



VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
700 - 5th Ave Suite 4112
P.O. Box 94687
Seattle, WA 98124-4687

Vendor Contract # 0000001163		Date 3/16/04	Change Order #
Payment Terms N30 days	Freight Terms F.O.B Destination/Pre-Paid & Allowed		
Buyer: Michael Mears		FAX: 206-233-5155	Phone: 206-684-4570

Vendor #: 0000176970
PARKEON, INC.
40 Twosome Dr. Unit 7
Morrestown, NJ 08057

Contact: Wade Bettisworth
Phone #: 818-991-8953
Fax #: 818-865-9219
E-Mail: bettisworth@moorestown.sema.slb.com

Ship To:
DEPT OF TRANSPORTATION
Parking Meter Shop
1010 8th Ave S
Seattle, WA 98134-1330

Bill To:
DEPT OF TRANSPORTATION
Accounts Payable
700 5th Ave Suite 3900
P.O. Box 34996
Seattle, WA 98124-4996

PARKEON, INC. is awarded a term contract for furnishing to Seattle Department of Transportation (SDOT) ON-STREET PARKING PAY STATIONS per attachments listed below.

Contract Period: 3/12/04 through 3/11/07

Orders shall be placed by SDOT only. Invoices shall be mailed in duplicate to the SDOT, Accounts Payable, at the address shown above. Each invoice shall indicate Vendor Contract #0000001163.

For all contract administration issues, please notify Michael Mears, Purchasing Services Div. at 206-684-4570 or michael.mears@seattle.gov

Attachments:

Agreement Between The City of Seattle and Parkeon, Inc.
Statement of Work
Annual Internal Security Audit Checklist
Recommended Spares Stock – Steilio

Authorized Signature/Date

3-16-04

M. Mears

**Agreement Between
The City of Seattle
and
Parkeon, Inc.
for Parking Pay Stations
Vendor Contract #1163**

**Agreement
Between The City of Seattle and Parkeon, Inc.
For Parking Pay Stations**

1. **Agreement:** This Agreement is made this 12th day of March, 2004, (the "Effective Date"), by and between The City of Seattle, a municipal corporation of the State of Washington, hereafter referred as "City", and Parkeon, Inc., hereafter referred as "Contractor", a corporation organized and existing under the law of the State of Delaware and authorized to do business in the State of Washington.
2. **Entire Agreement:** This Vendor Contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City's Request for Proposals (RFP) (#TRN-45), all addenda to the RFP, and the Contractor's response to the RFP are explicitly included in this Vendor Contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Vendor Contract amendment; the Vendor Contract; the Contractor's response to the RFP; the most recently issued addendum to the City's RFP; and the City's RFP.
3. **Term:** The term of this agreement is three (3) years from the Contract Effective Date.
4. **Freight:** Prices include freight prepaid and allowed. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.
5. **Title:** Prices are F.O.B. City destination. Title passes to City upon delivery to Contractor's Washington state location. Risk of loss remains with Contractor until City receives items at the City delivery point.
6. **Oversages/Underages:** Shipments shall correspond with the Vendor Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
7. **Delivery Schedule:** Unless the City's Buyer requests a change in schedule, the Contractor shall deliver the equipment by the agreed upon delivery schedule included in Attachment 1. City schedule change requests will be in writing and submitted ninety (90) days prior to a scheduled delivery to the Contractor's Washington state location. Schedule acceleration changes shall be by mutual agreement. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Vendor Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.
8. **Payment:** Invoices will be paid thirty (30) days after delivery to Contractor's Washington state location. City reserves the right to inspect for receipt and apparent damage within the payment period. Payment periods will be computed from either the date of delivery of goods ordered or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice and the successful operation of the first twenty (20) Stelio units for a period of four (4) weeks as defined in Section 3 of Attachment 1.

9. **Price Warranty:** The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customers in the United States, for the same or similar items in similar quantities. The City acknowledges that the Contractor's current January 2001 contract with the City of Portland, Oregon will not be subject to the Price Warranty clause. The Contractor shall voluntarily disclose, to the City, any prices for similar items in similar quantities that are more favorable than under this contract, including those that arise from violations, or alleged violations, within the United States, of antitrust or other trade laws or regulations by the Contractor or any third party. The Contractor warrants that prices shown on this Vendor Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.
10. **Subcontractors:** The City reserves the right to approve any change in the Contractor's local partner, Pacific Cascade, wireless supplier, Cingular, credit card processor, Credit Call, and paper supplier, BemroseBooth. Approval will not be unreasonably withheld.
11. **Warranties:** The Contractor warrants that all equipment furnished under this contract shall: be new unless otherwise specified; be merchantable; comply with the contract specifications; be fit for the City's intended use; comply with all applicable safety and health standards established for such products; be properly packaged; and be supplied with all appropriate instructions or warnings. The City agrees that it will install, operate and maintain equipment, furnished by Contractor, per manufacture's recommended procedures and specifications. The City further agrees that alterations made to the equipment without the express written authorization of the Contractor may affect the warranty.
12. **Product Warranty:** Contractor warrants any new product, manufactured and supplied by Contractor or Contractor's sub-contractors, against defects in material, workmanship, or published function for a period of five (5) years. Contractor will employ its best efforts to remedy a warranty condition.

