



Contract No.: 793-10322

Agreement to Supply: WEB-BASED ONLINE FLIGHT TRACKING SERVICES

This agreement, made and entered into this the 23 day of October, 2009, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and name of Contractor:

Name: Passur Aerospace, Inc.

Address: 35
36 Orville Drive City: Bohemia State: NY Zip: 11716

A Corporation A Partnership An Individual Other: _____

hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did issue an Invitation to Bid (ITB) for supplying the requirements of the City for the items and/or service listed above, and the Contractor submitted a bid that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: N/A

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

1. The Company agrees to provide to the City web-based online flight tracking services, during the period beginning 10/23/09 and ending 10/22/10 for the requirements listed above and according to the following specifications, terms, covenants and conditions:

- a. The Invitation to Bid containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of ITB Number **793-10322** and the Contractor's proposal in response, form a part of this contract and by reference are made a part hereof.
- b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:
 - 1) This contract Form G-110, Rev. 12/00
 - 2) The City's ITB and all addenda thereto
 - 3) Contractor's proposal in response to the City's ITB

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

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

e. Tax Exempt: State Sales Tax (85-8013875578C-1) are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

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

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

The second sentence of the first paragraph of Section 05 of Part I of the ITB is amended and restated to provide as follows: "The City reserves the right to extend the contract for one additional one-year term providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the City." "Contract Renewal **3 annual renewals**" on Page 2 of the ITB is amended and restated to provide "**1 annual renewal**." Any extension of this Contract shall exclude Item No. 793-10322-1-01, to wit: one-time setup cost, of the ITB.

3. Contract Summary:

a. Attachments:

Passur Aerospace, Inc.'s response to the ITB and a copy of the ITB document.

b. Payment Terms: **In accordance with the ITB**

c. Delivery: **In accordance with the ITB**

d. Insurance: Yes No

e. Performance Bond/Letter of Credit: Yes No

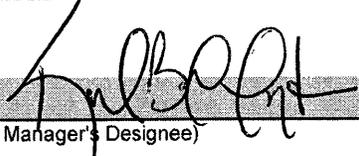
f. Procurement Specialist's Initials: **RE**

4. Contractor's Phone Numbers: Office: **203-622-4086/203-832-4222** Fax: **203-629-2970**

5. Contractor Contact: **Chelsey Collaro**

6. Contractor's E-Mail Address: **chelsey@passur.com** Website: **www.passur.com**

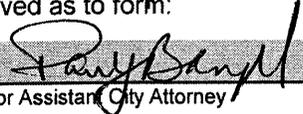
City of Fort Lauderdale

By: 
Director of Procurement Services (City Manager's Designee)

Date: **10/23/09**

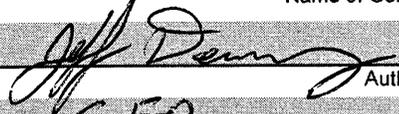
KIRK BUFFINGTON, CPPO, C.P.M., MBA
DIRECTOR OF PROCUREMENT SERVICES

Approved as to form:


Senior Assistant City Attorney

Contractor/Vendor

JEFF DEANEY
Name of Company Officer (please type or print)

By: 
Authorized Officer's Signature

Title: **CFO**

Date: **10-19-09**

Attest: _____
Signature of Secretary

Secretary (please type or print)

CONTRACT COPY

PASSUR Aerospace

Bid Contact **Chelsey Collaro**
chelsey@passur.com
Ph 203-832-4222
Fax 203-629-2970

Address **35 Orville Dr.**
Bohemia, NY 11716

Item #	Line Item Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
793-10322-1-01	One-time Setup Cost Supplier Product Code: Product Name:: AirportMonitor Setup Cost	First Offer - \$1,000.00	1 / each	\$1,000.00	Y	Y
793-10322-1-02	Monthly Service Cost Supplier Product Code: Product Name:: AirportMonitor	First Offer - \$1,000.00	12 / month	\$12,000.00	Y	Y
793-10322-1-03	Additional Service Options			No Bids		

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Item: **One-time Setup Cost**

Attachments

Description of software setup fee.doc



Description of software setup fee:

The software setup fee includes:

