue and Silver. Final color to be determined upon ordering
 - f. Integrated solar power panel
 - g. All associated batteries required for operation to include all lithium batteries for memory support in case of solar panel failure; and internal modem for wireless communication capability (to Include Chip Enabled Technology)
 - h. American Disability Act (ADA) compliant
 - i. Installation base and all associated hardware (including all anchors, bolts, plates, etc.,) necessary for installation of the Parking Pay Station Equipment
 - j. One roll of receipt ticket paper (minimum 4,500 tickets per roll) per Parking Pay Station; 11. Locks using existing combo and key set
 - k. Two (2) Coin Canisters
 - I. Informational graphic header and Parking (P) Decal.

- 1.2. At the option of the County, the County may purchase the Parking Pay Station Equipment.
- 1.3. All signage shall be supplied by the County.
- 1.4. At the option of the County, the County may require the Contractor to upgrade or otherwise modify its standard CWT Compact and CWT S4 Touch (and or latest) product,
- 1.5. Spare Parts & Consumables

The Contractor shall supply all spare parts and consumables (such as paper rolls and batteries) requested by the County (see Exhibit B)

- 1.5.1. All replacement components shall be readily available within twenty-four (24) hours of request from the County, subject to the optional extended warranty program.
- 1.5.2. The County shall be entitled to recoup the residual value of any modular components returned to the Contractor for repair or remanufacture.
- 1.5.3. <u>Disposal of Lithium Batteries</u>. The County may return to Contractor any spent or used lithium batteries from the Parking Pay Station Equipment, and the Contractor shall properly dispose of the batteries in accordance with applicable Federal/State/Local requirements and at no additional cost to the County.
- 1.6. The County shall have the option to install all Parking Pay Station Equipment or require the Contractor to perform Ground Preparation and Installation Services (see Exhibit B).

2. SOFTWARE, SUPPORT AND COMMUNICATIONS

The Contractor shall provide all hardware and software required for the County to communicate with, program and monitor all the supplied Parking Pay Station Equipment. Installation of Parking Pay Station Equipment shall not be considered complete until the Contractor has established a wireless two-way communication between the Parking Pay Station Equipment and the communications center. Multi Meters are to be equipped with 4G modems to be provided by AT&T-data-only SIM cards. The County reserves the right to approve or disapprove any change in wireless service provider. Alarm, statistical and financial transaction data will be available to the County on the Contractor's website within sixty (60) seconds of their occurrence.

- 2.1. All desktop software shall be Windows 7 and Windows 10 compatible and able to be upgraded. All databases shall be Open DataBase Connectivity (ODBC) compliant. Data must be able to be imported to County Windows-based software for internal reporting/analysis.
- 2.2. At the option of the County, the County may require the Contractor to upgrade multi meters to 5G modems (and or latest) product.

3. SUBSCRIPTION FEE

The Contractor shall provide full access to the C-Argus CWO1 and CWO Pro and shall provide full support for all aspects of the CWO1 system. Subscription fee services shall include the following:

- 3.1. Application use support, such as troubleshooting and problem correction, within twenty-four (24) hours of notification by the County.
- 3.2. Results of any research required by disputed transactions.

- 3.3. Passwords and system security as requested by the County.
- 3.4. Maintenance of a toll-free support number and website for troubleshooting both software and hardware problems.
- 3.5. Monitoring of the CWO1 and County files and monthly reporting of error trends, such as machine communication failures and maintenance and regular updating of the CWO1 system software and hardware as required to ensure effective and secure County operations.
- 3.6. New software releases and/or upgrades (including parking management and printer software) to CWO Pro.
- 3.7. Full reporting, statistics and analysis, terminal map, purchase statistics and all Office Pro Features.
- 3.8. Additionally, the subscription fee shall include the transmission of all electronic (non-cash) revenues in batch mode nightly from each individual Terminal (Parking Pay Station Equipment) to the centralized Contractor's back-office server, as listed below.
 - 3.8.1. Convert the files and data into a XLSX and CSV format (compatible with the banking software of the clearinghouse specified by the County).
 - 3.8.2. Credit card information will then be sent in batch mode via the clearinghouse-supplied software to the clearinghouse so that the information can be authorized and then deposited into the County's Parking Revenue account, as directed by the County.
 - 3.8.3. All transaction information shall be saved in the clearinghouse's software, and duplicate data will also remain CWO1 files. If the terminals cannot communicate, the transaction shall be batched until the next communication.
 - 3.8.4. The Contractor shall customize its software and hardware systems to interface with the County's preferred clearinghouse.
 - 3.8.5. Any transactions that are declined will be routed to a blacklist and downloaded into the Parking Pay Station during the next communication cycle so that those cards will no longer be accepted for payment.