12.1 Hardware:

The provisions of the warranty are as follows:

- 12.1.1 All equipment start up and service work must be performed by the Contractor, its approved local partner or an employee of the City of Seattle that has been trained by the Contractor to perform these tasks.
- 12.1.2 Repair or replacement under warranty of any defective product does not extend the warranty period for the pay station.
- 12.1.3 Any module or component installed will have a warranty period beginning on the date that it was put into service or six (6) months after delivery, whichever is earlier.
- 12.1.4 The Contractor will supply new or rebuilt parts, at the Contractor's discretion, to replace parts that are found to be defective within the warranty period. The Contractor's approved local partner will maintain an adequate supply of components on site at the City of Seattle Meter Shop. Credit for returned parts will be issued by the Contractor only after returned parts have been received, are proven to have failed due to defects in material or workmanship and are found to fall within the warranty period.

12.2 Software:

The Contractor warrants that licensed programs and products, whose operation is controlled by the Contractor's software, shall be free of material defects and substantially conform to current Contractor specifications for a period of five (5) years from the date of shipment to Licensee/Purchaser. Contractor shall use its best efforts to correct defects and supply to the Licensee/Purchaser, at the Contractor's expense, a corrected version, within a reasonable time after Licensee notifies Contractor in writing of defects and provides the programs and/or instructions required to reproduce the claimed defect.

This warranty does not cover modifications to the licensed program, the Contractor's product, and/or connection to unapproved equipment made by any person or any defect caused by or otherwise related to such modifications or connections.

12.3 Exclusions:

12.3.1 Problems caused by the faulty installation of replacement components by the City are not covered by this warranty. This warranty applies only if equipment has been installed, used and maintained in accordance with Contractor's Installation, Operating and Service Instructions.

12.3.2 Damage due to accident, neglect, misuse, abuse or natural disasters is not covered by this warranty.

12.3.3 This warranty will be voided by:

- Use of non-Contractor replacement parts
- Unauthorized additions or alterations to the equipment
- Unauthorized alterations to the equipment's embedded software
- Service activities performed by anyone other than the Contractor, their approved local partner or an employee of the City that has been trained by the Contractor to perform these tasks.

12.3.4 This warranty is valid only on equipment installed, serviced and used in North America.

13. **Limitation on Liability:** Contractor's aggregate liability for any and all claims, losses or expenses arising out of this, or out of any goods or services furnished under this Vendor Contract, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to \$5,000,000.

In no event, shall the Contractor be liable for special, incidental or consequential damages, including lost revenue, profits or loss of the use of a product. The warranties specified above are exclusive and are in lieu of all other warranties, expressed or implied.

14. **Recycled Content:** Whenever practicable, the Contractor shall use reusable products, recyclable products and recycled-content products including recycled content paper on all documents

submitted to the City. The Contractor shall certify, in the form of a label on the product or a sworn statement accompanying the Contractor's response to a City Request for Price Quotations, the percentage of recycled content in every product proposed to be sold to the City, including the percentage of post-consumer waste in such product. The City agrees to set aside the recycled content and reuse requirements for the receipt paper, as this is a specialty application and these requirements are not practical under current technology.

15. **Non-Discrimination and Equal Employment Opportunity:** During the term of this Vendor Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of creed, religion, age, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City's Contracting Officer setting forth the provisions of this nondiscrimination clause.

16. **Non-Discrimination in Contracting:**

- 16.1 Notwithstanding any other provision in this Vendor Contract, City utilization requirements for Women and Minority Business Enterprises ("WMBEs") shall not apply to this Purchase Order/Vendor Contract. No minimum level of WMBE subcontractor participation shall be required as a condition of receiving award of the contract and no preference will be given to a bidder for its WMBE utilization or WMBE status. Any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the RFP will continue to apply.
- 16.2 The City encourages the Contractor to employ a workforce reflective of the region's diversity.
- 16.3 **Discrimination:** The Contractor shall not create barriers to open and fair opportunities for WMBEs to participate in all City contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- 16.4 **Record-Keeping:** The Contractor shall maintain, for at least twelve (12) months after expiration or earlier termination of the term of this Vendor Contract, relevant records and information necessary to document the Contractor's utilization of WMBEs and other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall

have the right to inspect and copy such records. If this Vendor Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

16.5 **Affirmative Efforts to Utilize WMBEs:** The City encourages the utilization of Minority Business Enterprises (“MBEs”) and Women Business Enterprises (“WBEs”) (collectively, “WMBEs”), in all City contracts. The City encourages the following practices to open competitive opportunities for WMBEs:

- Placing all qualified WMBEs attempting to do business in The City of Seattle on solicitation lists, and providing written notice of subcontracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by the City, in sufficient time to allow such businesses to respond to the written solicitations.
- Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.
- Establishing delivery schedules, where the requirements of the contract permit, that encourage participation by WMBEs.
- Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
- Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the City of Seattle, and other organizations that provide assistance in the recruitment and placement of WMBEs.

16.6 **Sanctions for Violation:** Any violation of any lawful mandatory requirements of this WMBE Utilization provision shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and by applicable law.

17. **Publicity:** The Contractor may advertise and publish the fact that the City has contracted to purchase items from the Contractor without the City’s prior written approval. Any statements containing additional information require prior City approval. Approval will not be unreasonably withheld.

18. **Proprietary and Confidential Information:** The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.17). The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials. Disclosure is limited to that which is strictly required by law.