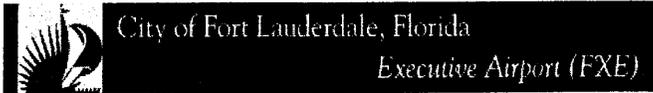
- All configuration of AirportMonitor software for FXE Airport
- Customization of AirportMonitor GUI to reflect FXE identity (logo, etc.)
- Set up of web server, and link to FXE website
- Training of airport staff

PASSUR Aerospace

Item: **Monthly Service Cost**

Attachments

FXE PASSUR Web Flight Tracking RFP_07-16-09.doc



**PASSUR Aerospace Response to Bid 793-10322
Web-based Online Flight Tracking
City of Fort Lauderdale, Fort Lauderdale Executive
Airport**



Executive Offices
47 Arch Street
Greenwich, CT 06830
203.622.4086: tel
203.629.2970: fax

Research/Production
35-1 Orville Drive
Bohemia, NY 11716
631.589.6800: tel
631.589.6858: fax

Overview

PASSUR® Aerospace is pleased to provide this proposal in response to The City of Fort Lauderdale's request for bids to provide a Web-based online flight tracking system.

PASSUR's proposal is built around several key elements, all of which have a longstanding proven track record in the areas of aircraft operations tracking, analysis and display

The PASSUR Radar Network and Database

There are more than 100 PASSUR radar systems installed throughout the United States, Canada, Europe and Asia, including the top 35 US airports. There is an existing PASSUR system already serving Fort Lauderdale Executive Airport. The PASSUR radar systems processes multiple radar formats, including Modes A, C and S; ASD-B; ACARS; and ASDE-X. The PASSUR database integrates these PASSUR surveillance signals with additional live aviation data sets into a single integrated database, from which are provided PASSUR information, analytics, and decision support tools.

PASSUR Flight Tracking

PASSUR precision flight tracks and airspace visualization are the result of the system's 4.6 second data update rate and proprietary track smoothing algorithms. The result is a flight track which is a precise representation of the aircraft's exact location and movement, as well as a complete representation of the current Air Traffic conditions.

PASSUR Web Software – AirportMonitor™

AirportMonitor has been PASSUR's public-facing software for airport noise and public affairs offices since 2002. It is a proven and widely-used program which delivers the exact capabilities outlined in this RFP.

Single Source for consistency and standardization

The fact that AirportMonitor is built on the same data system as that which currently feeds FXE's noise operations monitoring system means that the airport can count on a consistent and standardized record of flight operations between the public web-based application and the airport's internal noise management system.

AirportMonitor – Details about the Solution

AirportMonitor provides an interactive display of air traffic and flight information in and around the terminal airspace, designed for airport Web sites. It enables residents to view traffic in "near-live" and replay mode, with a host of user-friendly online tools designed to promote airspace education, answer questions about specific flight behavior, and promote openness and trust between residents and the airport.

PASSUR's AirportMonitor is a timely and turnkey way to share information:

- AirportMonitor integrates simply and easily onto an airport's Web site. It is designed, hosted and maintained by PASSUR. The airport does no integration, software or data maintenance.
- For end-users (the public), AirportMonitor is simple to use, requiring little to no computer expertise, and presenting information simply and clearly.



Executive Offices
47 Arch Street
Greenwich, CT 06830
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Sample Screen of AirportMonitor (St. Augustine, Fla. version) (more screens at the back of this document)

AirportMonitor

The screenshot shows the AirportMonitor interface for St. Johns County Airport. The interface includes a map on the left, a control panel at the top with buttons for 'Start Replay', 'Current', 'Pause', and 'Help', and several information panels on the right. Callouts with arrows point to the following features:

- Replay (pointing to the 'Start Replay' button)
- On screen help menu (pointing to the 'Help' button)
- Home Locator (pointing to a panel with a map icon)
- Enhanced Pan-Zoom View (pointing to a panel with a magnifying glass icon)
- Flight Info. (pointing to a panel titled 'Flight Information')
- Legend (pointing to a panel titled 'Legend')
- Message board (pointing to a panel at the bottom of the interface)



