

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. CB13-0743
COMMITTEE OF REFERENCE:

BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Agreement for the Aerobahn Surface Management System between the City and County of Denver and Saab Sensis Corporation related to the Aerobahn airfield traffic management and surveillance system at Denver International Airport.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The proposed Agreement Aerobahn Surface Management System between the City and County of Denver and Saab Sensis Corporation, in the words and figures contained and set forth in that form of Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2013-1019, is hereby approved.

COMMITTEE APPROVAL DATE: October 24, 2013

MAYOR-COUNCIL DATE: October 29, 2013

PASSED BY THE COUNCIL: _____, 2013
_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2013

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2013; _____, 2013

PREPARED BY: Kevin Cain, Assistant City Attorney *K. Cain* DATE: October 31, 2013

Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Douglas J. Friednash, City Attorney for the City and County of Denver

BY: _____, Assistant City Attorney DATE: October 31, 2013

**AGREEMENT
AEROBAHN SURFACE MANAGEMENT SYSTEM**

THIS AGREEMENT FOR AEROBAHN SURFACE MANAGEMENT SYSTEM EXTENDED AEROBAHN SERVICE AND SURVEILLANCE MAINTENANCE (Agreement Number PLANE201310869) (the "Agreement"), made and entered into this 1st day of January, 2014 (the "Effective Date") by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **SAAB SENSIS CORPORATION**, a Delaware corporation ("Contractor") Party of the Second Part;

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and uses the Saab Sensis Airport Surface Management System – Aerobahn ("Aerobahn") airfield traffic management system and Surveillance System. DIA will require professional services for continued use and maintenance of Aerobahn and such other work as may be requested by the City, at Denver International Airport; and

WHEREAS, the Contractor is qualified and ready, willing and able to provide the requested services to the City, in accordance with the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. LINE OF AUTHORITY:

The City's Manager of Aviation, or her designee or successor in function (hereinafter referred to as the "Manager") authorizes and directs all work performed under this Agreement. Until otherwise notified by the Manager, the City's Deputy Manager of Aviation for Airport Operations ("Deputy Manager") is designated as the authorized representative of the Manager through whom services performed under this Agreement shall be directed and coordinated. The Deputy Manager will designate the Project Manager under this Agreement. Administrative reports, memoranda, correspondence and other submittals required of the Contractor shall be processed in accordance with the Deputy Manager's directions.

2. SCOPE OF WORK:

A. General: The Contractor shall, upon receipt of a written Notice to Proceed from the Deputy Manager, commence the Work as authorized by the City and shall furnish all of the technical, administrative, professional and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform the services, complete all work and produce all of the deliverables described and set forth in this Agreement, including the attached **Exhibit A**, "Service Description," and all of the other exhibits, appendices and attachments to this Agreement (collectively referred to in this Agreement as the "Service Description" or "Work").

B. Professional Responsibility; Standard and Remedies:

1. Contractor's Performance: The Contractor shall faithfully perform the Work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the Work described in this Agreement. Contractor shall provide to the City in a timely manner all designs, documents, submittals and services necessary to achieve completion of the Work in accordance with Milestone Dates established for authorized Work. All designs, documents, submittals and services provided by Contractor shall be:

a) Fully coordinated and integrated with related work being performed by the Contractor's subcontractors, the City, and the City's Contractors, and all of their respective suppliers and subcontractors of any tier; and

b) Checked for compliance with applicable laws, ordinances, codes, rules, regulations and current industry standards applicable to the Work. Codes and laws are often subject to differing interpretations. Contractor will use due diligence to ascertain interpretations which will be acceptable to the City and relevant regulatory authorities.

2. Acts and Omissions: The Contractor shall be liable to the City for acts and omissions of Contractor's employees, contractors, subcontractors, agents and any other party with whom the Contractor contracts to perform any portion of the Work, including any design elements of any authorized Work.

3. City's Remedies: In the event Contractor fails to comply with any provisions of Sections 1 or 2, above, Contractor shall be liable to the City for all costs of correcting the Work, without additional compensation, including but not limited to:

a) All costs of correcting and replacing any affected design documents, including reproducible drawings;

b) All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing errors or omissions; and

c) Additional costs incurred by the City or its other Contractors or contractors, if any, arising out of such defective Work.

These remedies are in addition to, and do not limit the provisions and requirements of Section 16- Insurance, and Section 17 – Defense and Indemnification, below.

C. Schedule Overview and Contingencies:

1. Contractor will provide its Aerobahn Service ("Aerobahn") and Surveillance Maintenance to the City at Denver International Airport ("DIA") for a period of sixty (60) months beginning January 1, 2014 and concluding December 31, 2018 ("Aerobahn Period of Performance"), subject to the schedule and assumptions contained herein.

