

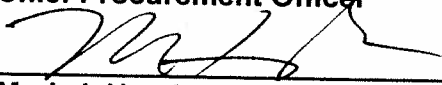


City of Chicago
Richard M. Daley, Mayor

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: April 14, 2010
To: Jamie L. Rhee
Chief Procurement Officer
From: 
Mark J. Hands
Managing Deputy Procurement Officer

Re: Non-Competitive Procurement Review Board
April 8th, 2010 Special Meeting

Description: Extension of Webtech Contract and add Equipment

Requisition No.: 15230
Specification No.: 42819
Requesting Department: DoIT

The Non-Competitive Procurement Review Board has reviewed the submittal from the Department of Information Technology (DoIT) dated March 30th, 2010. After reviewing the attached documentation, this request has been approved to extend the Webtech Wireless contract for two additional periods and increase the vendor limit by \$499,000.00 to purchase additional equipment.

This Non-Competitive Procurement request is to use Webtech Wireless to purchase additional GPS device products. This contract is needed by DoIT at this to allow the timely purchase of a renegotiated license arrangement and support structure to save the City considerable annual costs.

The Non-Competitive Procurement Review Board conditionally approved this request 4-0. The Board asked that DoIT: 1) submit a new funding strip, 2) a memo signed by Department Head to CPO with ITGB signature, 3) Amendment to by equipment, and 4) statement about why M/WBE compliance is impractical. To date, these conditions have not been met.

Cc: Rich Butler



CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET

S. S. R. B.

DATE P. Form Rev 4/6/10

APPROVED _____

CONDITIONALLY APPROVED _____ *MJB*

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

RETURN TO DEPT. _____

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 _____ 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) _____
(Program Name) 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 #: 15230

Company of Agency Name: WebTech Wireless

Specification #: 42819

Contract or Program Description: GPS Vehicles Tracking

Modification #: _____

Larry Hanson
Originator Name

(312) 744-4393
Telephone

L. Hanson
Signature

Innovation Technology
Department

4/8/10
Date

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

PROCUREMENT HISTORY:

SDI and PRI were engaged by Fleet Management in 2001 to implement a Vehicle Tracking system called "MAGIC".¹ Through various phases and snow seasons, it became clear that the PRI system could not scale to meet the city's volume and was poorly developed. PRI's customer support and pricing were unacceptable.

In early 2003, SDI and the City of Chicago began researching replacement systems. Twelve vendors were evaluated initially. Four finalist vendors were selected that participated in a 2 month pilot with city vehicles and drafting and processing of an RFP commenced. Continued problems with the "MAGIC" system forced a decision to replace the non-performing system 8 weeks prior to the start of the 2003 snow season.

Vendors were asked to respond to a structured proposal format that would be reviewed by a steering committee. The winner would replace PRI as SDI's subcontractor. The cross-departmental team was comprised of Streets & Sanitation, Fleet, BIS, Aviation, and Water Management, along with George Alexander from SDI. A detailed review of vendor proposals resulted in the selection of WebTech Wireless.

The City of Chicago Global Positioning Systems (GPS) program soon standardized on WebTech

¹ BIS became involved in late 2001 to develop a web-based mapping system for the PRI Data. BIS selected GeoAnalytics for this work through an RFS process.

equipment. For over a year, WebTech was a subcontractor to SDI. SDI decided that it would not continue its role as the prime contractor for GPS, therefore the Department of Business Information Systems submitted Sole Source request for WebTech Wireless.

WebTech Wireless and the City of Chicago finalized a sole source contract to provide GPS equipment and services on September 6, 2007. Since then, WebTech Wireless devices have been installed in approximately 2,700 vehicles for 6 different departments. WebTech Wireless also sells Quadrant Enterprise, which is a software product that provides administration and management of GPS equipment and data. GPS services for the City are supported and funded by the Department of Innovation and Technology (DoIT).

Recently, WebTech and DoIT re-negotiated the licensing arrangement and support structure to save the City considerable annual costs. In order to implement the infrastructure, licensing, and support changes required to realize these cost savings, DoIT is requesting an extension to their contract with WebTech Wireless.

The initial contract did not specify the Quadrant Licensed ASP or the new WT7000 GPS Receiver or Grey Island GPS devices. DoIT is requesting the addition of the Quadrant Enterprise Software and license agreement and the WT7000 GPS Receiver and Grey Island GPS devices listed in attachment price list to the existing WebTech contract.

Quadrant Licensed ASP:

Quadrant is the proprietary software by WebTech that translates the GPS data into coordinates that can be used by other City systems such as CMAT. Purchase of Quadrant will reduce hosting fees currently being paid to WebTech to house and support the software. By providing 1st and 2nd level support of the software, the City will save approximately \$60,500 per month, including additional WebTech discounts.

WT7000 GPS Receiver:

The WT7000 unit is the newest GPS device offered by WebTech. It has a number a technical improvements including new stronger GPS chip for better tracking and is a more compact device.

ESTIMATED COST:

Capital Costs (one time purchase costs): \$490,000

Quadrant Software:

The cost of Quadrant Software is \$380,000 for up to 3000 vehicles. Funding for the Quadrant Software has been approved in 2009 Enote.

See Attached: WebTech proposal and equipment letter.

Hardware and Services Costs:

The estimated cost for the necessary hardware to host Quadrant within WebTech's environment is \$50,000. The estimated cost for training City resources to be able to provide level 1 and 2 support on the hardware and software is \$60,000.

Operational Costs (recurring annual costs): \$311,433

Annual recurring maintenance for the Quadrant software is 22% of total cost, which calculates to \$83,600 annually. WebTech charges \$10,000 monthly to host the application and hardware. WebTech also charges \$39 per vehicle to cover repairs and maintenance for the GPS unit devices. This calculates to \$94,500 annually. Lastly, WebTech passes on a \$13,333 annual cost for the Decarta mobile-based location services license.

SCEHDULE REQUIREMENTS:

The WebTech Wireless contract expires 9/5/2010. The City is exercising its option for a two year extension of the WebTech Wireless contract as stated in Sec.3.3 in PO 15230. This will insure growth and stability of the system for that period.

DoIT is requesting the following extensions to the original agreement:

1. DoIT would like to execute the option to extend the contract agreement by an additional two years, and thus, revising the contract end date from September 6, 2010 to September 6, 2012. This would extend the same terms and conditions as the original Agreement, in accordance with the provisions of section 9.3 of the Agreement.
2. In order to accommodate the time extension, DoIT requests adding two additional years of funding to the not to exceed amount. The contract has a maximum annual compensation amount of \$967,286. Thus, DoIT is requesting an amendment to the contract, in accordance with Section 9.3 of the contract, increasing the contract maximum value from \$2,901,858 to \$4,836,430.

In addition, DoIT is requesting a contract amendment to include the following:

1. DoIT is requesting an amendment in order to add the items listed in the "Quadrant Enterprise Systems Summary" (attached) to Exhibit 2 "Schedule of Compensation."
2. DoIT is requesting an amendment in order to add the items listed in the revised "WebTech Wireless MSR Price List" (attached) to Exhibit 2 "Schedule of Compensation."

The City of Chicago requires an amendment to the WebTech Wireless contract executed as soon as possible so that procurement and implementation of the Quadrant Software can begin as soon as possible in order to meet a June, 2010 goal. The project is estimated to take about 5-6 months.

The City pays \$907,200 annually to WebTech for hosting fees, support, and monthly license fees for Quadrant software.. This will be reduced to \$120,000 annually as soon as the City is able to purchase the Quadrant license and implement the new support model. Thus, the City can save approximately \$393,600 if the Enterprise software is purchased and implemented by June 2010.

The project did not begin sooner because Quadrant is integral to Chicago Mobile Asset Tracker (CMAT) which has become a vital monitoring and reporting tool for Streets and Sanitation during snow season. The City did not want to introduce an unnecessary risk during snow season.

EXCLUSIVE OR UNIQUE CAPABILITY:

The City of Chicago has made a substantial investment in WebTech's proprietary unit devices, investing an estimated \$3,000,000 over the last several years purchasing, installing, and integrating approximately 2,700 GPS units within its vehicle fleet inventory spread across several departments. The GPS industry currently does not have an industry-wide standard for unit interfaces. Therefore manufacturers have proprietary software that is used to communicate with their proprietary GPS units.


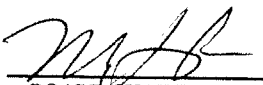
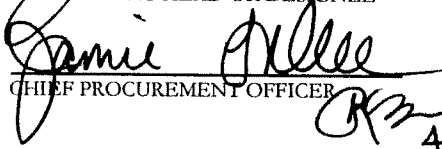
Replacing the City's current investment using another vendor's proprietary hardware and software would cost an estimated \$3,500,000, based on estimates from a recent purchase of GPS equipment and software by the Chicago Police department this year.

OTHER:

WebTech has worked with the City to develop an affordable GPS program that reduces current high hosting and device maintenance costs. Previously, WebTech provided the only support and training available for Quadrant. WebTech has recently agreed to sell an Enterprise Version of their software for the City to support. Under this agreement, WebTech continues to host the software for a dramatically-reduced monthly fee as the City assumes Level 1 and Level 2 support of the hosted software.

Within this arrangement, based on the costs detailed above in ESTIMATED COSTS, the City would pay a net cost of \$96,400 in 2010 and incur savings of \$1,355,734 during the period of this contract extension. In the previous year, under the ASP hosting arrangement, the City paid WebTech approximately \$1,037,500 in hosting, maintenance and repair fees.

\$490,000 in Capital expenses to purchase the hardware and software, deploy the solution, and provide knowledge transfer to City support staff. The annual operational costs to maintain the hardware, software, and hosting will be \$311,433. Thus, the City will save \$726,067 during the first full year (2011) of operations in the new model and \$726,067 during the 2nd year (2012). In addition, the City will save approximately \$393,600 if the Enterprise software is purchased and implemented by June 2010. This equates to an overall savings of \$1,355,734 during the period of this contract extension.

APPROVED BY:  4/8/10
DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRPERSON  4/16/10
DATE

CHIEF PROCUREMENT OFFICER
4/21/10
DATE OF APPROVAL
OK 419



WebTech Wireless Inc.
215-4299 Canada Way
Burnaby, BC
Canada V5G 1H3
Telephone: 604 434 7337
Facsimile: 604 434 5270
www.webtechwireless.com

April 13, 2010

City of Chicago
Department of Procurement Services
City Hall, Room 403
121 North LaSalle Street
Chicago IL, 60602-1284

**City of Chicago – Department of Innovation & Technology
50 West Washington Street
Chicago, IL, 60602**

Attention: Larry Hanson, Deputy Chief Information Officer

Reference: Professional Services Agreement (Contract #15230, dated September 2007)

Subject: Minority Business Enterprises & Women-owned Business Enterprises – No Stated Goal

Dear Sir;

This letter is in response to the request from the City of Chicago for WebTech Wireless Inc. (WebTech) at Suite 215, 4299 Canada Way, Burnaby, BC, to utilize a minimum of 25% minority and 5% women-owned business (MBE/WBE) under the referenced contract which spans a 3 year period and covers WebTech Wireless' proprietary Commercial Off the Shelf (COTS) software products. WebTech proposes the following MBE/WBE utilization plan:

As it relates to WebTech Wireless' proprietary COTS software, the WebTech software the City acquires and is licensed for their use under this contract is pre-developed by WebTech Wireless at WebTech's expense to WebTech's internal specifications. It is also licensed general public and private firms as a COTS software product. The software development is performed in house and consequently there are no direct opportunities for subcontracting work as the COTS items have already been developed and released. Being based out of state, WebTech does not have opportunities to utilize City of Chicago's certified MBE/WBE's. Therefore, we are unable to state or agree to a goal under the referenced contract.

By way of information, WebTech Wireless encourages the participation of small businesses, small disadvantaged business, women-owned business and HUBZone small business concerns in our corporate purchasing activities. As a means of strengthening and developing our supplier community, we support federal policies that promote small business concerns having the maximum practicable opportunity to participate in purchase orders and subcontractors for materials, supplies and services consistent with effective and economic purchasing practices.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Juba", is written over a faint, larger signature.

Larry Juba
VP of Operations
WebTech Wireless Inc.

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: 3/30/10	Need by (estimated date): 4/10	
Requisition No.: 49465	Contact Person:	Project Manager:
Specification No.: (if known) 42819	j. Mims	L. Hanson/E. Tenfeld
PO No.: (if known) 15230	Telephone: -21817	Telephone: 44393
Modification No.: (if known) 1	Fax: -21497	Fax:
Previous PO No.: (if known)	Email: jmims@cityofchicago.org	Email: lhanson@cityofchicago.org

Project Description: vendor limit increase and extension to MOBILE GPS WIRELESS SERVICES, EQUIPMENT AND DATABASE HOSTING

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
	10	0022	006	2005	2340	0000	22124031		\$ 650,000
	10	0022	006	2005	2341	0000	22125401		\$ 70,000

Term Estimated Value \$2000000

*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)

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 checked="" type="checkbox"/> Time Extension**
<input type="checkbox"/> Master Agreement (Task Order)	<input checked="" 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: 05-SEP-2011

** Requested Term (Number of Months):

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** 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:

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: 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

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)**? Yes No
- Is this a **Request for Qualifications (RFQ)**? Yes No
- Is this a **Request for Proposal (RFP)**? Yes No
- If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP? Yes* No

*If yes, Company Name: PO#

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:

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** 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:

Contract No. _____

MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT ("Agreement") is entered into effective as of _____, 2009 (the "Effective Date"), by and between CLIENT, a xxxx corporation having its office for purposes of this Agreement at xxxx ("CLIENT"), and **WEBTECH WIRELESS, INC.** having its office for purposes of this Agreement at Suite 215, 4299 Canada Way, Burnaby, BC V5G 1H3, Canada, ("WebTech").

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties mutually agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement not otherwise defined shall have the meanings defined in Exhibit A.

2. **Purchases of Licenses and Services**

2.1 **Supplements, Purchase Orders and Statements of Work**

(a) CLIENT shall have the right to purchase from time to time Software licenses, Hardware, and Maintenance and Support, pursuant to purchase order(s) issued by CLIENT or pursuant to Supplements. Purchase orders shall be binding on WebTech, without the need for countersignature by WebTech, if in accordance with a product and price schedule set forth in a Supplement hereunder.

(b) CLIENT and WebTech may also agree for CLIENT to purchase and receive professional services hereunder, pursuant to a mutually executed Statement of Work.

(c) A Supplement or Statement of Work shall be considered mutually executed even if it lacks signatures if completed and attached to this Agreement as Exhibit C at the time this Agreement is executed by both parties.

(d) Each Order under this Agreement shall form an integral part of this Agreement and shall be subject to the terms of this Agreement.

(e) CLIENT is only obligated with respect to Orders as expressly set forth above.

(f) No terms contained in any purchase order (other than the Software products and/or Maintenance and Support and associated quantities or durations listed therein), or any acceptance or confirmation or similar document issued by WebTech, shall be binding on the parties unless specifically agreed to in writing by both parties.

