

Deliver To:

TAMPA FL 33602

Vendor:

FC0000015 AUTOVU TECHNOLOGIES, INC.  
300 ST. SACREMENTE, SUITE 415  
MONTREAL, QUEBEC PO H2Y 1X4

VENDOR TELEPHONE: 514/843-5212  
FEDERAL TAX ID: FC0000015

Purchase Order No:

P.O. Date: 12/10/03 POPK04100099 PO P076

FOB: DEST

Delivery  
Date: 12/12/03

BID NO.

REQ. NO. RQPK04100036 11/04/03

TERMS:  
BOT ON FILE

DOCUMENT -----  
TOTAL: 70,000.00

01	70,000.00	PK0141A01	06401
	-----		
	70,000.00		

PLEASE BILL TO: THE DELIVER TO ADDRESS AS STATED ABOVE

Municipalities are exempt from federal taxes on transportation charges. If you are to prepay charges do not pay tax as City will not reimburse you for taxes paid. If any of the articles ordered bear excise tax, the amount of the tax must be stated separately on the invoice. City does not pay late charges.

Authorized

Signature: M. J. [illegible]

Director of Purchasing

PLEASE MAIL INVOICES IN DUPLICATE TO THE DELIVERY ADDRESS LISTED ABOVE

N

## BUDGET OFFICE TRANSMITTAL

Instructions: The purpose of this form is to transmit monetary information to the Budget Office upon the Purchasing Department's and the Requesting Department's selection of the lowest responsive, responsible Bidder for purchases from \$5,000.00 to \$99,999.99. A Buyer's letter is attached, if appropriate. The Budget Office will review the information below and return the completed form to the Buyer.

Bid Title: Mobile License Plate Recognition Equipment

Awarded Vendor Name: AutoVu Technologies, Inc. W/MBE N

[ ] Affirmative Action Checked Date: \_\_\_\_\_ Buyer's Initials: cg

Certificate No.: SS Expiration: not barred [ ] Temporary [ ] Permanent

Requesting Department: Department of Public Works/Parking Division

Contact Name: Roni Conage Phone: 274-8415

TYPE TRANSACTION: ( ) New Bid/RFP (X) Single Source ( ) Amending ( ) Administrative

( ) Approving, Ratifying and Confirming (ARC) ( ) Payment Under Existing Agreement

( ) Renewal: Original Reso # \_\_\_\_\_ Date Passed \_\_\_\_\_ Amount \$ \_\_\_\_\_

1st Renewal Reso # \_\_\_\_\_ Date Passed \_\_\_\_\_ Amount \$ \_\_\_\_\_

2nd Renewal Reso # \_\_\_\_\_ Date Passed \_\_\_\_\_ Amount \$ \_\_\_\_\_

Funding: FY: 04 Index Code: PK0141A01 SubObj: 06401 Usercode: \_\_\_\_\_ Project: \_\_\_\_\_

Prjdtl \_\_\_\_\_ Grant \_\_\_\_\_ Grntdtl \_\_\_\_\_ Percent: \_\_\_\_\_ Est Amt: \$70,000.00

FY: \_\_\_\_\_ Index Code: \_\_\_\_\_ SubObj: \_\_\_\_\_ Usercode: \_\_\_\_\_ Project: \_\_\_\_\_

Prjdtl \_\_\_\_\_ Grant \_\_\_\_\_ Grntdtl \_\_\_\_\_ Percent: \_\_\_\_\_ Est Amt: \_\_\_\_\_

[X] Funding Checked in Computer Date: 11/19/03 Buyer's Initials: cg  
OR

[ ] Control By Requisition. Total: \$ \_\_\_\_\_

Award Period: ( ) 1 year period from date of award with 2 additional 1-year periods.