19. **Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Vendor Contract, or the Contractor’s violation of any law, ordinance or regulation, except for

damages resulting from the sole negligence of the City. As to the City, the Contractor waives any immunity it may have under RCW Title 51 or any other Workman's Compensation statute.

20. **Insurance:** The Contractor shall secure and maintain, at all times during the term of this Vendor Contract, at its own expense, a policy or policies of insurance known as: **(1) Commercial General Liability** written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability; **(2)** if any vehicle is used in the performance of this Vendor Contract, a policy of **Business Automobile Liability** written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and **(3)** if any work under this Vendor Contract will be performed by a resident of the State of Washington, **Worker's Compensation** ("Industrial Insurance") as required by Title 51 of the Revised Code of Washington. The Contractor waives, with respect to the City only, its immunity under Title 51 of the Revised Code of Washington. **(4)** The insurance as provided under items (1) and (2) above shall be endorsed to include the City, its officers, elected officials, employees, agents and volunteers as an **Additional Insured** per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor's insurance.

21. **Compliance with Law:**

- 21.1 **General Requirement:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

- 21.2 **Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Vendor Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

- 21.3 **Taxes:** The Contractor shall pay, before delinquency: all taxes, levies, and assessments arising from its activities and undertakings under this Vendor Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Vendor Contract.

The City will be responsible for paying all applicable sales and use taxes that apply to the purchase of the equipment and for the Parkfolio service portion of the contract.

- 21.4 **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) and as amended and implemented by regulatory authority, in performing its obligations under this Vendor Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Vendor Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for

- the immediate termination of, this Vendor Contract. Not notwithstanding these provisions, the Contractor is not required to alter units ordered for delivery or delivered prior to the effective date of such amendments or regulatory authority implementations.
22. **Adjustments:** The City's Buyer at any time may make reasonable changes to the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
23. **Amendments:** Except for adjustments authorized above, modifications or amendments to the Vendor Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Buyer shall be the City's authorized agent.
24. **Assignment:** Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Vendor Contract for the benefit of creditors upon 21 days advance written notice to the City, Vendor Relations, 700 – Fifth Avenue, Suite 4112, P.O. Box 94687, Seattle, WA 98124-4687. The City will not unreasonably withhold approval of a request for assignment of this agreement.
25. **Binding Effect:** The provisions, covenants and conditions in this Vendor Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
26. **Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
27. **Applicable Law:** This Vendor Contract shall be construed under the laws of the State of Washington. The venue for any action relating to this Contract shall be in the Superior Court for King County, State of Washington.
28. **Remedies Cumulative:** Remedies under this Vendor Contract are cumulative. The use of one remedy shall not be taken to exclude or waive the right to use another.
29. **Severability:** Any invalidity, in whole or in part, of any provision of this Vendor Contract shall not affect the validity of any other of its provisions.
30. **Gratuities:** The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Vendor Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.
31. **Termination:**
- 31.1 **For Cause:** Either party may terminate this Vendor Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

- 31.2 **For Reasons Beyond Reasonable Control of a Party:** Either party may terminate this Vendor Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout, except for those involving the Contractor and their immediate subcontractors; sabotage; or superior governmental regulation or control.
- 31.3 **For Public Convenience:** The City may terminate this Vendor Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case, the Contractor shall be paid for all items delivered or in transit, any work in progress towards a valid order and any reasonable costs associated with the order except to the extent that the Contractor is able to mitigate these costs.
- 31.4 **Notice:** Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
32. **Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters when the City has activated its Emergency Operations Center and the Contractor has been given notice by the City that such activation has occurred. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Vendor Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall charge the City a price not to exceed a pre-approved profit. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Vendor Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.
33. **Non-Discrimination in Benefits:**
- 33.1 **Compliance with SMC Ch. 20.45:** The Contractor shall comply with the requirements of Seattle Municipal Code (SMC) Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the

same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Contractor provides to its employees with spouses. At the City's request, the Contractor shall provide complete information and verification of the Contractor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement. *(For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206)733-9583 or review information at <http://cityofseattle.net/contract/equalbenefits/>)*

33.2 **Failure to Comply with SMC Ch. 20.45:** Failure to comply will subject the Contractor to one or more of the following penalties: disqualification from bidding on or being awarded a City contract for a period of up to 5 years; actual damages; termination of the contract; or other remedial actions such as payment of cash equivalent payments or expedited implementation of equal benefits.

33.3 **Fair Contracting Practices Ordinance:** The Contractor shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Ordinance 119601), as amended. Conduct made unlawful by that ordinance constitutes a breach of contract. Engaging in an unfair contracting practice may also result in the imposition of a civil fine or forfeiture under the Seattle Criminal Code as well as various civil remedies. (See SMC 14.10 at <http://clerk.ci.seattle.wa.us/~public/code1.htm>)

34. **Statement of Work:** See Attachment 1.

35. **Contract Bond:** If required by the City and requested in writing, the Contractor shall provide, within a reasonable period, not to exceed thirty (30) days, a contract bond in the amount of twenty percent (20%) of the remaining contract value, including Washington State Sales Tax and Use Tax, whichever is applicable, covering faithful performance of the contract, issued by a properly licensed surety company registered with the Washington State Insurance Commissioner on a City approved bond form. The bond must remain in force throughout the contract period per Section 3 and shall be conditioned upon full performance of all obligations imposed upon the Contractor within the contract including, without limitation, delivery of equipment and in-warranty service. The City agrees to pay the reasonable cost of the bond.