(g) This Agreement will remain in effect for the duration of all licenses and services purchased hereunder. Expiration of any license or term of service hereunder shall not affect this Agreement as it applies to any other licenses or services hereunder.

2.2 **CLIENT Affiliates.** Any CLIENT Affiliate shall have the right to make purchases under this Agreement as provided above. Any such Order issued or executed by such a CLIENT Affiliate shall constitute a separate agreement between WebTech and such Affiliate, incorporating the terms of this Agreement. No CLIENT

Affiliate shall have any liability for Orders to which another CLIENT Affiliate is a party. For the purposes of any such separate agreement between WebTech and a CLIENT Affiliate, references herein to 'CLIENT' shall refer to such Affiliate.

2.3 Purchasing History. Upon written request by CLIENT from time to time, WebTech shall provide CLIENT a report showing all purchases hereunder by CLIENT and any of its Affiliates.

3. **Software License and Hardware Purchase**

3.1. Grant of License

(a) Subject to the terms and conditions of this Agreement, WebTech hereby grants to CLIENT a perpetual, non-exclusive, irrevocable, world-wide license and right to (i) install and use the Software on behalf of itself and its Affiliates; (ii) make copies of the Software in furtherance of CLIENT's rights under this license (subject to any express limitations on the number of production copies); (iii) copy and modify (including, create derivative works and compilations with other materials) the Documentation, in whole or in part; (iv) publish, display and distribute the Documentation, in whole or in part, in furtherance of CLIENT's rights under this license but solely to itself, Affiliates and/or subcontractors; (v) allow CLIENT Affiliates to exercise any of the rights granted herein, in whole or in part; (vi) transfer and/or assign the Software and this license, in whole or in part, to any CLIENT Affiliate by providing WebTech with written notice of such transfer and/or assignment; (vii) sublicense to its contractors, direct and indirect, the right to exercise any of the rights granted herein, in whole or in part, solely in connection with their performance of services for CLIENT or CLIENT Affiliates; provided, however that CLIENT will provide WebTech with written notice of such sublicense and further provided that CLIENT may not grant any rights to such subcontractors greater than those granted to CLIENT herein, and (viii) if a source code license is indicated in the applicable Order (or if the Software product is otherwise provided in source code form by WebTech) or in the event of release from escrow as provided in Section 4, modify the Source Materials for such Software product(s) as necessary for CLIENT's use, support and enhancement of the Software for CLIENT's own purposes in accordance with the terms of this Agreement.

(b) Except as otherwise provided herein, CLIENT shall not (i) copy, modify, create derivative works of, sublicense, sell, lease, loan, rent, distribute, convey, pledge as security or otherwise encumber, the Software; (ii) reverse engineer, decompile, translate, adapt or disassemble the Software in an attempt to reconstruct or discover the source code or algorithms of the Software, except as may be permitted by law; (iii) use the Software to provide service bureau, time-sharing or other computer software or database services to or for the benefit of third parties (except CLIENT Affiliates), provided that use of the Software in connection with transaction for, receipt of, or payment for, services offered in the ordinary course by CLIENT or its Affiliates to customers shall not violate the foregoing; (iv) remove proprietary notices or legends included by WebTech in or on the Software or Documentation; or, (v) cause or authorize any third party to do any of the foregoing.

(c) CLIENT is licensed under this Agreement to use the Software on any operating system WebTech is supporting as of the date of the Order for the applicable Software. Further, if the Software is then covered by Maintenance and Support, CLIENT shall have the right to use the Software on any other WebTech supported operating system added after the date of the applicable Order (subject to any express limitations on the number of production copies), without charge. If necessary, WebTech shall Deliver to CLIENT from time to time upon request such other copies of the Software as is necessary for CLIENT to use the Software on the covered operating systems (subject to any express limitations on the number of production copies).

(d) The foregoing represent the only rights granted to, and (together with the applicable license limit [such as number of users, etc.], if any, expressly stated in the applicable Order which shall apply only to production copies) restrictions placed on, CLIENT with respect to the Software and/or Documentation. Except for the license rights set forth herein, WebTech reserves all other rights in and to the Software and Documentation.

3.2 Evaluation License. From time to time, WebTech may promptly inform CLIENT of any Evaluation Product. If requested by CLIENT, WebTech may provide an evaluation copy of any Evaluation Product. Subject to the terms and conditions of this Agreement, including the restrictions of Section 3.1(b) above, for the Evaluation Period, WebTech may grant to CLIENT a license for such Evaluation Product consistent with the terms of Section 3.1(a) to use the Evaluation Product for the purposes of testing and evaluation only. An Order must be issued or executed, as applicable, hereunder, before the Evaluation Product can be licensed under this Agreement for purposes other than testing and evaluation and for a period beyond the Evaluation Period, unless the Evaluation Period is extended by mutual written agreement.

3.3 Export Compliance. CLIENT will comply with all applicable U.S. export administration regulations with respect to the Software and/or Documentation provided that WebTech has notified CLIENT of the applicable U.S. export regulations and restrictions and Software product(s) affected. WebTech will assist CLIENT, at no charge to CLIENT, in obtaining the necessary licenses, authorizations and/or approvals to export the Software and/or Documentation.

3.4 License Fees. In consideration of the rights granted herein with respect to any Software product ordered hereunder, CLIENT (or its applicable Affiliate which executes or issues the applicable Order hereunder) shall pay the License fee(s) set forth in the applicable Order, following Acceptance Testing and CLIENT's issuance of a Completion Certificate with respect to Software, all in accordance with the terms of this Agreement including such applicable Order. No other fees are due for such license rights.

3.5 Delivery. Promptly upon execution or receipt, as applicable, of the applicable Order, WebTech shall deliver the Software, Hardware and Documentation covered by such Order to CLIENT or the applicable Affiliate in a form mutually agreeable and suitable for the exercise of the rights granted hereunder and otherwise in accordance with the delivery specifications, if any, set out in this Agreement and the Order.

4. Professional Services

4.1. General.

(a) WebTech shall provide the Professional Services, subject to Section 2.1(b). Such Professional Services may consist of implementation, customization and/or training services. Subject to the performance of such Professional Services, CLIENT's acceptance of such Professional Services, and the terms of the applicable Statement of Work, CLIENT will pay the fees for such Professional Services as set forth in the applicable Statement of Work. Professional Services shall conform to the applicable specifications set forth in the applicable Statement of Work or otherwise provided, or approved in writing, by CLIENT.

(b) Each work product and/or milestone separately set forth as such in the applicable SOW shall be subject to acceptance testing by CLIENT to verify that the work product and/or milestone satisfies the acceptance criteria in each SOW. If no specific acceptance criteria are set forth in the applicable SOW, the acceptance criteria shall be CLIENT's commercially reasonable determination that the work products and/or milestones conform to and function in accordance with the proposals, descriptions and specifications set forth in the applicable SOW and are free from defects in materials, workmanship, performance and functionality. If there is no time frame specified in the applicable SOW, CLIENT shall have fifteen (15) business days after delivery of the relevant work product and/or milestone to notify WebTech of its acceptance or rejection of the work product in writing after which the affected work product and/or milestone will be deemed accepted. If CLIENT rejects the work product and/or milestone in writing during the initial testing period, WebTech shall attempt to remedy the specified defects and resubmit the affected work product and/or milestone to CLIENT within ten (10) business days of the date of initial rejection or such other time period as agreed in writing by the parties, at which time the acceptance testing procedure shall be repeated. If the work product fails acceptance testing this second time, CLIENT may provide WebTech with a subsequent opportunity to remedy the defects and resubmit the work product for acceptance testing or finally reject the work product and pursue any rights or remedies as set forth in the Agreement, at law or in equity. Acceptance of a work product and/or milestone triggers only CLIENT's payment obligations therefor and does not alter, impair, limit, nullify or affect in any way the warranties, indemnities and other performance obligations of WebTech under this Agreement and CLIENT's written acceptance of same shall not prohibit or impair CLIENT's right to assert claims and seek remedies hereunder, at law or in equity, for WebTech's failure to provide Services in accordance with the terms of this Agreement.

4.2. Expenses. To the extent provided in the applicable Statement of Work, CLIENT shall reimburse WebTech for Reimbursables, only in accordance with CLIENT's applicable policies, up to the maximum amount of Reimbursables stated in the applicable Statement of Work. No other expenses will be reimbursed.

4.3. Service Fees. No amounts other than those expressly set forth in the applicable Statement of Work are due for Professional Services. All Professional Services shall be completed within the respective fee amount set forth in the applicable Statement of Work.

4.4. Completion and Cancellation. Professional Services shall be completed by the respective completion date set forth in the applicable Statement of Work. CLIENT shall have the right to cancel any outstanding professional services obligation(s) and associated outstanding payment obligations(s) (calculated on a pro-rata basis for obligations WebTech has partially performed) hereunder at any time without cause effective upon 30 days written notice.

4.5. Work Product.
(A) Except as otherwise provided in the applicable SOW, CLIENT shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, *sui generis* database rights and all other rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), CLIENT Software, works of authorship, mask works, designations, designs, materials, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by WebTech in connection with Professional Services or any Confidential Information of CLIENT (as defined below) (collectively, "Inventions"). WebTech will promptly disclose and provide all Inventions to CLIENT. All Inventions are work made for hire to the extent allowed by law. In addition, if Inventions do not qualify as work made for hire, WebTech hereby assigns and makes all assignments necessary to accomplish the foregoing ownership. WebTech shall further assist CLIENT, at CLIENT's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. WebTech hereby irrevocably designates and appoints CLIENT as its agent and attorney-in-fact to act for and in WebTech's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by WebTech. WebTech agrees that all Inventions constitute Confidential Information of CLIENT. If any part of the materials and/or documents provided by WebTech to CLIENT, the Professional Services or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned or licensed by WebTech and not assigned hereunder, WebTech hereby grants CLIENT and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of CLIENT's exercise or exploitation of the Services, Inventions, other work performed hereunder, or any assigned or licensed rights (including any modifications, improvements and derivatives of any of them). Notwithstanding any other language in this Agreement, Work Product excludes the Intellectual Property owned by WebTech as provided in Section 12 herein. Work Product shall not be eligible for Maintenance and Support services provided under this Agreement.

(B) CLIENT Software. CLIENT reserves all proprietary and intellectual property rights, title and interest including copyright, patents and trade secrets in and to the originals and all copies of the CLIENT Software as defined herein. WebTech has no proprietary and intellectual property rights, title or interest in or to CLIENT Software except to a non-exclusive, personal, irrevocable, non-transferable licence to use the CLIENT Software unless such license or usage results in the disclosure of CLIENT's Confidential Information as defined in the MNDA executed by the parties. WebTech shall not at any time whether before or after the Term of this Agreement contest or aid others in contesting, or doing anything which otherwise impairs the validity of any proprietary and intellectual property rights, title or interest of CLIENT in the CLIENT Software. WebTech agrees that any CLIENT Software is part of CLIENT's Confidential Information and is subject to Section 9 herein and the MNDA executed by the parties.

(C) WebTech and CLIENT expressly acknowledge and agree that the CLIENT Software will have been created using the Software and/or Documentation of WebTech and shall contain as constituent elements Software, all elements of which are extremely valuable and confidential trade secrets and proprietary intellectual property of WebTech. CLIENT expressly agrees that it shall use

the CLIENT Software solely in support of the CLIENT's internal business activities and in accordance with this Agreement.

4.6 Change Order. In the event that CLIENT elects to modify a Statement of Work or otherwise change the Services being provided by WebTech, it shall notify WebTech in accordance with the following procedure: (a) CLIENT shall describe the additional or modified Statement of Work, Services, requirements and/or deliverables to WebTech (the "Change Notice"); and (b) WebTech shall promptly submit a change order proposal (the "Change Order"), which includes a statement of any additional charges (calculated in accordance with the applicable Agreement Supplement) and, if the Change Notice is provided prior to acceptance of the Service, any adjustments to the schedule (as defined in the applicable Statement of Work or Agreement Supplement) resulting from the proposed Change Notice. On CLIENT's written approval of the Change Order, WebTech will perform the tasks described in the Change Order in accordance with the requirements of this Agreement and such Change Order. CLIENT approved Change Orders will become part of this Agreement. WebTech shall not unreasonably refuse, delay or condition a Change Order requested by CLIENT. WebTech is not obligated to perform any modifications to the Services absent a CLIENT approved Change Order; provided, however that WebTech will continue to provide the Services in accordance with the then current requirements of this Agreement until CLIENT approves a Change Order. Any additional deliverables or changes to the Services described in the Change Order shall be subject to acceptance testing as set forth in the applicable Statement of Work and/or Agreement Supplement.

5. **Maintenance and Support Services**

5.1 General. WebTech shall provide Maintenance and Support during the Initial Maintenance and Support Period. CLIENT may elect to purchase Maintenance and Support for a Software product after the Initial Maintenance and Support Period, for successive Annual Maintenance and Support Periods. Such purchase can be made via purchase order and may be part of the Order by which the Software product license is purchased. In consideration of the provision of Maintenance and Support, pursuant to the applicable Supplement (and the applicable Order if not included in such Supplement), CLIENT shall pay the Maintenance and Support fees stated for any such Annual Maintenance and Support Periods purchased, subject to receipt of invoice as set forth herein. WebTech shall provide Maintenance and Support for such Annual Maintenance and Support Periods purchased.

5.2 Maintenance and Support Obligation. WebTech shall make Maintenance and Support which substantially conforms to the provisions of this Article 6 available for purchase by CLIENT for a period of at least seven (7) years following the end of the Initial Maintenance and Support Period for each the Software products. The Maintenance and Support Fee for the initial Annual Maintenance and Support Period are set forth in the applicable Supplement. For all subsequent Annual Maintenance and Support Periods, the Maintenance and Support fees shall not be increased over the previous year's Maintenance and Support Fee by more than three percent (3%) (factoring any increases due to additional license purchases). CLIENT shall have the right to order or renew Maintenance and Support for the Software Products under the same terms and conditions at any time throughout the term of this Agreement (subject to the limitation above), and may elect to purchase Maintenance and Support for some Software Products without purchasing support for other Software Products. CLIENT may order Maintenance and Support for less than a full Annual Maintenance and Support Period for a Software Product if necessary to make the Annual Maintenance and Support Period for such Software Product coterminous with the Annual Maintenance and Support Period for other Software Products.

A. For Software purchased directly from WebTech, should CLIENT fail to purchase Maintenance and Support in any period after the Initial Maintenance and Support Period and thereafter elect to purchase Maintenance and Support, it may do so only by paying to WebTech (in addition to the Maintenance and Support Fees for the period being subscribed for) an amount equal to the Maintenance and Support Fees which would otherwise have been paid by CLIENT had it elected to purchase Maintenance Support for the entire period from the end of the Initial Maintenance and Support Period less any Maintenance and Support Fees actually paid during that period.