4. TRANSACTION PERFORMANCE AND SECURITY STANDARDS

The CWT Compact CWT S4 Touchscreen Parking Pay Station pay-and-display unit shall meet the following requirements:

- 4.1. The system will complete a credit card authorization transaction in less than eighteen (18) seconds from receipt print request. Results will be based on a statistical average of 100 transactions.
- 4.2. Cash transactions will be completed within ten (10) seconds of a receipt print request. Results will be based on a statistical average of 100 transactions.
- 4.3. The Contractor and each of its subcontractors shall exercise the appropriate standard of due care for the management and processing of all data and the related information systems involved, as defined by the applicable Visa CISP specifications.

- 4.4. The Contractor shall annually conduct a PCI certification level one (1) system review. The Contractor shall use the Validated Payment Application certification for the meter systems that are listed under Tender Retail, which is a PCI-compliant, 3rd-party gateway software (middleware) vendor. The Contractor shall use Merchant Connect Multi (MCM) version 4.2.8.205. or an updated future version. The County reserves the right to approve and request the security audit results.
- 4.5. The Contractor will notify the County within one (1) minute of any system security breach involving Contractor or its subcontractor systems.
- 4.6. The Contractor and its subcontractors shall format credit card data to minimize financial institution processing costs.
- 4.7. Access to County data shall be secured, at a minimum, by password protection, and shall include multilevel access control.
- 4.8. CWO1 software shall maintain all data in a secure manner such that County employees, Contractor employees and others shall not have access to sensitive credit card information.
- 4.9. Any request for rate changes, rate structures, receipt information, displayed text, payment acceptance, etc., shall be processed by Contractor within twenty-four (24) hours of notification by the County.

5. TRAINING

The Contractor shall provide a minimum of thirty-six (36) hours of educational training to designated personnel identified by the County. This training shall take place at a time and location agreed to by the County and the Contractor. The training shall develop expertise in the maintenance and repair of the Parking Pay Station Equipment and use of the supporting back-office software, including but not limited to:

- 5.1. Parts installation
- 5.2. Maintenance
- 5.3. Troubleshooting repairs
- 5.4. Operations programming, inventory, features
- 5.5. Collections
- 5.6. Enforcement

The Contractor shall provide an outline of the training content and provide a training schedule for both software and hardware. The schedule shall include periodic refresher training (continuing education), including but not limited to, emphasis on specific areas of the County 's choice and upgrades of software and/or hardware at no cost to the County. The County reserves the right to approve the training course content.

6. MANUALS

The Contractor shall provide during the training period an electronic copy and a minimum of (10) hard copies of all operating manuals, complete with wiring diagrams and specifications, for installation, maintenance and use of the Parking Pay Station, along with any user manuals associated with the software and back-office systems purchased. Manuals will be in English.

7. <u>DELIVERY</u>

The Contractor shall be responsible for delivering the materials to the location listed below. The Contractor shall be responsible for providing the off-loading equipment and rigging. A two-business day notice is required to the County Project Officer prior to delivery. All deliveries shall be FOB Destination.

Arlington County Division of Transportation 4300 29th St. S. Arlington, VA 22206 Attn: Parking Operations Manager (703 228 7952)

- 7.1. From date the County places an order for parking pay station equipment (i.e., Multi Space Kiosk), the Contractor shall:
 - 7.1.1. Deliver within 50 business days the complete Parking Pay Station Equipment package (i.e., Multi Space Kiosk) for quantities of 50 or less.
 - 7.1.2. Deliver within 65 business days the complete Parking Pay Station Equipment package (i.e., Multi Space Kiosk) for quantities over 50.

8. GENERAL WARRANTY

The Contractor shall provide a 13-month warranty on labor and hardware to repair and/or replace, at no additional cost to the County, any part or modular component determined to be defective in material or workmanship under normal use and service ("General Warranty"). The General Warranty period for each installed Parking Pay Station shall begin on the date of that meter's installation. The County shall cooperate with the Contractor in any effort to pursue a claim with the manufacturer of the defective part.