( ) One time buy. ( ) Other: RQPK04100036 on line

POPK04100099

No. of W/MBE Firms Solicited: \_\_\_\_\_ No. of W/MBE Responses: \_\_\_\_\_ NIGP # 550-92

Comment: \_\_\_\_\_

Purchasing Approval: Celiste P. Gibbons Date: 11/25/03 12/19/03

BUDGET OFFICE: Budget Approval (X) Yes ( ) No.

Comments: Encumbered

Budget Analyst's Signature: [Signature] Date: 12/9/03

Dece  
9355SINGLE SOURCE  
CERTIFICATE OF CONDITIONS AND CIRCUMSTANCES

Instructions: The purpose of this form is to certify conditions and circumstances for the purchase of goods and services under the single source exception to the competitive bid process. This request is to be executed by the Department Director and submitted to the Director of Purchasing for consideration and approval/disapproval.

Item or Services Required: Purchase of Mobile License Plate Recognition SystemName of Company considered Single Source: AutoVu Technologies

Conditions and circumstances for the single source. Please be specific:

The Parking Division has incorporated a mobile license plate recognition system as part of its daily enforcement duties and requirements. AutoVu Technologies is the sole and only manufacturer of this type of equipment. They are also, the only distributor that sells services and supplies spare parts to said equipment.

Requesting Department  
Director's Signature: [Signature] 11/3/03Date of Request: 11/7/03

Requisition Number: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

Purchasing Department Action:

[Signature]Signature: Cecil C. HubbsDate: 11/18/03



October 15, 2003

Mr. Carlos Aguiar  
Parking Division  
City of Tampa Bay  
107 N. Franklin St.  
Tampa, FL  
33602

Dear Mr. Aguiar:

Regarding your inquiry pertaining to the issuance of a sole source certificate to AutoVu Technologies for the provision of an AutoFind unit, please be advised that AutoVu Technologies Inc. currently are the only North American Supplier of Mobile License Plate Recognition Systems for parking enforcement applications.

In addition to the above statement please be advised that AutoVu Technologies Inc. have been issued a United States Patent for our product. The Patent number is 6081206. Furthermore, several cities in North America have completed due diligence and issued sole source contracts to AutoVu. Some of these cities are:

Chicago, San Diego, Santa Cruz, Monterey, North Vancouver and Salt Lake City.

If you have any additional questions or requirements do not hesitate to call me.

Yours truly,

Thomas E. Keeley  
Director  
Sales & Marketing  
AutoVu Technologies Inc.  
1-888-264-0746

AutoVu Technologies, Inc.  
300 St-Sacrement, suite 415 • Montreal, Quebec • H2Y 1X4  
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[www.autovul.com](http://www.autovul.com)

INSTRUCTIONS: The purpose of this form is to document departmental purchases. Follow the appropriate procedures for the dollar amount involved.

1. Purchases up to \$999.99. Determine if W/MBE Bidder is available by consulting the On-Line Bid System or the W/MBE Directory. At least one quote must be solicited from a W/MBE Bidder, if one is available. Enter the requisition into the On-Line Requisition System and retain this completed form for audit purposes.
2. Purchases from \$1,000.00 through \$24,999.99. Consult the appropriate Buyer for Bidders before taking any action. Upon receipt of quotations, complete this form and forward it to the Buyer. Enter the requisition into the On-Line Requisition System. The Buyer will release the requisition upon receipt of this completed form.

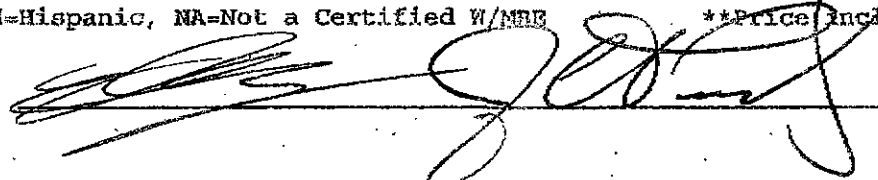
REQUISITION #:		VENDOR NAME:		AUTO VO TECHNOLOGIES, INC.					
DEPARTMENT #:		VENDOR #:							
BUYER:		PHONE #:		514-843-5212					
QUOTES TAKEN BY:		FAX #:		514-843-5272					
PHONE #:		QUOTED BY:		THOMAS E. KELLEY		1-888-267-0746			
MAIL CODE:		DELIVERY DATE:							
		PRICES VALID THRU:							
		*W/MBE		* CIRCLE: F B H NA		* CIRCLE: F B H NA		* CIRCLE: F B H NA	

