

S. S. R. B.

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

DISAPPROVED

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with **Mobile Partners** for the product and/or services described herein.
(Name of Person or Firm)

This is a request for (One-Time Contractor Requisition # _____, copy attached) or _____ Term Agreement or _____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the _____ (Program Name) (Attach List) Pre-Assigned Specification No. _____ Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____	Company or Agency Name: _____
Specification #: _____	Contract or Program Description: _____
Modification #: _____	(Attach List, if multiple)
Jai Kalayil Originator Name	744-4828 Telephone
_____	Signature Department Date

Indicate **SEE ATTACHED** in each box below if additional space needed:

PROCUREMENT HISTORY

Annual maintenance agreement for for the JASWare Communication Software utilized by the Department of Transportation by the City's One Call Center (Digger), Public ROW Inspectors and to process permitting requests for a number of the Utilities.

ESTIMATED COST

\$12,000 annually.

SCHEDULE REQUIREMENTS

Yearly maintenance and support contract for the JASware Communications Software which is utilized by the City's One Call Center (Digger) to notify member agencies of digs occurring both in the public right-of-way and in the private right-of-way. The software is also used to notify CDOT Inspectors of permitted work and by a number of utilities to request and receive permit remotely.

EXCLUSIVE OR UNIQUE CAPABILITY

Cotelligent and its successor company is the developer and owner of this software. In 2004 they granted Mobile Partners, LLC the sole and exclusive rights to maintain this software. Because of its use by the Digger operation, the software is needed for a mission critical operation which has public safety implications.

OTHER

The entire cost of maintenance is charged back to the One Call Centers' membership.

S. S. R. B.
DATE 3-2-10
APPROVED [Signature]
CONDITIONALLY APPROVED [Signature]
RETURN TO DEPT [Signature]
DISAPPROVED [Signature]

APPROVED BY:

DEPARTMENT HEAD OR DESIGNEE

[Signature]
CHIEF PROCUREMENT OFFICER
02322

2/19/10
DATE

[Signature]
BOARD CHAIRPERSON

3-2-10
DATE

3/22/10
DATE OF APPROVAL



City of Chicago
Richard M. Daley, Mayor
Department of Transportation

30 North LaSalle Street
Suite 1100
Chicago, Illinois 60602-2570
(312) 744-3600
(312) 744-7215 (TTY)
www.cityofchicago.org/transportation

2010 FEB 19 PM 2:12
198

To: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement

From: Thomas H. Powers, PE
Acting Commissioner
Department of Transportation

Date: February 19, 2010

RE: Non-Competitive Procurement Request

The Department of Transportation (CDOT) would like to request your assistance in securing a small purchase order that will allow us to purchase maintenance for the JASware communications software which is utilized by the City's One-Call Center, Digger, to notify member agencies of digs occurring both in the public right-of-way and on private property from Mobile Partners LLC.

The JASware software is proprietary and maintenance can only be performed by Mobile Partners. The cost of the maintenance is charged back to the Digger membership. Consequently, the actual expense to the city is minimal (their share of the Digger operation cost)

The JASware Communications Software is utilized by the Department for its Digger, Inspections and Permitting operations.

1. Digger is the primary user. The software is utilized to transmit dig tickets to its membership (notification that someone will be digging on either public or private property) so that facilities can be properly marked protecting them from damage and the excavator from harm. Digger will also receive back from their membership positive responses or all clears which indicate that they have no facilities within the excavation area (the contractors can check for positive responses through the use of an IVR telephone system)
2. Public ROW inspectional staff uses the communication software to receive information about where work is permitted and to transmit back to the main databases any inspections that have taken place
3. Three utilities who help pay for the system can utilize remote permitting - Ameritech, ComEd and Peoples Gas use this



capability to request work permits and received copies of the approved permits via the XchangeLynx software.

Failure to pay the software maintenance would result in significant liability to the City and put public safety in danger if the software fails:

Digger Operation – City would be liable for the damage of any underground facility if notification of the excavation was made to Digger and not transmitted to the Digger membership in a timely fashion. Further, the City would be liable for any injuries or fatalities related to the excavation.

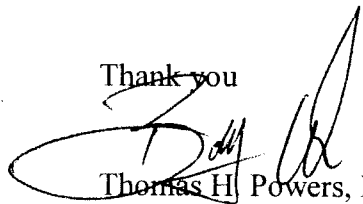
Inspections – The department’s inspectional force utilizes the software to obtain information about what is going on within the city and to conduct the inspections. Without the communications software the inspectors would have to rely on either paper reports (which takes time to produce) or office staff updating the main databases with the result of the inspection or logging into the City network remotely and accessing the main databases. Permits would have to be queried either by permit number or by address. Other screens would be used to record updates.

Remote Permitting – Using October numbers on average 92 permits are requested daily through the remote permit system. On average it would take a permit office clerk between 2 and 3 minutes a permit to enter or about 4 – 4 ½ hours daily to handle this load. With the remote permitting process the permits are automatically issued unless some sort of conflict is identified. Clerks take about 30 seconds to process permits that have been put into a pending because of these conflicts.

The time period requesting on this Non-Competitive Procurement Request is for a three (3) years period and runs to 12/31/2012 with two (2) one year extensions runs to 12/31/2014. The cost of the Maintenance is \$12,000 per year. Total cost for Five year is \$60,000.00, paid annually.

Your assistance in processing this Non-Competitive Procurement Request is greatly appreciated.

Thank you



Thomas H. Powers, P.E.
Acting Commissioner
Department of Transportation

**COST PROPOSAL FOR THE ANNUAL
MAINTENANCE FOR THE JASWARE
COMMUNICATIONS SOFTWARE**



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

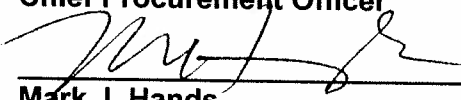
Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

Date: March 19, 2010

To: Jamie L. Rhee
Chief Procurement Officer

From: 
Mark J. Hands
Managing Deputy Procurement Officer

Re: Non-Competitive Procurement Review Board
March 2nd, 2010 Meeting

Description: Mobile Partners, L.L.C.

Requisition No.: N/A
Specification No.: N/A
Requesting Department: CDOT

The Non-Competitive Procurement Review Board has reviewed the submittal from the City of Chicago Department of Transportation dated February 19th, 2010. After reviewing the attached documentation, this request has been approved in the amount of \$60,000.00 for a three year period with two one year extension options (Maintenance included).

This Non-Competitive Procurement request is for the purchase of maintenance for the JASware communications software which is utilized by the City's One-Call Center, Digger, to notify member agencies of digs occurring both in the public right-of-way and on private property from Mobile Partners, L.L.C.

The Non-Competitive Procurement Review Board approved this request 5-0 given the proprietary nature of the JASware software and that maintenance can only be performed by Mobile Partners, L.L.C.

Cc: Rich Butler





Mobile Partners Proposal

Chicago Department of Transportation Maintenance and Support Cost Proposal

Mobile Partners, LLC.
103 Holly Drive
Woolwich Township , NJ 08085

Mike Kabat
Managing Partner
856-264-1145
mkabat@themobilepartners.com

Table of Contents

1	Executive Summary	3
2	Pricing.....	4
2.1	Maintenance and Support	4

1 Executive Summary

Mike Kabat, DBA Mobile Partners, LLC is pleased to present our cost proposal to provide Maintenance and Support for the City of Chicago, Department of Transportation's (CDOT) JASWare middleware software. The terms of the Maintenance and Support are detailed in the document *Software Maintenance and Support*. This proposal is for the cost to execute two years of this agreement.

2 Pricing

2.1 Maintenance and Support

Mike Kabat, DBA Mobile Partners, LLC will provide Maintenance and Support for the JASWare software as detailed in the document titled *Software Maintenance and Support*.