The General Warranty shall include, but is not limited to, the following:

- 8.1. Repair and/or replace, at no additional cost to the County, any part or modular component, software or hardware, necessary to keep the Parking Pay Station operational and in good repair regardless of the reason for failure of the Parking Pay Station, except for force majeure or vandalism.
- 8.3. All labor costs associated with replacing consumable components like receipt paper, ink and batteries, but not the material cost of the consumable component, which shall be billed to the County separately.
- 8.4. The Contractor shall perform preventative maintenance on each installed Parking Pay Station Equipment in intervals not exceeding six months.

9. OPTIONAL EXTENDED WARRANTY

9.1. At the conclusion of the General Warranty period, the County shall have the option, at its sole discretion, of extending the General Warranty ("Extended Warranty").

- 9.2. The County shall exercise this option only in writing, and in the absence of such written direction, the Contractor shall not be entitled to compensation for continuing maintenance efforts.
- 9.3. The County may terminate, at any time and for any reason, the Extended Warranty for any or all Parking Pay Stations. This termination shall be in writing and shall provide at least 30 days' notice.

10. AFTER THE GENERAL WARRANTY OR EXTENDED WARRANTY PERIOD

Whether by expiration of the General Warranty, or by expiration or termination of the Extended Warrant, after the General and/or Extended Warranty terminates, the Contractor shall continue to provide to the County the following for as long as any Contractor's Parking Pay Station is installed in the County:

10.1. Technical field support.

- 10.2. Replacement parts (provided at a discount of 20% off of list price).
- 10.3. All software upgrades.

11. TECHNICAL SUPPORT

The Contractor, at its sole cost and expense, shall provide on-going technical support for the duration of the General and any Extended Warranty periods to include:

- 11.1. Respond to the County within four hours of notification for requests of warranty and technical assistance.
- 11.2. Maintain an adequate supply of replacement components (printers, card readers, etc.), made available within 24 hours of any County request.

12. PAYMENT AND WARRANTY PROVISIONS / REPLACEMENT COMPONENTS

- 12.1. Payment and warranty provisions for replacement components shall apply from the date of installation of the component if relevant warranties for the meter are expired; otherwise, the replaced part will assume the remaining warranty life of the part replaced.
- 12.2. If any replacement part/module is purchased by the County, the warranty for that part shall begin on the date of installation.
- 12.3. Payment and warranty provisions shall replace any Parking Pay Station Equipment in its entirety, at Contractor's expense (including installation costs), within 24 hours of a system failure that cannot be corrected in the field or is determined to have a pattern of chronic equipment failures as determined by the County.

A system failure means that both the Contractor's Field Tech and Help Desk support have exhausted all repair options.

12.4. If a design flaw is identified during the warranty period, any required hardware, software replacements and labor costs will be at the Contractor's expense. Within 30 days of identification of a design flaw, Contractor shall communicate, to the County, in writing its plan and schedule to correct the flaw.