36. **Software Escrow Account:** Concurrent with the installation of the System at the City, the Contractor shall have deposited or shall deposit with an escrow agent (the "Escrow Agent") copies of all software under the control of the Contractor, and its documentation, provided there under in source language form. So long as City is under the Contractor's warranty or maintenance service, the City may elect to be added as a beneficiary of the escrow account by payment of the then-current charge for that service. The escrow shall be released to beneficiaries under the following Release Conditions. "Release Conditions" shall mean the existence of any one or more of the following circumstances, uncorrected for more than thirty (30) days:

- Entry of an order for relief under Title 11 of the United States Code;
- The making by Depositor of a general assignment for the benefit of creditors;
- The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property; or
- Action by Depositor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

37. **Addresses for Notices:** All notices to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:

If to City:

Michael Mears, Senior Buyer
Seattle Department of Executive Administration
Purchasing Services Division
700 Fifth Avenue, Suite 4112
P.O. Box 94687
Seattle, WA 98124-4687

If to the Contractor:

Wade Bettisworth, Sales Manager, Western Region
Parkeon, Inc.
40 Twosome Drive, Unit 7
Moorestown, NJ 08057

or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.

38. **Addresses for Delivery:** Stelio Units will be delivered to the Seattle installation site locations identified by the City to Contractor's local partner. All other material and supplies will be delivered to:

City of Seattle Parking Meter Shop
1010 Eighth Avenue South
Seattle, WA 98134-1330

39. **Address for Invoices:** All invoices to be delivered hereunder shall be in writing and delivered or mailed to the following address:

Seattle Department of Transportation
Attn: Accounts Payable
700 Fifth Avenue, Suite 3900
P.O. Box 34996
Seattle, WA 98124-4996

40. **Authority:** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed.

PARKEON, INC.

By: R.M.B.

Title: EXECUTIVE V.P.

Date: 3/15/04

CITY OF SEATTLE

By: Melody Marinelli

Title Purchasing Director

Date: 3-16-04

Seattle Business License Number:

ATTACHMENT 1

STATEMENT OF WORK Vendor Contract # 1163

1. Contractor Responsibilities

The Contractor, Parkeon, Inc. shall deliver parking pay station equipment, products and services to the City of Seattle, the City, in accordance with the terms of this agreement. All prices are FOB, City of Seattle, excluding sales tax, unless otherwise specified. The items, quantities, descriptions and unit prices that the Contractor will provide under this agreement are:

- 1.1 One thousand three-hundred (1,300) Stelio parking pay station units at a price of \$6,555.00 each, with the following features:
 - Units meet ADA requirements for access and operation, in effect at the time of Unit manufacture
 - Dual credit/debit (non-pin type) card and smart card reader (MagIC 500)
 - Thermal printer
 - Color: Deep Forest Green
 - Three language options including Chinese
 - Integrated solar power panels
 - Lithium batteries for memory support in case of solar panel failure
 - Internal modem for wireless communication capability
 - Installation of all City supplied unit graphics
 - Keys: two (2) maintenance door keys; two (2) lower door keys. Unit keying requirements will be specified at time of order.
- 1.2 Options to purchase up to 300 additional units at a price of \$6,555.00 each.
- 1.3 Coin transfer canisters with two (2) keys per canister at a price of \$152.00 each.
- 1.4 Extra maintenance door, lower door and coin transfer canister keys at a price of \$29.00 each.
- 1.5 Stelio self-adhesive single-issue receipt ticket stock, 3,000 tickets per roll, with a three-color print format. Order qualities:
 - 2,000 rolls at \$30.50 per roll
 - 1,600 rolls at \$31.30 per roll

Cost includes supplier storage and twelve-month (12-month) shelf-life guarantee if full print quantity payment is made at time of manufacture.

- 1.6 New EPROM's at a quantity cost rate of:
- 1-9 \$150.00 per EPROM
 - 10-24 \$125.00 per EPROM
 - Over 24 \$95.00 per EPROM
- 1.7 Setup new EPROM's at a price of \$195.00 per setup request, exclusive of the initial unit EPROM setup.
- 1.8 Parkfolio alarm and system information services including wireless communications at an installed volume-based monthly price per unit as follows:
- Up to 500 total installed units \$25.00/month/unit
 - Between 501-1000 total installed units \$22.50/month/unit
 - Over 1000 total installed units \$20.00/month/unit

Contractor is responsible for resolving gaps in the communications coverage for areas of planned Stelio unit installation. In the event that PSTN service is required, Contractor will equip the unit(s) with the proper modem at no additional cost to the City. The City will reimburse Contractor to provide the telephone service connection and pay the associated documented monthly line costs.

Cingular provides Mobitex wireless communications services, as subcontractor to Contractor. City reserves the right to approve any change in wireless service provider, and approval will not be unreasonably withheld.