Maintenance and Support Fees

	Years	Cost Per Year	Total
One Year Maintenance and Support	2	\$12,000	\$ 24,000
Total Fees			\$ 24,000

**MOBILE PARTNERS SCOPE OF WORK TO
PROVIDE MAINTENANCE AND SUPPORT
FOR THE CITY'S IMPLEMENTATION OF
THE JASWARE COMMUNICATION
SOFTWARE**



Mobile Partners, LLC.

103 Holly Drive

Woolwich Township , NJ 08085

December 1, 2009

To: Whom it may concern

MBE/WBE waiver request for JASWare Support for Digger System.

Dear Sirs,

We hereby request a MBE/WBE waiver on the basis that Mobile Partners, LLC is the sole licensee of the JASWare software. It contains intellectual property only licensed to Mobile Partners, LLC. The attached document *JASWare- Software License* is proof of the software license.

Sincerely,

Mike Kabat

Managing Partner

Mobile Partners, LLC.

856-264-1145

mkabat@themobilepartners.com

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Mobile Partners Limited Liability Company

Business name, if different from above
Mobile Partners

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **P.....** Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
103 Holly Drive

City, state, and ZIP code
Woolwich Township, NJ 08085

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	:	:
OR		
Employer identification number	:	
26	:	3227041

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Michael J. Phelan Date ▶ 9/2/2008

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Mobile Partners Limited Liability Corporation

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

This Software Maintenance and Support Agreement (the "Maintenance Agreement"), effective as of January 1, 2010 (the "Effective Date"), is entered into by and between Mobile Partners Limited Liability Company, (the "Company"), and City of Chicago – Division of Infrastructure Management, Bureau of Inspections ("Customer"), having a principal place of business at 30 North LaSalle Street, Suite 310, Chicago, IL 60602-2570.

RECITALS

Customer has duly licensed the use of JASware software, version number 4.x (the "Licensed Program"), from Cotelligent USA, Inc. ("Cotelligent"). Customer desires to obtain, and the Company desires to provide, software maintenance services relating to the Licensed Program upon the following terms and conditions.

AGREEMENT

In consideration of the foregoing and the mutual promises contained in this Maintenance Agreement, the parties agree as follows:

1. **Definitions.** The following terms shall have the following meanings for purposes of this Maintenance Agreement.

(a) "**Error(s)**" shall mean any verifiable and reproducible failure of the Licensed Program to materially conform to such software's functional specifications set forth by Cotelligent in the applicable license agreement (the "Cotelligent Specifications"). Notwithstanding anything contained in this Maintenance Agreement to the contrary, the term "Error" shall not include any failure of the Licensed Program to materially conform to such software's functional specifications set forth in the Cotelligent Specifications that: (i) results from Customer's misuse or improper use of the Licensed Program; (ii) does not materially affect the operation and use of the Licensed Program; or (iii) results from the modification by Customer of the Licensed Program in a fashion not contemplated by this Maintenance Agreement.

(b) "**Error Correction**" shall mean either a modification or addition to or deletion from the Licensed Program that, when made to such software shall materially conform such software to the Cotelligent Specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the material adverse effect on Customer of such Error.

(c) "**Severe Error**" means any demonstrable Error in the Licensed Program that: (i) causes the Licensed Program to have a significant loss of utility of intended function as set forth in the Cotelligent Specifications; (ii) causes or is likely to cause data to be lost or destroyed; or (iii) prevents the Licensed Program from being installed or executed on the properly configured environment.

(d) “**Moderate Error**” means any demonstrable Error in the Licensed Program that: (i) causes the Licensed Program to operate improperly; or (ii) produces results materially different from those described in the Cotelligent Specifications, but which error does not rise to the level of a Severe Error.

(e) “**Minor Error**” means any demonstrable Error that: (i) causes a function to not execute as documented in published the Cotelligent Specifications without a significant loss of utility of intended functionality; or (ii) disables one or more nonessential functions.

(f) “**Support Services**” means the on-going software maintenance and support to be performed by the Company pursuant this Maintenance Agreement.

(g) “**Workaround**” means a temporary solution to an Error that the Company has implemented, or enabled Customer to implement and that allows the Licensed Program to regain functionality and provide major software functions in accordance with the Cotelligent Specifications.

2. **Support Services.**

(a) **Customer Responsibilities.** Customer agrees to notify the Company in writing promptly following the discovery of any Error. The Company agrees to make available to Customer a listing of known Errors and to notify Customer in writing promptly following the discovery of any Severe Error. Upon discovery of an Error by Customer, Customer agrees, if requested by the Company, to submit promptly to the Company a listing of output and any other data, including the operating conditions under which the Error occurred or was discovered, that the Company may reasonably require to reproduce the Error.

(b) **Telephone and Electronic Support.** The Company will provide support by telephone, facsimile and electronic mail at the telephone and facsimile numbers and e-mail address set forth on the signature page to this Maintenance Agreement. The technical support telephone line will be staffed by a customer technical support representative during the hours of 8:30 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday, excluding holidays scheduled by the Company (“**Normal Business Hours**”), subject to modification by the Company at the Company’s reasonable discretion. Voicemail may be provided for back-up support when the line is busy or after Normal Business Hours, and the Company will establish a pager-based or other contact method for emergency support outside of Normal Business Hours.

(c) **Response to Errors.** The Company will provide Support Services to Customer to ensure a consistent and high level of operation of the Licensed Program. In the event Customer notifies the Company of an Error in the Licensed Program, the Company will provide Support Services necessary to correct the Error in accordance with the terms of this Maintenance Agreement. The Company shall use commercially reasonable efforts to correct Errors in accordance with the following response times and with as little disruption to Customer’s service as commercially practicable:

(i) **Severe Errors.** The Company shall, within two (2) hours of the receipt of notice of any Severe Error, contact Customer to verify such Severe Error and begin a

resolution process. Upon the Company's verification of such Severe Error, the Company will use commercially reasonable efforts to provide a Workaround for such Severe Error within fifteen (15) days thereof, and will use its commercially reasonable efforts to provide an Error Correction for such Severe Error until such Error Correction is provided.

(ii) **Moderate Errors.** The Company shall, within four (4) hours of the receipt of notice of any Moderate Error, contact Customer to verify such Moderate Error. Upon the Company's verification of such Moderate Error, the Company will use commercially reasonable efforts to provide a Workaround for such Moderate Error, and will use its commercially reasonable efforts to provide an Error Correction for such Moderate Error until such Error Correction is provided.

(iii) **Minor Errors.** Upon the Company's receipt of notice of a Minor Error and upon the Company's verification of such Minor Error, the Company will initiate work to provide Error Correction for such Minor Error.

(d) **Exclusions from Support Services.** Support Services do not cover services for any failure or defect in the Licensed Program caused by: (i) the improper use, alteration, or damage of the Licensed Program by Customer or persons not authorized by Cotelligent; (ii) modifications to the Licensed Program not made by the Company; (iii) application software not provided or approved by the Cotelligent; or (iv) use of the Licensed Program on hardware that has not been approved by Cotelligent.

3. **Annual Fees.** Customer shall pay to the Company an annual maintenance and support fee ("**Annual Maintenance and Support Fee**") in the amount of \$ 12,000 for current licenses of the Licensed Program and 18% of fees paid for licenses obtained hereafter to obtain the maintenance and support set forth in this Maintenance Agreement. Such Annual Maintenance and Support Fee may be increased by the Company from time to time to reflect any increases in its costs.

4. **Form of Releases.** The Company reserves the sole right to provide any particular Error Correction or Workaround under this Maintenance Agreement in one of three forms, at the Company's sole discretion and depending on the nature, size, scope and impact of such Error Correction or Workaround, as applicable. The three forms include:

(a) **Field Service Bulletins.** Written advisory form, which may include suggested modifications to the Licensed Program in written form.

(b) **Software Modifications.** Machine readable modifications to the Licensed Program, with revision levels clearly identified.

(c) **New Software Modules.** Machine readable Source Code versions of the Licensed Program, with revision levels clearly identified.