QTY	UNIT	PRODUCT CODE	DESCRIPTION	** PRICE		** PRICE		** PRICE	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	LOT		MOBILE LICENSE PLATE	\$70,000.00	70,000.00				
			RECOGNITION EQUIPMENT						
			TOTAL:	\$70,000.00					

\*F=Female, B=Black, H=Hispanic, NA=Not a Certified W/MBE

\*\*Price includes FOB TAMPA unless indicated otherwise.

DEPARTMENT SIGNATURE: 

DATE: 10/31/03

K:\DEPT7.FRM  
Revised 6/97



October 15, 2003

Mr. Carlos Aguiar  
Parking Division  
City of Tampa Bay  
107 N. Franklin St.  
Tampa, FL  
33602

Subject: Price Quote – AutoFind

Per our discussion please find outlined below the payment terms (price quote) for the purchase of 1 AutoFind unit by the City of Tampa Bay. For ease of reference 'Buyer' is defined as the City of Tampa Bay and 'Seller' is defined as AutoVu Technologies Inc.

1. EQUIPMENT PURCHASE

- 1.1 The Buyer agrees to buy, and the Seller agrees to sell, assign, and transfer all of its rights, title, and interest in the personal property described in Section 1.2, referred herein as the "Equipment".
- 1.2 One AutoFind Equipment unit - This unit is equipped to read vehicle license plates parked on street for the purpose of enforcement of overtime parking restrictions and for the identification of scofflaw vehicles. The Equipment is comprised of the following:
  - (i) One Pentium computer running Windows software
  - (ii) Two frame grabbers
  - (iii) One touch screen
  - (iv) Two roof mounted cameras
  - (v) Two tire imaging cameras
  - (vi) Two rotating platforms
  - (vii) Mounting hardware and miscellaneous wiring
  - (viii) Application software for finding scofflaw and overtime parked vehicles
  - (ix) MS Access 97 database
  - (x) Administrative software package for statistical data reporting and analysis

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- 1.3 The Seller will install a Wireless Communication Interface Server (WCIS) at the Buyer's location. The Buyer acknowledges that the WCIS and all data resident thereon shall remain the property of the Seller.
- 1.4 The Buyer agrees that it shall provide and make available to the Seller a DSL or Cable modem enabled for Internet connectivity at its expense at the location where the WCIS is installed.

## 2. PRICE AND PAYMENT

- 2.1 All dollar amounts stipulated are stated in United States Currency.
- 2.2 The Buyer agrees to pay the Seller the price of \$70,000 (Seventy thousand dollars) for the Equipment. The Seller will invoice the Buyer for the Invoiced Amount stipulated above as per the following schedule:

50 % on receipt of the Equipment by the Buyer.

50 % on completion of installation and training by the Seller.

Payment of invoices shall be due upon receipt.

- 2.3 Any invoiced amount which is not paid when due shall bear interest at the rate of one and one-half percent (1-1/2%) per month. The Seller will invoice the Buyer interest charges on any overdue payment and the Buyer agrees to pay these interest charges.
- 2.4 The Seller retains a security interest in the Equipment until all amounts due or to become due hereunder have been paid.

