

Agreement to Supply: PURCHASE/INSTALLATION OF MULTI SPACE METERS WITH SEVEN YEAR MAINTENANCE AGREEMENT

This agreement, made and entered into this the _____ day of _____, 2006, is by and between the CITY OF FORT LAUDERDALE, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and

Name of CONTRACTOR: Digital Payment Technologies Corp.

Address: FAS 1405 Grandview Highway Burnaby FAS City: Vancouver, BC, Canada State: _____ Zip: V5E4M3

A Corporation A Partnership An Individual Other: _____

hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did advertise and issue a Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of seven (7) years and the Contractor submitted a proposal that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: September 28, 2005 Pur-10

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to sell to the City and the City agrees to buy from the Company, during the period beginning 05/01/06 and ending 04/30/13 for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. The Request for Proposal containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of RFP Number 252-9205 and the Contractor's proposal in response, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
- 2) The City's RFP and all addenda thereto
- 3) Contractor's proposal in response to the City's RFP

c. **Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation:** The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt:** State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary. Paragraph 8.6 of the Contractor's Customer Support Services Terms and Conditions is deleted.

f. **Invoicing:** Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

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2. Contract Special Conditions: The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America. Until the Contractor is authorized by the Florida Department of State to transact business in the State of Florida, service of process on the Contractor may be accomplished by serving process on Florida Door Control of Orlando, Inc., or on any other agent transacting business for the Contractor in the State of Florida. The Contractor shall require that any subcontractor performing any work on any of the meters be authorized by the Florida Department of State to transact business in the State of Florida and that any such subcontractor maintain in effect insurance policies having the same policy limits, to the same extent, and with the same requirements, as required of the Contractor.

The Contractor shall defend at the Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, and agents against any claim by or judgment in favor of Florida Door Control of Orlando, Inc., or Florida Door Control of Orlando, Inc.'s officers, employees, or agents, including any award of attorney fees or costs, arising out of or that may be occasioned by the City's award of this contract to the Contractor and not to Florida Door Control of Orlando, Inc. Inasmuch as the City will do its own maintenance, in accordance with the Contractor's proposal, the cost of the manufacturer's warranty for the third year through the seventh year of this contract will be \$750 per unit per year.

3. Contract Summary:

- a. Attachments: **Digital Payment Technologies Corp.'s response to the RFP and a copy of the RFP document.**
- b. Payment Terms: Per RFP prices are in U.S. dollars; payment will be in U.S. dollars
- c. Delivery: Per RFP
- d. Insurance: Yes No
- e. Performance Bond/Letter of Credit: Yes No
- f. Procurement Specialist's Initials: JTH

4. Contractor's Phone Numbers: Office: **604-830-7783, 888-687-6822** Mobile:

5. Contractor's Fax Number: **604-687-4329**

6. Contractor's E-Mail Address: mike.morokhovich@digitalpaytech.com Website: info@digitalpaytech.com

City of Fort Lauderdale

By: Michael J. Walker R. 48.
Director of Procurement Services (City Manager's Designee)

Auth: Sec. 2-180(8) of Code and Procurement Memo No. 04-03

Date: 6/15/06

Paul Barnal
Assistant City Attorney (approved as to form)

Date: 6/14/06

Contractor/Vendor

By: F. Andrew Scott
Name of Company Officer (please type or print)

F. Andrew Scott
Authorized Officer's Signature

Title: Chief Executive Officer

Date: June 27, 2006

Craig Parsons
Secretary (please type or print)

Attest: Craig Parsons
Signature of Secretary