5. **Term and Termination.**

(a) **Term of the Maintenance Agreement.** This Maintenance Agreement shall commence on the Effective Date and shall extend for a period of two (2) years thereafter, provided that the Company has received from Customer the fees as set forth in Section 3 of this Maintenance Agreement. Thereafter, the term of this Maintenance Agreement may be extended for additional one (1) year periods, upon payment by Customer to the Company of the Annual Maintenance and Support Fee.

(b) **Termination with Cause.** This Maintenance Agreement may be terminated immediately by either party in the event: (i) the other party breaches any material provision of this Maintenance Agreement and does not remedy such breach within thirty (30) days following notice of such breach from the non-breaching party; or (ii) the other party enters bankruptcy proceedings, becomes insolvent, or otherwise becomes generally unable to meet its obligations under this Maintenance Agreement.

(c) **Survival.** The provisions of Section 6 of this Maintenance Agreement shall survive any expiration or termination of this Maintenance Agreement.

6. **Miscellaneous.**

(a) **No License Rights.** Nothing in this Maintenance Agreement shall be construed to grant Customer any license rights.

(b) **Amendments and Waivers.** Any term of this Maintenance Agreement may be amended or waived only with the written consent of the parties or their respective successors and assigns. Any amendment or waiver effected in accordance with this Section 6(b) shall be binding upon the parties and their respective successors and assigns.

(c) **Assignment.** Customer shall not assign any of its rights, obligations or privileges (by operation of law or otherwise) hereunder without the prior written consent of the Company, which shall not be unreasonably withheld. The Company shall have the right to assign its rights, obligations and privileges hereunder to an assignee that agrees in writing to be bound by the terms and conditions of this Maintenance Agreement. The terms and conditions of this Maintenance Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Maintenance Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Maintenance Agreement, except as expressly provided in this Maintenance Agreement.

(d) **Entire Agreement.** This Maintenance Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

(e) **Independent Contractor.** Neither party shall, for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

(f) **Force Majeure.** In the event that either party is prevented from performing or is unable to perform any of its obligations under this Maintenance Agreement (other than a payment obligation) due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its best efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Notwithstanding the foregoing, if such party is not able to perform within ninety (90) days after the event giving rise to the excuse of Force Majeure, the other party may terminate the Maintenance Agreement.

(g) **Governing Law.** This Maintenance Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey, without giving effect to principles of conflicts of law. Each of the parties to this Maintenance Agreement consents to the exclusive jurisdiction and venue of the courts of Gloucester County, New Jersey.

(h) **Severability.** If one or more provisions of this Maintenance Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Maintenance Agreement, (ii) the balance of the Maintenance Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Maintenance Agreement shall be enforceable in accordance with its terms.

(i) **Waiver.** The waiver of any particular breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

(j) **Notices.** Any notice required or permitted by this Maintenance Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

(k) **Headings.** The headings of the several sections of this Maintenance Agreement are intended for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Maintenance Agreement.

(l) **Counterparts.** This Maintenance Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(m) **Advice of Legal Counsel.** Each party acknowledges and represents that, in executing this Maintenance Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Maintenance Agreement. This Maintenance Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

(n) **Limitation of Liability.** The Company's maximum aggregate liability in connection with Support Services to Customer shall be limited to the then current Annual Maintenance and Support Fee paid to the Company by Customer.

The parties have entered into this Maintenance Agreement as of the date first written above.

COMPANY:

Mobile Partners Limited Liability Company

Signed: Michael J. Kabat

Name: Michael J. Kabat

Title: Managing Partner

Address: 103 Holly Drive
Woolwich Township, NJ 08085

Fax #: ()

Telephone No.: (856) 264-1145

E-mail Address: mkabat@themobilepartners.com

SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: JASWare/Digger
 Specification Number: _____

From: Mobile Partners
(Name of MBE/WBE Firm)

MBE: Yes _____ No
 WBE: Yes _____ No

To: Dept. of Transportation and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer) (JAI KALAYIL)

The undersigned intends to perform work in connection with the above projects as a:

_____ Sole Proprietor
 Partnership
 _____ Corporation
 _____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

The above described performance is offered for the following price and described terms of payment:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Susan Latst
(Signature of Owner or Authorized Agent)
Marganna Parker
Name/Title (Print)
12/12/09
Date
856.264.1145
Phone

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

Contract Name JASWare/Digger
Specification No. _____

State of IL

County (City) of Chicago

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Mobile Partners

Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

- A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification
of the bidder/proposer as a WBE satisfies the WBE goal only.)
- B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing
the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

- 1. Name of MBE/WBE: N/A Partnership
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

*(see next page)

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

2. Name of MBE/WBE: N/A
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

5. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

6. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

II. Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A. Name of MBE/WBE: N/A
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

B. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

C. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

D. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes _____ No _____ *

E. Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

III. Summary of MBE/WBE Proposal:

N/A

A. *MBE Proposal*

1. MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %

2. MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation	\$ _____	_____ %

B. *WBE Proposal*

1. WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation	\$ _____	_____ %

2. WBE Indirect Participation (from Section II)

WBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	\$ _____	_____ %

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name: N/A Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Susan Kabat
Signature of Affiant (Date)

State of New Jersey
County of Gloucester

This instrument was acknowledged before me on 12/12/09 (date)
by Susan Kabat (name /s of person/s)
as Managing Partner (type of authority, e.g., officer, trustee, etc.)
of Mobile Partners (name of party on behalf of whom instrument was executed).

Dawn M. Dolbow
Signature of Notary Public

(Seal)

DAWN M. DOLBOW
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES DECEMBER 31, 2013

DPS PROJECT CHECKLIST

For DPS Use Only

Date Received

Date Returned

Date Accepted

CA/CN's Name

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: 12/09/2009	Need by (estimated date): 01/01/2010	
Requisition No.:	Contact Person:	Project Manager:
Specification No.: (if known)	Jai Kalayil	Jai Kalayil
PO No.: (if known)	Telephone: 3127444828	Telephone: 3127444828
Modification No.: (if known)	Fax: 3127423138	Fax: 3127423138
Previous PO No.: (if known)	Email: jkalayil@cityofchicago.org	Email: jkalayil@cityofchicago.org

Project Description: Annual maintenance agreement for for the JASWare Communication Software utilized by the Department of Transportation by the City's One Call Center (Digger), Public ROW Inspectors and to process permitting requests from a number of the Utilities.

Funding:

City:	<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
State:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway		<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
Federal:	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE ___ COMMITTED OR ___ SPENT BY DEADLINE: _____ (DATE) Term Estimated Value \$24000

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request	Modification/Amendment
<input type="checkbox"/> Blanket/Term/DUR/Agreement	<input type="checkbox"/> Time Extension**
<input type="checkbox"/> Master Agreement (Task Order)	<input type="checkbox"/> Vendor Limit Increase
<input checked="" type="checkbox"/> Standard/One-Time Purchase	<input type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s)
Forms	<input type="checkbox"/> Other (specify):
<input type="checkbox"/> Requisition	
<input type="checkbox"/> Special Approvals	
<input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB)	

Contract Term: 2 Years

** Requested Term (Number of Months): 24

Pre-Bid/Submittal Requirements:

Mandatory Pre Bid/Submittal Conference? Yes* No

Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

DPS PROJECT CHECKLIST

The following is a general description of what should be included in a Scope of Services or Specification:

A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will services be performed within 50 feet of CTA train or other railroad property?

Yes No

Will services be performed on or near a waterway?

Yes No

If applicable, Pre-Qualification Category No.

Category Description:

For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other _____

If Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents:

Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will work be performed within 50 feet of CTA or ATS structure or property?

Yes No

Will work be performed airside?

Yes No

*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)?

Yes* No Redacted

*If yes, attach Confidentiality Statement

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

If Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

DPS PROJECT CHECKLIST

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Is this a **Revenue Producing** contract?