5.3 Maintenance and Support Description

(a) For Software purchased directly from WebTech, Maintenance and Support includes the description of services set forth in Exhibit E and will include at a minimum level: (i) a help desk, accessible by toll-free telephone line, with qualified personnel to answer questions and provide assistance pertaining to Issues; (ii) online FAQ and other help resources; (iii) corrections, fixes and workarounds to resolve Issues; (iv) remote and on-site assistance as necessary to resolve Issues; and (v) all Upgrades of the Software released during the period that Maintenance and Support is required to be provided hereunder. Such Upgrades shall include but not be limited to any modifications necessary to provide the continued compatibility of the Software with any changes to operating systems and other key elements of the computing platform on which the Software is specified or required to run. All Upgrades shall be the most recent release developed by WebTech and shall be provided to CLIENT contemporaneously with their availability to any of WebTech's other customers. CLIENT shall not be required to implement Upgrades. WebTech shall continue to support any release of a Software product for at least two (2) years following the provision of a subsequent major release of such Software product.

(b) Unless otherwise specified in the applicable Supplement or Exhibit E, WebTech will provide Maintenance and Support services worldwide, twenty-four (24) hours per day, and seven (7) days a week.

(c) The resolution of Issues through Maintenance and Support will be reasonable, diligent and reasonably prompt based on the nature of the problem and the severity of the impact on CLIENT and otherwise conform to the requirements of Exhibit E.

6. Payment; Invoicing; Taxes

6.1 Invoices and Payment. WebTech shall submit to CLIENT invoices for the amounts due hereunder consistent with this Agreement and the applicable Order. CLIENT will pay such correct invoices for fees, Reimbursables and Taxes (subject to Section 7.2) within thirty (30) days of receipt. CLIENT reserves the right to dispute invoices or portions thereof, and will pay only the undisputed portions of such invoices. CLIENT shall state in writing its reason for disputing and withholding any or all of the charges invoiced by WebTech. Payment will be in U.S. dollars unless otherwise agreed in writing by the parties. Invoices for Professional Services fees hereunder shall be supported by detailed documentation showing the project, the tasks performed by each person, and the time associated with each task. Invoices for Reimbursables are subject to Section 5.2. Payment of any portion of fees does not waive any rights, or constitute any acknowledgements, as to the associated work and does not create a severable contract specifically as to such fees and associated work. CLIENT shall not be obligated to make any payment associated with delivery of Software or services hereunder for which the respective Software or service is not delivered in accordance with this Agreement, and in the event any such deficiency is not cured within 30 days, CLIENT shall, without limiting any other rights or remedies, have the right to cancel the applicable Order including the associated payment obligations.

6.2 Taxes. It is WebTech's responsibility to determine if they are obligated to be registered with the taxing authority where the Software, Hardware, or Services will be delivered. If so obligated, WebTech shall register as prescribed and shall invoice Taxes by separate line item. Upon receipt of a WebTech invoice specifying Taxes, CLIENT shall either (a) pay such Taxes to WebTech and WebTech will remit such Taxes to the appropriate taxing authority, or (b) provide to WebTech an exemption certificate or letter stating that the entire charge or some portion thereof is exempt from such Taxes. It is WebTech's responsibility to file such returns as may be required and remit such collected Taxes to the taxing authority. If payment for Taxes is made to WebTech in accordance with clause (a) above, upon written request of CLIENT and at the expense of WebTech, WebTech shall provide CLIENT with evidence that the Taxes have been remitted to the appropriate taxing jurisdiction. WebTech shall provide reasonable cooperation to CLIENT if CLIENT contests any proposed Taxes. WebTech shall promptly refund to CLIENT any Taxes or portions thereof previously paid by CLIENT and refunded to WebTech.

7. Warranties

7.1 Software Warranties. For one (1) year following the effective date of the applicable Order (or, in the case of the Project, from the Warranty Effective Date), and thereafter during the period that Maintenance and Support services are in effect hereunder for a Software product, with respect to such Software product, WebTech represents, warrants and covenants that:

(a) the Software will provide the functionality and features described in, and otherwise conform to and perform in the manner specified in, its Documentation and applicable specifications, and any requirements set forth in or provided with the applicable Supplement; and

(b) the Software shall be free of material defects in materials and workmanship

7.2 Services Warranties. WebTech represents, warrants and covenants that all Services shall be performed (a) in accordance with the requirements of this Agreement including any requirements set forth in the applicable Order; and (b) in a good and workmanlike manner; with the understanding, knowledge, skills and experience necessary to provide the services in an efficient and competent manner.

7.3 General Warranties

(a) WebTech represents, warrants and covenants that (i) the Warranted Items, (ii) WebTech's provision of the Warranted Items, (iii) receipt, possession or use of the Warranted Items by CLIENT, any Affiliate or any third party under this Agreement, (iv) the execution of this Agreement including any Order hereunder, and (v) WebTech's performance hereunder, individually or in combination, shall not (A) violate, infringe or misappropriate (1) any third party's intellectual property rights or other proprietary or property rights (wherever arising), or (2) any other rights of a third party arising under any agreement with WebTech, or (B) violate any law, regulation or order.

(b) WebTech further represents, warrants and covenants that (i) it has the right, title and authority to license, assign, sell or otherwise transfer to CLIENT the Warranted Items, and (iii) all Warranted Items are provided to CLIENT free and clear of any and all security interests, liens, claims, charges or encumbrances of any nature whatsoever.

7.4 Warranty Disclaimer. Except for the warranties set forth in this Agreement, each party hereby disclaims all other warranties, whether express or implied, including any implied warranties of merchantability, non-infringement or fitness for a particular purpose.

7.5 Intellectual Property Infringement. (A) In addition to the indemnity in Section 10, if, in a party's reasonable opinion, any or all of the Warranted Items or any part or component thereof is likely to become the subject of an intellectual property infringement claim WebTech shall at its expense: (a) procure for CLIENT the right to continue using the Warranted Items which is the subject of a claim ; or (b) modify or replace the subject Warranted Items with compatible, functionally equivalent, non-infringing component(s). If after exhausting all commercially reasonable efforts, WebTech can not implement either (a) or (b) above, WebTech may either (i) refund to CLIENT all corresponding amounts paid to WebTech under this Agreement, less depreciation calculated on a five (5) year straight line basis beginning from the date of acceptance of such infringing Warranted Item, and, upon receipt of such refund, this Agreement shall be terminated; or (ii) in connection with the Project, upon CLIENT's request in light of CLIENT's significant Hardware investment, WebTech agrees to provide its Software in a hosted environment at no additional cost until the Software is fully functional and not the subject or likely to become the subject of an intellectual property infringement claim.

(B) Notwithstanding anything in this Agreement, the obligations and liability of WebTech pursuant to section 8.5 of this Agreement do not extend to a Claim of any infringement or alleged infringement of intellectual property rights to the extent based on:

(i) the combination of the Software with any software not provided by WebTech (unless the combination of the Software with such software (a) is authorized by WebTech; (b) referenced

or contemplated in this Agreement, the Documentation or Specifications for the Software including the Customer Software; (c) that is owned or licensed by CLIENT at the time the Software is installed; or (d) is otherwise reasonably foreseeable), but only to the extent that the Claim would not have arisen in the absence of such combination;

(b) the unauthorized alteration or modification of the Software by or on behalf of CLIENT other than by WebTech and as contemplated by the parties in this Agreement, but only to the extent that the Claim would not have arisen in the absence of such unauthorized alteration or modification;

(c) any use of the Software by or on behalf of CLIENT other than in accordance with the Documentation and/or this Agreement, but only to the extent that the Claim would not have arisen in the absence of such use;

(d) any failure by CLIENT to install, run or utilize any Upgrades provided by WebTech that do not affect the functionality of the Software and that WebTech advises CLIENT in writing are necessary to avoid a judgment.

8. Intellectual Property

8.1. All proprietary and intellectual property rights, title and interest including copyright, patents and trade secrets in and to the originals and all copies of the Software, Documentation and WebTech trademarks shall be and remain that of WebTech or its licensors, as the case may be, and are protected by copyright and other laws. WebTech reserves all proprietary and intellectual property rights, title and interest including copyright, patents and trade secrets in and to the originals and all copies of the Software, Documentation, and WebTech trademarks. CLIENT has no proprietary and intellectual property rights, title or interest in or to the Software, Documentation or WebTech trademarks except the license to use the Software, Documentation, and WebTech trademarks as granted in this Agreement. CLIENT shall not at any time whether before or after the Term of this Agreement, do anything which may impair the validity of any proprietary and intellectual property rights, title or interest of WebTech in and to the Software, Documentation or other Confidential Information of WebTech or WebTech trademarks.

8.1.5. WebTech (and any individual or entity permitted to by WebTech, other than CLIENT) may exploit the Software and Documentation (including) without any payment to or license from CLIENT, in a completely unfettered and unlimited manner, including without limitation, the development, licensing and/or other commercial exploitation of products related to, forming part of, or in the nature of, the Software or Documentation or that are the same as or similar to the Work Product, including without limitation, software, applications, executable files, dynamic libraries, XML schemas and instruction, configuration, mapping, and data files, data bases or script unless such exploitation or usage would disclose CLIENT's Confidential Information as defined in Section 5.5 herein or the MNDA executed by the parties.

9. Confidentiality and Nondisclosure

9.1 Confidentiality and Nondisclosure. Except as otherwise provided in this Agreement, the use and disclosure by one party of the other party's Confidential Information received in connection with this Agreement shall be governed by and subject to the terms of the MNDA. Use of the other party's Confidential information to carry out the purposes of this Agreement shall be a valid purpose under the MNDA. If the expiration date of the MNDA is earlier than the end of the term of any Maintenance and Support hereunder, then the expiration date of the MNDA shall be extended to coterminate with the term of such Maintenance and Support, but the obligations of confidentiality shall continue thereafter in accordance with the terms of the MNDA. In any event, such obligations of confidentiality shall remain in effect for no less than 2 years after the Effective Date of this Agreement. In addition, the terms and conditions of the MNDA shall govern any and all disclosures of Confidential Information made by or to any Affiliate to the same extent as if such Affiliate were an

original signatory thereof, effective as of the date of the MNDA. The terms of the MNDA are not otherwise amended by this Agreement.

9.2. **Disclosures Concerning Agreement.** Except as required by applicable law and provided that either party has sought confidential treatment under applicable law, without the other party's prior written approval granted by an authorized officer of the other party, neither party shall (a) refer to WebTech's selection by CLIENT or any Affiliate in commercials, advertising, or publications, including but not limited to any reference in such a manner as to state or imply that any Software licensed or Hardware purchased hereunder or service provided hereunder is endorsed or preferred by CLIENT or an Affiliate; (b) use the other party's or an Affiliate's name or logo in any manner, in association with either party or otherwise except for internal presentation purposes or (c) release any press releases or other information releases pertaining to this Agreement. Neither party shall disclose the terms of this Agreement to any third party, except its professional advisors who are under obligation of confidentiality.

10. **Indemnity.** WebTech shall defend, indemnify and hold harmless the Indemnified Parties against any Claims brought against any Indemnified Party arising from breach of any representation or warranty under this Agreement by WebTech, and any damages, losses, awards, costs and expenses arising from any such Claims. CLIENT shall give written notice of any such Claim for which indemnity hereunder is sought.

11. **Limitation of Liability.** EXCEPT FOR SECTIONS 4, 8, 9 AND 10, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

12. **Insurance.** WebTech at its expense shall maintain Commercial General Liability and Professional Liability (including Errors and Omissions) insurance policies with minimum coverage limits of \$1 million each per claim and \$2 million each in the aggregate, and Umbrella coverage over such policies with minimum coverage limit of \$10 million per claim and in the aggregate. WebTech will furnish certificates evidencing such insurance upon CLIENT's request. WebTech will cause CLIENT to be named as an additional insured upon CLIENT's request.

13. **Instructions and Policies.** WebTech shall comply with all reasonable instructions given by CLIENT concerning the performance of services for CLIENT, including but not limited to those concerning safety and security, such as guidelines for access to facilities and information. Access to facilities, equipment, computing resources and information of CLIENT is subject to all applicable policies of CLIENT. Neither WebTech nor its personnel shall have any expectation of privacy in the use of CLIENT facilities, equipment or computing resources.

14. **Miscellaneous**

14.1. **Force Majeure.** Neither party will be liable to the other for delay of up to 30 days in its performance hereunder if such delay is caused by a Force Majeure Event. The party whose performance is delayed shall immediately notify the other party verbally and in writing of the delay and the cause thereof and shall in any event take reasonable steps to avoid or remove and respond to such circumstance of delay, and shall resume performance as soon as possible.

14.2. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the express written consent of the other party, except that: (a) CLIENT may assign this Agreement to an Affiliate; and (b) either party may assign this Agreement in connection with a merger, reorganization or sale of all or substantially all of such party's assets, provided that the surviving or acquiring entity is not a material competitor of the non-assigning party, the non-assigning party is notified of the transaction prior to the closing of the transaction, the surviving entity or purchase expressly assumes this Agreement and WebTech's obligations hereunder, and, if requested by the non-assigning party, acknowledges such assumption in writing to the non-assigning party. Any permitted assignee or any successor-in-interest of a party shall take assignment or assumption subject to all of the terms and conditions of this Agreement. Any purported assignment of this Agreement in contravention of this Section 14.2 shall be null and void and, without limiting any

other rights or remedies available under this Agreement, at law or in equity, the non-assigning party may immediately terminate this Agreement without further liability.

14.3. Change of Control. Upon any change in the majority ownership or voting control of the capital stock, business or assets of WebTech other than a reorganization amongst WebTech Affiliates, CLIENT shall be entitled to cancel any outstanding Orders and associated payment obligation(s) of CLIENT, effective immediately upon written notice. Otherwise, however, this Agreement and any licenses granted hereunder shall remain in full force and effect and unchanged.

14.4. Notices. All notices required hereunder shall be in writing and shall be deemed to have been given and received when delivered in person or upon receipt (or refusal) when mailed by United States registered or certified mail, return receipt requested, postage prepaid, or by CLIENT Priority overnight delivery service, to the respective address first set forth above or as provided herein. Notices to CLIENT shall be directed to the attention of the contact indicated in the applicable Supplement. If a Supplement does not indicate a notice contact, then the contact from the most recent Supplement with a contact shall be used, or if none then no contact shall be stated in the notice. A Supplement may also identify a specific address to use for notices pertaining to such Supplement instead of the address otherwise applicable as provided above. In all cases, a copy of any notice to CLIENT shall be sent to CLIENT Corporation, 3620 Hacks Cross Road, Building B, Third Floor, Memphis, TN 38125, attention: Managing Director, Legal Technology Transactions.

14.5. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision or provisions had never been contained herein.

14.6. Waivers. Failure or delay on the part of either party to exercise any right, remedy, power or privilege hereunder, shall not constitute a waiver thereof. A waiver, to be effective, must be in writing and must be signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

14.7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to or application of choice of law rules or principles. The venue for any legal proceedings to resolve any dispute hereunder shall be Clark County, Illinois.

14.8. Independent Contractors; Beneficiaries. In performing their obligations, and exercising their rights, under this Agreement, the parties shall be independent contractors, and neither shall have the authority to bind or act as agent for the other. No partnership, joint venture, or other business organization is created by this Agreement. Except as otherwise expressly provided herein, there are no third party beneficiaries of this Agreement.

