

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered: 7/1/11 – 6/30/12	Contract No.: 711-10728	Master Blanket: N/A
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Awarded Vendor:

Jet Net, LLC
101 First Street, 2nd Floor
Utica, NY 13501

Delivery: 3 Days
Payment Terms: Net 30

Attn: Paul Cardarelli
315-797-4420
Fax 315-797-4798
Email: paul@jetnet.com

Insurance Coverage Required: Yes No
Authorized for Purchases: Under \$25,000 Over
Extension Options: Yes No Years: 3, 1 year extensions

AIRCRAFT OWNER INFORMATION SERVICES

Aircraft Owner Information Services, \$ 175.00 / month
Aerodex Subscription

Department Contract Co-Ordinator: Florence Straugh, Executive Airport, (954) 828-4978

Procurement Specialist: Richard Ewell, CPPB

THIS AGREEMENT, made and entered into this 25 day of MAY, 2011, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Jetnet, L.L.C., a New York Limited Liability Company ("Contractor" or "Company"), whose address and phone are 101 First Street, 2nd Floor, Utica, NY 13501, Phone 315-797-4420, Fax: 315-797-4798, Email: paul@jetnet.com

WHEREAS, the City issued Invitation to Bid Number 711-10728 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on May 4, 2011, the Procurement Services Director of the City of Fort Lauderdale, as designee of the City Manager, approved an agreement with Contractor for the goods or services described in the ITB pursuant to Section 2-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City aircraft owner information services in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning July 1, 2011 and ending June 30, 2012.

2. This contract form G-110 Rev. 01/10, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

- First, this contract form, G-110 Rev. 01/10;
- Second, any and all addenda to the City's ITB in reverse chronological order;
- Third, the ITB;
- Fourth, the Contractor's response to any addendum requiring a response;
- Fifth, the Contractor's response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

6. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
Director of Procurement Services

ATTEST

CONTRACTOR

By: _____

By: [Signature]

Print Name: _____

Print Name: Tony Esposito

Title: managing member
(If not managing member of limited liability company please attach proof of authorization to sign)

(CORPORATE SEAL)

STATE OF New York
COUNTY OF ONEIDA

The foregoing instrument was acknowledged before me this 17th day of May, 2011, by TONY ESPOSITO as (title): MANAGING MEMBER for Jetnet, L.L.C., a New York Limited Liability Company

(SEAL)

[Signature]
Notary Public, State of AMY LOPEZ
(Signature of Notary Public)
Reg. #01LO6091458
Qualified in Oneida County
My Commission Expires April 28, 2015

Amy Lopez

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

AMY LOPEZ
Notary Public, State of New York
Reg. #01LO6091458
Qualified in Oneida County
My Commission Expires April 28, 2015

CONTRACT COPY

JETNET LLC

Bid Contact **Paul Cardarelli**
paul@jetnet.com
Ph 315-797-4420

Address **101 First Street, 2nd Floor**
Utica, NY 13501

Supplier Code 00018987

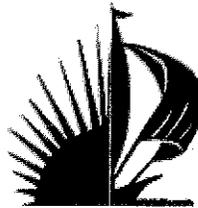
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
711-10728--01-01	Aircraft Owner Information Services	<p>Supplier Product Code: Aerodex subscription Frequency of Updates?: Once per month</p> <p>Supplier Notes: Subscription to JETNET's AERODEX service: - Business Jet Database - Once monthly updates - Web based Evolution interface - Includes access on up to three (3) PC's of the Ft. Lauderdale Executive Airport authority. - Assumes all terms of Customer's original agreement with JETNET References: Customer Contract: # 762-9369 JETNET agreement: PEC, dated June 30, 2006.</p> <p>12-Month Subscription Term Advance Payment Rate: \$2100.00.</p> <p>New Term start Date: July 1, 2011</p>	First Offer - \$175.00	12 / month	\$2,100.00	Y

Supplier Total **\$2,100.00**

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

711-10728

Aircraft Owner Information Services



CITY OF FORT LAUDERDALE

Richard Ewell

954-828-5138

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Paul E. Cardarelli 04/25/2011**
(signature) (date)

Name (printed): **Paul E. Cardarelli** Title: **Director of Sales & Marketing**

Company: (Legal Registration) **JETNET LLC**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: **101 First Street, 2nd Floor**

City: **Utica** State: **NY** Zip: **13501**

Telephone No. **315-797-4420** FAX No. **315-797-4798**

Email: **paul@jetnet.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **3**

Payment Terms (section 1.03): **Due upon inception of agreement**

Total Bid Discount (section 1.04): **N/A**

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope

of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances: **3. CONFIDENTIALITY. Customer acknowledges that the data supplied to it by JETNET is the property of JETNET, and to the extent it constitutes a trade secret under Florida law, confidential. Customer agrees that it shall not, in any form, transfer any information or computer data received by it from JETNET, to the extent such information or computer data constitutes trade secrets pursuant to Florida law or are otherwise exempt from the Florida public records law, to any third party whether such transfer is for consideration or not,. Customer agrees that it shall not copy the information or computer data received by it from JETNET to the extent such information or computer data constitutes a trade secret pursuant to Florida law or is otherwise exempt from the Florida public records law. Customer agrees that, in the event of a breach of this provision by the Customer, JETNET shall be entitled to immediately terminate service to Customer and may petition a court of competent jurisdiction for monetary damages or injunctive relief as may be appropriate. Except as otherwise determined by a court of competent jurisdiction, the CITY's determination of whether the information or data constitutes a trade secret or is otherwise exempt from the Florida public records law shall be final.**

revised 3-23-10