- Yes No
 Yes No

If **Modification request**, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Will services be performed within 50 feet of CTA train or other railroad property?

Will services be performed on or near a waterway?

- Yes No
 Yes No
 Yes No

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

- Yes No

If **Modification request**, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If **New Request** (Check applicable boxes):

Is this a **Request for Information (RFI)**?

Is this a **Request for Qualifications (RFQ)**?

Is this a **Request for Proposal (RFP)**?

If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

*If yes, Company Name: PO#

- Yes No
 Yes No
 Yes No
 Yes* No

Attach a narrative explaining the consulting services and deliverables provided.

Is this a **Non-Competitive Procurement**?

*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board.

- Yes* No

Is this a request for **Individual Contract Services**?

*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

- Yes* No

Is this a **Revenue Producing** contract?

- Yes No

Does this request involve the **purchase of Software**?

*If yes, is City required to sign a software license?

*If yes, attach descriptions of software and software license agreement.

- Yes* No
 Yes* No

DPS PROJECT CHECKLIST

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

Required Attachments (IF RFP/RFQ OR SOLE SOURCE):

Statement of Work (SOW), Deliverables or Scope of Services defined

Does SOW involve any work in the public way?

Yes* No

*If yes, attach list of locations.

Does SOW involve any public improvement to property that requires performance bond or prevailing wage?

Yes* No

*If yes, attach list of locations.

Is City Council approval required?

Yes No

Project or Program Background Information

Project Goals and Objectives

Qualifications or Licenses/Certifications required for any disciplines

Evaluation Criterion desired in RFP or RFQ

Evaluation Committee (EC) members recommended. Attach list of names, titles and departments

Technical and/or Functional Requirements, if applicable

Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Deliverables)

If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

If Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories

Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)

Delivery Location(s)

Technical Literature

Drawings, if any

Part Number List (Manufacturer, or Dealer, or Other Source)

Current Price List(s)/Catalog(s)

Special Approval Form

Exhibits and Attachments

Attach Recommendation of MBE/WBE/DBE Analysis Form

Is this a Revenue Producing Contract?

Yes No

Yes No

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

DPS PROJECT CHECKLIST

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:

- Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/bio-waste material? Yes No
- Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

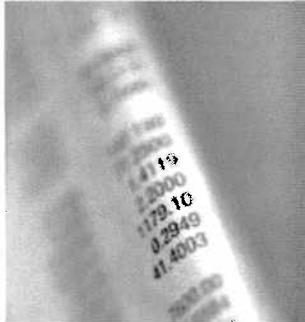
Attach Recommendation of **MBE/WBE/DBE Analysis Form**

- Is this a **Revenue Producing contract**? Yes No
 Yes No

If **Modification or Amendment request**, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

HOME
 COMPANY OVERVIEW
 INVESTMENT PHILOSOPHY
 ACQUISITION PROCESS
 LONG-TERM VALUE CREATION
 CURRENT PORTFOLIO
 EXECUTIVE MANAGEMENT
RECENT NEWS
 CONTACT US



»
 »
 » **skyviewcapital** »
 » Strategic Mergers & Acquisitions »

News/Press

Cotelligent Signs Divestiture Agreement With Skyview Capital

[News Archives](#)

[← Recent News](#)

Sale of IT Services Business Is Final Step In Transformation To Narrowcasting Under Watchit Media, Inc. Brand

SAN FRANCISCO--(BUSINESS WIRE)--April 7, 2005-- Cotelligent, Inc. (OTCBB: CGZT - News) announced today the signing of a definitive agreement to divest its remaining IT services and solutions business to FastTrack, LLC, an affiliate of Beverly Hills, California private equity firm Skyview Capital, LLC. The purchase price is comprised of \$2.8 million in cash to be paid at closing and a contingent payment of up to \$950,000 based upon certain revenue targets being attained by the business over the next three years. The purchaser will also be entitled to a refund of up to \$700,000 in the event certain specified business conditions are not satisfied. The transaction is subject to stockholder approval.

Cotelligent announced its plans to divest its remaining IT services of solutions business to become a pure play narrowcasting company in November 2004. This transaction is a significant part of the Company's overall plan to continue expanding its competitive advantage in the rapidly growing narrowcasting sector of the media industry. The Company intends to change its name to Watchit Media, Inc.

"The proceeds from this divestiture will allow us to position Watchit Media, Inc. for accelerated growth in future periods," stated James Lavelle the Company's Chairman and Chief Executive Officer. "With the projected growth in spending on narrowcasting over the next several years, and Watchit's impressive top line performance over the past year, we are confident we have the right business model in the right market at the right time."

Alex Soltani, President and Chief Executive Officer of Skyview Capital also stated: "The acquisition of Cotelligent's IT solutions service-line exemplifies our commitment in further cultivating businesses which provide essential applications to their client's internal processes. Coupled with Skyview's operational acumen, Cotelligent's exceptional market awareness and blue-chip customer base will create a dynamic opportunity for the re-establishment of its presence as one of the leaders in the CRM and customized sales force automation space."

About Watchit Media, Inc.

Watchit Media, Inc. is a leader in producing and delivering high-impact dynamic digital television programs through their Private Video Network(TM) that entertain, inform, educate and influence its audiences. The internet technology infrastructure of Watchit Media coupled with more than 12 years industry experience gives our customers a highly reliable, cost-effective, powerful visual experience that differentiates Watchit. In addition, the easy-to-use, Web-based applications of Watchit Media, such as Makeit(TM) and Scheduleit(TM), allow clients to create, manage,

update and schedule their own advertising in a matter of minutes, then, via IP and broadband, produce the content directly to their Private Video Network.

About Cotelligent, Inc.

Cotelligent, Inc. (www.cotelligent.com) creates customized business solutions that enhance existing applications, integrate disparate systems and extend our client's current environment with mobile and Web technologies. Cotelligent develops solutions on a proven foundation of reusable design components and patterns that give clients greater flexibility and agility for future requirements. We create solutions that precisely fit each of our client's needs and improve productivity with the shortest possible implementation time. Our exclusive architecture, consultative and collaborative approach has helped our clients reduce costs and implementation time by as much as 50%. Cotelligent's clients include automotive, distribution and consumer package goods industry leaders.

About Skyview Capital, LLC

Skyview Capital, LLC (www.skyviewcapital.com), a private investment firm headquartered in Beverly Hills, California, specializes in the acquisition and continuous strategic management of "systems-critical" enterprises in the areas of technology and telecommunications. By leveraging its extensive operational capabilities and financial resources, Skyview systematically enhances the long-term sustainable value of the businesses it acquires.

Safe Harbor Statement

Except for historical information contained herein, the information contained in this news release includes forward-looking statements that involve certain risks and uncertainties that could cause actual results to differ materially from such statements. All forward-looking statements included in this release are based upon information available to Watchit Media, Inc. and Cotelligent, Inc. as of the date hereof, and Watchit Media, Inc. and Cotelligent, Inc. assume no obligation to update any such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to: Watchit Media, Inc. / Cotelligent, Inc. expected financial performance, as well as the Company's strategic and operational plans that could cause actual results to differ materially from such statements. Please refer to the discussion of risk factors and other factors included in the Company's most recent Report on Form 10Q, Report on Form 10K for the year ended December 31, 2003 and other filings made with the Securities and Exchange Commission.

Additional Information About the Divestiture and Where to Find It

Cotelligent intends to file with the SEC a proxy statement and other relevant materials in connection with the proposed divestiture (the "Divestiture") of its IT services and solutions business pursuant to the terms of an Asset Purchase Agreement by and among Cotelligent, Inc., certain subsidiaries of Cotelligent, Inc. and FastTrack, LLC. The proxy statement will be mailed to the stockholders of Cotelligent. Investors and security holders of Cotelligent are urged to read the proxy statement and other relevant materials when they become available because they will contain important information about Cotelligent and the proposed Divestiture. The proxy statement and other relevant materials and documents filed by Cotelligent with the SEC may be obtained free of charge at the SEC's website www.sec.gov. In addition, investors and security holders may obtain free copies of documents filed with the SEC by Cotelligent by contacting Cotelligent Investor Relations, 655 Montgomery Street, Suite 1000, San Francisco, California 94111, 415.477.9900. Investors and security holders of Cotelligent are urged to read the proxy statement and other relevant materials when they

become available before making any voting or investment decision with respect to the proposed Divestiture.