City of Fort Lauderdale Web-based Flight Tracking System Requirements	PASSUR AirportMonitor Capabilities
<p>User Interface: Service shall be online user-friendly system that shows flight track movements.</p>	<p>AirportMonitor is a web-based user-friendly system that shows flight track movements.</p>
<p>User Instructional Guide: The system shall provide simple instructions to guide users on how to use the system. The system shall be developed to allow frequent users to bypass instructions in order to use the system efficiently. The system shall provide a helpline for users to contact when they need assistance with operating the system or to report when the system is not working.</p>	<p>User Instructions: AirportMonitor has a HELP button which pops up a full user instruction page. More basic guidance is built right onto the main interface of the application itself, which is also functionally very intuitive. Helpline: PASSUR provides all of its direct customers (i.e. FXE Airport) with a live 24-7 Customer Service/Technical Support Line accessing PASSUR specialists. The Customer Service Department also provides notifications to direct customers of temporary outages. For the end user, PASSUR will offer two avenues of support: working-hours toll-free phone help line, and working hours email support.</p>
<p>House Address Locator Section: The system shall have a screen section to enter the resident's home address. When the address is entered, the system will provide an indicator on the map where the house is located in relation to flight tracks.</p>	<p>AirportMonitor provides a user interface to enter the resident's home address. When the address is entered, Airport Monitor provides an indicator on the map where the house is located in relation to flight tracks.</p>
<p>Display Map: An area map shall include a 40-statue mile radius minimum from the Executive Airport that is acceptable to the Airport. Appropriate aircraft icon showing the relative position of aircraft. Optional trailing line of the flight track.</p>	<p>AirportMonitor shows a display map with pan/zoom mapping from the runway view out to approximately 96 miles. The appropriate aircraft icon will show the relative position of the aircraft, including the trailing line of the flight track.</p>
<p>Additional Flight Track Information Section: Date, Time, Flight ID, Aircraft Type, Altitude, Origin Airport, Destination Airport.</p>	<p>AirportMonitor includes Date/Time, Flight ID, Aircraft Type, Altitude, Origin Airport, and Destination Airport. In "current" mode, only altitude and aircraft type are shown (for security). In "replay" mode other fields are filled in (after one hour security delay).</p>
<p>Interactive Search: The system shall provide interactive features that includes the following: -Play live flight tracks (with applicable delay to meet aviation security purposes) to view flight tracks -Replay historical/archival flight tracks -Search by dates and times to view flight</p>	<p>AirportMonitor allows the user to do the following: -Play live flight tracks (with applicable delay to meet aviation security purposes) to view flight tracks -Replay historical / archival flight tracks</p>



City of Fort Lauderdale Web-based Flight Tracking System Requirements	PASSUR AirportMonitor Capabilities
<p>-Pause viewing (Interactive Search cont'd): -Accelerate viewing -Zoom viewing to airport property/pan viewing (extending outward from the airport property to a minimum of 40 statute miles) -View house location on map -Ability to select a specific flight track to view aircraft information</p>	<p>-Search by dates and times to view archival flight tracks -Pause viewing -Accelerate viewing -Zoom viewing to airport property/pan viewing out to 96 miles -View house location on map -Ability to select a specific flight track to view aircraft information</p>
<p>Legend: The system shall provide a legend that includes the following icons: -Executive Airport (FXE) -House Location -Color Green for departure flight tracks from FXE -Color Red for arrival flight tracks at FXE -Color Blue for overflights or other flight tracks -Helicopter -Appropriate private jet -Appropriate airline jet -Small fixed-wing airplane -Scale of distance that is size appropriate for each zoom/pan view</p>	<p>AirportMonitor provides a legend that includes: -Airport Location -Color Green for departure flight tracks -Color Blue for arrival flight tracks -Color Black for overflights or other flight tracks -Color Red for selected aircraft - Additional color for nearby airports (optional) -House Location -Aircraft icon - Helicopter -Scale of distance that is size appropriate for each zoom/pan view</p>
<p>Scrolling Message Board - The system shall provide a ticker-tape-style scrolling message board at the bottom of the display for the airport to display on-going message. This feature will be only accessible by authorized persons with the Airport with username and password protected entry. The access to view the username and password screen will not be available to the public.</p>	<p>AirportMonitor provides a community message board, which allows the airport to instantly communicate airspace conditions which may be affecting resident's noise quality, and any other information the airport deems appropriate. This feature comes with a separate edit screen accessible to authorized airport personnel only, on a completely separate web administration page -- the public has no access to this page.</p>
<p>City Logo Display - The system shall design the display with the City of Fort Lauderdale's Executive Airport's Logo. The display's design shall also be created to meet the Airport's final approval. The City's logo shall be removed from the website, if the city discontinues service.</p>	<p>PASSUR Aerospace will work with City of Fort Lauderdale to ensure that FXE's logo and other design elements are integrated into the AirportMonitor presentation as deemed appropriate by the City.</p>