Flowbin	rd / CALE America - CWT C and C Stealth Meter PART PRICING	A	rlington
LP702	CABINET	\$	Cost 65.00
0601-D0001	SHORT DOOR SENSOR W/BRACKET, UPPER	ډ \$	55.71
0601-D0003	LONG DOOR SENSOR W/BRACKET, LOWER	\$	63.27
14.1W-FG	SOLAR, 14.1W SOLAR PANEL -	Ś	235.00
CP100CWT-CDC-S4AT	STEALTH TOUCH S4 DOOR UPGRADE		2,795.00
CP100CWT-CDC -S3AC			6,250.00
CP100CWT-CDC -S3A	MP104C TO CWT-S3AVA GREYSCALE DOOR CONV	\$	2,500.00
LBAR	LIGHT BAR	\$	400.00
CPAINT	CUSTOM PAINT	\$	100.00
PEDESTAL PARTS			
12V55	12 VOLT 55 AMP BATTERY	\$	129.95
24CB101	COIN CANISTER - CWT	\$	648.59
C24CBD100	VAULT DOOR - CWT	\$	450.78
GM1000	BASE ANCHOR	\$	175.95
AYMENT SYSTEMS PART	S		
24HB201	ID TECH BEZEL	\$	59.88
24HB401	CARD READER, ID TECH	\$	169.95
CSOOCWT05	COIN SYSTEM, W/COIN SELECTOR, CWT-S2/S3	\$	1,558.12
CSOOCWT10	COIN SYSTEM, W/COIN SELECTOR, REV 3, CWT- C-S4 ONLY	\$	1,320.40
MBBOCWT06	COIN HANDLER BOARD	\$	371.81
CSOOCWT01	COIN SELECTOR FOR CWT COMPACT	\$	795.00
MAINBOARD PARTS			
MBBOCWC03	MAIN BOARD W/BACK PLATE, NO CABLES,REV i		1,595.00
MBBOCWT05	SD CARD	\$	29.77
MBBOCWT09	DIGITIZER BOARD; PCAP Controller S4	\$	215.00
DSOOCWC07	DISPLAY ASSEM, CWT DIGITIZER, TOUCH	\$	584.99
04WC406	4G Modem	\$	445.00
PRINTER PARTS			
PROOCWT04	PRINTER ONLY, GEBE. FOR S3A		1,248.65
PROOCWT09	GEBE PRINTER WITH SHELF S4	\$	1,675.00
DISPLAY PARTS			
DSOOCWC08	DISPLAY ASSEM. COMPLETE, CWT-C Stealt	\$	1,295.00
KPOOCWC02	PIEZO 6 BUTTON KEYPAD W/GASKET, S2/S3	\$	204.79
KPOOCWC03	PIEZO 48 BUTTON KEYPAD W/ GASKET, S2/S3	\$	445.25
DSOOCWC07	DISPLAY ASSEM, CWT-S3AT-TOUCH PANEL	\$	584.99
DSSOOCWC04	DISPLAY ASSEM, CWT- S3 - STD; MONO	\$	426.85
CABLES			
113CBS	CABLE, COLLECTION / VAULT DOOR SWITCH	\$	59.95
WR444	CABLE, BATTERY - FEMALE	\$	29.95
WR520	CABLE, 12V DUAL POWER, CWT FOR REV 1 MB	\$	75.46
WR550	CABLE, COIN SELECTOR	\$	12.61
WR560	CABLE, DISPLAY CABLE	\$	27.56
WR571	CABLE, USB PRINTER DATA	\$	9.10
WR573	CABLE, PRINTER POWER	\$	13.28
WR700	CABLE, CWT MODEM TO ANTENNA ADAPT. CABLE	\$	43.16
WR572	CABLE, LOW PAPER SENSOR 500MM	\$	17.15
PB26MM-GR	PIEZO Start button	\$	45.32
LOCKS AND KEYS			
EL100	ELOCK CARD	\$	15.00
KY805	ELOCK KEY, CWT METER	\$	33.25
KY888	KEY, KABA VAULT DOOR KEY	\$	36.79
ATIVE MAINTENANCE S	SUPPLIES		
PM100	LOCK SAVER LUBRICANT ***	\$	16.67
PM200	SUPER CONTACT CLEANER - SPRAY ***	\$	18.88
PM201	SUPER CONTACT CLEANER - PEN ***	\$	25.07
PM300	PRINT HEAD ROLLER CLEANER ***	\$	12.20
C4CC100B	CARD READER CLEANING PADS (BOX OF 50)	\$	43.05
C4CC110B	BILL VALIDATOR CLEANING PADS (BOX OF 50)	\$	43.05
CONSUMABLES			
12V75		\$	135.57
	12 VOTL 75 AMP BATTERY FOR SOLAR MACHINES **		4.20
STRT DCL	Start Button Decal	\$	
STRT DCL UI DECAL	Start Button Decal Payment and Inlet Decals	\$ \$	7.00
STRT DCL UI DECAL PAPER	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX	\$ \$	250.00
STRT DCL UI DECAL PAPER CPAPER	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER -10 ROLLS PER BOX	\$ \$ \$	250.00 310.00
STRT DCL UI DECAL PAPER CPAPER TPAPER	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER -10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX	\$ \$ \$ \$	250.00 310.00 285.00
STRT DCL UI DECAL PAPER CPAPER TPAPER DECAL	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER -10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49	\$ \$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98
STRT DCL UI DECAL PAPER CPAPER TPAPER DECAL DECAL	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER - 10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49 HEADER DECALS 50-99	\$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98 7.49
STRT DCL UI DECAL PAPER CPAPER TPAPER DECAL DECAL DECAL	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER - 10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49 HEADER DECALS 50-99 HEADER DECALS 100+	\$ \$ \$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98 7.49 5.49