14.9. Non-Interference. All rights and licenses granted under or pursuant to this Agreement (other than with respect to trademarks) by WebTech to CLIENT are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that CLIENT, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that in the event of the commencement of a bankruptcy proceeding by or against WebTech under the Bankruptcy Code, CLIENT shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, and same, if not already in its possession, shall be promptly delivered to CLIENT upon CLIENT's written request (a) upon any such commencement of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement, or (b) if not delivered under (a) above, upon rejection of this Agreement by or on behalf of Licensor.

14.10. Counterparts. This Agreement and any Order issued hereunder may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one and the same Agreement or Order, as the case may be.

14.11. Entire Agreement. This Agreement, including any Orders hereunder and any annexes, attachments or exhibits thereto, together with the Referenced Agreements, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, agreements, proposals and negotiations, whether written or oral. Referenced Agreements are not modified hereby except as expressly set forth herein. Neither this Agreement nor any portion hereof may be modified or amended except by a written amendment signed by authorized representatives of both parties. The terms of this Agreement and the licenses herein shall prevail notwithstanding any conflicting terms or legends which may appear on, with or in the Warranted Items. In addition, any notices, legends, shrinkwrap, browserwrap, clickwrap or other agreement or other terms, whether additional, different or inconsistent with those of this Agreement, presented by WebTech in connection with the Warranted Items shall be void and of no effect even if presented or purportedly accepted after the date of this Agreement and will not be considered an amendment to this Agreement unless expressly set forth as such, in writing signed by both parties, and specifically referencing this Agreement and the section(s) being modified.

To signify their mutual intent to be legally bound by this Agreement, WebTech and CLIENT have each caused their respective authorized representative to execute this Agreement effective as of the Effective Date.

CLIENT:

CLIENT, INC.

BY: _____
TITLE: _____

WEBTECH WIRELESS INC.

BY: _____
TITLE: _____

EXHIBIT A DEFINITIONS

"Acceptance Test(ing)" means the performance of the acceptance test procedures described in the Acceptance Test Plans agreed to by the parties and as described in Exhibit D attached hereto and incorporated herein by reference.

"Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with CLIENT or WebTech, where "control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity.

"Annual Maintenance and Support Period" means any annual Maintenance and Support periods for a Software product purchased after the Initial Maintenance and Support Period as set forth in Section 6.1.

"Claims" means any third party assertions, demands, claims, actions or suits.

"Completion Certificate" means the certificate CLIENT executes for Software after testing the Hardware that has been installed in CLIENT's tractors and trailers with the Software that is installed, tested and accepted at the World Technology Center in Collierville, TN and for the related Services provided hereunder for the Project.

"Confidential Information" shall have the meaning ascribed in the MNDA.

"Documentation" means all textual and graphic material relating to the Software in print or electronic form, including flow charts, operating instructions, and related technical information and specifications and user guides or manuals, plus all maintenance modifications thereto.

"Evaluation Period" means 6 months (or such other period as may be mutually agreed) from the date of installation of the Evaluation Product.

"Evaluation Product" means (a) Software product extensions (additional modules) or editions not licensed hereunder (not including Upgrades included in Maintenance and Support); and (b) new or additional software products, including beta versions of the Software licensed hereunder.

"CLIENT Software" means all proprietary and intellectual property rights, title and interest including copyright, patents and trade secrets in and to the originals and all copies of CLIENT modifications including without limitation, any interface to the Software and the software applications that are either owned by or licensed to CLIENT that are developed by CLIENT in connection with the Project, other than the underlying Software being WebTech's (the "CLIENT Software") shall be and remain that of the CLIENT and are protected by copyright and other laws.

"Force Majeure Event" means fire, explosion, lightning, water, acts of God, strikes, labor disputes, war, civil disturbances, terrorism, acts of civil or military authorities, or other unforeseen causes beyond the party's reasonable control.

"Hardware" means the Hardware or equipment offered for sale by WebTech to CLIENT from time to time including the items described in the Initial Supplement.

"Indemnified Parties" means CLIENT and its Affiliates and their respective shareholders, directors, officers and employees.

"Initial Maintenance and Support Period" means, for each Software product and Order, a period beginning upon the effective date of the applicable Order and ending on successful implementation at CLIENT of the Software product, or additional units thereof, as applicable, covered by such Order.

"Issues" means performance, compatibility, operational, or quality issues concerning the Software.

"Legal Enhancement" means an enhancement to the Software or Hardware that is required in order for the Software or Hardware (and their respective use as authorized hereunder) to comply with relevant laws, rules, statutes and regulations.

"Maintenance and Support" means the Software maintenance and support services more particularly described in Section 6.3 and as more fully detailed in Exhibit E.

"MNDA" means the Mutual Non-Disclosure Agreement referenced in the initial Supplement hereunder.

"Order" means a purchase order issued, or Supplement (to the extent providing for a purchase) or Statement of Work executed, hereunder as provided in Section 2.

"Professional Services" means the professional services described in the applicable Statement of Work.

"Reimbursables" means reasonable, documented travel-related expenses incurred in the performance of Professional Services.

"Services" means all services (including but not limited to any and all Inventions or other materials or information furnished in connection therewith) hereunder.

"Software" means the software products, listed in any Order, including but not limited to all components thereof and Third Party Software delivered therewith and any technical materials (other than the Documentation) or other materials or information offered in connection therewith. "Software" also includes all Upgrades and corrections provided through Maintenance and Support.

"Specifications" means the Hardware specifications set forth in Exhibit F.

"Source Materials" means, in relation to any Software product, all materials that would enable a reasonably skilled programmer to compile, debug, and make enhancements and improvements to such Software product in a commercially reasonable manner including: (i) all source code related thereto, reasonably annotated; (ii) all technical and system documentation including specifications, flowcharts, diagrams, business rules, data and database models and structures, and compilation instructions related to such software; (iii) listings by name, version and developer of all third-party compilers, utilities and other software relating to the software, including sufficient information to procure a license, from such developers; (iv) a listing of all relevant equipment necessary to operate the software; (v) copies, in source and object code, of all compilers, utilities, and other software that are proprietary to WebTech (or its licensor) and which are used in relation to the software, to the extent same exist; and (vi) the name and last known address and telephone number of all individuals involved in the development or maintenance of the Source Materials.

"Supplement" means a mutually executed supplement substantially in the form attached as Exhibit B.

"Taxes" means any and all valid transaction based taxes, excises, duties and assessments levied, assessed or imposed by any government or taxing authority on the Software or services provided hereunder or the use by CLIENT thereof, except for such amounts based on WebTech's income, profits, receipts, net worth, capital, or similar taxes based on WebTech's business.

"Third Party Software" means (i) proprietary software applications or subscriptions that are owned by third parties and provided to CLIENT by WebTech (or via its resellers) as part of the Project; (ii) any hosted or services provided by third party application service providers through WebTech to CLIENT as part of the Project; and (iii) any other software, hosted services or subscriptions provided by WebTech to CLIENT. Without limiting the generality of the foregoing, Third Party Software includes, without limitation: DeCarta Drill Down Server 4.2.2, DeCarta Open LS 1.0, Navteq North America Mapping License 2007.3 North America (basic mapping, does not include routing), JasperSoft Reports Professional, and Pro Miles.

"Upgrades" means all new versions/major releases and other releases, including but not limited to any updates and Legal Enhancements to the Software.

"Warranted Items" means (individually or in combination) the Software, Hardware, Evaluation Products, Inventions, the Services hereunder, and any other materials or information furnished by WebTech in connection with this Agreement, and any Order.

"Warranty Effective Date" for the Software means XXXX.

EXHIBIT B
FORM OF SUPPLEMENT

CLIENT Contract No. _____

NOTE 1: If a purchase includes Software to be used internationally, then a separate Order is required for the US domestic order and any international orders or deployments.

NOTE 2 - Obtain signatures on the Supplement when it is being prepared after the execution date of the Master Agreement. If the Products are being acquired by an Affiliate, the Affiliate must sign this Supplement. If not executed, the Supplement must be attached to the Agreement.

This Supplement ("Supplement") is entered into effective as of _____ [date], by and between _____ [name of CLIENT Affiliate making purchase] and _____ [WebTech name of supplier] ("WebTech"). This Supplement is pursuant to the Master Software License and Services Agreement dated _____ by and between WebTech and _____. [If the Product/Service Supplement will be signed by a CLIENT Affiliate (i.e., a CLIENT Affiliate that is not a party to the master Agreement), then the CLIENT Affiliate that signed the master Agreement (likely CLIENT Corporate Services, Inc.) should be identified here.]

Items below are subject to applicable provisions in the Agreement:

NAME OF SOFTWARE PRODUCT(S) LICENSED:

TOTAL LICENSE FEE -

LIMITATION THAT AFFECTS PRICE, IF ANY, FOR EACH PRODUCT (such as number of users, MIPS, etc. Limitation should be quantitative and only one pricing metric should apply for each product.):

MAINTENANCE AND SUPPORT FEE PER YEAR IF RENEWED:

Yes _____ / No _____ Indicate whether any further period of Maintenance and Support is being purchased under this Supplement beyond the included period of such services.

LICENSE FEE (AND MAINTENANCE AND SUPPORT FEE IF APPLICABLE) FOR EACH

ADDITIONAL _____ [Identify any type of limitation (unit of measure), such as 'user'.]:

NOTE: Future purchases of incremental license and Maintenance and Support must be documented in a separate Order as required under the Agreement. Maintenance and Support period for incremental licenses will be pro-rated at CLIENT's request to coincide with any existing Annual Maintenance and Support Period expiration for the Software product involved.

LIST ANY SPECIAL PRODUCT FUNCTIONALITY AND PERFORMANCE REQUIREMENTS FOR THE SOFTWARE - (use additional sheet(s) if necessary and attach as Annex B1.)

FOR ANY ADDITIONAL SOFTWARE PRODUCTS AVAILABLE BUT NOT PURCHASED UNDER THIS SUPPLEMENT -show each available Product and its License Fee and the Maintenance and Support Fee per year (as applicable as set forth in the Agreement). (use additional sheet(s) if necessary and attach as Annex B2.)

MISCELLANEOUS

NOTICE CONTACT PERSON for matters concerning this Supplement:

DATE OF MNDA: _____ Obtain copy for the file.

If the CLIENT party to the MNDA is not the party signing the agreement or initial supplement (if the initial supplement is not attached to the agreement when it is executed), also identify the CLIENT WebTech that signed the MNDA. Same for the other party; if the other party to the MNDA is an affiliate of the party executing the agreement or initial supplement, then identify the WebTech that signed the MNDA.

Remove signature blocks on the actual Supplement (not this form) if it is being completed contemporaneously with the Master Agreement.

[Supplier WebTech name]

[Name of CLIENT or Affiliate making purchase.]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Signature blocks in Exhibit B Supplement Form should not be signed. Signature blocks will be signed only on actual Supplement generated with reference to Exhibit B except where signature is not required as provided above.

EXHIBIT C

FORM OF STATEMENT OF WORK

CLIENT Contract No. _____

NOTE - Obtain signatures on the Supplement when it is being prepared after the execution date of the Master Agreement. If the Products are being acquired by an Affiliate, the Affiliate must sign this Supplement. If not executed, the Supplement must be attached to the Agreement.

This Statement of Work ("Statement of Work") is entered into effective as of _____ [date], by and between _____ [name of CLIENT Affiliate making purchase] and _____ [WebTech name of supplier] ("WebTech"). This Statement of Work is pursuant to the Master Software License and Services Agreement dated _____ by _____ and _____ between WebTech and _____. [If the SOW will be signed by a CLIENT Affiliate (i.e., a CLIENT Affiliate that is not a party to the master Agreement), then the CLIENT Affiliate that signed the master Agreement (likely CLIENT Corporate Services, Inc.) should be identified here.]

Items below are subject to applicable provisions in the Agreement:

IMPLEMENTATION SERVICES

DESCRIPTION: WebTech shall provide the following Implementation Services ("Implementation"). (Use additional sheet(s) if necessary and attach as Annex C1.)

NOTE: Depending on the circumstances, the description could be generic, such as: "WebTech shall provide reasonable assistance to install, implement, configure, set up, integrate and launch successfully into production, the Software, in accordance with CLIENT's business needs ("Implementation")."

TOTAL FEES: The total fees for such Implementation services shall not exceed \$_____.

Such fees shall be payable as follows:

Percentage of Implementation Fees Upon completion of the following Milestone:

- _____%
_____%
_____%

Completion of Implementation/successful production launch [may need to be contingent on completion of customization also, if that is applicable]

CUSTOMIZATION SERVICES

DESCRIPTION: WebTech shall customize the Software to meet CLIENT's business needs as, more fully set forth in Annex C2 ("Customization").

TOTAL FEES: The total fees for such Customization shall not exceed \$_____, payable upon completion of such services and such customization shall be completed within such fee amount.

Such fees shall be payable as follows:

Percentage of Customization Fee

_____%
_____%
_____%

Upon completion of the following Milestone:

Completion of Customization/successful production launch of customized Software

TRAINING SERVICES

DESCRIPTION: WebTech shall provide the following training services: (Use additional sheet(s) if necessary and attach as Annex C3.)

TOTAL FEES: The total fee for such training shall be \$ _____. Such fee shall be payable upon the completion of such training.

COMPLETION

COMPLETION DATE: all Services shall be completed no later than _____ (provide date).

REIMBURSABLES

TOTAL MAXIMUM REIMBURSABLE expense, if any, allowed for all Services covered by this Statement of Work:

\$ _____ / or indicate NONE by checking here: _____

NOTE: It may be necessary to state that reimbursables are only allowed for a certain service category but not others.

Remove signature blocks on the actual Supplement (not this form) if it is being completed contemporaneously with the Master Agreement.

[Supplier WebTech name]

[Name of CLIENT Affiliate making purchase.]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Signature blocks in Exhibit C Statement of Work form should not be signed. Signature blocks will be signed only on actual SOW generated with reference to Exhibit C, except where signature is not required as provided above.