Service Level Agreement

Availability

- PASSUR Aerospace's target for Availability of the Products and Services under this Agreement is 99% for any given month. Availability will be determined as an average of actual circuit availability as a percent of total potential circuit availability measured on a monthly basis.

Credits

- PASSUR AEROSPACE calculates network outage commencing on the date and time of the opening of a trouble ticket and ending at the close of the same trouble ticket. Subscriber must contact technical support to report outages or performance issues. Upon resolution of the problem and the close of the trouble ticket, Subscriber must contact PASSUR Aerospace within five (5) business days to request a credit and reference the trouble ticket assigned. Any credits determined to be due Subscriber will be credited towards the next months charges and may not be deducted from any current outstanding charges.
- The amount of the credit to be issued will be determined as follows: Should a network outage occur, a credit of 1/30th of the monthly rate charged subscriber will be issued for each consecutive eight hour increment of the outage, to a maximum of 50% of the monthly billing rate for any given month.
- Limitation: in the event Subscriber is entitled to multiple credits under this provision arising from the same event, such credits shall not be cumulative and Subscriber shall be entitled to receive only the maximum single credit available for such event per month.
- The maximum credit that may be issued during the contract year is 20% of the total annual billing for the service.
- Exclusions and limitations: credits will not be issued for a) network downtime that is not reported by Subscriber or requests for credit not made within five business days of the event; b) service outages or performance issues not documented by trouble tickets; c) network maintenance performed during the standard maintenance window (12:02 am to 5:00 am EST); d) emergency maintenance; e) failure of subscriber equipment; f) any reasons of force majeure such as natural disasters or acts of god; g) any outage caused SOLELY by events beyond PASSUR Aerospace's control; h) any delays or limitations which are SOLELY a result of user access through local telephone companies to the Subscriber.

System Maintenance

- System and data backup schedules: completed on a daily basis.
- Software Update Frequency: PASSUR software, when updated, is done according to a schedule made available to the customer in advance. PASSUR is responsible to update third party software when it is required to operate our software properly.
- System and data security: The FAA audits our system for data security each year; PASSUR is in full compliance
- System Resource Monitoring and Maintenance: automated tracking of system availability, usage, and demand. Remote diagnostics of multiple system key components.

Helpdesk/support availability

- PASSUR Direct Customer: 24/7/365 live Customer/technical support.
- End User: Working hours (9am-5pm US EDT) phone and email support.



Service Level Response and Objective Table (response times, resolution times, escalation policies)

Contractor Support Coverage			
Hours	Direct customer (FXE): 24 Hours per day– Priority 1 and 2 Cases 8:00 am x 8:00 p.m. US EST (“Normal Working Hours”) – Priority 3 & 4 Cases End User: 9 am x 5 pm US EST phone support and working hours email support Following SLA descriptions are for direct customer (FXE) only:		
Rating	Service Response	Service Level Resolution	Description
Priority 1 Error	60 minutes between hours 8am-10 pm US EST. Next business day between 10pm-8am US EST (except in cases where direct customer contacts PASSUR 24/7/365 live customer support line).	4 hours during Normal Working Hours and 8 Hours during other times (for technical issues under PASSUR’s control).	Means a catastrophic error that causes: (a) any significant component of the Subscription Services or PASSUR Software to be unusable; (b) a system or product malfunction that has major impact on Client or its customers; (c) frequent failure of an important service that utilizes the Contractor Subscription Services or PASSUR Software; or (d) material data loss or corruption. A Priority 1 Error significantly impacts Client business and is considered “service affecting.”
Priority 2 Error	60 minutes between hours 8am-10 pm\US EST. Next business day between 10pm-8am US EST (except in cases where direct customer contacts PASSUR 24/7/365 live	24 hours (for technical issues under PASSUR’s control).	Means an error that causes: (a) a major failure to an important feature in the Contractor Subscription Services resulting in significant inconvenience to Client or its customers; (b) a system or Subscription Services and PASSUR Software malfunction that has a frequent impact on Client or its customers; or (c) a major feature of the Contractor Subscription Services and PASSUR Software to perform materially differently from the description of that feature in the Agreement and provided documentation. A Priority 2 Error requires significant attention of Client’s operations staff to keep the Contractor Subscription Services and PASSUR Software