2. The Parties recognize the Surveillance System utilized and installed by the City at "DIA" under Agreement CE 91378 is independent of the FAA's ASDE-X System ("ASDE-X"). The City's utilization of the Federal Aviation Administration ("FAA") "ASDE-X" system will only be made available to the City through the means of an executed and approved "FAA" Memorandum of Agreement ("MOA") authorizing the receipt of data from the FAA's "ASDE-X" system.

3. The Contractor will ensure the coverage area of the Aerobahn Service as of the Effective Date. The cost associated with rectifying degradation in Service that occurs as a result of a temporary or permanent change in the physical configuration of the airport (such as construction or a new terminal or runway) will be the responsibility of the City.

4. Any additional cost to reconfigure equipment, network and/or software in the event the FAA imposes any changes to the FAA data policy is the responsibility of the City.

D. Diligence: The Contractor acknowledges that time is of the essence in the performance of its services under this agreement and that the City of Denver may suffer damages if the Project is delayed as a result of the Contractor's failure to provide its services in a timely and diligent manner. Contractor shall perform the Work described herein in a timely manner and as directed by the Deputy Manager or his authorized representatives.

E. Exclusions: The FAA's control of the data distribution cabinet extends to dictating who may or may not access the data feed from the cabinet. City recognizes and understands that the FAA may grant parties other than City access to the data feed from the data distribution cabinet without seeking City's permission. Such access will not include access to data received from the supplemental remote units installed by City. The Parties recognize that the Aerobahn Service is fed data from the FAA's ASDE-X System. Contractor shall have no liability to City with respect to the quality and/or availability of such data which will be dictated by the FAA's ASDE-X maintenance philosophy with respect to maintenance windows, response times, and spare parts stockpiling.

3. COMPENSATION AND PAYMENT:

A. Fee: The City agrees to pay the Contractor for the performance and completion of all of the Work as described in **Exhibit A** and the Contractor agrees to accept as its full and only compensation that Work, a total amount of Three Million Dollars (\$3,000,000.00). Payment to the Contractor will be in accordance with the provisions herein and as more fully described in **Exhibit B**, "Service Description Pricing", attached hereto, and will be made solely and exclusively from funds appropriated and otherwise lawfully made available for the purposes of this Agreement from the City and County of Denver Airport System Operating and Maintenance Funds. The City has no obligation to make payments from any other fund or source or to make

additional appropriations or allocations to such fund or funds to satisfy such costs or other obligations, nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability.

B. Additional Services: The Contractor may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the Deputy Manager determines to be not described in the **Exhibit A** or in excess of the requirements of the **Exhibit A**. The Contractor shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services are agreed to by the Parties and have been authorized in writing in advance by the Deputy Manager. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Contract Liability set forth herein, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability.

C. Scheduling, Progress Reports and Invoices: Payments shall be made to Contractor based upon invoices and receipts submitted by Contractor which have been approved by the City, and subject to the maximum contract liability. Each such invoice shall bear the signature of an authorized officer of the Contractor certifying that the information set forth in the invoice is true and correct. The Contractor agrees that the City shall not be liable for the payment of taxes, late charges, interest or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.*

D. The City reserves the right to reject and not pay any invoice or part thereof where the Manager determines that the amount invoiced to date exceeds the amount which should be paid based upon its determination of the Work which has been performed. The City, however, shall pay any undisputed items contained in the invoice. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of Section 5-17, Revised Municipal Code.

4. MAXIMUM CONTRACT LIABILITY; FUNDING:

A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor, including the Fee set forth above and any additional services requested and authorized by the City, under the terms of this Agreement for any amount in excess of the sum of Three million, Dollars (\$3,000,000.00). The Maximum Contract Liability may only be increased by amendment to this Agreement.

5. TERM:

The Term of this Agreement shall commence on the Effective Date, January 1, 2014, and shall terminate at the end of sixty (60) months later on December 31, 2018, unless sooner terminated. The Term of this Agreement may only be increased by amendment to this Agreement.

6. SUBCONTRACTORS:

A. Although the Contractor may retain, hire and contract with outside subcontractors, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the Deputy Manager or his authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the Deputy Manager. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

B. Because the Contractor's represented professional qualifications are a consideration to the City in entering into this Agreement, the Deputy Manager shall have the right to reject any proposed outside subcontractor deemed by him, in his sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the Deputy Manager shall have the right to limit the number of outside subcontractors, or to limit the percentage of Work to be performed by them, all in his sole and absolute discretion.