EXHIBIT D
ACCEPTANCE TEST

EXHIBIT E

MAINTENANCE AND SUPPORT SERVICE DESCRIPTION DETAIL

EXHIBIT F
HARDWARE SPECIFICATIONS

WebTech Wireless MSR Price List for City of Chicago

All Prices in US Dollars

NOTE: All prices and discount structures are CONFIDENTIAL and are subject to change without notice



Locators

Locator - WT5000G-L Quadrant Express Promotion <i>Locator with GPRS modem. Basic tracking, 1 serial port, 2 IOs. Includes GSM stubby antenna, GPS long antenna and power/data cable.</i>	01-00-0026-00.0	\$250.00
Locator - WT6000 NA <i>Locator. Includes strip antenna, GPS long antenna and 3 cables (data, power, telemetry).</i>	01-00-0006-00.0	\$399.00
Locator - WT7000E <i>Locator (v6.2) with EDGE modem. Includes GSM stubby antenna, GPS long antenna, mounting bracket, and 6.2 power/data cable.</i>	01-01-0019-00.0	\$399.00
Portable MDT CE-X Kit with WT5000L <i>Locator with battery, MDT CE-X, PS/2 keyboard, PS/2 adapter, and cig adaptor. Large Pelican case.</i>	01-02-0012-00.0	\$741.00
Portable MDT CE-X Kit with WT7000 L <i>Locator with battery, MDT CE-X, PS/2 keyboard and adapter, cig adapter. Large Pelican case.</i>	01-02-0010-00.0	\$841.00
Portable MDT Kit with WT7000 L <i>Locator with battery, MDT, PS/2 keyboard and adapter, cig adapter. Large Pelican case.</i>	01-02-0007-00.0	\$671.00

Locator Options

VT6000

Battery - Internal Battery Option - WT6000/E <i>Rechargeable lithium polymer battery.</i>	70-10-0016-00.0	\$30.00
Battery - Replacement Battery with Chassis - WT6000/E <i>Rechargeable lithium polymer battery. Please specify exact model and region.</i>	03-03-0003-00.0	\$37.00
Enable Aux WT1900 Satellite Controller - WT6000/E <i>Dual-mode Iridium cellular switching. Requires new cable.</i>	05-10-0010-00.0	\$28.00
Enable Auxiliary Serial Port - WT6000/7000E <i>Includes cable.</i>	05-10-0001-00.0	\$52.00
Enable J1708 Interface - WT6000/7000E <i>Requires configuration details to be specified and signed off by Solutions Engineer.</i>	05-10-0002-00.0	\$52.00
Enable Trip Recorder - WT6000/7000E <i>Second-by-second location, speed, heading log for 8 hours. Includes 2 free log requests.</i>	05-10-0004-00.0	\$84.00

VT5000

Battery - Internal Battery Option - WT5000L <i>Rechargeable lithium polymer battery.</i>	70-10-0027-00.0	\$25.00
Battery - Internal Battery Replacement - WT5000 L <i>Includes backplate.</i>	70-10-0020-00.0	\$30.00
Enable 1-Wire Temp Monitoring Kit - WT5000/6000/7000 <i>Supports 1 or 3 sensors.</i>	05-10-0006-00.0	\$21.00
Enable Driver ID - WT5000/6000/7000 <i>Activate Driver Admin page, Driver status report, Driver Time sheet report.</i>	05-10-0005-00.0	\$07.00

WebTech Wireless MSR Price List for City of Chicago

All Prices In US Dollars

NOTE: All prices and discount structures are CONFIDENTIAL and are subject to change without notice

Enable OBDII - WT5000/6000/7000 <i>For use with OBDII Gateway. Requires configuration details to be specified and signed off by Solutions Engineer.</i>	05-10-0007-00.0	\$17.00
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Enable WT1900 Satellite Controller - WT5000/6000/7000 <i>Single mode Iridium use. No MDT.</i>	05-10-0011-00.0	\$28.00
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Options

Battery - Internal Battery Option WT7000 <i>Rechargeable lithium polymer battery.</i>	03-03-0004-00.0	\$28.00
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Enable Accelerometer Option - WT7000 <i>Enable Accelerometer option for WT7000E.</i>	05-01-0042-00.0	\$28.00
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Enable Bluetooth WT7000 <i>Enable Bluetooth WT7000E voice, serial, dial up.</i>	05-10-0018-00.0	\$60.00
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Enable CAN Interface - J1939 - WT7000 <i>Requires configuration details to be specified and signed off by Solutions Engineer.</i>	05-10-0014-00.0	\$32.00
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Enable CAN Interface - J1979 - WT7000 <i>Requires configuration details to be specified and signed off by Solutions Engineer.</i>	05-10-0013-00.0	\$60.00
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Enable Telemetry <i>Enable Telemetry (in locator hardware)</i>	05-10-0016-00.0	\$0.00
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Voice - Hands Free Kit - Bluetooth-WT7000 <i>Hands free Kit (Bluetooth for WT7000E).</i>	03-05-0003-00.0	\$120.00
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MDTs

MDT 2000CE (DTNA Kit) <i>MDT 2000CE Kit, Includes MDT2000CE-S, Text to Speech and Voice recognition. Includes mounting bracket and MDT retractable cable with DTNA connectors.</i>	03-09-0030-00.0	\$987.00
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MDT 2000E <i>Mobile Data Terminal. 8 line display. Includes mounting bracket and serial/power cable.</i>	03-09-0003-00.0	\$293.00
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MDT2000 CE <i>Mobile Data Terminal 2000CE- includes 2G DOC (Disk on Chip), Text to Speech and Voice Recognition should be ordered separately</i>	03-09-0024-00.0	\$714.00
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MDT2000CE-S Kit <i>Includes MDT2000CE-S, Text to Speech and Voice recognition. Includes mounting bracket and MDT retractable cable.</i>	03-09-0019-00.0	\$982.00
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MDT2000CE-X <i>Mobile Data Terminal CE-X. Includes mounting bracket, retractable cable.</i>	03-09-0025-00.0	\$518.00
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MDT2000CE-X <i>Mobile Data Terminal CE-X. Includes mounting bracket, retractable cable.</i>	03-09-0025-00.0	\$518.00
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MDT3100 - NEW <i>Mobile Data Terminal, WIN CE 6.0 based, full color touch screen. 7" - 800x400 TFT color WVGA Touch screen LCD Includes mounting bracket and serial/power cable.</i>	03-09-0029-00.0	\$925.00
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Worker Safety Pendant Kit <i>Includes intrinsically safe Worker Safety Pendant, Gateway, and the required adapter cable. Previously called IS Panic Button Kit.</i>	03-01-0009-00.0	\$487.00
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WebTech Wireless MSR Price List for City of Chicago

All Prices in US Dollars

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Accessories

VT6000

Cable - Cigarette Power Adapter - WT6000 <i>Powers Locator only.</i>	03-11-0011-00.0	\$21.00
Cable - Custom Cable w/ Noise Filter - WT6000 <i>WT6000 power cable (vehicle end), MDT cable, and Scosche in-line suppress filter. Includes WT6000 telemetry cable.</i>	03-09-0017-00.0	\$119.00
Cable - J1708 6-pin Diagnostic Port Connector - WT6000/E <i>6-pin port connector</i>	03-J1	\$21.00
Cable - J1708 9-pin Diagnostic Port Connector - WT6000/E <i>9-pin port connector</i>	03-J2	\$21.00
Cable - MDT Tamper Detect Cable Assembly - WT6000 <i>Solder MDT Cable Out1 with Telemetry cable In6 for MDT tamper/malfunction detection.</i>	03-09-0015-00.0	\$62.30
Cable - Power Cable - WT6000 (Locator End) <i>Power cable for WT6000 (Locator end).</i>	70-06-0016-00.0	\$7.00
Cable - Power Cable - WT6000 (Vehicle End) <i>Power cable for WT6000 (vehicle end).</i>	70-06-0013-00.0	\$7.00
Cable - Replacement Telemetry Cable - WT6000 <i>Replacement telemetry cable for WT4000 or WT6000 with DB15 connector.</i>	03-01-0004-00.0	\$20.30
JBUS RS485 Converter with WT6000 Power Cable <i>JBUS RS485 converter with WT6000 power cable.</i>	03-04-0020-00.0	\$160.30
Telemetry - Temp Thermistor Probe - WT6000 <i>Temperature Sensor for WT6000, used with ADC input. Includes thermistor sensor. Requires telemetry activation and monthly.</i>	03-01-0003-00.0	\$22.40
Voice - Replacement Mic for Hands Free - WT6000 <i>Replacement microphone for Hands Free Kit. Requires 2.5mm connector.</i>	70-10-0008-00.0	\$31.50
Voice - Replacement Speaker for Hands Free - WT6000 <i>Replacement speaker for Hands Free Kit.</i>	70-10-0007-00.0	\$35.00
Voice Kit Hands Free - WT6000NA <i>Motorola hands free kit. Includes speaker, mic w/ 2.5mm connector. Requires Enable Voice - WT6000/7000/MDT.</i>	03-05-0001-00.0	\$66.50

VT5000

Adapter - 1-Wire Serial Connector - WT5000/6000 <i>1-wire (RJ11) - RS232 adapter. Required for use with WT5000/6000 Locator Driver ID kit.</i>	03-04-0003-00.0	\$20.30
Adapter - WT1700 Bluetooth Adapter - WT5000/6000 <i>Includes WT1700 serial cable and WT1700 bluetooth adapter. Requires PPP serial port. No MDT. Please specify WT5000 or WT6000.</i>	03-11-0006-00.0	\$55.30
Antenna - Dual Mode Mag Mount - WT5000/6000 <i>Mag mount GPS/GPRS antenna. MG0-U15-2C2L (North America).</i>	03-06-0012-00.0	\$125.30
Antenna - Dual Mode Through Hole Mount - WT5000/6000 <i>Low profile GPS/GPRS through hole antenna. SMU-U15-3C2L North America - metal trailers/assets.</i>	03-06-0014-00.0	\$104.30
Antenna - GPS Std Long Antenna - WT5000/6000/5800/7000 <i>GPS standard mag mount antenna with 5m cable.</i>	03-07-0004-00.0	\$32.90
Antenna - GSM Std Stubby - WT5000/6000 <i>Quad-band, fixed, right-angle whip antenna.</i>	03-06-0008-00.0	\$13.30
Antenna - GSM Strip Antenna EU - WT5000/6000 <i>GSM/GPRS strip antenna.</i>	03-06-0005-00.0	\$11.20
Antenna - GSM/GPRS Strip Antenna NA - WT5000/6000/7000 <i>GSM/GPRS strip antenna, 3 meters/9 feet cable.</i>	03-06-0002-00.0	\$11.20
Antenna - Mag Mount GSM-Only Unity Gain Whip - WT5000/6000	03-06-0011-00.0	\$49.90

WebTech Wireless MSR Price List for City of Chicago

All Prices in US Dollars

NOTE: All prices and discount structures are CONFIDENTIAL and are subject to change without notice
 GSM mag mount antenna. Mag0-900-10FT RG-174 W/SMA (NA)

Cable - Cigarette Power Adapter - MDT/WT5000/6000 <i>Powers Locator and MDT.</i>	03-11-0009-00.0	\$31.50
Cable - Cigarette Power Adapter - WT5000 <i>Powers Locator only.</i>	03-11-0010-00.0	\$21.00
Cable - Replacement Power/Data Cable - WT5000 <i>Spare or replacement power data cable for WT5000.</i>	70-06-0005-00.0	\$13.30
Driver ID Kit - Regular, With Holder - WT5000/6000/5800 <i>Includes one iButton, iButton reader, iButton reader holder, 1-wire serial connector, 1-wire converter cable. Requires available serial port. Requires Enable Locator Driver ID.</i>	03-04-0006-00.0	\$62.30
Driver ID Reader - WT5000/6000/7000E <i>iButton Reader for WT5000/6000/7000E.</i>	03-04-0002-00.0	\$17.50
OBDII Gateway - WT5000/6000/7000 <i>Light duty vehicle diagnostics interface. Requires configuration details to be specified and signed off by Solutions Engineer. Includes fail-safe Y-cable. Check with Support on potential safety issues related to B&B OBDII gateway with specific Chrysler/Dodge vehicles 2002-2007.</i>	03-04-0007-00.0	\$139.30
Telemetry - Door Sensor - Wide Gap - WT5000/6000/7000 <i>Suitable for truck and trailer roller and swing doors.</i>	03-01-0005-00.0	\$34.30
Telemetry - Panic Button Kit (wired) - WT5000/6000/7000E <i>Includes toggle switch. If this kit is ordered without a Locator, the telemetry cable must be ordered separately. Requires telemetry activation and monthly.</i>	03-01-0001-00.0	\$24.50
Telemetry - Panic Button Kit (wireless) - WT5000/6000/7000E <i>Includes wireless remote (key fob). If this kit is ordered without a Locator, the telemetry cable must be ordered separately. Requires telemetry activation and monthly.</i>	03-01-0002-00.0	\$83.30
Telemetry - Starter Disable Relay Kit - WT5000/6000/7000 <i>Normally closed contact. Includes relay and housing with diode. To be used with Locators.</i>	03-14-0001-00.0	\$16.80
Telemetry - Temp Sensor - 1 Wire (modified) - WT5000/6000 <i>1-wire modified (2x18AWG wires) with RS232 adapter. Required for use with temperature monitoring kit.</i>	03-04-0009-00.0	\$31.50
Telemetry - Temp Sensor - 1 Wire, 1 Sensor - WT5000/6000/7000E <i>2m length for temperature monitoring. For WT7000E it should be ordered in quantities of 1 or 3 pieces only.</i>	70-10-0024-00.0	\$32.20
Telemetry - Temp Sensor Kit - 1 Wire, 1 Sensor - WT5000/6000 <i>Includes 1-wire temperature sensor, 1-wire temp serial connector, and 1-wire converter cable. Requires Activation - Temperature Monitoring Kit Reporting. Requires Enable Locator 1-wire Temperature Monitoring Kit - WT5000/6000.</i>	03-04-0010-00.0	\$69.30
Telemetry - Temp Sensor Kit - 1 Wire, 3 Sensors - WT5000/6000 <i>Includes three 1-wire temperature sensors, 1-wire temp serial connector, and 1-wire converter cable. Requires Activation - Temperature Monitoring Kit Reporting. Requires Enable Locator 1-wire Temperature Monitoring Kit - WT5000/6000.</i>	03-04-0011-00.0	\$126.00
TrackBox - WT5000 Waterproof Enclosure <i>Includes GPS antenna and power/data cable.</i>	03-11-0007-00.0	\$102.20
TrackBox Mount - WT5000 <i>Metal bracket and latch to mount TrackBox.</i>	03-11-0008-00.0	\$30.10

IDT

Bracket - Replacement Mounting bracket - MDT2000E <i>Spare or replacement MDT 2000E mounting bracket.</i>	70-03-0006-00.0	\$14.70
Cable - Replacement Serial Cable - MDT2000E <i>Replacement MDT 2000 serial/power cable.</i>	03-09-0006-00.0	\$31.50
Driver ID Button & Holder - MDT/Locator <i>Includes iButton and holder.</i>	03-04-0004-00.0	\$07.00
Driver ID Reader - MDT2000CE-X <i>Driver ID Reader - MDT2000CE-X</i>	03-09-0026-00.0	\$24.50
Driver ID Reader - MDT2000E <i>iButton Reader for MDT2000E.</i>	03-09-0005-00.0	\$24.50