Contractor to provide the following Parkfolio support to the City for the above monthly subscription rate:

- 1.8.1 Provide full support for all aspects of the Parkfolio system. City staff will not be required to provide any application support. Cost of this support included in the monthly Parkfolio subscription fee.
- 1.8.2 Provide application use support, such as troubleshooting and problem correction, within one (1) business day of notification by the City.
- 1.8.3 Add new pay stations to the Parkfolio environment, to meet the City's installation and start-up schedule.
- 1.8.4 Create semi-custom environment on web page as specified by City, including organizing machines into zones/circuit/groups.
- 1.8.5 Ensure successful City system upgrade migrations by providing updated system documentation and any necessary training and issue resolution support required by City personnel.
- 1.8.6 Revise up to six (6) machine software originations (customizations) per year for the programming of the pay stations through Parkfolio as requested by City. Contractor will make their best efforts to make changes within five (5) business days of receipt of the change request.
- 1.8.7 Provide the results of any research required by disputed transactions.
- 1.8.8 Create and reset passwords as requested by the City.

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- 1.8.9 Monitor Parkfolio and report monthly, on error trends, such as, machines failing to communicate.
 - 1.8.10 Maintain and regularly update the Parkfolio system software and hardware as required to ensure effective and secure City operations.
 - 1.8.11 Assist the City to develop custom reports and data sets by providing access to the data dictionary, file formats, etc. Provide the City custom reports at a cost of \$2500 per custom report formatting request.
- 1.9 Real-time credit card authorization and transaction data communications services, including wireless communication links for transmitting all transaction information from the pay stations to the financial institution, to meet City credit card transaction security requirements, at an installed volume-based monthly price per unit as follows:
- Up to 500 total installed units \$27.50/month/unit
 - Between 501-1000 total installed units \$25.00/month/unit
 - Over 1000 total installed units \$22.50/month/unit
- Real-time credit card authorization services are provided by Credit Call, as a subcontractor, to the Contractor. City reserves the right to approve any change in credit card authorization service provider.
- 1.10 One (1) hand-held data terminal (jumbo hand-held unit) at a price of \$3,395.00 per set, with an option to purchase up to ten (10) additional sets.
 - 1.11 Ten (10) copies of operating manuals complete with wiring diagrams and specifications, for installation, maintenance and use. Manuals will be in English and provided during the City training period. In addition, electronic versions of the manuals are to be supplied, including the right for the City to edit and change the manuals for its own use only.
 - 1.12 The City will receive a twenty-percent (20%) price discount for all parts purchased through Contractor, including for all future upgrades of modular components and repair materials, parts supplies and new features purchased within the terms of this agreement. A recommended spare parts inventory with list prices is attached as Exhibit A. The Contractor guarantees that parts or parts compatible with parts currently used for the units will be available for ten (10) years from the date of the award.
 - 1.13 One hundred (100) test tokens at a price of \$2.00 per token and ten master test (10) cards, with an expiration date of January 1, 2007, at a cost included in the price of the Stelio units.
 - 1.14 Two thousand five-hundred (2,500) Citymap (Chip-One disposable) smart cards encoded with denominations of \$1.50 for \$2.38 per card.
 - 1.15 Configuration of units to City specifications, within unit's current capabilities, including mode of operation, coin and token acceptance, languages, and periods of operation. Cost included in price of Stelio units.
 - 1.16 Eighty (80) hours of instructor time for operations, enforcement, adjudication, collections, information technology and maintenance training at City-designated facilities. City

reserves the right to approve the training course content. Cost included in price of Stelio units.

- 1.17 Responsible disposal of all used lithium batteries for the warranty period. Cost included in price of Stelio units.
- 1.18 Full-time, on-site project manager to assist with project set-up and installation for a minimum of four (4) weeks from a date to be determined and as required thereafter. In addition, the contractor's local representative will continue to provide on-going technical support for the duration of the warranty period. Cost included in price of Stelio units.
- 1.19 Delivery of operable, configured units to site for installation on pre-installed base studs. Cost included in price of Stelio units.
- 1.20 Token calibration, as requested, at a price of \$100.00 per unit plus a one-time set-up fee of \$198.00 per unique token. This pricing applies to units that are factory programmed. Retrofit service pricing will be developed at the time of request.
- 1.21 Support for future upgrades and enhancements, including smart card compatibility with the Puget Sound Regional Fare Integration project and new communications technology. The City, prior to commencement of any work, will require cost estimates for the revised requirements/specifications for authorization.
- 1.22 The Contractor guarantees, for a period of five (5) years from the date of installation, to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost to the City.
- 1.23 Contractor will provide the City free of charge any new software releases (including parking management and printer software) for a period of five (5) years. Specific developments made for the City under this contract will not be included in future standard releases unless agreed to in writing by the Contractor.

2. City of Seattle Responsibilities

The City will be responsible to:

Specify:

- Mode of operation (pay and display or pay by space) for each Stelio unit
- Coins and tokens accepted
- Credit cards accepted
- Parking rate structure
- Periods of operation
- Language requirements and associated translation verification
- Unit keying requirements

- 2.1 Provide graphics design and printed material for unit graphics.
- 2.2 Provide receipt configuration within unit's current capabilities, content design input and final approval.
- 2.3 Approve credit card transaction process and security procedures.
- 2.4 Facilitate the provision of information for the Puget Sound Regional Fare Integration project's smart card system requirements
- 2.5 Provide information and token calibration supply (110 tokens) for utilization of merchant validation tokens (optional).
- 2.6 Installation of units on mounting studs and unit base grouting, per Contractor specifications.
- 2.7 Provide delivery schedule for calendar 2004 as follows:

Best efforts to support April 12 Start of Installation	80 units
May 19, 2004	100 units
June 30, 2004	100 units
August 18, 2004	100 units
October 6, 2004	117-120 units

Delivery schedules for 2005 and 2006 will be communicated in writing at least ninety (90) days prior to the first expected delivery.