C. The Contractor shall not retain any sub Contractor to perform work under this Agreement if the Contractor is aware, after a reasonable written inquiry has been made, that the subcontractor is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

7 PERSONNEL ASSIGNMENTS:

A. The Contractor shall assign a Project Manager to this Project that has experience and knowledge satisfactory to the City. The Project Manager shall be the contact person in dealing with the City's Project Manager on matters concerning this Project and shall have the authority to act for the Contractor's organization. Contractor's designated Project Manager shall remain assigned on this contract during the entire contract term, while in the employ of the Contractor, or, until such time that his performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the Contractor's Project Manager.

B. The Contractor may submit and the City will consider a request for reassignment of a Project Manager, should the Contractor deem it to be in the best interest of the City, the best interest of the Contractor's organization or in the best interest of the Contractor's Project Manager.

C. If the City allows the removal of a Project Manager, the replacement Project Manager must have, at least, similar or equal experience and qualifications to that of the original

Project Manager. The replacement Project Manager's assignment is subject to the approval of the Deputy Manager.

D. All key professional personnel identified by the Contractor will be assigned by the Contractor or subcontractors to perform work under the Work. The Deputy Manager must approve additional personnel in writing. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by the Work, and that the Contractor's and the sub Contractor's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

E. If the Contractor decides to replace any of its key professional personnel, it shall notify the Deputy Manager in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the Deputy Manager, which approval shall not be unreasonably withheld. The Deputy Manager shall respond to the Contractor's written notice regarding replacement of key professional personnel within fifteen days after the Deputy Manager receives the list of key professional personnel, which the Contractor desires to replace. If the Deputy Manager or his designated representative does not respond within that time, the listed personnel shall be deemed to be approved.

F. If, during the term of this Agreement, the Deputy Manager determines that the performance of approved key personnel is not acceptable, he shall notify the Contractor, and he may give the Contractor notice of the period of time, which the Deputy Manager considers reasonable to correct such performance. If the Deputy Manager notifies the Contractor that certain of its key personnel should be reassigned, the Contractor will use its best efforts to obtain adequate substitute personnel within ten days from the date of the Deputy Manager's notice.

8. STATUS OF CONTRACTOR:

It is agreed and understood by and between the parties hereto that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that the Contractor or its personnel are employees or officers of the City under Chapter 18 of the Revised Municipal Code for any purpose whatsoever.

9. NO AUTHORITY TO BIND CITY TO CONTRACTS:

The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and Ordinance.

10. ASSIGNMENT:

The Contractor shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the Manager. Any attempt by the Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Manager, automatically terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Manager.

11. CONFLICT OF INTEREST:

The Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given the Contractor written notice which describes such conflict. The Contractor shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

12. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, the Contractor agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

13. DSBO GOALS:

The Contractor is subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is zero percent (0%). Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors and subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Contractor to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded (0%), for the duration of this Agreement, unless the City initiates a material alteration to the Work.

14. PROMPT PAY:

The Contractor is subject to D.R.M.C. Section 20-112 wherein the Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

15. INSURANCE:

A. The Contractor shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit C**, which is incorporated into this Agreement by this reference. The Contractor shall submit to the City fully completed and executed certificates of insurance (ACORD form or equivalent approved by the City) which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Contractor signs this Agreement.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit C**. All subcontractors' certificates and endorsements must be received and approved by the Contractor before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Business & Technologies, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City Project/Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

E. The Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor under the terms of this Agreement, including the Indemnification provisions herein. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

G. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

16. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all actions, cause of action, liabilities, claims, suits, judgments, liens, awards, and damages to the extent such action, cause of action liabilities, claims, suits, judgments, liens, awards, and damages were caused by the negligent or intentional acts of the Contractor ("Claims"). Provided in each case that City shall (1) provide Contractor prompt notice of any Claims that could result in indemnification hereunder; (2) permit Contractor to conduct the defense, resolution, or other handling of any Claims with mutually acceptable legal counsel; and (3) reasonably cooperate with Contractor in such defense, resolution or other handling of any Claims. Contractor's indemnification obligation is specifically limited to those instances arising from wrongful acts or omissions of Contractor for all elements of this section.

B. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

C. This defense and indemnification obligation shall survive the expiration or termination of this Agreement for a period of six (6) calendar years from the date of this Agreement.

17. LIMITATION OF LIABILITY:

In no event shall either party's aggregate liability (including any liability of its affiliates, or its or their directors, officers, employees, shareholders, representatives, and agents) to the other party for any consequential, indirect, incidental, punitive or special damages, including without limitation loss of profits, interest, service or business interruption, relating to the performance of this contract exceed an amount equal to the contract price.

18. EXCLUSION OF WARRANTIES:

All warranties expressed or implied are excluded from this Agreement as they may apply to the AEROBAHN software except as specifically provided in Exhibit A. Specifically, no implied warranty of merchantability or fitness for a particular purpose is provided with regard to the Aerobahn software under this Agreement.