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Keyboard - Flexible & Waterproof - PS/2 85-Key - MDT <i>Requires PS/2 keyboard adapter.</i>	03-09-0023-00.0	\$37.80
Keyboard - PS/2 84-Key - MDT <i>Requires PS/2 keyboard adapter.</i>	03-09-0013-00.0	\$28.00
Keyboard Adapter - PS/2 - MDT2000CE (X & S) <i>Supports PS/2 keyboards for MDT 2000CE-X or MDT2000CE-S.</i>	03-09-0027-00.0	\$52.50
Keyboard Adapter - PS/2 - MDT2000E <i>Supports PS/2 keyboards for MDT 2000E.</i>	03-09-0012-00.0	\$52.50
Reader - Bar Code Wand Reader - MDT2000E <i>Opticon. Bar code reader pen for MDT.</i>	03-09-0011-00.0	\$70.00
Reader - Magnetic Card Reader - MDT2000E <i>MDT magnetic card reader tracks I/II.</i>	03-09-0008-00.0	\$104.30
Telemetry - Starter Disable Relay Kit - MDT <i>Normally open contact. Includes relay and housing with diode. To be used with MDTs.</i>	03-14-0002-00.0	\$16.80
Voice Kit Hands Free - MDT2000CE-S <i>Includes MDT2000CE-S, Locator audio cable, mic for MDT2000CE voice, speaker for MDT2000CE voice. Requires Enable Voice Option - WT6000/7000/MDT.</i>	03-09-0021-00.0	\$112.00
Class Not Assigned		
Adapter - 12v Wall Adapter with Socket <i>12v wall adapter with cigarette lighter adapter socket.</i>	03-11-0005-00.0	\$42.00
Adapter - DB9F/DB9F Null Modem Adapter <i>Required to install OBDII gateway to secondary port.</i>	03-08-0005-00.0	\$10.50
Antenna - GPS Short Antenna <i>GPS short antenna with 0.5m (18") cable.</i>	03-07-0008-00.0	\$32.90
Antenna - GPS Short Extended Antenna <i>GPS extended antenna with 4m cable.</i>	03-07-0010-00.0	\$32.90
Antenna - Std WIFI Stubby - WT5800 <i>WiFi antenna with SMA connector.</i>	03-16-0001-00.0	\$13.30
Antenna - WT1900 Iridium Mag Mount <i>Iridium Aero mag mount antenna with 3m (10') cable.</i>	03-16-0002-00.0	\$139.30
Antenna - WT1900 Iridium Mag Mount Kit <i>WT1900 Iridium mag mount Hirschmann antenna with 5m cable. Recommended for passenger cars, vans and small trucks.</i>	03-16-0008-00.0	\$69.30
Antenna - WT1900 Iridium Through Hole Mount Kit <i>WT1900 Iridium through hole mount Hirschmann antenna with 5m cable. Recommended for tractors. Includes mirror mount bracket.</i>	03-16-0009-00.0	\$83.30
Cable - Cigarette Power Adapter Kit - WT7000E <i>Powers Locator only.</i>	03-11-0012-00.0	\$21.00
Cable - Iridium Cable - WT7000E <i>WT7000E 6.2 to Iridium cable.</i>	70-06-0040-00.0	\$42.00
Cable - OBDII Y-cable Fail Safe <i>OBDII Y fail safe Y-cable.</i>	70-06-0037-00.0	\$17.50
Cable - Replacement Cable - WT7000E DB15 <i>WT7000 DB15 replacement cable.</i>	70-06-0036-00.0	\$28.00
Driver ID Kit - Regular, With Holder - WT7000E <i>Includes one iButton, iButton reader, iButton reader holder, 1-wire adaptor. Requires Enable Locator Driver ID.</i>	03-04-0023-00.0	\$27.30
Driver Visual Feedback - Calibre Front Pod LED <i>LED provides visual feedback.</i>	03-04-0022-00.0	\$14.00
Iridium thru hole mirror mount <i>Mirror mount for Iridium thru hole antenna.</i>	03-10-0007-00.0	\$27.30
Pelican Case - Large Black Pelican Case 1400 <i>Large, black Pelican Case 1400. No foam.</i>	03-13-0001-00.0	\$94.50

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Pelican Case - Small Pelican Case 1150 <i>Ideal for both WT5000, WT6000 or WT7000 BUT cannot have MDT which requires large case. This case is not water tight.</i>	03-13-0002-00.0	\$94.50
Power converter 110V to 12V - Locator power supply <i>12V switching power supply. Used to power locator or MDT by connection to wall outlet.</i>	03-15-0002-00.0	\$56.00
RJ11 to 1-wire interface connector (driver ID reader to WT7000E) <i>RJ11 to 1-wire interface connector for connecting the driver ID reader to the WT7000E.</i>	70-06-0041-00.0	\$10.50
Telemetry - Momentary push button-dash mounted <i>Momentary push button - Example application: GPS Time stamp for no garbage bin indication - dash mounted (1/2 inch hole)</i>	03-04-0035-00.0	\$41.30
Telemetry - PLC ID Reader - JBUS <i>WT-212P PLC reader, JBUS 9-32VDC. Harness sold separately.</i>	03-02-0001-00.0	\$84.00
Telemetry - PLC ID Reader - Serial <i>WT-222P PLC reader, serial 9-32VDC. Harness sold separately.</i>	03-04-0008-00.0	\$118.30
Telemetry - PLC ID Reader Kit - JBUS <i>Includes PLC reader, JBUS 9-32 VDC, and PLC JBus cable. Requires Enable PLC ID Reader.</i>	03-04-0013-00.0	\$93.10
Telemetry - PLC ID Reader Kit - Serial <i>Includes serial PLC reader and PLC serial cable.</i>	03-04-0012-00.0	\$132.20
Telemetry - PLC ID Tag - 9-32V with Digital Input <i>WT-102P PLC ID Tag, 9-32V with digital Input.</i>	03-19-0005-00.0	\$118.30
Telemetry - PLC ID Tag Mini - 3 wire, 12V <i>WT-110P PLC mini tag, 3 wire 12VDC.</i>	03-19-0002-00.0	\$56.00
Telemetry - Radio Shut Off Switch Kit <i>Includes toggle switch and relay kit. Used for shutting down the Locator's modem when vehicle may enter areas sensitive to explosions.</i>	03-01-0011-00.0	\$48.30
Voice Dialer Call Button H/W <i>One button answer, and single pre-programmed dial-out number.</i>	03-05-0002-00.0	\$24.50
WT1900 Iridium Satellite Modem - No Antenna <i>Iridium antenna and Locator not included. Includes WT1900 power cable if used with WT6000. Requires WT1900 WT5000 db9 cable if used with WT5000. Requires the Iridium cable if used with WT7000.</i>	03-04-0019-00.0	\$559.30

Software

Automated Forms Software - MDT2000E <i>Basic Messaging & digital Forms software for the MDT2000E</i>	04-03-0001-00.0	\$10.00
Automated Forms Software (English) - MDT2000CE-X <i>Digital Forms software for the MDT2000CE-X (English)</i>	04-03-0014-00.0	\$10.00
Automated Forms Software (French) - MDT2000CE-X <i>Digital Forms software for the MDT2000CE-X (French)</i>	04-03-0015-00.0	\$10.00
Driver Logs Software - MDT2000E <i>Basic Messaging, digital Forms, & Driver Log (HOS) software for the MDT2000E</i>	04-03-0003-00.0	\$34.00
Driver Logs Software (English) - MDT2000CE-X <i>Driver Log (HOS) software for the MDT2000CE-X (English)</i>	04-03-0012-00.0	\$34.00
Driver Logs Software (French) - MDT2000CE-X <i>Driver Log (HOS) software for the MDT2000CE-X (French)</i>	04-03-0013-00.0	\$34.00
External Display Support - MDT2000CE <i>MDT 2000CE-S External Display support (not the display itself)</i>	05-12-0001-00.0	\$160.00
Text to Speech Software - MDT2000CE-S <i>Text to Speech option for MDT2000CE</i>	04-03-0005-00.0	\$160.00
Voice Command Recognition Software - MDT2000CE-S	04-03-0004-00.0	\$160.00

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 Voice-Command software for the MDT2000CE-S

Voice Dialer Software - MDT2000E Voice Dialer software for the MDT2000E	04-00-0006-00.0	\$29.00
Voice Dialer Software (English) - MDT2000CE-X Voice Dialer software for the MDT2000CE-X - English	04-03-0018-00.0	\$29.00
Voice Dialer Software (French) - MDT2000CE-X Voice Dialer software for the MDT2000CE-X - French	04-03-0019-00.0	\$29.00
Worker Safety Software - MDT2000E Worker Safety (Safety Check) software for the MDT2000E	04-03-0002-00.0	\$24.00
Worker Safety Software (English) - MDT2000CE-X Worker Safety (Safety Check) software for the MDT2000CE-X – English	04-03-0020-00.0	\$24.00
Worker Safety Software (French) - MDT2000CE-X Worker Safety (Safety Check) software for the MDT2000CE-X – French	04-03-0021-00.0	\$24.00

Portal Services

Portal Services - Increase in Reporting Frequency (per week) Temporary increase of reporting frequency to 1 minute, is ordered in addition to the customer's monthly standard package	06-01-0027-00.0	\$21.00
Portal Services - Locator Software Maintenance Program Annual subscription - OTA updates, reconfigurations, engineering support (up to 2 updates per year)	06-08-0003-00.0	\$24.50
Reporting - 5 Minute Updates Standard reporting solution	06-01-0004-00.0	\$20.30
Reporting – 30 seconds Updates	TBD	\$30.00
Reporting - 10 Min Updates + 1 hour Satellite - WT1900 Dual mode 10-min updates cell + 1-hour satellite	TBD	\$14.70
Reporting - 10 Minute Updates 15-minute updates - limited to long haul transport customers	06-01-0005-00.0	\$13.30
Reporting – 1 Update per day	TBD	\$9.00
Reporting - GPS Express Reporting 15-minute updates - limited to GPS Express kit customers	06-01-0007-00.0	\$13.30
Reporting - GPS Trailer Sentry Exceptions based reporting: On/off hook, Sentry automated update, GPS odometer	06-01-0008-00.0	\$8.40
Reporting - GPS Trailer Sentry Plus Trailer Sentry plus TravelStop and 1-hour updates	06-01-0009-00.0	\$12.60
Reporting - GPS Trailer Sentry Plus15 Trailer Sentry plus TravelStop and 15-minute updates	06-01-0015-00.0	\$16.80
Reporting - Personal Locator WT Personal Locator Monthly service fee for reporting - Default setting is every 5min/1km one record sent.	06-04-0017-00.0	\$13.99
Reporting - Quadrant Express Reporting 5-minute updates - limited to Quadrant Express promotion	06-01-0010-00.0	\$13.30
Reporting - Turn-by-Turn Updates	06-10-0002-00.0	\$48.30

Portal Options

Customer Branded Portal Replacing Quadrant logo with Customer logo in the upper left corner of the portal, Customer should supply the logo with the following dimensions: width="370" height="94"	06-19-0000-00.0	\$1,120.00
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Portal Options - Alerts - After Hrs Use Subscription	06-12-0001-00.0	\$0.70
Portal Options - Find Nearest Vehicle - No Routing <i>Find nearest vehicle option (FID 402) - does not include routing</i>	06-17-0008-00.0	\$0.00
Portal Options - Find Nearest Vehicle - Routing <i>Routing option - Find nearest vehicle with routing option (FID 425), cost per vehicle per month</i>	06-17-0009-00.0	\$0.70
Portal Options - HOS Summary - Remaining Hrs In Duty Cycle <i>FID 549 - Per vehicle per month</i>	06-01-0018-00.0	\$1.40
Portal Options - Messaging Center <i>500 text messages - overage: \$0.05/msg</i>	06-04-0002-00.0	\$7.00
Reporting - 1-wire Temp <i>Temperature Monitoring Kit reporting</i>	06-04-0013-00.0	\$4.90
Reporting - Driver Logs	06-04-0006-00.0	\$8.40
Reporting - Driver Performance - J1708/CANJ1939 <i>Requires WT6000/E, with J1708 enabled, and MDT or Locator Driver ID</i>	06-04-0015-00.0	\$4.90
Reporting - Driver Report Card and Score Card <i>FID 541 - Per vehicle per month</i>	06-04-0016-00.0	\$1.40
Reporting - Fuel Tax <i>For North America</i>	06-04-0005-00.0	\$8.40
Reporting - Telemetry - PTO Only <i>Up to 2500 PTO messages, or single door open/close</i>	06-04-0011-00.0	\$4.90
Reporting - Telemetry Center <i>Up to 5000 telemetry messages</i>	06-04-0003-00.0	\$7.00
Reporting - Transport Kit <i>Includes Portal, Driver Log, Forms, Messaging, Vehicle Maintenance, J1708 Or OBDII reporting</i>	06-04-0010-00.0	\$11.90
Reporting - Vehicle Performance - J1708 <i>Requires WT6000/E with J1708 enabled</i>	06-04-0009-00.0	\$4.90
Reporting - Vehicle Performance - OBDII/CANJ1979 <i>Vehicle diagnostics reporting</i>	06-04-0012-00.0	\$4.90

Activation

Activation - Additional SIM Activation <i>Activation of additional SIMs. Includes SIM.</i>	05-01-0011-00.0	\$36.00
Activation - California Smog Checks <i>Required for proper configuration of Locators and Quadrant to support California smog checks.</i>	05-10-0017-00.0	\$5.00
Activation - Data Pump <i>Optional data pump service add-on. Price is per vehicle.</i>	05-01-0008-00.0	\$24.00
Activation - deCarta Thick <i>Quadrant activation with deCarta thick client. Price is per vehicle.</i>	05-01-0039-00.0	\$24.00
Activation - deCarta Thin	05-01-0038-00.0	\$24.00

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Quadrant activation with deCarta thin client. Price is per vehicle.

Activation - deCarta Thin Express <i>Quadrant Express activation with deCarta thin client. Price is per vehicle.</i>	05-01-0040-00.0	\$24.00
Activation - Expedite <i>Expedite activations.</i>	05-01-0009-00.0	\$25.00
Activation - FIDs Activation Fee <i>Activation service fee for new Quadrant feature (FIDs).</i>	05-01-0035-00.0	\$15.00
Activation - Geofence Alert Report <i>Activation of Geofence Alert Report (FID 552). Price is per vehicle.</i>	05-01-0046-00.0	\$5.00
Activation - Google Mapping <i>Quadrant activation with Google client. Price is per vehicle.</i>	05-01-0036-00.0	\$24.00
Activation - J1708 Reporting <i>Includes J1708 only.</i>	05-01-0026-00.0	\$10.00
Activation - MapPoint Mapping <i>Quadrant activation with MapPoint client.</i>	05-01-0037-00.0	\$24.00
Activation - Mobile Forms	05-01-0007-00.0	\$24.00
Activation - OBDII Reporting <i>Required for OBDII vehicle performance monitoring.</i>	05-01-0018-00.0	\$10.00
Activation - Panic Button/Worker Safety Pendant <i>Panic Button / Worker Safety Pendant activation.</i>	05-01-0043-00.0	\$19.00
Activation - Personal Locator - Demo License Key - BlackBerry <i>Demo license key for activating Personal Locator on BlackBerry.</i>	05-11-0001-00.0	\$0.00
Activation - Personal Locator - Full License Key - BlackBerry <i>Full license key for activating Personal Locator on BlackBerry.</i>	05-11-0003-00.0	\$39.99
Activation - PLC ID Reporting <i>Required for PLC ID applications such as trailer / tractor tracking.</i>	05-01-0025-00.0	\$7.00
Activation - PPP Option Activation - WT7000E <i>Enable and activate serial port and PPP.</i>	05-01-0022-00.0	\$100.00
Activation - Quadrant Express deCarta <i>Quadrant Express activation with deCarta thick client. Price is per vehicle.</i>	05-01-0033-00.0	\$24.00
Activation - Quadrant Express Google <i>Quadrant Express activation with Google thin client. Price is per vehicle.</i>	05-01-0032-00.0	\$24.00
Activation - Quadrant Express MapPoint <i>Quadrant Express activation with MapPoint client. Price is per vehicle.</i>	05-01-0031-00.0	\$24.00
Activation - Quadrant Google Map with Find <i>Google thin client map account setup with search feature. Price is per vehicle.</i>	05-01-0028-00.0	\$10.00
Activation - Shift Set Up <i>Price is per vehicle.</i>	05-01-0045-00.0	\$2.00
Activation - Telemetry Center <i>Optional add-on.</i>	05-01-0005-00.0	\$19.00
Activation - Temp Monitoring Kit Reporting <i>Required for 1-wire Temperature Monitoring Kit.</i>	05-01-0024-00.0	\$10.00
Activation - Trailer Sentry <i>Includes standard portal and telemetry center.</i>	05-01-0023-00.0	\$24.00
Activation - Transport Kit <i>Includes portal, driver log, forms, messaging, vehicle maintenance, J1708 or OBDII activation. Required for options: portal, driver log, forms, messaging, vehicle maint., vehicle performance.</i>	05-01-0010-00.0	\$36.00
Activation - Vehicle Maint. Center / Odom. & Engine Hrs Report <i>Vehicle Maintenance Center and Odometer & Engine Hours Report activation.</i>	05-01-0041-00.0	\$10.00
Activation - Vehicle Scorecard	05-01-0044-00.0	\$10.00

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Price is per vehicle.