Contact:

Watchit Media, Inc. / Cotelligent, Inc. Amelia Kegley, 702-740-1719 or (cell) 702-419-2868 akegley@watchitmedia.com

© 2005 SKYVIEW CAPITAL LLC
ALL RIGHTS RESERVED.

[Home](#) | [Company Overview](#) | [Investment Philosophy](#) | [Acquisition Process](#) | [Long-Term Value Creation](#)
[Portfolio](#) | [Executive Management](#) | [News](#) | [Contact us](#)



January 21, 2010

To: Whom it may concern

Dear Sirs,

Fastech Investment Group LLC purchased the IT Services and Solutions business and assets of Cotelligent, Inc. in July, 2005. One of those assets is the JASWare software that Cotelligent had licensed to Mike Kabat, DBA Mobile Partners, LLC in February, 2004.

Fastech has discontinued all operations related to JASWare. There is only one licensee of the JASWare software and that is Mike Kabat, DBA Mobile Partners, LLC.

Sincerely,

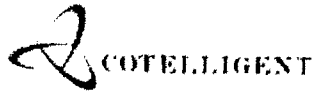
A handwritten signature in black ink, appearing to read "Richard M. Hirsh", with a long horizontal flourish extending to the right.

Richard M. Hirsh
Chief Executive Officer
Fastech Integrated Solutions LLC
Fastech Investment Group LLC

Fastech Integrated Solutions | 940 West Sproul Road | Suite 201 | Springfield, PA 19064

Phone: (610)359-9200 | Fax: (215)337-0174

www.FastechIS.com



SOFTWARE LICENSE AGREEMENT

This Software License and Services Agreement ("**Agreement**") is made as of this 5th day of February, 2004 (the "**Effective Date**"), by and between Cotelligent USA, Inc., a California corporation, with an office located at 100 Theory, Suite 200, Irvine, CA 92612 ("**Cotelligent**"), and Mike Kabat, with an address at 103 Holly Drive Swedesboro, NJ 08085 ("**Consultant**"). The terms of this Agreement shall apply to each Product license granted under this Agreement. When completed and executed by both parties, this Agreement with its Exhibits shall evidence the Product licenses granted by Cotelligent.

1. Definitions

"**Limited Production Products**" shall be Products not specified in this Agreement or specified as "Limited Production", "Alpha" or "Beta" by Cotelligent.

"**Product**" or "**Products**" shall mean the computer software as identified in Exhibit A in object code form and/or source code form (as provided by Cotelligent), owned or distributed by Cotelligent for which Consultant is granted a license pursuant to this Agreement; the media; the user guides and manuals for use of the software ("**Documentation**").

"**Users**" shall mean an individual or entity that is authorized by Cotelligent to use specified Products, regardless of whether the individual or entity is actively using the Products at any given time.

2. Product License

2.1 Rights Granted

2.1.1 Cotelligent grants to Consultant a non-exclusive limited license to use the Products exclusively pursuant to the terms and conditions of this Agreement, as follows:

(a) to use the Products solely for Consultant to provide maintenance and support services to the authorized Users exclusively identified in Exhibit A. Consultant may not re-license the Products or use the Products for third party training, commercial time-sharing, rental, service bureau use, or for any other use whatsoever;

(b) to use the Documentation provided with the Products in support of Consultant's authorized use of the Products;

(c) to make one copy of the Products for archival or backup purposes; no other copies shall be made without Cotelligent's prior written consent. All

titles, trademarks, copyright and restricted rights notices shall be reproduced in such copies. All archival and backup copies of the Products are subject to the terms of this Agreement; and

(d) to modify the Products or combine them with other software products solely for Consultant to provide maintenance and support services to the authorized Users exclusively identified in Exhibit A. The Products or such portions thereof included in such software products shall remain the property of Cotelligent and shall be subject to the terms of this Agreement.

Consultant shall not copy or use the Products (including the Documentation) except as otherwise specified in this Agreement.

2.1.2 Cotelligent shall have and retain all title, copyright, trade secret, patent, trademark and other proprietary rights in the Products and all modifications, enhancements, and other derivative works of the Products. Consultant does not acquire and waives all claims to any rights, express or implied, in the Products, other than those specified in this Agreement.

2.1.3 The Products are not intended for use in any nuclear, aviation, mass transit, medical, life support or other inherently dangerous applications or support thereof. Consultant assumes full responsibility to take all appropriate measures to ensure the safe use of such applications if the Products are used for such purposes, and Cotelligent disclaims liability for any damages caused by such use of the Products and Consultant agrees to indemnify, defend and hold Cotelligent harmless for all claims arising from or related to such use.

2.1.4 Other Cotelligent products and/or versions of third party software may be embedded in or delivered with Cotelligent Products licensed under this Agreement ("**Ancillary Product**"). Consultant

shall be limited to use of Products licensed under this Agreement. Consultant's right to use any Ancillary Product shall be only as described in the Documentation and limited to the use necessary to provide maintenance and support services on the Cotelligent Product, as designated in Exhibit A. Consultant shall have no right to use such Ancillary Product other than as necessary for the licensed ordinary use of the Cotelligent Product and grants Cotelligent's licensors the right to protect its interests under this Agreement and agrees that such licensors are benefited by the provisions of this Agreement.

2.1.5 As an accommodation to Consultant and at Cotelligent's sole discretion, Cotelligent may supply Consultant with Limited Production Products. These Products are not suitable for production use.

2.2 Assignment

Consultant may not assign this Agreement to a third party including affiliates without the prior written consent of Cotelligent; any such attempt shall be void.

2.3 Verification

2.3.1 On Cotelligent's written request, Consultant shall furnish Cotelligent with a signed certification verifying that the Products are being used pursuant to the terms of this Agreement.

2.3.2 Cotelligent may, at its expense, audit Consultant's use of the Products. Any such audit shall be conducted during regular business hours at Consultant's facilities and shall not unreasonably interfere with Consultant's business.

2.4 Material Terms and Conditions. Consultant specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Consultant to comply with these terms and conditions shall constitute a sufficient cause for Cotelligent to terminate this Agreement in accordance with Section 4.3. The presence of this Section 2.4 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party.

3. Non-Compete and Non-Solicitation

3.1 Non-Compete. Consultant understands and agrees that, during the term of this Agreement, Consultant will not provide or attempt to provide, or assist others to provide, any services similar to the type of services in which Cotelligent is currently providing to the following Clients so long as Cotelligent (11/03)

Cotelligent is under contract to provide such services to such Clients: BMW Financial Services, BM North America, Handleman Company, Hersey Food Corporation, Kraft Foods, Procter & Gambi Company, Toyota Motor Sales, and United State. Smokeless Tobacco Company, without the prior written consent of Cotelligent. Notwithstanding the foregoing, Cotelligent acknowledges that Cotelligent may request Consultant to provide services to such named Clients from time to time under a separate Consultant Agreement and as agreed to and signed by both Consultant and Cotelligent.

3.2 Non-Solicitation. Without the prior written consent of Cotelligent, during the period commencing on the date hereof and terminating on the second anniversary of the expiration or termination of this Agreement, Consultant nor any of its affiliates will solicit to hire or hire (as an employee, independent contractor or otherwise) any person who becomes known to Consultant as a result of performance of the services hereunder and who works or has worked (as an employee, independent contractor or otherwise) for Cotelligent or its affiliates. Consultant acknowledges that Cotelligent's damages resulting from any breach by Consultant of this Section 3.2 would be impracticable and extremely difficult to fix in an actual amount. Therefore, in the event that Consultant violates this Section 3.2, Consultant will immediately pay to Cotelligent as liquidated damages an amount equal to fifty percent (50%) of the first year's total compensation package offered by Consultant to that Cotelligent employee, independent contractor or otherwise.