19. COORDINATION OF SERVICES:

The Contractor agrees to perform its work under this Agreement in accordance with the operational requirements of DIA, and all work and movement of personnel or equipment on areas included within the DIA site shall be subject to the regulations and restrictions established by the City or its authorized agents.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

All of the work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, the charter, ordinances and rules and regulations of the City and County of Denver, and all Denver International Airport Rules and Regulations.

21. WAIVER OF C.R.S. 13-20-802, et. seq.:

Notwithstanding any other provision of this Agreement, the Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802, et. seq.) relating to any design and construction defects in the Project under this Agreement.

22. COMPLIANCE WITH PATENT, TRADEMARK, COPYRIGHT AND SOFTWARE LICENSING LAWS:

A. The Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark, copyright and software licensing laws, rules, regulations and codes of the United States. The Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If the Contractor prepares any design documents which specify any material, equipment, process or procedure which is protected, the Contractor shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

B. The Contractor further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 16, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which violates or infringes upon any patent, trademark, copyright or software license protected by law, except in cases where the Contractor's personnel are working under the direction of City personnel and do not

have direct knowledge or control of information regarding patents, trademarks, copyrights and software licensing.

23. TAXES AND COSTS:

1. The Contractor, at its own expense, shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

2. The City shall provide to Contractor, at no cost, all necessary clearances and permits necessary to install and/or deliver the additional remote units required for the Tracking System and/or Aerobahn under this Agreement. Where such clearances, permits, leases, or fees of a similar nature are required to be obtained and paid for directly by Contractor, the City shall reimburse Contractor the actual cost of such items.

3. The City affirms that it is a tax-exempt entity under the Laws of the State of Colorado and this purchase qualifies for the Denver and Colorado sales tax exemption for sales to the United States government, the State of Colorado, its departments and institutions, and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid directly by a government agency. Taking into account the City's status, Contractor confirms that all Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature in effect as of the Effective Date and due in connection with its performance of its obligations under this Agreement. Contractor is responsible for payment of such Taxes to the appropriate governmental authority.

24. OWNERSHIP OF WORK PRODUCT:

All plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by the Contractor shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Contractor shall not be liable for any damage which may result from the City's use of such documents for purposes other than those described in this Agreement.

25. ADVERTISING AND PUBLIC DISCLOSURES:

The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to DIA shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the Contractor's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City,

including without limitation, the Mayor, the Manager, any member or members of City Council, and the Auditor.

26. COLORADO OPEN RECORDS ACT:

The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

27. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor and Contractor's agents from City facilities or participating in City operations.

28. CITY SMOKING POLICY:

Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

29. EXAMINATION OF RECORDS:

The Contractor agrees that the City's duly authorized representatives, including the City's Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving this Agreement.

30. INFORMATION FURNISHED BY CITY:

The City will furnish to the Contractor available information concerning DIA and any such other matters that may be necessary or useful in connection with the work to be performed

by the Contractor under this Contract. The Contractor shall be responsible for the verification of the information provided to the Contractor.

31. CITY REVIEW OF PROCEDURES:

The Contractor agrees that, upon request of the Deputy Manager, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

32. TERMINATION:

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Contractor, and with cause on ten (10) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If the Contractor is discharged before all the services contemplated hereunder have been completed, or if the Contractor's services are for any reason terminated, stopped or discontinued because of the inability of the Contractor to provide service under this Agreement, the Contractor shall be paid only for those services satisfactorily performed prior to the time of termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

D. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City the Contractor shall be entitled to reimbursement for the reasonable cost of the Work to the date of termination, including multiplier, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. The Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

33. SURVIVAL OF CERTAIN CONTRACT PROVISIONS:

The parties understand and agree that all terms and conditions of this Agreement, including any warranty provision, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term

or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

34. NOTICES:

Notwithstanding any other provision of this Agreement, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Contractor to: Manager of Aviation
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by City to: Kathleen Selmser
Manager, ATS Contracts
Saab Sensis Corporation
85 Collamer Crossings
East Syracuse, NY 13057

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

35. RIGHTS AND REMEDIES NOT WAIVED:

In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

36. NO THIRD PARTY BENEFICIARIES:

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

37. GOVERNING LAW; BOND ORDINANCES; VENUE:

A. This Agreement is made under and shall be governed by the law of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto.

B. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

C. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

38. SOFTWARE LICENSES AND DATA CONFIDENTIALITY:

A. Software Licenses

1. Contractor grants to Owner a non-exclusive, non-transferable (except as specifically set forth herein), limited license for the Term of this Agreement, as set forth in Section 5 above, to use Aerobahn for the City's business purposes to include affiliated companies and or marketing partners in accordance with the terms and conditions of this Agreement (the "License").