STRT DCL UI DECAL PAPER CPAPER TPAPER DECAL DECAL DECAL PDECAL	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER - 10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49 HEADER DECALS 50-99 HEADER DECALS 100+ PARKING P DECAL	\$ \$ \$ \$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98 7.49 5.49 3.00
STRT DCL UI DECAL PAPER CPAPER DECAL DECAL DECAL DECAL PHDECAL PHDECAL	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER - 10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49 HEADER DECALS 100+ PARKING P DECAL PAY HERE DECAL	\$ \$ \$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98 7.49 5.49
STRT DCL UI DECAL PAPER CPAPER DECAL DECAL DECAL PDECAL PHDECAL NSTALALTION SERVICES	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER - 10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49 HEADER DECALS 1-49 HEADER DECALS 100+ PARKING P DECAL PAYHERE DECAL	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98 7.49 5.49 3.00 2.50
STRT DCL UI DECAL PAPER CPAPER DECAL DECAL DECAL PDECAL PHDECAL NSTALLATION SERVICES CINST	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER - 10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49 HEADER DECALS 50-99 HEADER DECALS 100+ PARKING P DECAL PAY HERE DECAL S INSTALLATION TO PREPARED GROUND	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98 7.49 5.49 3.00 2.50 125.00
STRT DCL UI DECAL PAPER CPAPER DECAL DECAL DECAL DECAL PHDECAL PHDECAL NSTALALTION SERVICES CINST CFS	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER - 10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49 HEADER DECALS 1-49 HEADER DECALS 100+ PARKING P DECAL PAY HERE DECAL S INSTALLATION TO PREPARED GROUND FIELD SERVICE FEE -PER HOUR	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98 7.49 5.49 3.00 2.50 125.00 125.00
STRT DCL UI DECAL PAPER CPAPER DECAL DECAL DECAL PHDECAL PHDECAL NSTALALTION SERVICES CINST CFS CPG	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER - 10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49 HEADER DECALS 1-49 HEADER DECALS 100+ PARKING P DECAL PAYHERE DECAL S INSTALLATION TO PREPARED GROUND FIELD SERVICE FEE -PER HOUR PROGRAMMING CHANGES - PER HOUR	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98 7.49 5.49 3.00 2.50 125.00 125.00 95.00
STRT DCL UI DECAL PAPER CPAPER DECAL DECAL DECAL PHDECAL PHDECAL NSTALALTION SERVICES CINST CFS CPG GROUND	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER - 10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49 HEADER DECALS 1-49 HEADER DECALS 100+ PARKING P DECAL PAY HERE DECAL S INSTALLATION TO PREPARED GROUND FIELD SERVICE FEE -PER HOUR	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98 7.49 5.49 3.00 2.50 125.00 125.00
STRT DCL UI DECAL PAPER CPAPER DECAL DECAL DECAL DECAL PDECAL PHDECAL NSTALALTION SERVICES CINST CFS CPG GROUND ONGOING SERVICES	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER - 10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49 HEADER DECALS 1-49 HEADER DECALS 100+ PARKING P DECAL PAYHER DECAL INSTALLATION TO PREPARED GROUND FIELD SERVICE FEE -PER HOUR PROGRAMMING CHANGES - PER HOUR GROUND PREPARATION - CONCRETE BASE POUR PLUS BASE ANCHOR INSTALL	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98 7.49 5.49 3.00 2.50 125.00 125.00 95.00 900.00
STRT DCL UI DECAL PAPER CPAPER DECAL DECAL DECAL PHDECAL PHDECAL NSTALALTION SERVICES CINST CFS CPG GROUND	Start Button Decal Payment and Inlet Decals REGULAR PAPER - 10 ROLLS PER BOX CUSTOM PAPER - 10 ROLLS PER BOX THICK PAPER - 10 ROLLS PER BOX HEADER DECALS 1-49 HEADER DECALS 1-49 HEADER DECALS 100+ PARKING P DECAL PAYHERE DECAL S INSTALLATION TO PREPARED GROUND FIELD SERVICE FEE -PER HOUR PROGRAMMING CHANGES - PER HOUR	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	250.00 310.00 285.00 9.98 7.49 5.49 3.00 2.50 125.00 125.00 95.00