Activation - WebTech Mexico Portal <i>Mexico account activation in Spanish.</i>	05-01-0029-00.0	\$24.00
Activation - WebTech Portal <i>Standard account activation.</i>	05-01-0001-00.0	\$24.00
Activation - WT1900 Satellite Modem <i>Iridium network and portal activation.</i>	05-01-0004-00.0	\$45.00
De-Activation - Quadrant Portal <i>Portal deactivation.</i>	05-01-0030-00.0	\$0.00

Warranty

MDT Gold - 1 year Extension <i>Total 2 years Warranty</i>	09-00-0007-00.0	\$35.00
WT5000/6000 Locator Gold - 1 year Extension <i>Total 2 years Warranty</i>	09-00-0005-00.0	\$35.00
WT7000 Locator Gold - 1 year Extension <i>Total 2 years Warranty</i>	09-00-0009-00.0	\$35.00
Services - Firmware Upgrade - Locator - License Fee per Locator <i>For out of warranty units</i>	05-07-0003-00.0	\$25.00

Installation

Installation - Accelerometer Option - Hard Mount & Calibration <i>Mount to solid frame using screws (back straps if required). Price based on when installed at same time as WT7000.</i>	05-02-0036-00.0	\$40.00
Installation - Antenna - Roof Mount <i>Installation of roof mount (GSM or dual). Requires hole to be drilled for cable pass-through.</i>	05-02-0013-00.0	\$25.00
Installation - Custom Install <i>Pricing varies on requirements. Custom quote required.</i>	05-02-0005-00.0	\$199.00
Installation - Dash Mounted Accelerometer Event LED <i>Dash mounted (double-sided tape). Price based on installing LED at same time as WT7000.</i>	05-02-0037-00.0	\$20.00
Installation - Door Open Switch <i>Wide gap door sensor for trailers. Installation of Door Open Switch with cable wire run with protective loom.</i>	05-02-0029-00.0	\$50.00
Installation - Handsfree Voice Kit <i>Installation of dash mounted speaker and mic. Preferred mounting method uses drill holes. Strain relief connection to Locator or MDT.</i>	05-02-0021-00.0	\$60.00
Installation - Locator Driver ID Kit <i>Installation of Locator Driver ID reader and holder.</i>	05-02-0026-00.0	\$20.00
Installation - MDT <i>Dash mounted. Preferred mounting method uses drill holes. Price based on installing MDT at same time as Locator.</i>	05-02-0007-00.0	\$30.00
Installation - Panic Button - Remote <i>Receiver under dash mounted (wireless key fob).</i>	05-02-0020-00.0	\$35.00
Installation - Panic Button - Wired <i>Dash mounted using drill holes. Illuminated rocker switch.</i>	05-02-0018-00.0	\$10.00

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Installation - PLC Reader <i>Installation of PLC Reader.</i>	05-02-0016-00.0	\$30.00
Installation - PLC Tag <i>Installation of PLC Tag.</i>	05-02-0030-00.0	\$30.00
Installation - Self Installer Qualification Program <i>Over the phone qualification program for self installers. Up to 3 installers / up to 3 hrs total qualification time.</i>	05-02-0035-00.0	\$500.00
Installation - Standard (with multiple vehicle install) <i>Standard installation for passenger car, van and light duty trucks.</i>	05-02-0001-00.0	\$85.00
Installation Trip Charge for single vehicles installation <i>Standard installation for passenger car, van and light duty trucks.</i>	TBD	\$60.00
Installation - Telemetry - Cables > 3m <i>Required for extra cable runs. Price is based on every 3m. Includes wire and protective loom.</i>	05-02-0025-00.0	\$25.00
Installation - Telemetry - In-Cab <i>Installation of telemetry options such as starter disable, door triggers, PTO (with standard ON-switch and light, or an air switch installed by customers' certified mechanic. Not applicable to trailers.</i>	05-02-0022-00.0	\$40.00
Installation - Telemetry - PTO External to Cab <i>Interface to a go-to-ground switch on the trans/PTO. No interfacing is possible to a pulsed or active circuit.</i>	05-02-0024-00.0	\$100.00
Installation - Telemetry - PTO Internal to Cab <i>Interface to a go-to-ground switch on the trans/PTO. No interfacing is possible to a pulsed or active circuit.</i>	05-02-0023-00.0	\$60.00
Installation - Temp - Additional Zones Trailer or Truck <i>Installation of temperature probes in additional zones. Price based on when installed at same time as Temp Kit.</i>	05-02-0033-00.0	\$30.00
Installation - Temp - One Zone Trailer <i>For reefer trailers and straight trucks. Includes first zone.</i>	05-02-0032-00.0	\$100.00
Installation - Temp - One Zone Truck <i>For trucks with attached reefers. Includes first zone.</i>	05-02-0027-00.0	\$60.00
Installation - Tractor <i>For tractor and heavy duty trucks. Roof-mounted standard GPS cable via marker light.</i>	05-02-0009-00.0	\$100.00
Installation - Trailer - Chassis <i>For trailer chassis. Bolster-mounted GPS.</i>	05-02-0012-00.0	\$180.00
Installation - Trailer - Fibreglass <i>Installation for dry with fiberglass roof or reefer with fiberglass housing.</i>	05-02-0011-00.0	\$110.00
Installation - Trailer - Flatbed <i>Installation for flatbeds.</i>	05-02-0034-00.0	\$180.00
Installation - Trailer - Metal <i>Installation for dry with metal roof or reefer with metal housing.</i>	05-02-0010-00.0	\$100.00
Installation - Vehicle Diagnostics - J1708 <i>Installation of J1708 interface. Price based on when installed at same time as Locator.</i>	05-02-0015-00.0	\$25.00
Installation - Vehicle Diagnostics - OBDII <i>Installation of OBDII interface. Price based on when installed at same time as Locator.</i>	05-02-0014-00.0	\$25.00
Installation - WT1700 <i>Installation of Bluetooth WT1700. Price based on when installed at same time as Locator.</i>	05-02-0017-00.0	\$30.00
Installation - WT1900 <i>Installation of satellite WT1900. Price based on when installed at same time as Locator.</i>	05-02-0019-00.0	\$90.00
De-Installation - Locator & Antenna <i>(trip charge of \$75 applies when less than 2 at one time)</i>	TBD	\$55.00

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3rd Party Services

Iridium 0K Data Plan - WT1900 <i>No data included. Plus \$1.50 / kilobyte usage.</i>	06-15-0001-00.0	\$15.00
Iridium 12K Data Plan - WT1900 <i>12 kilobytes included (~200 records) \$1.50 / KB overage.</i>	06-15-0002-00.0	\$22.00

Others

Telemetry Test Kit - Jig Box <i>For development testing. Telemetry test jig box for Locators. Includes telemetry test box and 12V wall adaptor.</i>	03-15-0001-00.0	\$356.00
Custom Map Development <i>If business requirements necessitate a customized map solution, such as municipalities or other government organizations, WebTech Wireless is able to integrate GIS data with Quadrant's robust, real-time monitoring and control features. Our Solutions Engineering and Development experts are able to build a customized interface to meet your needs. Requirements assessment, development, Quality Assurance and support is provided. Please contact for Quotation</i>	05-05-0034-00.0	\$0.00
Custom Report Development <i>If you require your report information to be displayed in a specific way and we do not already offer a report that meets your needs, we can build a new report or customize an existing report. Requirement assessment, design specifications (provided to the customer) and development time are included. Please contact for Quotation</i>	05-05-0033-00.0	\$0.00
Data Interface Requirements Assessment (ASP) <i>Solutions Engineers review existing systems to identify interface requirements, then recommend the best API's and implementation process to establish the required data flow. A requirements specification of data interface requirements for further development is also provided.</i>	05-05-0026-00.0	\$1,600.00
Data Interface Requirements Assessment (Enterprise) <i>Solutions Engineers review existing systems to identify interface requirements, then recommend the best API's and implementation process to establish the required data flow. A requirements specification of data interface requirements for further development is also provided.</i>	05-05-0027-00.0	\$2,500.00
Data Pump Development Kit and operations support <i>One time fee, Includes: First 50 vehicles activation (at one time), Data Pump simulator, Documentation and sample codes, two and half day of implementation support (Net. Ops support), 4 hours of Technical support. Additional support: Professional services hourly support fees will be applied</i>	05-09-0006-00.0	\$5,000.00
Data Pump start up kit (Requires director's approval) <i>Includes: First 50 vehicles activation (at one time), Documentation, Data Pump simulator, 4 hours of presales and Technical support. Additional support: Professional services hourly support fees will be applied</i>	05-09-0007-00.0	\$1,500.00
Driver Administration <i>We register Driver names in Quadrant, create logins for the Mobile Data Terminal and associate logins with vehicles. Register drivers in Quadrant, \$500 per 100 drivers.</i>	05-05-0029-00.0	\$500.00
Electronic Forms Design for the Mobile Data Terminal <i>Design form for MDT, \$500 per form</i>	05-05-0028-00.0	\$500.00
Extended Driver ID Support <i>Large flash memory on the locator is required, Loaded as a file to the flash memory - Customer should supply the txt file in the correct format. There is a charge for set up (\$500) and also a \$10 fee per vehicle to upload (Contact WebTech for details)</i>	05-05-0035-00.0	\$10.00
Extended Geofence Support <i>Large flash memory on the locator is required, Loaded as a file to the flash memory - Customer should supply the txt file in the correct format. There is a charge for set up (\$500) and also a \$10 fee per vehicle to upload (Contact WebTech for details)</i>	05-05-0006-00.0	\$10.00
Group Administration <i>We create groups of vehicles (or drivers) for streamlining of administrative tasks and fleet management views. Create groups of vehicle in Quadrant, \$500 per 100 vehicles or drivers</i>	05-05-0030-00.0	\$500.00
Installation Coordination <i>Installation coordination reduces costs associated with scheduling installation of hardware and keeps your fleet at</i>	05-05-0025-00.0	\$10.00

WebTech Wireless MSR Price List for City of Chicago

All Prices in US Dollars

NOTE: All prices and discount structures are CONFIDENTIAL and are subject to change without notice
 maximum activity by reducing the amount of time required for installation. Our Installation
 Project Manager works

with the installers to set the organize the installation process, verify quantity installed and
 install standards for each
 vehicle. \$10 per Locator / minimum 100 Locators / per location (city)

Installer Qualification

For customers who want to perform their own installations of WebTech Wireless hardware,
 our over-the-phone qualification process with our Installation Specialists ensures on-site
 technicians have the necessary skills required for optimal hardware functioning. Up to 3
 installers / up to 3 hours total qualification time

05-05-0024-00.0 \$500.00

Level 1 Technical Support Training Program

This 4-day, intensive, customized program trains Technical Support personnel to assess
 call requirements, troubleshoot top issues, and deploy corrective action. The results are
 competent Technical Support personnel who can: create and modify user accounts; test
 and troubleshoot Locator functionality; perform over-the-air
 configurations; and more. Instructor attends at customer site, up to 10 participants.

05-05-0031-00.0 \$15,000.00

Level 2 Enterprise Operations Training Program

In this program, IT Specialists learn how to install, configure and support Quadrant
 Enterprise. The focus is hands-on practice with WebTech Wireless Operations Specialists
 of routine procedures required for optimal system functioning, including daily, weekly and
 monthly tasks. Tasks learned include: operations procedures and troubleshooting; creating
 server backups: starting and stopping Quadrant; monitoring server statistics; archiving
 procedures; escalating issues. Instructor attends at customer site, up to 10 participants.

05-05-0032-00.0 \$15,000.00

Product Configuration (ASP)

Save time and money by accurately analyzing and assessing critical business
 requirements and existing data and ensuring the right solution is selected. We verify your
 reporting requirements, review all product selections, and produce accurate configuration
 files for manufacturing. Up to 2 hours

05-05-0022-00.0 \$500.00

Product Configuration (Enterprise)

Save time and money by accurately analyzing and assessing critical business
 requirements and existing data and ensuring the right solution is selected. We verify your
 reporting requirements,
 review all product selections, and produce accurate configuration files for manufacturing.
 Call for Quote.

05-05-0023-00.0 \$0.00

Service - Rule De-Activation

Subscription rules de-activation

05-01-0013-00.0 \$29.00

Service - Rule Re-Activation

Subscription rules re-activation

05-01-0012-00.0 \$10.00

Services - 1 Mo. Data History Restore - ADDITIONAL 10 vehicles

Restore Vehicle History for additional 10 vehicles. Priced per month period.

05-13-0002-00.0 \$75.00

Services - 1 Mo. Data History Restore - FIRST 10 vehicles

Restore Vehicle History for up to 10 vehicles. Priced per month period. COMPLETE
 WITHIN 3 DAYS.