- 2.8 Acknowledge that the first eighty (80) Stelio units may be keyed differently and may have different quantities of keys then specified.

3. Equipment Performance Standards

- 3.1 All replacement components will be readily available from a Washington state location. In the event that the Washington state location is temporarily out of any component, additional components will be available within one (1) business day.
- 3.2 The average failure rate for units taken across a minimum installation base of 100 units shall not exceed one failure per machine per year when Contractor-recommended maintenance procedures are followed. A machine failure shall be defined as an out-of-order condition (unit displaying a red indicator light). Easily remedied, non-repeating or maintenance negligence-caused out-of-order conditions resulting from acts of God, abuse, vandalism, minor system failures (e.g., battery failure, no receipts, coin box full, blown fuse and other failures that are minor in nature) will not be considered machine failures. Machines that are diagnosed as chronic (as described in Section 3.4) will be replaced and not included in the calculation as described in this section.

- 3.3 Each newly installed pay station will be monitored for faults and/or defects during a sixty-day (60-day) burn-in period. Following that period, failures of any hardware components resulting in that unit being out of service will count against the overall standard.
- 3.4 The City shall have the right to exercise the five-year (5-year) year warranty clause in the contract to remedy machine failures. In addition, the City has the right to demand that a unit be replaced within one (1) business day in the event that the unit experiences either a system failure that cannot be corrected in the field or is determined to have a pattern of chronic equipment failures. A unit that is deemed to have chronic equipment failures is a unit that has had three (3) equipment failures (as defined in Section 3.2 above) in any twelve-month (12-month) period.
- 3.5 The Contractor is responsible for any installation costs involved in replacing a unit that cannot be repaired in the field or has chronic equipment failures (as defined above). Replacement of a unit does not constitute removal from the performance requirement for overall failure.
- 3.6 In the event that the average failure rate following four hundred twenty-five (425) days of operation exceeds the parameters defined in Section 3.2 above, the City shall have grounds for contract termination.
- 3.7 In the event that a design flaw is identified during the warranty period, any required hardware or software replacements or site labor costs will be at the Contractor's expense. The Contractor is required within thirty (30) days of identification of a design flaw to communicate in writing the plan to correct the flaw and to perform such correction.
- 3.8 The unit will meet the above performance requirements while operating in an environment with a temperature range of -13 degrees to 130 degrees F and 97% non-condensing humidity.

4. Parking Information Management System Performance Standards

- 4.1 City change requests to rates, rate structures, receipt information, displayed text, payment acceptance, etc., will be processed by the Contractor within one (1) business day of final submittal of all required data.
- 4.2 Alarm, statistical and financial transaction data will be available on the Web site to City staff within sixty (60) seconds of their occurrence.
- 4.3 Contractor will provide the City, on a monthly basis, reports that describe hardware and software performance including, but not limited to, data transfer rate, the response time to system queries and access availability (including, but not limited to, website availability).
- 4.4 The Contractor's information management system will have less than five hundred twenty-five (525) minutes (0.1%) of "off-line" time per year.

5. Transaction Performance and Security Standards

- 5.1 The Stelio unit, regardless of mode of operation (pay-and-display or pay-by-space), 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.
- 5.2 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.
- 5.3 The Contractor will make its best effort to have less than five hundred twenty-five (525) minutes (0.1%) of “off-line” time per year with the credit card verification system.
- 5.4 The Contractor and each of their subcontractors will exercise an 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.
- 5.5 The Contractor and each of their subcontractors will complete an annual system security audit similar to Attachment B. The security audit results will be subject to approval by the City.
- 5.6 The Contractor will notify City within one (1) business day of any system security breach involving Contractor or its subcontractor systems.
- 5.7 The Contractor and his subcontractors will provide their best efforts to format credit card data to minimize financial institution processing costs.

6. Wireless Two-Way Communication Performance Standards

- 6.1 The Contractor will make its best effort to have less than five hundred twenty-five (525) minutes (0.1%) of “off-line” time per year with the wireless communications system.

7. Technical Support Performance Standards

- 7.1 The Contractor or an authorized subcontractor will provide technical response to problems within one (1) business day of a formal City request.
- 7.2 The Contractor or an authorized subcontractor will maintain a local parts and system software inventory that will be available to the City within one (1) business day of a formal request.

8. Planning for Upgrades

- 8.1 The City expects to collaborate with the Contractor on developing and testing software and/or hardware upgrades.
- 8.2 The Contractor will evaluate, annually, the establishment of a West Coast service and data center to support Parkfolio optimization by local users.