2. Beginning on the Service Commencement Date, Contractor will grant the City access to Aerobahn ("Seats") in accordance with **Exhibit A**. "User" or "Seat" shall mean each individual viewing the Aerobahn system on a display. No right is granted herewith to stream the Aerobahn display to multiple displays. For the removal of doubt, Aerobahn is the licensed software and the Tracking System is hardware (owned by the FAA and Owner) which feeds into Aerobahn. To ensure there is no disruption in service, and appropriate, timely response to technical and related Service inquiries is provided, Owner must provide written notification of any additional Seats at least 15 business days prior to the effective date to ensure that the appropriate level of access is provided, and the Seats are integrated into the Service Communication Plan.

3. In the event City requires more than allocated number Seats defined per **Exhibit A**, additional seats can be obtained for \$2,500USD/month/seat unless otherwise agreed to in writing by the Parties.

4. Contractor recognizes that it is the intention of the City to sublicense the Aerobahn Service to various other end-users. Both parties recognize the City's utilization of the FAA's ASDE-X Surveillance system for such sublicensing activities are subject to the execution by the City and the sub licensee of the FAA's Memorandum of Agreement (MOA) and FAA Order No. 1200.22E and the approval of said documents by the FAA.

5. Should the City sublicense the Aerobahn Service to third parties (e.g. airlines at DIA), Contractor agrees to separately negotiate with such third parties the acquisition of additional seats; and the development of an interface between the third parties flight planning system and the Aerobahn System. The Aerobahn System will filter the information available to each user based on system defined permissions. Also, the system will filter out all other competitive and performance information that is inappropriate to display. The system will ensure that only authorized users can access each organization's data via web service, reports, and queries. Access to proprietary, competitive data elements will be restricted to ensure that only the "owner" of a data element will be able to see the element unless otherwise authorized by the "owner".

6. Contractor shall request the City's consent, of which the City will not unreasonably withhold, to enter into separate and independent agreements with other third parties (e.g. airport tenants, stakeholders or airlines at DIA) to augment the existing Aerobahn service with additional data sources and/or provision for additional seats for use outside of the Agreement for Aerobahn Surface Management System Design, Installation and Deployment (CE91378) or this agreement.

B. Data Confidentiality and Rights

1. Confidentiality. For the purpose of this Agreement, confidential information means any information, knowledge and data marked "Confidential Information" or "Proprietary Information" or similar legend. All oral and/or visual disclosures of Confidential Information shall be designated as confidential at the time of disclosure, and be summarized, in writing, by the disclosing Party and given to the receiving Party within thirty (30) days of such oral and/or visual disclosures.

The disclosing Party agrees to make known to the receiving Party, and the receiving Party agrees to receive Confidential Information solely for the purposes of this Agreement. All Confidential Information delivered pursuant to this Agreement:

a) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own employees, corporate partners, affiliates and alliance partners who have a need to know said Confidential Information;

b) shall be treated by the receiving Party with the same degree of care to avoid disclosure to any third Party as is used with respect to the receiving Party's own information of like importance which is to be kept confidential.

These obligations shall not apply, however, to any information which:

a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party; or

b) was in the receiving Party's possession prior to receipt from the disclosing Party; or

c) is received by the receiving Party independently from a third Party free to disclose such information; or

d) is subsequently independently developed by the receiving Party as proven by its written records; or

e) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, subject to the receiving Party giving all reasonable prior notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.

Upon the request from the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information, or if directed by the disclosing Party, shall destroy such Confidential Information.

C. Data Rights / Intellectual Property

All Intellectual Property, defined to mean all information, data and technology (including all ideas, discoveries, inventions, methods techniques and processes, designs, improvements and innovations, all specifications, requirements, software and other works of authorship, and all know-how), whether or not patentable and whether or not reduced to practice, as it relates to Aerobahn and associated software and hardware is the sole property of Saab Sensis Corporation. This agreement in no way transfers ownership of Aerobahn and associated software or intellectual property related thereto from Saab Sensis to Owner.

39. PREVAILING WAGES:

Employees of the Contractor or its subcontractors may be subject to the payment of prevailing wages pursuant to D.R.M.C. 20-76, depending upon the nature of the Work. By executing this Agreement, the Contractor covenants that it is familiar with this Code Section and is prepared to pay or cause to be paid prevailing wages, if any, applicable to the work conducted by the Contractor's or its subcontractor's employees. The schedule of prevailing wage is periodically updated and Contractor is responsible for payment of then current prevailing wage. The Contractor may obtain a current schedule of prevailing wage rates at any time from the City Auditor's Office.

40. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

- (a) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Contractor is liable for any violations as provided in said statute and ordinance.
- (b) The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Contractor also agrees and represents that:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Contractor will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

41. PARAGRAPH HEADINGS:

The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

42. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This Agreement consists of Sections 1 through 49 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the "Contract Documents"):

Appendix No. 1:	Standard Federal Assurances
Appendix No. 3:	Nondiscrimination in Airport Employment Opportunities
Exhibit A:	Service Description
Exhibit B:	Service Description Pricing
Exhibit C:	Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 49 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendices No. 1 and 3
Sections 1 through 49 hereof
Exhibit A
Exhibit B
Exhibit C

43. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

44. INUREMENT:

The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

45. FORCE MAJEURE:

Neither party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

46. SEVERABILITY; ENTIRE AGREEMENT:

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having applicable authority, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Contract Documents form the entire agreement between the parties and are fully binding on the parties. No oral representations or other agreements have been made except as specifically stated in the Contract Documents.

47. COUNTERPARTS OF THIS AGREEMENT:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

48. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

49. CITY EXECUTION OF AGREEMENT:

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

Contract Control Number: PLANE-201310869-00

Contractor Name: SAAB SENSIS CORPORATION

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: PLANE-201310869-00

Contractor Name: SAAB SENSIS CORPORATION

By: W Selmsur

Name: Kathleen Selmsur
(please print)

Title: Manager, ATS Contracts
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

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1. General Overview of Service

The following outlines the scope of Extended Aerobahn Service and Surveillance Maintenance for Denver International Airport (DIA) in accordance with the work performed and procured under Agreement for Aerobahn Surface Management System Design, Installation and Deployment (CE91378) dated 22 Jun 2010.

This document outlines the scope of service defined as Service Description to include the following:

- Aerobahn Extended Service
- Surveillance Maintenance

2. Aerobahn Extended Service

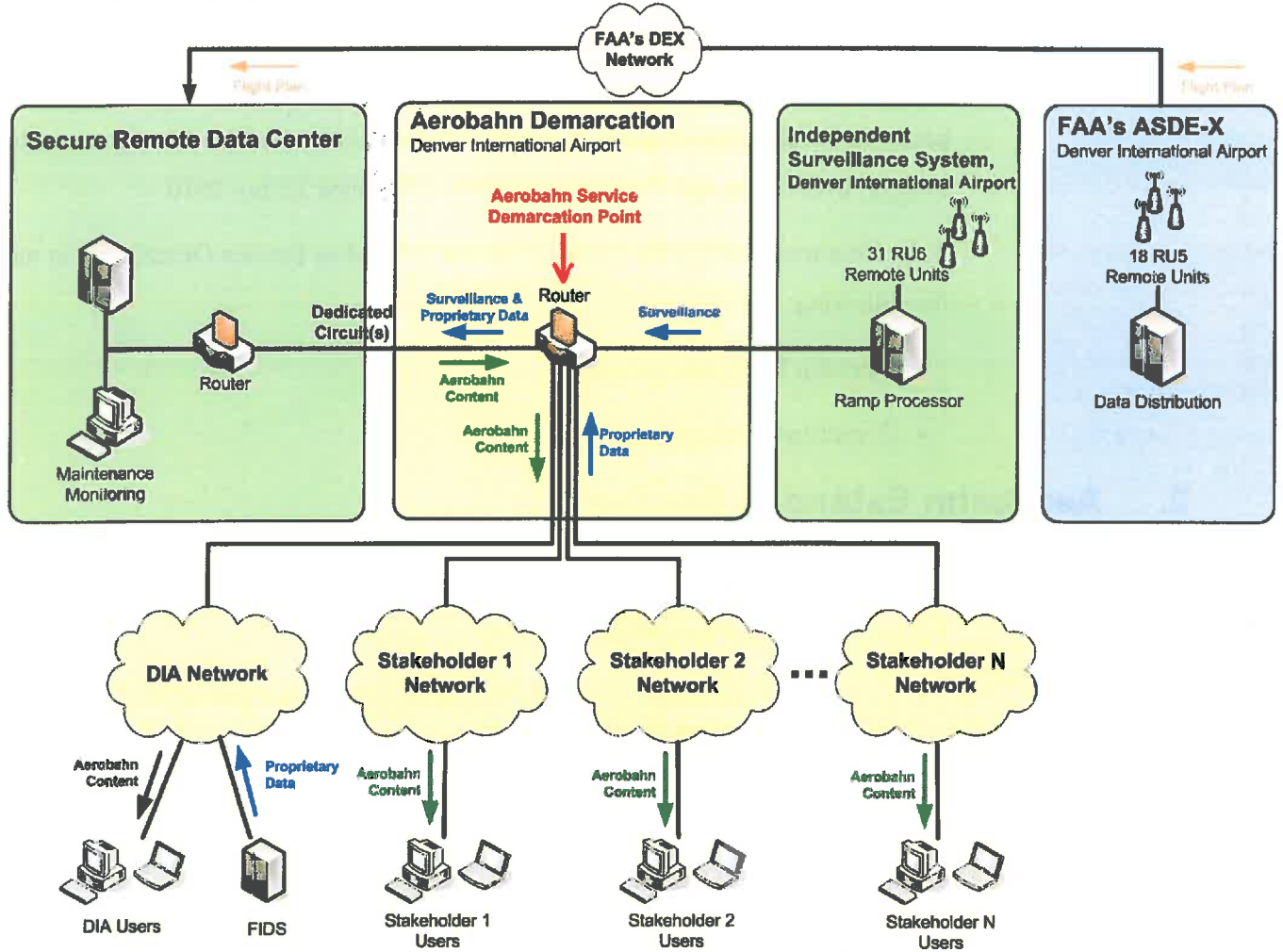
2.1 High Level Overview

Figure 1 outlines responsibility by Party:

- Contractor: Owns and maintains the Aerobahn Service and all of the equipment up to the Demarcation point at the City.
- City: Owns and maintains its' IT infrastructure and the Aerobahn Surveillance system with 3rd level support provided by Contractor.
- FAA: Owns and maintains the ASDE-X system.



Figure 1 Responsibility by Party



2.2 Aerobahn Extended Service Elements

The following table summarizes the extended service elements included with the Aerobahn Extended Service.

Figure 2 Aerobahn Extended Service Elements

Element	Description
Product Access	TaxiView, OpsView and Airport Status Dashboard.
System/Service	The City will have access to the following:



Element	Description
Access	<ul style="list-style-type: none"> ○ 27 simultaneous log-in “Seats” for the Aerobahn DEN System; ○ 12 additional seats available for use by the Deice House facility during deicing season; and ○ 10 additional seats available for use by the City, the FAA or any other non-airline application. Utilization of seats by an airline subject to prior written consent by the Contractor.
24x7 Customer Service	Around the clock access to Contractor by Authorized City Users.
Aerobahn Communications Plan	The existing Communications plan will be used and will be updated as required over the life of the Service. This is a written plan describing how actions will be taken during the duration of the service.
User Account Administration	Addition and deletions of User accounts.
Annual User Group Meetings	An interactive face-to-face meeting where the Aerobahn Service is discussed and action items assigned.
Aerobahn Hosting	Primary, Secondary, Shadow and test services are hosted at secure remote data center.
Data Back-up and Disaster Recoverability	Aerobahn data is backed up, stored, and restored as needed. The system will retain data online for reports and playback for a two year rolling time period. Data will be retained offline for a maximum of five years.
99% Availability	The Contractor will strive for a system availability of 99%. Availability is calculated on a monthly bases, with exception of the elapsed time of scheduled maintenance activities taking place between the hours of 12:00 midnight MST/MDT to 5:00 a.m. MST/MDT.
Software Updates	<p>Contractor is committed to ensure that our software works as intended.</p> <p>The City will be appraised of the planned updates well in advance of deployment. Updates will be scheduled for installation during non-peak hours, and all deployment activities will be well coordinated by the Provider’s Service Delivery Manager, with the appropriate the City personnel.</p>



Element	Description
Annual Software Upgrades	Annual upgrades of functionality. Contractor will perform an annual software upgrade. The City will be appraised of upgrades well in advance of deployment. Upgrades will be scheduled for installation during non-peak hours, and all deployment activities will be well coordinated by the Contractor Service Delivery Manager, with the appropriate the City personnel.
Annual Refresher Training	Annual onsite refresher training to ensures users are aware of the functionality of the product. The training will include a morning and afternoon session.
Communication Circuits	Maintain current agreements with communication circuit providers for circuits between the City and Contractor.
Deicing Manager Maintenance	Contractor will provide deicing module maintenance and upgrade
Predictive Suite Maintenance	Contractor will provide predictive suite maintenance and optimization.
Airport Status Dashboard	The City will have access to the new Airport Status Dashboard product from within Aerobahn. For detailed product information please refer to Attachment A, Product Description – Airport Status Dashboard.