4. Term and Termination

4.1 Term. If not otherwise specified in Exhibit A, each Product license granted under this Agreement shall remain in effect perpetually, unless terminated as provided in Section 4.2 or 4.3, or otherwise as provided herein.

4.2 Termination by Consultant. Consultant may terminate any Product license at any time upon written notice to Cotelligent; however, termination shall not relieve Consultant's obligations specified in Section 4.4.

4.3 Termination by Cotelligent. Cotelligent may terminate this Agreement or any Product license at any time upon written notice for any reason or if Consultant breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach.

4.4 Effect of Termination. Termination of this Agreement or any license shall not limit either party from pursuing any other remedies available to it, including injunctive relief. The parties' rights and obligations under Sections 2.1.2, 2.1.3, and 3 through 7 shall survive termination of this Agreement.

4.5 Handling of Products Upon Termination. If a license granted under this Agreement expires or otherwise terminates, Consultant shall (i) cease using the applicable Products, and (ii) certify to Cotelligent within one (1) month after expiration or termination that Consultant has destroyed or has returned to Cotelligent any and all copies of the Products that Consultant may have. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

5. Indemnity; Warranties; Remedies

5.1 Infringement Indemnity

5.1.1 Cotelligent hereby represents and warrants to Consultant that it owns or has a license to use the Products, and has full authority to license the Products to Consultant to the extent provided in this Agreement. To Cotelligent's knowledge, the Products do not infringe a United States copyright or patent of any third parties.

5.1.2 Cotelligent will (i) DEFEND, or at its option settle, any claim asserted or brought by a third party against Consultant alleging infringement of any United States copyright or patent right by the Product as delivered by Cotelligent and used within the scope of this Agreement, (ii) INDEMNIFY, PROTECT AND HOLD HARMLESS Consultant against all damages and costs (including attorneys' fees, court costs and costs of investigation) assessed against Consultant under any such claim to the extent based upon such alleged infringement, and (iii) PAY any final judgment or other award, including all costs of suit, resulting from such claim to the extent based upon such alleged infringement, provided that (a) Consultant notifies Cotelligent in writing within thirty (30) days of the claim; (b) Cotelligent has sole control of the defense and all related settlement negotiations; and (c) Consultant provides Cotelligent with the assistance, information and authority necessary to perform Cotelligent's obligations under this Section 5.1.2. Reasonable out-of-pocket expenses incurred by Consultant in providing such assistance will be reimbursed by Cotelligent.

5.1.3 Cotelligent shall have no liability for any claim of infringement based on (i) use of a superseded or altered release of Products if the infringement would have been avoided by the use of a current unaltered release of the Products that Cotelligent provides to Consultant; or (ii) the combination, operation or use of any Products furnished under this Agreement with software, hardware or other materials not furnished by Cotelligent if such infringement would have been avoided by the use of the Products without such software, hardware or other materials.

5.1.4 In the event the Products are held or are believed by Cotelligent to infringe, Cotelligent shall have the option, at its expense, to (i) modify the Products to be non-infringing, (ii) obtain for Consultant a license to continue using the Products; or (iii) terminate the license for the infringing Products. This Section 5.1 states Cotelligent's and Cotelligent's licensors' entire liability and Consultant's exclusive remedy for infringement of any intellectual property warranty.

5.2 General Indemnity. Consultant agrees to indemnify, hold harmless and defend Cotelligent and its affiliates, directors, officers, employees, agents and representatives from and against all liens, claims, demands, charges, suits, proceedings, causes of action of any type, in law or equity, liabilities, damages, penalties, fines, assessments, losses and expenses, including but not limited to interest, reasonable attorneys' fees and costs of suit, and shall include, but not be limited to those caused by or arising out of or in connection with, or contributed to, in whole and in part, directly or indirectly by (i) Consultant's failure to comply with the terms of this Agreement; (ii) any illegal, improper, wrongful activity committed by or involving Consultant's agents, employees or contractors; (iii) any act or omission on the part of Consultant, its agents, employees or contractors resulting in bodily injury, death or property damage; (iv) any bodily injury to or death of a Consultant agent, employee or contractor occurring during or as a result of or related to or connected with any services that Consultant may provide as a result of this Agreement; (v) any payments or withholding of taxes, social security taxes, benefits (if applicable), unemployment and any and all other payroll deductions as may be required by law; and/or (vi) Consultant's failure to comply with any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes, orders and/or

programs including, but not limited to, identification and procurement of required permits, certificates, approvals and inspections, labor and employment obligations, affirmative action, wage and hour laws, prevailing wage and any other laws which are or subsequently become applicable to Consultant or Consultant's employees.

5.3 Warranty Disclaimer

The warranties above are exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

Cotelligent does not warrant that the Products will meet Consultant's requirements, that the Products will operate in the combinations which Consultant may select for use, that the operation of the Products will be uninterrupted or error-free, or that all Product errors will be corrected. Cotelligent does not warrant Limited Production Products. Limited Production Products and pre-production releases of Products are distributed "as is."

5.4 Exclusive Remedies

For any breach of the warranties contained in this Section 5, Consultant's exclusive remedy, and Cotelligent's entire liability, shall be the correction of Product errors that cause breach of the warranty, or if Cotelligent is unable to make the Products operate as warranted, Consultant shall cease using the applicable Product.

6. Liability

6.1 Consultant is solely and completely responsible for the services it provides as a result of the licenses granted to Consultant under this Agreement, and Cotelligent shall have no liability whatsoever to any party for such services provided by Consultant or its agents, employees or contractors.

6.2 Except as provided at the end of this paragraph, in no event shall either party be liable to the other for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, incidental, special, punitive or consequential damages of any kind in connection with or arising out of this Agreement, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. Consultant's liability

for breach of its nondisclosure obligations under Section 7.1 or for breach of the scope of its license rights under Section 2.1 shall not be subject to the foregoing limitation of damages or liability.

The provisions of this Agreement allocate the risks between Cotelligent and Consultant.

7. General Terms

7.1 Nondisclosure

7.1.1 By virtue of this Agreement, Consultant may have access to information that is confidential to Cotelligent ("Confidential Information"). Confidential Information shall be limited to the Products and the terms under this Agreement, and all information clearly identified as confidential.

7.1.2 Cotelligent's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Consultant; (ii) is lawfully disclosed to Consultant by a third party without restriction on disclosure; or (iii) is independently developed by Consultant. Consultant shall not disclose the results of any benchmark tests of the Products to any third party without Cotelligent's prior written approval.

7.1.3 Consultant agrees to hold Cotelligent's Confidential Information in confidence during the term of this Agreement and for a period of two (2) years after termination of this Agreement. Consultant agrees, unless required by law, not to make Cotelligent's Confidential Information available in any form to any third party or to use Cotelligent's Confidential Information for any purpose other than the implementation of this Agreement. Consultant agrees to take all reasonable steps to ensure that Cotelligent's Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

7.1.4 The terms and conditions of this Section 7.1 are in addition to, and do not supercede, the terms and conditions of any other Confidentiality Agreement between Cotelligent and Consultant.

7.2 Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, without regard to the conflict of law principles or regard to the United Nations Convention on Contracts for the International Sale of Goods and

shall be deemed to be executed in Orange County, California.

7.3 Jurisdiction. Any legal action or proceeding relating to this Agreement shall be instituted exclusively in any state or federal court in Orange County, California. Cotelligent and Consultant agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.