Annual Internal Security Audit Checklist

CreditCall/Parkeon

1. Do firewalls exist on all Internet or Extranet connections	Yes	CC
2. Are firewalls used internally to separate networks of different security levels?	No – there are no different security levels on the internal LAN	CC
3. Is there a formal procedure for approving all external connections?	N/A – No External Connections Supported	CC
4. Is the use of NAT or PAT implemented into your environment to hide internal network from the Internet?	Yes, ICSA-certified	CC
5. Is your firewall and router configured to conform with documented security standards?	Yes	CC
6. Is your firewall's CPU utilization monitored at least every 15 minutes?	No - We use a hardware based ICSA-Certified firewall that does not allow that level of monitoring	CC
7. Are available security patches implemented within 30 days?	Yes	CC
8. Are security patches tested before they are deployed to production systems?	Yes	CC
9. Do all system changes go through a formal change control process?	Yes	CC
10. Does your cryptographic solution conform to applicable international and national standards, as well as all legal and regulatory controls?	Yes	CC
11. Are only crypto devices used that meet the approval standards and policies of your organization?	Yes	CC
12. Are there documented processes and procedures in place for encryption keys?	Yes	CC
13. Is access to keys restricted to the fewest number of custodians necessary?	Yes	CC
14. Is cardholder information retained when it is no longer needed for business reasons	Yes. The SHA1 hash of the card number (PAN) is stored for velocity checking purposes. This field is available only to the Cardease application and Administrators.	CC
15. Is a quarterly inventory audit performed to verify if any stored cardholder information exceeds your retention requirements?	Yes	CC
16. Is CVV2 or magnetic stripe data stored in the database or log files?	No	CC
17. Are all passwords on network devices and systems encrypted?	Yes	CC
18. Is stored cardholder data encrypted by one of the following, one-way cipher (hash indexes) such as SHA-1 (not MD5), Truncation, Simple ciphers, index tokens and PADS, strong cryptography such as PGP or Triple-DES with associated key management processes and procedures?	Yes	CC
19. Is telnet or Rlogin used for remote system administration?	No	CC
20. Is externally accessible account data transmitted in unencrypted format?	No	CC
21. Is confidential account information transmitted via unencrypted email format?	No	CC
22. Is strong cryptography and appropriate key controls in place to safeguard data during transmission?	Yes for all data crossing externally accessible networks	CC
23. Are modems connected to the internal systems or DMZ systems?	Yes	CC
24. Is anti-virus software installed on all servers and workstations?	No – for reliability reasons. However, all	CC

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	other machines on the network are protected by a maintained and updated Anti-virus package. Production servers do not have e-mail access and are not used as workstations thus reducing the possibility of infection.	
25. Have anti-virus signature files been updated to the latest signature file?	N/A	CC
26. Is account information access on a need to know basis only?	Yes	CC
27. Are access control policies in place for data access privileges to cardholder information?	Yes	CC
28. Is firewall administration limited to only the network security administration staff?	Yes	CC
29. Is a unique username and password required for each non-consumer user that logs into a system containing cardholder information?	Yes	CC
30. Is at least one of the following methods used to authenticate all non-consumer users when accessing cardholder information: unique user name and password? token devices (i.e., SecureID, certificates, or public key)? biometrics?	Yes	CC
31. Are non-consumer users required to change their password every 60 days?	Yes	CC
32. Are non-consumer user accounts locked within 6 invalid login attempts?	Yes – every 3 attempts	CC
33. Are password protected screen savers or terminal locks used on all critical systems?	Yes – all machines run locked	CC
34. Are group passwords allowed on critical systems?	No	CC
35. Are passwords required to contain both numeric and alphabetic characters?	Yes	CC
36. Are individuals allowed to submit a new password that is the same as a previous password?	No	CC
37. Are all internal and external dormant accounts removed?	Yes	CC
38. Are applications run on default installations of operating systems?	No	CC
39. Is more than one application running as the primary function of a server at any given time?	Yes	CC
40. Are the minimum hardware components met on each network component for the software to function properly?	Yes	CC
41. Are all unnecessary services disabled on a server?	Yes	CC
42. Are security controls built into the application development process?	Yes - Only one Developer has access to the Cardease source code and all changes are tracked using Visual SourceSafe. All source code is stored on a hardened Windows 2000 Server, access is tightly controlled and weekly reviews of the SourceSafe Change logs are performed.	CC
43. Has the application code been tested for vulnerabilities prior to entering production?	Yes	CC
44. Do you perform penetration testing on your network and applications at least	Yes	CC

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once a year and after any significant modifications?		
45. Is access to all audit trails logged on all critical systems?	Yes	CC
46. Do you log the following: success and failed logins by all users, access to audit trails, deletion of objects, identification of affected components, root/administrator access origination and destination?	Yes – where supported by Windows 2000	CC
47. Are actions related to encryption key management logged on all servers that utilize the keys?	N/A	CC
48. Do logs include date and time stamp on all critical systems?	Yes	CC
49. Are audit trails on all critical systems secured in a way that they cannot be tampered with?	Yes – as supported by Windows 2000	CC
50. Do you review audit logs at least once a week on critical systems?	Yes	CC
51. Are audit logs retained for at least six months on all critical systems?	Yes	CC
52. Are vulnerability assessments performed on the internal and external network on a monthly basis and after updates and/or upgrades to systems?	No – external network connections are tested quarterly	CC
53. Is there a file integrity monitoring system in place to alert personnel of unauthorized modifications to critical systems?	No - only an Administrator can add or modify application software on a production Server.	CC
54. Are security alerts from the intrusion detection sensor monitored 24 hours a day, 7 days a week?	No	CC
55. Do you have Network IDS on perimeter related systems?	N/A	CC
56. Are the latest intrusion detection system (IDS) signatures installed on all IDS sensors?	N/A	CC
57. Are file comparison checks being reviewed on critical systems at least once a day?	No	CC
58. Is staff provided with adequate training on operational business and recovery plan execution responsibilities?	Yes	CC
59. Are the disaster recovery plan (DRP) and the business contingency plan (BCP) tested annually?	Yes	CC
60. Are security roles and responsibilities formally defined?	Yes	CC
61. Are critical data backed up on a daily basis?	Yes	CC
62. Are backup tapes stored in a location that does not require authorized access?	No	CC
63. Are all associated third parties with access to cardholder data contractually required to adhere to CISPR data security requirements?	No – no third party has access to cardholder data	CC
64. Are information security policies documented, kept current and disseminated to all employees, vendors, contractors and partners?	Yes	CC
65. Is there a security awareness and training program in place?	Yes	CC
66. Are pertinent security alerts monitored, analyzed and distributed to appropriate personnel?	Yes	CC
67. Is a security incident response plan formally documented?	Yes	Both
68. Are employees required to sign an agreement verifying they have read and understood the policies and procedures?	Yes	CC
69. Are employees with access to cardholder data permitted to begin work prior to completion of a background investigation (including credit and criminal record checks)?	CC – Yes, Parkeon – No	Both
70. Is access to the data center restricted and closely monitored?	Yes	Parkeon
71. Are all paper and electronic media — e.g. computer, networking, and communications hardware, telecommunications lines, etc. — containing cardholder information located in a physically secure environment?	Yes	Both
72. Have all discarded media been erased or destroyed using a formal procedure that ensures the complete deletion of all sensitive data?	Yes	CC
73. Do you maintain strict control over the internal and external distribution of any	Yes	CC