## 3. WARRANTY

- 3.1 The Seller warrants that the Equipment is free from any security interest or other lien or encumbrance and that it has full title to the Equipment and full authority to sell the Equipment. Furthermore, the Seller warrants that at the time of signing this Agreement, the Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of the Seller in the Equipment.
- 3.2 The Seller agrees to provide to the Buyer a full no cost twelve (12) month warranty on the Equipment. The warranty is effective starting from the date of installation of the Equipment. The warranty applies to hardware and software components, inclusive of labor. The Seller agrees to assign the benefits of all third party warranties for any third party equipment comprising the Equipment to the Buyer.

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- 3.3 The Seller or an authorized service agent will perform remedial work on the Equipment at the Seller's sole cost and expense during the warranty period.
- 3.4 The Seller makes no warranty regarding the model life of the Equipment.
- 3.5 The Seller's warranties will not apply to any Equipment in the following situations:
- (i) Failure to provide a suitable operating environment for the Equipment
  - (ii) Use of the Equipment for purposes other than that for which it was designed
  - (iii) Failure to monitor or operate the Equipment in accordance with applicable Seller specifications
  - (iv) Unauthorized attachment or removal or alteration of any part of the Equipment
  - (v) Unusual mechanical, physical or electrical stress
  - (vi) Modifications or repairs done by other than the Seller or its service agent(s)
  - (vii) Any other abuse, misuse, neglect or accident.
- 3.6 The Buyer shall notify the Seller in writing promptly of the failure of the Equipment to conform to the warranty set forth above and shall describe in commercially reasonable detail in such notice the symptoms associated with such failure. The notice must be received by the Seller during the Warranty Period of the Equipment. Within thirty (30) days of receipt of the notice, the Seller will test the allegedly defective Equipment and where the Seller determines that the Equipment does not meet the warranty set forth above, the Seller shall correct such failure by, at the Seller's option, either (i) modifying or repairing the Equipment or (ii) replacing the Equipment. The Buyer shall provide to Seller the opportunity to inspect the Equipment. The modification, repair or replacement shall be at the Seller's expense.
- 3.7 Except for the express warranty set forth above, the Seller grants no other warranties, express or implied, by statute or otherwise, regarding the Equipment, their quality, or otherwise. No employee, representative or distributor or the Seller or any other party is authorized to make any warranty for the Equipment other than the warranty set forth herein.
- 3.8 If the Seller is unable to modify, repair or replace the Equipment to conform to the warranty set forth above, then the Seller shall, at the Seller's option, either refund the Buyer or credit the Buyer's account the purchase price of the Equipment less depreciation calculated on a straight-line basis over the Seller's stated Warranty Period. In no event shall the Seller be liable for the cost of procurement or installation of a substitute Equipment by the Buyer or for any

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special, consequential, indirect or incidental damages. The provisions of this Agreement allocate the risks between the Seller and the Buyer. The Seller's pricing reflects this allocation of risk, and but for this allocation and limitation of liability, the Seller would not have entered into this Agreement. These remedies shall be the Buyer's exclusive remedies for breach of warranty.

- 3.9 In no event will the Seller be liable for indirect or consequential damages including, without limitation, loss of profit, even if notification has been given to the possibility of such damages.

#### 4. VEHICLE PREPARATION

- 4.1 The Buyer will ensure that the vehicle on which the equipment is to be installed is prepared in advance in accordance with the 'Vehicle Preparation' requirements. Said requirements will be forwarded under separate cover.
- 4.2 The Buyer acknowledges and agrees that employees of the Seller will be granted access to and the ability to drive the vehicle on which the equipment is to be installed for the purpose of installation, testing, system commissioning and training.

#### 5. ACKNOWLEDGMENT

- 5.1 The Buyer acknowledges that the issuance of a Purchase Order by it to the Seller constitutes the Buyer's acceptance of the terms stated above.

I trust the above is satisfactory to you. Should you have any questions or concerns please contact me at the number below.

Best regards,

Thomas E. Keeley  
Director  
Sales & Marketing  
1-888-264-0746

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