05-13-0001-00.0 \$380.00

Services - Business Analyst (daily rate)

Professional Services- hourly rate:\$160, Daily rate:\$1,280

05-05-0011-00.0 \$1,280.00

Services - Data History Restore - 24hour EXPEDITE FEE

Restore complete within 24 hours

05-13-0003-00.0 \$300.00

Services - Firmware Upgrade (OTA) - Locator, MDT or Gateway

Professional service - Over the air firmware upgrade

05-07-0001-00.0 \$50.00

Services - Installation Specialist (daily rate)

Professional Services- hourly rate:\$130, Daily rate:\$1,040

05-05-0007-00.0 \$1,040.00

Services - Level 1 Technician (daily rate)

Professional Services- hourly rate:\$130, Daily rate:\$1,040

05-05-0004-00.0 \$1,040.00

Services - Level 2 Technical Support (daily rate)

Professional Services- hourly rate:\$160, Daily rate:\$1,280

05-05-0012-00.0 \$1,280.00

Services - Level 3 Technologist (daily rate)

Professional Services- hourly rate:\$200, Daily rate:\$1,600

05-05-0015-00.0 \$1,600.00

Services - Network Operations Engineering (daily rate)

Professional Services- hourly rate:\$200, Daily rate:\$1,600

05-05-0016-00.0 \$1,600.00

WebTech Wireless MSR Price List for City of Chicago

All Prices in US Dollars

NOTE: All prices and discount structures are CONFIDENTIAL and are subject to change without notice

Services - Program Manager (daily rate) <i>Professional Services- hourly rate:\$250, Daily rate:\$2,000</i>	05-05-0020-00.0	\$2,000.00
Services - Programmer /Engineer (daily rate) <i>Professional Services- hourly rate:\$200, Daily rate:\$1,600</i>	05-05-0017-00.0	\$1,600.00
Services - Project Administrator (daily rate) <i>Professional Services- hourly rate:\$130, Daily rate:\$1,040</i>	05-05-0008-00.0	\$1,040.00
Services - Project Manager (daily rate) <i>Professional Services- hourly rate:\$200, Daily rate:\$1,600</i>	05-05-0018-00.0	\$1,600.00
Services - Quality Assurance Specialist (daily rate) <i>Professional Services- hourly rate:\$200, Daily rate:\$1,600</i>	05-05-0014-00.0	\$1,600.00
Services - Solution Engineer (daily rate) <i>Professional Services- hourly rate:\$200, Daily rate:\$1,600</i>	05-05-0019-00.0	\$1,600.00
Services - Solution Specialist (daily rate) <i>Professional Services- hourly rate:\$160, Daily rate:\$1,280</i>	05-05-0013-00.0	\$1,280.00
Services - System Architect, Design (daily rate) <i>Professional Services- hourly rate:\$250, Daily rate:\$2,000</i>	05-05-0021-00.0	\$2,000.00
Services - Technical Writer (daily rate) <i>Professional Services- hourly rate:\$130, Daily rate:\$1,040</i>	05-05-0009-00.0	\$1,040.00
Training - A - Intro to Quadrant (2 hours online) <i>On line - up to 4 participants</i>	05-06-0006-00.0	\$500.00
Training - B - Certified Quadrant Dispatcher (1 day onsite) <i>Up to 10 participants - one day - travel expenses extra</i>	05-06-0007-00.0	\$2,500.00
Training - C - Certified Quadrant Driver Program (1 day onsite) <i>Up to 10 participants - one day - travel expenses extra</i>	05-06-0011-00.0	\$2,500.00
Training - D - Installation Training Course (1 day onsite) <i>WebTech Wireless Installation Training Course fee per day, travel expenses extra</i>	05-06-0001-00.0	\$2,500.00
Training - E - Additional Days <i>Additional days added to any training program B, C or D</i>	05-06-0015-00.0	\$2,000.00

InterFleet In-Vehicle Devices

InterFleet MDU with Dead Reckoning	TBD	\$517.50
Dual Mode Antenna	TBD	\$115.00
Speed Signal Conditioner	TBD	\$120.00
Dead Reckoning Cable	TBD	\$50.00
DB25-15 Wire Cable	TBD	\$50.00

Optional Devices

InterFleet ECM (Heavy Duty Vehicles)	TBD	\$219.99
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WebTech Wireless MSR Price List for City of Chicago

All Prices in US Dollars

NOTE: All prices and discount structures are CONFIDENTIAL and are subject to change without notice

ChargeGuard (for ensuring power on for 1 hr. after ignition off)	TBD	\$130.00
Spreader Controller Interface Cable	TBD	\$50.00
Hydraulic Pressure Sensors (Plow up/down or Wing up/down)	TBD	\$250.00

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

Name of Project/Contract: _____
 Specification Number: _____

From: AC Enterprises Inc.
(Name of MBE/WBE Firm)
dba Teamworks

MBE: Yes No _____
 WBE: Yes No _____

To: WebTech Wireless Inc. and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

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

Sole Proprietor Corporation
 Partnership 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 April 6, 2007 to 04/1, 2012 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:

Computer consulting services, Project Management,
Quality Assurance, Computer support services.


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

MBE & WBE - 10.5%
NET 30 DAYS

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.

Jean Mulder
(Signature of Owner or Authorized Agent)
JEAN MULDER, PRINCIPAL
Name / Title (Print)
November 19, 2009
Date
312-819-8888
Phone

 CITY OF CHICAGO
OFFICE OF COMPLIANCE

From:	City of Chicago	Date:	11/3/2009 5:55:10 AM
To:	Alo Enterprises, Inc. D/b/a/ Alo Teamwerks, Inc. Allison Chung	Fax:	(312) 819-0887
		Phone:	(312) 819-8888

Allison Chung
Alo Enterprises, Inc. D/b/a/ Alo Teamwerks, Inc.
111 East Wacker Drive #1200 Chicago, IL 60601-4203

Dear Allison Chung:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting Alo Enterprises, Inc. D/b/a/ Alo Teamwerks, Inc. a courtesy extension of your Women Business Enterprise (WBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for Alo Enterprises, Inc. D/b/a/ Alo Teamwerks, Inc. will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Women Business Enterprise (WBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago
Office of Compliance
333 State Street, Suite 540
Chicago, IL 60604
Telephone: 312-747-7778
Email: Integrity@cityofchicago.com

Sincerely,



Mary Elliott
Acting Managing Deputy
City of Chicago Office of Compliance

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

Contract Name WebTech Wireless
Specification No. WE319

State of British Columbia, Canada
County (City) of Burnaby

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

WebTech Wireless Inc.
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:

- Name of MBE/WBE: AIC Enterprises Inc d/b/a AIC Teamworks
Address: 111 East Wacker Drive - Suite 1200
Contact Person: Alison Chung Phone: (312) 819-8888
Dollar Amount Participation \$ TBD (based on dollar amount by COC)
Percent Amount of Participation: 16.5 %
Schedule C-1 attached? Yes X No _____ *

* (see next page)

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

2. Name of MBE/WBE: _____
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: _____
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:

A. *MBE Proposal*

1. MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent Amount
<i>ALC Enterprises, Inc d/b/a</i>	<i>\$ TBD</i>	<i>16.5 %</i>
<i>ALC Terminals Inc.</i>	\$	%
	\$	%
	\$	%
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	\$	

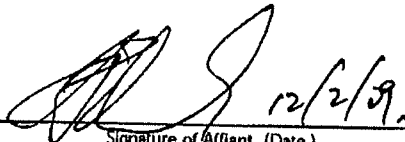
SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

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: Scott Edwards, CFO Phone Number: (604) 419-8135

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.




Signature of Affiant (Date)

^{Province}
State of BRITISH COLUMBIA
County of CANADA

This Instrument was acknowledged before me on December 2 2005 (date)

by _____ (name /s of person/s)
as MICHAEL J. STEVEN
BARRISTER & SOLICITOR (type of authority, e.g., officer, trustee, etc.)
300 - 5687 YEW STREET
of VANCOUVER, B.C. V6M 3Y2 (name of party on behalf of whom Instrument was
TELEPHONE: 263-2565 executed).



Signature of Notary Public

(Seal)

MICHAEL J. STEVEN
BARRISTER & SOLICITOR
300 - 5687 YEW STREET
VANCOUVER, B.C. V6M 3Y2
TELEPHONE: 263-2565

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

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

WebTech Wireless Inc

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party:

Suite 215 - 4299 Canada Way
Burnaby, BC V5G 1H3

C. Telephone: 604-434-7537 Fax: 604-434-5270 Email: tbaychuk@webtechwireless.com

D. Name of contact person: Joe Baychuk

E. Federal Employer Identification No. (if you have one): 98-0361004

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Provision of locator devices and services

G. Which City agency or department is requesting this EDS? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # 42819 and Contract # 15230

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|--|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input checked="" type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

British Columbia, Canada

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

Attached as "Schedule A"

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf. N/A

Name	Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
 - any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities, and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity);
- with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

WebTech Wireless Inc.
(Print or type name of Disclosing Party)

Date: 12/2/09

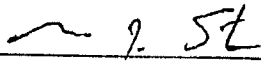
By:


(sign here)

Scott Edmonds
(Print or type name of person signing)

CFO
(Print or type title of person signing)

Signed and sworn to before me on (date) December 2 2009, by SCOTT EDMONDS,
at Vancouver 2 County, B.C., CANADA (state).

 Notary Public.

Commission expires: N/A

MICHAEL J. STEVEN
BARRISTER & SOLICITOR
300-5687 YEW STREET
VANCOUVER, B.C. V6M 3Y2
TELEPHONE: 263-2565

MICHAEL J. STEVEN
BARRISTER & SOLICITOR



City of Chicago
Richard M. Daley, Mayor

Department of Innovation and
Technology

Hardik Bhatt
Chief Information Officer

Suite 2700
50 West Washington Street
Chicago, Illinois 60602
(312) 744-5844
(312) 744-9004 (FAX)

<http://www.cityofchicago.org>

Memo

To: Jamie Rhee
Department of Procurement Services
Chief Procurement Officer

From: Hardik Bhatt
Department of Innovation and Technology
Chief Information Officer

HB for HBhatt

Date: March 30, 2010

Re: Sole Source Extension/Amendment Request of WebTech Contract

The Department of Innovation and Technology (DoIT) is requesting time on the April 6, 2010 Non-Competitive Procurement Review Board agenda to exercise its option for a two year WebTech Wireless contract extension and contract amendment to add new products to the list of services available from WebTech Wireless. Justification for the non-competitive procurement request is attached. The WebTech Wireless contract for GPS units will expire in September, 2010.

The contract is greatly needed by DoIT at this time to allow timely purchase of a renegotiated license arrangement and support structure to save the City considerable annual cost. This software license and services along with newer GPS device products will make the City more cost effective and provide a roadmap for continual GPS growth.

Under the prior agreement, the MBE/WBE clause was waived as it was determined that it was impractical for direct participation of MBE/WBE vendor usage on this contract as WebTech Wireless products and services are designed, developed and delivered by internal staff members requiring specific skills. Additionally it is not practical to use indirect participation because as an international company, WebTech Wireless contracts internationally for goods and services that they require locally.

Any additional questions in this regard should be directed to Larry Hanson 744-4393 or Judy Mims at 742-1817. Thank you.

cc: Judy Mims/DoIT
Larry Hanson/DoIT





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215-4299 Canada Way
Burnaby, BC
Canada V5G 1H3
Telephone: 604 434 7337
Facsimile: 604 434 5270
www.webtechwireless.com

March 29, 2010

Mr. Lawrence D. Hanson
Deputy CIO
Department of Innovation and Technology
Geographic Information Systems
Daley Center, Room 2700
50 West Washington Street
Chicago Illinois, 60602

Re: Quadrant Enterprise Systems Summary

Dear Larry,

WebTech Wireless very much appreciates the continued support for and use of our AVL technology by the City of Chicago. As per recent meetings and conference calls, notwithstanding information provided in the written proposals, I am happy to summarize the cornerstone pieces we agreed upon related to the system procurement at hand.

With the acquisition of Interfleet/Grey Island, WebTech Wireless can now provide AVL systems across an even broader use-base. With systems servicing the City's regular fleet requirements, now we have the market leading Winter Maintenance system available to us, as well as perhaps for futures, with the NextBus System, a Public Transit solution utilized in 5 of the top 10 North American Public Transit markets today.

As discussed in addition through the Interfleet/Grey Island acquisition, we have a corporate relationship with Northrop Grumman beyond the City of Chicago, a further leverage point as it relates to future integration plans for GPS/AVL services at the City.

Regarding the winter maintenance, a limited pilot with the present Interfleet system will be utilized to establish requirements going forward. Paperwork for this has already been established with Interfleet and units are in place for testing.



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The summary and main items making up the new system (in US Dollars):

- Quadrant Enterprise License
 - o Up to 3000 vehicles on WebTech locators \$ 380,000
 - o Annual Software maintenance 22% of License Cost or \$ 83,600
- Annual DeCarta license \$ 13,333 – based on 2500 vehicles. May be prorated for the actual number of vehicles supported.
 - o Mapping assumes City of Chicago will be covered by its/the state's NavTec license
 - o DeCarta licensing needed for reverse geocoding and map display for geofence management
- Server hardware of the portion of the existing cluster dedicated to CoC – as is purchase
 - o \$ 50,000
- Monthly Quadrant cluster hosting and operations support
 - o \$ 10,000 / month or \$ 120,000 annually
- Project Management, Professional Services, Training and Implementation
 - o Est. \$ 60,000
- Gold plan for locator hardware (total quantity to be determined)
 - o \$ 35.00 per locator
 - o Includes repairs to stock at WEW depot, est. 170 units to be repaired and returned to the City of Chicago

In closing, WebTech Wireless believes the above provides the significant cost savings you were tasking us with, yet providing a secure path with tremendous a-cross city leverage going forward.

Please do not hesitate to contact Richard Estenson or myself any time.

With best regards,

Harald Fritz
Sen. Dir. Government and Service Fleet Sales
WebTech Wireless Inc.
hfritz@webtechwireless.com
1 866 287-0135 x317

Xerox WorkCentre Pro Network Scanning Confirmation Report

XEROX

Job Details:

Job Information

Device Name: WCP2654thfloororth
Submission Date: 04/15/10
Submission Time: 12:55 PM

Template Information

Name: default
Owner: _____
Description: _____

File Settings

Format: PDF
Images Filed: 0
Bytes Filed: 0

Scan Settings

Images Scanned: 0
Original Type: MIXED
Original Size: AUTO
Auto Exposure: LEAD_EDGE
Lighten/Darken: 4
Contrast: 4
Sharpness: 4
Sides Imaged: ONE SIDED
Resolution: RES 300 x 300
Bits per Pixel: 1
Output Color: BLACK_AND_WHITE
Compression Quality: 128
Compression: MRC_2LAYER_MULTI

Job Status:

0 out of 1 filed successfully.

Destination 1:
Status:..... FAILED
Status Details: Scan image transfer failure.
Friendly Name: wcp55scans
Server Name: 0.0.0.0:139
Path: \\cw_scan\data\system\public\
Protocol: SMB
Filing Policy: NEW_AUTO_GENERATE
Document Name:

Destination 2:
Status:.....
Status Details:
Friendly Name:
Server Name:
Path:
Protocol:
Filing Policy:
Document Name:

Destination 3:
Status:.....
Status Details:
Friendly Name:
Server Name:
Path:
Protocol:
Filing Policy:
Document Name:

Destination 4:
Status:.....
Status Details:
Friendly Name:
Server Name:
Path:
Protocol:
Filing Policy:
Document Name:

Destination 5:
Status:.....
Status Details:
Friendly Name:
Server Name:
Path:
Protocol:
Filing Policy:
Document Name:

Destination 6:
Status:.....
Status Details:
Friendly Name:
Server Name:
Path:
Protocol:
Filing Policy:
Document Name: