



Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: DeKalb Peachtree Airport
Department Contact Person: Hunter Hines Telephone: 770.936.5440
Email: chhines@dekalbcountyga.gov

Requisition Number: _____ Suggested Supplier: PASSUR Aerospace, Inc.
Estimated Amount of Purchase: \$ 602,171.00
Detailed Description of the Goods or Services to be purchased: _____
Support and Maintenance for Symphony Noise & Operations Monitoring System (NOMS) at DeKalb Peachtree Airport (NOMS)

Emergency (For Emergency Requests, Please check this box and answer all questions below.)

1. Date and Time of Emergency Occurrence: _____

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

Sole Source (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

PASSUR is the sole provider of licensing, maintenance, hosting, and support services for the current NOMS system. PASSUR is the only provider of the Symphony NOMS propriety software that is being used by the Airport.

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

Yes. PASSUR is the sole provider for support and maintenance of the Airport's NOMS system. The vendor has provided pricing for an initial year and four (4) successive years.

3. Explain the impact to the County or Public if this request is not approved.

The PDK NOMS system provides safety and security. Support and Maintenance is necessary to maintain continued Airport safety and security. The system provides reliable surveillance data.

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) Hunter Hines, Interim Signature: [Signature] Date: 04/12/21

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) Briana Triplett Signature: _____ Date: _____

Procurement Manager (Typed/Printed Name) _____ Signature: _____ Date: _____

Approved Not Approved

Signature: _____, Director, Department of Purchasing and Contracting Date: _____

(Additional information, attach pages if required):

DeKalb County Contract No. 11337922 that will expire on December 31, 2024, is the associated contract that provided for the implementation of the Symphony Noise & Operations Monitoring System (NOMS) at DeKalb Peachtree Airport.

Sole Source Justification & Price Proposal for Support and Maintenance of the Symphony Noise & Operations Monitoring System (NOMS) at DeKalb Peachtree Airport is attached.

Answers to questions proposed by DeKalb County IT, are attached.

Public Notice of Proposed Award of Sole Source Procurement

Section A – Description of Proposed Sole Source Procurement

Description of Supplies/Services: Support and maintenance for Symphony Noise & Operations Monitoring System (NOMS) at DeKalb Peachtree Airport.

Demonstration of Contractor’s Unique Qualifications: PASSUR is the sole provider of licensing, maintenance, hosting and support services for the current NOMS system. PASSUR is the only provider of the Symphony NOMS propriety software that is being used by the DeKalb Peachtree Airport.

Section B – To Be Completed by the Department of Purchasing and Contracting

Market Survey Results

Date Public Notice posted on website: 4/23/2024

Date Public Notice closed: 4/29/2024

Review of Offers

Were any offers received (Yes/No): No

Number of offers received: 0

Responders: N/A

Purchasing Agent review and recommendation: PASSUR is the sole provider for support and maintenance services of the DeKalb Peachtree Airport’s NOMS system. The NOMS system is necessary to provide reliable surveillance data. The current contract which provided the implementation of the NOMS system will expire December 31, 2024 and failure to maintain continuity of services would cause a major interruption of continued safety and security protocols at the Airport.

Briana Triplett

Agent Signature

May 2, 2024

Date

Procurement Manager Signature

Date



3452 Lake Lynda Drive
Suite 190
Orlando, FL 32817

March 22, 2024

Mr. Hunter Hines, Acting Airport Director, Dekalb Peachtree Airport
Via e-mail: chhines@dekalbcountyga.gov

REF: PASSUR Aerospace, Inc. – Sole Source Justification & Price Proposal for Renewal of NOMS Services

Dear Mr. Hines,

Dekalb Peachtree Airport's (PDK's) current Symphony Noise & Operations Monitoring System (NOMS), provided by PASSUR Aerospace, Inc. (PASSUR) is comprised of the following elements:

1. Symphony EnvironmentalVue Software
2. Symphony Contours with Virtual Noise Monitoring Software Module
3. PlaneNoise Complaint Box Software (Data Integrated with Symphony EnvironmentalVue)
4. One (1) ADS-B Sensor (Data Integrated with Symphony EnvironmentalVue)
5. Four (4) LD831C Permanent Noise Monitoring Terminals (NMTs) – (Data Integrated with Symphony EnvironmentalVue)
6. One (1) LD831C Portable NMT (Data Integrated with Symphony EnvironmentalVue)
7. Noise Monitor Service, Repair, Maintenance and Calibration Services

PASSUR is the sole source provider of licensing, maintenance, hosting, and support services for PDK's current NOMS solution. PDK's Symphony NOMS software is proprietary software that only PASSUR provides. PASSUR has an exclusive partnership with PlaneNoise Inc. (PlaneNoise) to provide Complaint Box, with data integrated between Complaint Box and Symphony EnvironmentalVue. Through our partnership with Larson Davis, a PCB Piezotronics, Inc. division, PASSUR has been trained in LD831C service, maintenance and calibration, and works with Larson Davis to repair NMTs. PASSUR also partners with Dekalb County LSBE, CBI International Group, Inc., and has trained their staff in NMT service, maintenance and calibration to provide local, on-site NMT support. In addition, access and use of the integrated local FAA Radar, ADS-B and PASSUR ADS-B sensors that provide the surveillance data for the Symphony EnvironmentalVue NOMS utilized by PDK are exclusive to PASSUR. There is no other commercially available source of integrated, complete, accurate and reliable surveillance data.

In summary, through PASSUR's proprietary software and partnerships to provide integrated data solutions and ongoing hardware support, PASSUR is the sole source provider of licensing, maintenance, hosting, and support services for PDK's current NOMS solution. This is anticipated to remain the case into the foreseeable future.

Therefore, PASSUR is pleased to provide pricing for the renewal of PDK's NOMS services. Renewal pricing, NMT maintenance and support terms, and Symphony NOMS licensing terms and conditions are detailed on the following pages.

**Support & Maintenance
Symphony Noise & Operations Monitoring System (NOMS) Pricing**

Scope of Work & Service Elements	Initial Contract Year Annual Fixed Price (1/1/25 – 12/31/25)	Year One Annual Fixed Price (1/1/26 – 12/31/26)	Year Two Annual Fixed Price (1/1/27 – 12/31/27)	Year Three Annual Fixed Price (1/1/28 – 12/31/28)	Year 4 Annual Fixed Price (1/1/29 – 12/31/29)
Item 1. Symphony EnvironmentalVue	\$63,574	\$64,527	\$65,495	\$66,478	\$67,475
Item 2. Symphony Contours with Virtual Noise Monitoring Software Module	\$14,280	\$14,494	\$14,711	\$14,932	\$15,156
Item 3. PlaneNoise ComplaintBox Software (Data Inetgrated with Symphony EnvironmentalVue)	\$26,779	\$26,779	\$27,582	\$27,582	\$27,582
Item 4. Support of One (1) Currently Installed, PASSUR Supplied, ADS-B Sensor (Data Integrated with Symphony EnvironmentalVue)	\$3,427	\$3,478	\$3,531	\$3,584	\$3,637
Item 5. Maintenance & Support for Four (4) LD831C Permanent Noise Monitoring Terminals (NMTs) & 1 Portable NMT – (Data Integrated with Symphony EnvironmentalVue)	\$9,139	\$9,276	\$9,416	\$9,557	\$9,700
TOTAL Firm Fixed Annual Cost for NOMS Support & Maintenance	\$117,199	\$118,554	\$120,735	\$122,133	\$123,550

NMT Maintenance & Support Services

PASSUR will calibrate each NMT at PDK once per year and provide the airport a calibration report. During this trip, PASSUR will also provide any necessary preventative maintenance, such as replacing bird spikes, wind-screens, desiccants, etc. that are part of maintained equipment. If there is an issue with a NMT, PDK will be responsible for verifying that power and communications are in proper working order. Once confirmed that it is not a power or communication issue, a technician will be dispatched to troubleshoot the NMT issue on-site. If the PASSUR technician is unable to resolve the issue on-site, they will remove the necessary parts and mail them in for repair or replacement. Upon availability of the repaired or replacement part(s), PASSUR will return to the NMT site to install the part(s).

PASSUR will provide all parts and labor necessary to keep the PASSUR maintained equipment in operating condition. Replacement parts will be new or reconditioned parts that meet the original functional requirements and, upon installation, become the property of PDK. Replaced parts removed from the maintained equipment will be the property of PASSUR.

NMT repairs for normal wear and tear are covered. Damage due to vandalism, accident, fires, acts of God, severe weather conditions, war or other violence, or anything out of PASSUR's control that is not normal wear and tear will not be covered. Upon request, a quote will be provided for repairs not covered under the NOMS Service Agreement.

PDK is responsible for coordinating NMT site access and for NMT site maintenance. Sites should be easily accessible (i.e. escorts provided and arrive on time, keys made available if sites are locked, etc.), and sites should be free from excessive overgrown foliage, rodent/insect/other infestations, and other obstacles.

Symphony NOMS Licensing Terms & Conditions

Please see Attachment 1 – PASSUR Aerospace Terms and Conditions attached hereto and incorporated by reference. PDK/Dekalb County, is the “Subscriber” referenced in this document.

Invoicing

PDK will be invoiced for services Annually in advance.

If you have any questions about this sole source justification and price quote, please contact me for further discussion.

Sincerely,



Chris Zanardi
Vice President – Airports, PASSUR Aerospace, Inc.
czanardi@passur.com - 703-300-4523

cc: Jessica Martell, Senior Sales & Account Manager, PASSUR

Attachment 1 – PASSUR Aerospace Terms and Conditions

These PASSUR Aerospace Terms and Conditions, together with the accompanying PASSUR Aerospace, Inc. – Sole Source Justification & Price Proposal for Renewal of NOMS Services Letter (“Renewal Letter”) constitute the PASSUR Aerospace services renewal proposal (“Proposal”). If accepted, this Proposal will be incorporated in a subsequent “Agreement” made as of the Effective Date identified in the Proposal by and between PASSUR Aerospace, Inc (“PASSUR”) and the Subscriber identified in the accompanying Renewal Letter, after the Agreement is signed by both parties. PASSUR and Subscriber will agree as follows:

1. **License.** Subject to the terms and conditions of the Agreement PASSUR hereby agrees to grant Subscriber a non-exclusive, nontransferable, term license to use the Software at the Site(s) identified in the Renewal Letter. Subscriber cannot share the Software with any other users not identified in the Renewal Letter.
2. **Telecommunications.** Subscriber acknowledges that PASSUR uses a variety of technologies including telecommunications, the internet, radar, frame relay, and networks to acquire, process, and deliver the Software and/or Services. Subscriber acknowledges PASSUR is not responsible for technical failures that are the responsibility of other companies or technologies. Subscriber acknowledges that PASSUR is not responsible for failure of third-party data source(s) and/or feed(s) that are required to deliver the Software and/or Services.
3. **Intellectual Property.** All right, title and interest in and to the Software and any Confidential Information made available by PASSUR to Subscriber pursuant to the Agreement, including without limitation, all tangible or intangible material of any nature whatsoever produced by PASSUR or jointly with Subscriber or by any of PASSUR’s or Subscriber’s employees or agents, through or as a result of or related to the Software and any of PASSUR’s services, shall remain exclusively with PASSUR and its licensors, as applicable. The Software is licensed, not sold.
4. **Confidentiality.** Confidential Information” means nonpublic information that a party to the Agreement (“Disclosing Party”) designates as being confidential to the party that receives such information (“Receiving Party”) or which, under the circumstances surrounding disclosure ought to be treated as confidential by Receiving Party. Confidential Information includes, without limitation, any and all information in tangible and intangible form relating to and/or including the Software, Services, documentation, trade secrets embodied therein and any other written or electronic information whether or not marked as “confidential,” which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to PASSUR. Both Parties will, and will cause their employees and agents to: (a) keep in confidence all Confidential Information; (b) not use any Confidential Information for any purpose other than the performance of each Party’s obligations under the Agreement; (c) not disclose any Confidential Information to any third party without the Disclosing Party’s prior written consent; and (d) return all Confidential Information, including all copies and analyses, to the Disclosing Party promptly after the expiration or termination of the Agreement. Confidential Information will not include information that: (i) was known to the public at the time of its disclosure or becomes known to the public after the disclosure through no action by Receiving Party; (ii) was in Receiving Party’s possession prior to the time of the disclosure; or (iii) was developed by Receiving Party independently of the disclosure by Disclosing Party.
5. **Fees.** Subscriber agrees to pay PASSUR the Fees identified in the Renewal Letter. All Fees are due and payable according to the terms set forth in the Renewal Letter. All Fees are exclusive of taxes, if any, on the Software and services; all sales and other taxes required to be remitted by PASSUR shall be payable by Subscriber upon invoice by PASSUR. PASSUR will increase Fees as cited in the Software Services Renewal Letter.
6. **Term.** The Agreement shall be effective on the Effective Date identified in the Renewal Letter and shall remain in effect for the last term to expire set forth in the Renewal Letter. Applications delivered/deployed prior to or on the 15th day of the initial commencement period are equivalent to a full month’s service and billed accordingly. Subscriber acknowledges that PASSUR will invoice fees in advance of subscription billing cycle as described in the Renewal Letter.
7. **Termination.** PASSUR may terminate the Agreement in any of the following cases: (i) immediately upon written notice if Subscriber directly or indirectly discloses or provides the Software to any third party not authorized under the terms of the Agreement; (ii) upon ten (10) days prior written notice if Subscriber fails to pay any amount when due and fails to cure such breach within such ten (10) day notice period or (iii) immediately upon an assignment for the benefit of Subscriber’s creditors, a petition of bankruptcy filed by or against Subscriber; a receiver, trustee in bankruptcy, or similar officer is appointed to take control of all or part of Subscriber’s business; or Subscriber is adjudicated bankrupt. Either Party may terminate the Agreement in any of the following cases: (i) upon thirty (30) days prior written notice if either party breaches the Agreement and fails to cure such breach within such thirty (30) day notice period; or (ii) immediately if either party permanently ceases to operate its business or use the Software; Upon termination of the Agreement, Subscriber shall immediately cease using the Software and return all of the copies of the Software and Confidential Information to PASSUR, certify to PASSUR that Subscriber has retained no copies thereof, and acknowledge that it may no longer use the Software. In the event of any termination, all Fees and other amounts not paid under the Agreement by Subscriber that are owed to PASSUR shall immediately become due and payable. Upon termination of the Agreement, PASSUR’s obligations under the Agreement shall cease. Obligations and rights that, by their nature, are intended to survive termination or expiration of the Agreement shall so survive including (for the avoidance of doubt but without limitation) Sections 2, 3, 4, 6, 7, 8 and 10.
8. **Disclaimers.** PASSUR MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE SOFTWARE AND ANY SERVICES PROVIDED TO SUBSCRIBER UNDER THE AGREEMENT OR ANY THIRD-PARTY PRODUCT OR SERVICE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE SOFTWARE WILL MEET SUBSCRIBER’S REQUIREMENTS OR THAT THE OPERATION THEREOF OR ACCESS THERETO WILL BE ERROR FREE. TO THE GREATEST EXTENT ALLOWED BY LAW, PASSUR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER THE SOFTWARE NOR THE SERVICES MAY BE RELIED ON FOR ANY AERONAUTICAL OPERATIONS PURPOSE. SUBSCRIBER REPRESENTS AND WARRANTS THAT IT WILL NOT USE, OR CAUSE OTHERS TO USE, THE SOFTWARE OR ANY OF PASSUR’S PRODUCTS OR SERVICES FOR THE LIVE NAVIGATION OF AIRCRAFT OR FOR ANY PURPOSE RELATED TO THE LIVE NAVIGATION OF AIRCRAFT WHATSOEVER.
9. **Liability.** PASSUR SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THE SOFTWARE OR ANY SERVICES PROVIDED UNDER THE AGREEMENT, EVEN IF PASSUR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER IS SOLELY RESPONSIBLE FOR THE USE, OPERATION, SUPPORT AND MAINTENANCE OF ALL THIRD-PARTY PRODUCTS AND SERVICES, AND PASSUR SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR. PASSUR IS NOT RESPONSIBLE FOR ANY DAMAGE OR LOSSES RESULTING FROM USE OF THIRD-PARTY PRODUCTS AND SERVICES. THE USE OF THIRD-PARTY PRODUCTS AND SERVICES IS AT SUBSCRIBER’S SOLE RISK. PASSUR’S MAXIMUM CUMULATIVE LIABILITY FOR ANY AND ALL DAMAGES, COSTS, LOSSES, LIABILITIES AND EXPENSES OF ANY KIND AND NATURE ARISING OUT OF OR RELATED TO THE AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID BY SUBSCRIBER TO PASSUR PURSUANT TO THE AGREEMENT DURING THE THREE MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY OR, IF THE AGREEMENT HAS NOT BEEN IN EFFECT FOR THREE MONTHS, THEN AN AMOUNT EQUAL TO THE AVERAGE MONTHLY AMOUNT ACTUALLY PAID TO PASSUR BY SUBSCRIBER (CALCULATED BY DIVIDING THE TOTAL AMOUNT PAID BY THE NUMBER OF MONTHS DURING WHICH THE AGREEMENT HAS BEEN IN EFFECT) TIMES THREE.
10. **Assignment.** Subscriber may not assign the Agreement nor any of its rights under the Agreement to any third party without PASSUR’s express written permission provided that Subscriber may assign the Agreement: (a) to any affiliate, or (b) in the case of any merger or sale of its stock or assets, to the successor in a merger or to any entity that acquires all or substantially all of its stock or assets (an “Assignee”), provided that upon an assignment under subsection (a) and (b) such Assignee shall automatically assume all of Subscriber’s obligations, responsibilities and liabilities set forth in the Agreement. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
11. **Miscellaneous.** All notices permitted or required to be given by the Agreement shall be in writing addressed to the applicable party to the email address designed by each party for such purpose. The Agreement shall be governed by the laws of Georgia without regard to conflict of laws principles. The parties agree that all actions arising under the Agreement that may be brought in court must be commenced in a state court of general jurisdiction in the state of Georgia, County of DeKalb and the parties irrevocably submit to the jurisdiction of such courts and waive any objection to either the jurisdiction of or venue in such court, except that PASSUR may pursue injunctive or other equitable relief to which it is entitled in any forum. The Agreement will constitute the entire understanding with respect to the subject matter set forth herein and there are no oral or written understandings or agreements between the parties. The Agreement is valid when signed in counterparts, and copies of the Agreement, whether facsimile or otherwise, shall be valid as the original.