	customer support line).		functioning.
Priority 3 Error	1 business day	5 business days	Means an Error that: (a) has minimal current impact on Client; and (b) causes a malfunction of a non-essential feature of the Contractor Subscription Services and PASSUR Software.
Priority 4 Issue	1 business day	Variable	Means an issue that: (a) has minimal or no impact on Client; and (b) causes an inconvenience to operations staff; or (c) enhancement requests.
Support Classifications			
Level 1	Means those support services offered by Contractor to Client(s), consisting of the following elements: (a) configuration (b) assistance/troubleshooting, (c) information collection (e.g., traces, dumps) relating to problems, (d) first diagnosis of reported problems, (e) delivery of error correction (s), and (f) answer general Subscription Services and PASSUR Software/technical questions		
Level 2	Means those support services offered by Contractor to Client(s), consisting of the following elements: (a) analyzing reported problems in depth, (b) problem duplication, (c) answering high-level Subscription Services and PASSUR Software/technical questions, (d) providing troubleshooting guidance to first-level support, and (e) providing hardware-device diagnose/verification.		
Level 3	Means those Support services offered by Contractor to Client, consisting of the following elements: (a) performing final problem diagnosis, (b) remote diagnosing and reporting of Errors, (c) provision of Workarounds and (d) working with development engineering to establish Error Correction(s), delivery, verification and closing of reported Case(s).		



Escalation Guidelines for Support Services Requests				
Elapsed Time	Priority 1	Priority 2	Priority 3	Priority 4
>60 minutes	Technical Support Lead	N/A	N/A	N/A
> 8 hours	CTO	Technical Support Lead	Technical Support Lead	N/A
>24 hours	CEO	CTO	CTO	Technical Support Lead
>48 hours	CEO	CEO	CEO	CTO

About PASSUR Aerospace

PASSUR Aerospace owns and operates a unique database of flight information with proprietary decision-making software, primarily powered by a growing international network of passive radars (PASSURs) located at more than 110 airports world-wide, including all of the top 35 U.S. airports – from which it provides PASSUR information, analytics, and decision support tools to improve the financial condition and operational efficiency of aviation organizations. PASSUR Aerospace offers unique user friendly information as well as decision-support algorithms which provide innovative commercial air traffic solutions to more than 50 airports, including customers at 8 of the top 10 U.S. airports; to dozens of airlines, including 7 of the top 10 U.S. airlines; and to more than 200 corporate aviation customers, as well as to the U.S. Government. In addition, the company has created and implemented collaborative web-based software that allows the company’s customers to instantly share information to improve individual and joint decision making, creating additional value for those customers. Visit PASSUR Aerospace’s web site at www.passur.com for updated products, solutions, and news.

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

793-10322

Web-based Online Flight Tracking



CITY OF FORT LAUDERDALE

Richard Ewell

954-828-5138

AND CONDITIONS.

Variances:

Variances:

1. The legend the City of Fort Lauderdale requests is slightly different from the legend AirportMonitor provides, in the following respects:

a. Color codes: City requests green for departure, red for arrival; blue for overflights. PASSUR AirportMonitor provides green for departure (as requested), blue for arrival, and black for overflights (red is used for "selected aircraft that a user has clicked on). If these are important to FXE they can be discussed as changes to be made to AirportMonitor.

b. Aircraft Icons: City requests appropriate icons for different aircraft (commercial, private, fixed wing, helicopter). PASSUR AirportMonitor provides one icon for helicopters, and another for all other aircraft. If these requirements are important to FXE they can be discussed as changes to be made to AirportMonitor.

revised 11-12-08

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

-

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

No Bids

UNIVERSITY SOLUTIONS INC University Solutions would like to place a no bid. Thank you!
YugiiDesignGroup Insufficient time