7.4 Arbitration

7.4.1 In the event there is any dispute, claim or controversy arising by and/or between the parties in any way arising out of, referring, relating or pertaining to and/or in connection with this Agreement or the subject matter of this Agreement and any other document executed herewith, as well as any transaction in any way connected with, arising out of and/or related to any of the foregoing, then Cotelligent and Consultant agree that any such dispute, claim or controversy shall be submitted to binding arbitration according to the rules of the International Arbitration Rules of the American Arbitration Association then in effect.

7.4.2 All disputes referred to arbitration, the statute of limitations, and the remedies for any wrongs that may be found, shall be governed by the law specified in Section 7.2 of this Agreement. The arbitration shall be conducted in Orange County, California by one neutral arbitrator who has been licensed to practice law in California for at least ten years, who is knowledgeable in the computer software services industry, and who agrees in writing to provide a written decision within one hundred twenty (120) days of being appointed arbitrator. Any award will be payable in the currency of the United States of America. Discovery will be allowed in connection with arbitration to the extent consistent with the purpose of arbitration and as allowed by the arbitrator. The fact that arbitration is or may be allowed will not impair the exercise of any termination rights under this Agreement or rights to seek injunctive or other equitable relief. The arbitrator shall not grant or award any damages or compensation for loss of prospective profits or special, indirect, consequential, punitive, or exemplary damages in connection with disputes under this Agreement. The arbitrator shall not award any attorneys' fees to any party to an arbitration under this Agreement. The arbitration award to the prevailing party shall include the cost of the American Arbitration Association for administering the

arbitration and the cost of the arbitrator. Confidential information disclosed during the proceedings by the parties or by witnesses shall not be divulged by the arbitrator, the administrator, or the parties. Unless otherwise agreed by the parties or required by applicable law, the arbitrator, the administrator, and the parties shall keep confidential all matters relating to the arbitration or the award. The parties and arbitrator shall proceed diligently and in good faith in order that the arbitration award shall be made as promptly as possible, but in any event, within one hundred twenty (120) days following the selection of the arbitrator. The arbitrator shall set forth the award and the reasons for the award in writing. The absence or default of a party to the arbitration shall not prevent or hinder the arbitration procedure in any or all of its stages.

7.5 Notices. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail or personal delivery (including overnight mail by private carrier) to the notice addresses listed in Exhibit A. To expedite order processing, Consultant agrees that Cotelligent may treat documents faxed by Consultant to Cotelligent as original documents; nevertheless, either party may require the other to exchange original signed documents.

7.6 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

7.7 Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for breach of Cotelligent's proprietary rights in the Products, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued.

7.8 Export Administration. Consultant agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Products nor any direct product thereof are (i) exported, directly or indirectly, in violation of Export Laws; or (ii) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

7.9 Relationship Between the Parties. Cotelligent is an independent contractor; nothing in the Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

7.10 Entire Agreement

7.10.1 This Agreement with its Exhibits constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement, with the exception of any preexisting or contemporaneous Confidentiality Agreement between the parties. This Agreement may not be modified or amended except in

a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

7.10.2 It is expressly agreed that the terms of this Agreement and any Exhibits shall supersede and nullify the terms in any Consultant purchase order or other ordering document. This Agreement shall also supersede the terms of any Cotelligent unsigned or shrink-wrap license included in any Cotelligent package, media, or electronic version of Cotelligent software, provided the use limitations contained in such license agreement shall be effective for the specified license.

AGREED TO BY BOTH PARTIES AS OF THE EFFECTIVE DATE:

COTELLIGENT USA, INC.

CONSULTANT

By: Curtis Parker
Name: CURTIS PARKER
Title: EVP
Date: 2.18.04

By: Mike Kabat
Name: Mike Kabat
Title:
Date: 2/12/2004

EXHIBIT A

- 1. Licensed Software:** JASware
- 2. Version:** 4.x
- 3. Authorized Users:**
- a. The Atlanta Journal-Constitution
 - b. The Chas. Levy Circulating Consultant LLC
 - c. Chicago Department of Transportation
 - d. Gund
 - e. Suntory Water Group, Inc.

4. Notices:

If to Cotelligent:

(Name) Cotelligent, Inc.

(Address) 100 Theory, Suite 200
Irvine, CA 92612

(Attention) Legal Services

If to Consultant:

(Name) Mike Kabat

(Address) 103 Holly Drive
Swedesboro, NJ 08085

**AGREEMENT BETWEEN COTELLIGENT
AND MIKE KABAT (MOBILE PARTNERS,
LLC) GIVING HIM RIGHTS TO MAINTAIN
THE JASWARE COMMUNICATION
SOFTWARE**



City of Chicago
Richard M. Daley, Mayor

Department of Transportation

30 North LaSalle Street
Suite 1100

Chicago, Illinois 60602-2570
(312) 744-3600

(312) 744-7215 (TTY)

www.cityofchicago.org/transportation

To: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement

From: Thomas H. Powers, PE
Acting Commissioner
Department of Transportation

Date: March 03, 2010

RE: Non-Competitive Procurement Request

The Department of Transportation (CDOT) would like to request your assistance in securing a three (3) year with two (2) one year extension purchase order that will allow us to purchase maintenance for the JASware communications software which is utilized by the City's One-Call Center, Digger, to notify member agencies of digs occurring both in the public right-of-way and on private property from Mobile Partners LLC.

The JASware software is proprietary and maintenance can only be performed by Mobile Partners. The cost of the maintenance is charged back to the Digger membership. Consequently, the actual expense to the city is minimal (their share of the Digger operation cost)

The JASware Communications Software is utilized by the Department for its Digger, Inspections and Permitting operations.

1. Digger is the primary user. The software is utilized to transmit dig tickets to its membership (notification that someone will be digging on either public or private property) so that facilities can be properly marked protecting them from damage and the excavator from harm. Digger will also receive back from their membership positive responses or all clears which indicate that they have no facilities within the excavation area (the contractors can check for positive responses through the use of an IVR telephone system)
2. Public ROW inspectional staff uses the communication software to receive information about where work is permitted and to transmit back to the main databases any inspections that have taken place
3. Three utilities who help pay for the system can utilize remote permitting – Ameritech, ComEd and Peoples Gas use this

capability to request work permits and received copies of the approved permits via the XchangeLynx software.

Failure to pay the software maintenance would result in significant liability to the City and put public safety in danger if the software fails:

Digger Operation – City would be liable for the damage of any underground facility if notification of the excavation was made to Digger and not transmitted to the Digger membership in a timely fashion. Further, the City would be liable for any injuries or fatalities related to the excavation.

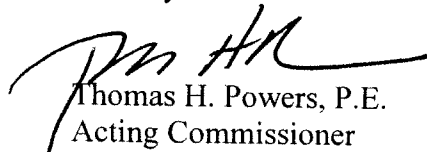
Inspections – The department's inspectional force utilizes the software to obtain information about what is going on within the city and to conduct the inspections. Without the communications software the inspectors would have to rely on either paper reports (which takes time to produce) or office staff updating the main databases with the result of the inspection or logging into the City network remotely and accessing the main databases. Permits would have to be queried either by permit number or by address. Other screens would be used to record updates.

Remote Permitting – Using October numbers on average 92 permits are requested daily through the remote permit system. On average it would take a permit office clerk between 2 and 3 minutes a permit to enter or about 4 – 4 ½ hours daily to handle this load. With the remote permitting process the permits are automatically issued unless some sort of conflict is identified. Clerks take about 30 seconds to process permits that have been put into a pending because of these conflicts.

The time period requesting on this Non-Competitive Procurement Request is for a three (3) years period and runs to 12/31/2012 with two (2) one year extensions runs to 12/31/2014. The cost of the Maintenance is \$12,000 per year. Total cost for Five year is \$60,000.00, paid annually.

Your assistance in processing this Non-Competitive Procurement Request is greatly appreciated.