paper or electronic media containing cardholder data?		
74. Are visitors, including vendors, permitted to enter data centers or access sensitive systems without an escort?	No	Parkeon
75. Are visitors asked to sign out and turn in their badge or tag before leaving the building?	Yes	Parkeon
76. Is a visitor log retained for at least three months to retain a log of physical activity?	Yes	Parkeon
77. Are all media devices properly inventoried and securely stored?	Yes	Both

Attachment B-Vendor Contract 1163



Recommended Spares Stock - Stelio		Base = 100				
Description of Part	Part Number	Rec. Stock for 1000 Units	Rec. Stock	Batch Size	Price per Batch	Price for Rec
Main Board (no EPROM)	404002381	23	3	1	\$ 1,355.07	\$ 4,065
Modem set, complete w/antenna	133232	6	1	1	\$ 1,250.00	\$ 1,250
Card Reader (with Cable)	404302749	13	2	1	\$ 1,725.00	\$ 3,450
Coinbox Drawer with Mechanical Lock	132319	6	1	1	\$ 220.22	\$ 220
Equipped Coinbox w/out drawer	133685	3	1	1	\$ 550.86	\$ 551
Coin Selector	svt cas 46	12	2	1	\$ 636.57	\$ 1,273
Thermal Printer	122510	12	2	1	\$ 687.54	\$ 1,375
Solar P Top	124622	3	1	1	\$ 640.00	\$ 640
Assembled Rack w/cables, etc.	130716	3	1	1	\$ 161.49	\$ 161
Display/Keyboard Module	129870	23	3	1	\$ 173.71	\$ 521
Pre equipped Housing	130808	3	1	1	\$ 425.14	\$ 425
Main Door w/out lock	130844/136520	5	1	1	\$ 201.94	\$ 202
Motorized Escrow	125277	5	1	1	\$ 122.29	\$ 122
Solar Battery	400600403	45	5	1	\$ 256.90	\$ 1,284
Magnetic Card Kit	134437	16	2	1	\$ 240.20	\$ 480
Pedestal Cover	124633	5	1	1	\$ 95.96	\$ 96
Coin Inlet & Buttons Board Kit	124666	23	3	1	\$ 64.34	\$ 193
5 Hole Keyboard Frame w/Keypad	128768	23	3	1	\$ 42.29	\$ 127
Solar power supply piggyback board (charger board)	404001394	12	2	1	\$ 68.00	\$ 136
Protected Buttons Board and Coin Inlet Kit (relay board)	124674	12	2	1	\$ 31.46	\$ 63
Black Panel Glass (lexan display cover)	124672	24	3	1	\$ 66.97	\$ 201
Red Button	124667	39	4	1	\$ 11.04	\$ 44
Green Button	124668	39	4	1	\$ 11.04	\$ 44
Door Open Detection Kit (Door sensor)	125566	12	2	1	\$ 132.57	\$ 265
Ticket Bowl Kit	130599	8	1	1	\$ 36.11	\$ 36
Ticket Bowl Flap	120341	8	1	1	\$ 15.54	\$ 16
Coin Bowl Kit	124673	8	1	1	\$ 14.97	\$ 15
Coin Bowl Flap	120342	8	1	1	\$ 3.06	\$ 3
Paper Protection Kit	125858	12	2	1	\$ 14.13	\$ 28
Ticket Reel Spindle	120412	8	1	1	\$ 5.64	\$ 6
Selector Wheel	123324	228	23	1	\$ 9.88	\$ 227
Coinbox Microswitch Kit	124663	5	1	1	\$ 15.54	\$ 16
Interference Filter	404302302	5	1	1	\$ 70.29	\$ 70
Electronic Lock Cable	404402437	5	1	1	\$ 23.31	\$ 23
					Total	\$ 17,631
					Total per machine	\$ 176

Notes: Depending on the specific config., the part number may change from that listed (check before ordering)

This list represents the recommended stock of spare parts for a base - other parts are available on request