Foster, Joyce

From: Jessica Martell <jmartell@passur.com>
Sent: Friday, March 22, 2024 5:07 PM
To: Barnes, Korey
Cc: Foster, Joyce; Hines, C. Hunter
Subject: RE: Request from DeKalb County IT
Attachments: PDK NOMS Sole Source Renewal Letter 3-22-24.pdf; PDK-PASSUR Standard Ts and Cs.pdf

Hi Korey,

Happy Friday!

Below you will find the answers to your questions and attached you will find the revised sole source renewal proposal that incorporates our standard Ts and Cs. The revised proposal also includes the standard Ts and Cs regarding NMT site maintenance and lack of coverage for vandalism, weather, acts of God, etc. As you know, these are the standard terms that we have operated under for many years, but they were accidentally left out of the first draft and discovered as we were pulling together all Ts and Cs. We added them for clarification purposes.

If PDK/Dekalb County's required contract template includes any of the Ts and Cs in PASSUR's document, we are ok with relocating terms to that section in the template and removing them from our document. We know Dekalb County requires the laws of GA to govern and venue for legal matters to be Dekalb County, so we included that in our Ts and Cs. If there are any conflicts between our standard terms and those of PDK/Dekalb County's, please let me know so my Management Team can review any proposed changes.

The revised renewal letter attached replaces all previously provided renewal letters/offers. Upon review, let me know if you have any questions or require any further documentation. Thank you for your continued business and help with this renewal. I hope everyone has a great weekend!

1. **What is the name of the software?** The integrated software solution is referred to as the Symphony Noise and Operations Monitoring System (NOMS) and PDK's NOMS consists of Symphony EnvironmentalVue with the Symphony Contours with Virtual Noise Monitoring Software Module & integrated PlaneNoise Complaint Box Software
2. **Where is it hosted? (AWS, Azure?)** Symphony EnvironmentalVue with the Symphony Contours with Virtual Noise Monitoring Software Module is hosted at a combination of Savvis, a professional hosting facility in VA, and AWS, and backed up to the same combination. PlaneNoise Complaint Box is hosted by Agiloft in CA with real-time replication to the AWS data center in VA.
3. **What country is it hosted in? If not USA we will need to update our firewall so we don't block it.** Both software solutions are hosted in the USA.
4. **We need to review the license agreement. If it is a SaaS solution we need to review the terms and conditions.** The Symphony NOMS is a SaaS solution. See PASSUR's standard Ts and Cs attached that have been incorporated by reference in the revised renewal letter attached.
5. **Do they have a mobile app? If so, we need the name so we can allow to be installed on county cellphones and tablets.** PlaneNoise Complaint Box provides a web application which doesn't require installation as it is simply web accessible.

Regards,

Jessica Martell