Thank you


Thomas H. Powers, P.E.
Acting Commissioner
Department of Transportation

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with Mobile Partners for the product and/or services described herein.
(Name of Person or Firm)

This is a request for _____ (One-Time Contractor Requisition # _____, copy attached) or Term Agreement or _____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the _____ (Attach List) Pre-Assigned Specification No. _____
(Program Name) Pre-Assigned Contract No. _____


COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____	Company or Agency Name: _____
Specification # _____	Contract or Program Description: _____
Modification #: _____	(Attach List, if multiple)
Jai Kalayil Originator Name	744-4828 Telephone
_____	Signature Department Date

Indicate **SEE ATTACHED** in each box below if additional space needed:

<input checked="" type="checkbox"/> PROCUREMENT HISTORY Annual maintenance agreement for for the JASWare Communication Software utilized by the Department of Transportation by the City's One Call Center (Digger), Public ROW Inspectors and to process permitting requests from a number of the Utilities.
<input checked="" type="checkbox"/> ESTIMATED COST \$12,000 annually.
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS Yearly maintenance and support contract for the JASware Communications Software which is utilized by the City's One Call Center (Digger) to notify member agencies of digs occurring both in the public right-of-way and private property. The software is also used to notify CDOT Inspectors of permitted work and by a number of utilities to request and receive permit remotely.
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY Cotelligent and its successor company is the developer and owner of this software. In 2004 they granted Mobile Partners, LLC the sole and exclusive rights to maintain this software. Because of its use by the Digger operation, the software is needed for a mission critical operation which has public safety implications.
<input checked="" type="checkbox"/> OTHER The entire cost of maintenance is charged back to the One Call Centers' membership.

APPROVED BY: 
DEPARTMENT HEAD OR DESIGNEE

CHIEF PROCUREMENT OFFICER

3/3/2010
DATE

BOARD CHAIRPERSON

DATE OF APPROVAL

DPS PROJECT CHECKLIST

For DPS Use Only

Date Received

Date Returned

Date Accepted

CA/CN's Name

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: 12/09/2009	Need by (estimated date): 01/01/2010	
Requisition No.:	Contact Person:	Project Manager:
Specification No.: (if known)	Jai Kalayil	Jai Kalayil
PO No.: (if known)	Telephone: 3127444828	Telephone: 3127444828
Modification No.: (if known)	Fax: 3127423138	Fax: 3127423138
Previous PO No.: (if known)	Email: jkalayil@cityofchicago.org	Email: jkalayil@cityofchicago.org

Project Description: Annual maintenance agreement for for the JASWare Communication Software utilized by the Department of Transportation by the City's One Call Center (Digger), Public ROW Inspectors and to process permitting requests from a number of the Utilities.

Funding:

City:	<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
State:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway		<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
Federal:	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
1	10	300	84	2135	0149	0149			\$ 12,000 ⁰⁰ / ₁₀₀

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE ___ COMMITTED OR ___ SPENT BY DEADLINE: _____ (DATE)

Term Estimated Value \$12000

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request	Modification/Amendment
<input checked="" type="checkbox"/> Blanket/Term/DUR/Agreement	<input type="checkbox"/> Time Extension**
<input type="checkbox"/> Master Agreement (Task Order)	<input type="checkbox"/> Vendor Limit Increase
<input type="checkbox"/> Standard/One-Time Purchase	<input type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s)
Forms	<input type="checkbox"/> Other (specify):
<input type="checkbox"/> Requisition	
<input type="checkbox"/> Special Approvals	
<input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB)	

Contract Term: 3 Years with two one year extensions

** Requested Term (Number of Months): 36 months with 2 months extensions

Pre-Bid/Submittal Requirements:

Mandatory Pre Bid/Submittal Conference? Yes* No

Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

DPS PROJECT CHECKLIST

The following is a general description of what should be included in a Scope of Services or Specification:

A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will services be performed within 50 feet of CTA train or other railroad property?

Yes No

Will services be performed on or near a waterway?

Yes No

If applicable, Pre-Qualification Category No.

Category Description:

For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other _____

If Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents:

Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will work be performed within 50 feet of CTA or ATS structure or property?

Yes No

Will work be performed airside?

Yes No

*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)?

Yes* No Redacted

*If yes, attach Confidentiality Statement

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

If Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

DPS PROJECT CHECKLIST

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of **MBE/WBE/DBE Analysis Form**
Is this a **Revenue Producing contract**?

- Yes No
 Yes No

If **Modification request**, please verify and provide the following:

Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Will services be performed within 50 feet of CTA train or other railroad property?

Will services be performed on or near a waterway?

- Yes No
 Yes No
 Yes No

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

- Yes No

If **Modification request**, please verify and provide the following:

Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

Is this a **Request for Information (RFI)**?

Is this a **Request for Qualifications (RFQ)**?

Is this a **Request for Proposal (RFP)**?

If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

*If yes, Company Name: **PO#**

- Yes No
 Yes No
 Yes No
 Yes* No

Attach a narrative explaining the consulting services and deliverables provided.

Is this a **Non-Competitive Procurement**?

- Yes* No

*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board.

Is this a request for **Individual Contract Services**?

- Yes* No

*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

Is this a **Revenue Producing contract**?

- Yes No

Does this request involve the **purchase of Software**?

- Yes* No

*If yes, is City required to sign a software license?

- Yes* No

*If yes, attach descriptions of software and software license agreement.

DPS PROJECT CHECKLIST

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

Required Attachments (IF RFP/RFQ OR SOLE SOURCE):

- Statement of Work (SOW), Deliverables or Scope of Services defined
- Does SOW involve any work in the public way? Yes* No
*If yes, attach list of locations.
- Does SOW involve any public improvement to property that requires performance bond or prevailing wage? Yes* No
*If yes, attach list of locations.
- Is City Council approval required? Yes No
- Project or Program Background Information
- Project Goals and Objectives
- Qualifications or Licenses/Certifications required for any disciplines
- Evaluation Criterion desired in RFP or RFQ
- Evaluation Committee (EC) members recommended. Attach list of names, titles and departments
- Technical and/or Functional Requirements, if applicable
- Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Deliverables)
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

If Amendment request, please verify and provide the following:

Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories
- Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)
- Delivery Location(s)
- Technical Literature
- Drawings, if any
- Part Number List (Manufacturer, or Dealer, or Other Source)
- Current Price List(s)/Catalog(s)
- Special Approval Form
- Exhibits and Attachments

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No
Is this a **Revenue Producing Contract**? Yes No

If Modification request, please verify and provide the following:

Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:

- Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/bio-waste material? Yes No
- Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

- Attach Recommendation of MBE/WBE/DBE Analysis Form Yes No
- Is this a Revenue Producing contract? Yes No

If Modification or Amendment request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:



Mobile Partners Proposal

Chicago Department of Transportation Maintenance and Support Cost Proposal

Mobile Partners, LLC.
103 Holly Drive
Woolwich Township , NJ 08085

Mike Kabat
Managing Partner
856-264-1145
mkabat@themobilepartners.com

Table of Contents

1	Executive Summary	3
2	Pricing.....	4
2.1	Maintenance and Support	4

1 Executive Summary

Mike Kabat, DBA Mobile Partners, LLC is pleased to present our cost proposal to provide Maintenance and Support for the City of Chicago, Department of Transportation's (CDOT) JASWare middleware software. The terms of the Maintenance and Support are detailed in the document *Software Maintenance and Support*. This proposal is for the cost to execute three years of this agreement. After these three years, CDOT will have the option to extend the *Software Maintenance and Support* contract for an additional two years, one year at a time. The cost of support for those two years will be \$ 12,000 per year.

2 Pricing

2.1 Maintenance and Support

Mike Kabat, DBA Mobile Partners, LLC will provide Maintenance and Support for the JASWare software as detailed in the document titled *Software Maintenance and Support*.

Maintenance and Support Fees

	Years	Cost Per Year	Total
One Year Maintenance and Support (First three years)	3	\$12,000	\$ 36,000
Optional 4 th and 5 th years	2	\$ 12,000	\$ 24,000
Total Fees			\$ 60,000