2.3 Airport Status Dashboard

Contractor will make the new Airport Status Dashboard product available to the City within Aerobahn Extended Service. Aerobahn Airport Status Dashboard is an Aerobahn Product which provides a set of tools to collect, record, distribute, and alert on status information for all of the key components of airport operations. It consists of:

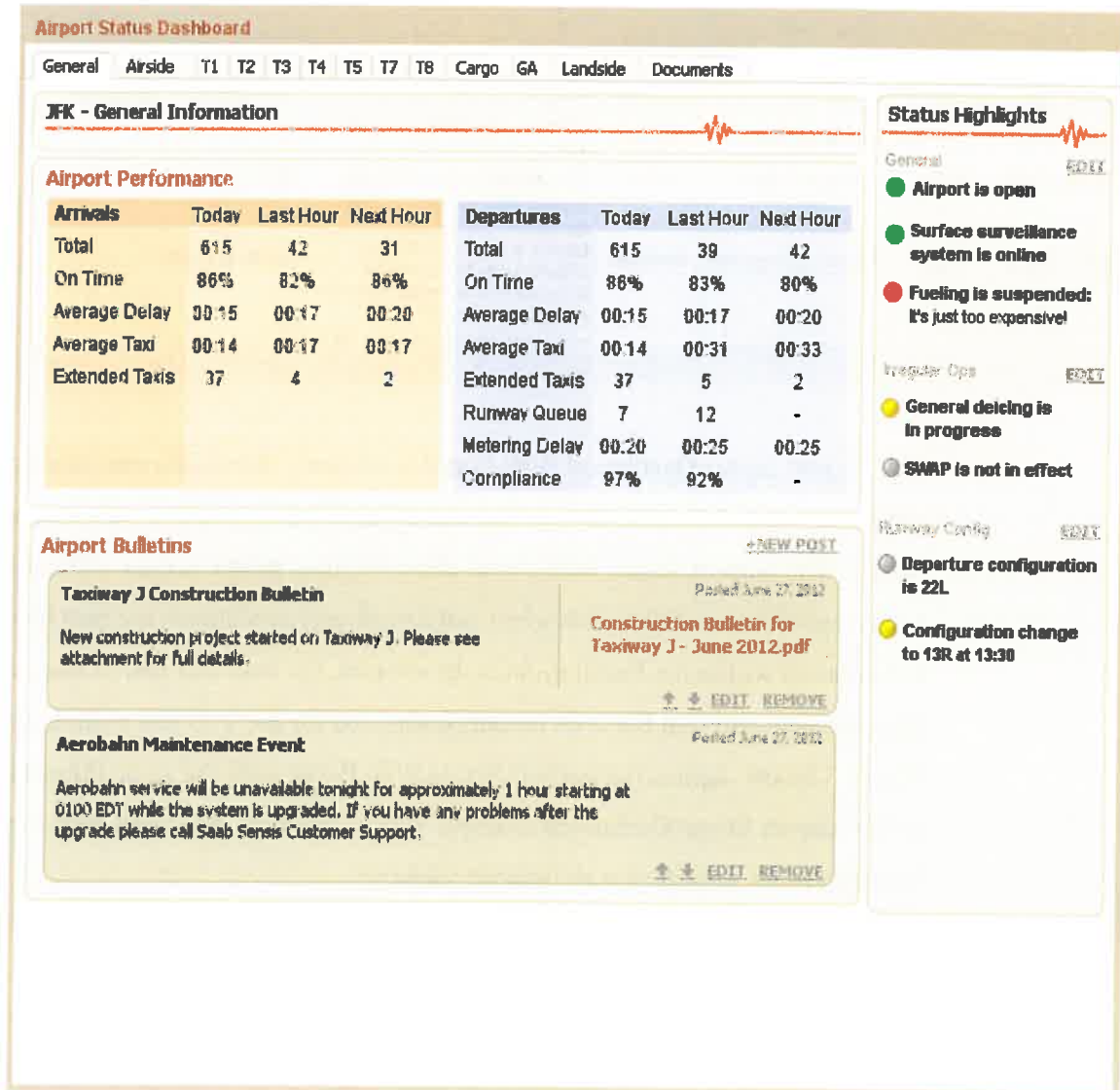
- Automated data feeds;
- Manual tools for maintaining up to date conditions;
- Concise displays to distribute information and performance metrics;
- An integrated notification system that can be customized to alert users of only the things they want to know about, when and how they want;



- And a web portal to make important airport information easily and widely available via a standard web browser or mobile device.

The Aerobahn Dashboard Product provides 3 primary application components to users. The Airport Status Dashboard is a tool that can be used within an Aerobahn Workspace to provide a single place to view and edit airport status information. An example of the Airport Status Dashboard is shown in Figure 3 below.

Figure 3 Aerobahn Airport Status Dashboard



The Aerobahn Notification Bar is also an Aerobahn Workspace enhancement, and it provides an up-to-date activity log of all of the latest airport status changes for quick reference. Users can select what information they want to subscribe to so as to only receive updates which are important to them. An example of the Aerobahn Notification Bar, expanded to show individual update details, is pictured in Figure 4 below.

Figure 4 Aerobahn Notification Bar

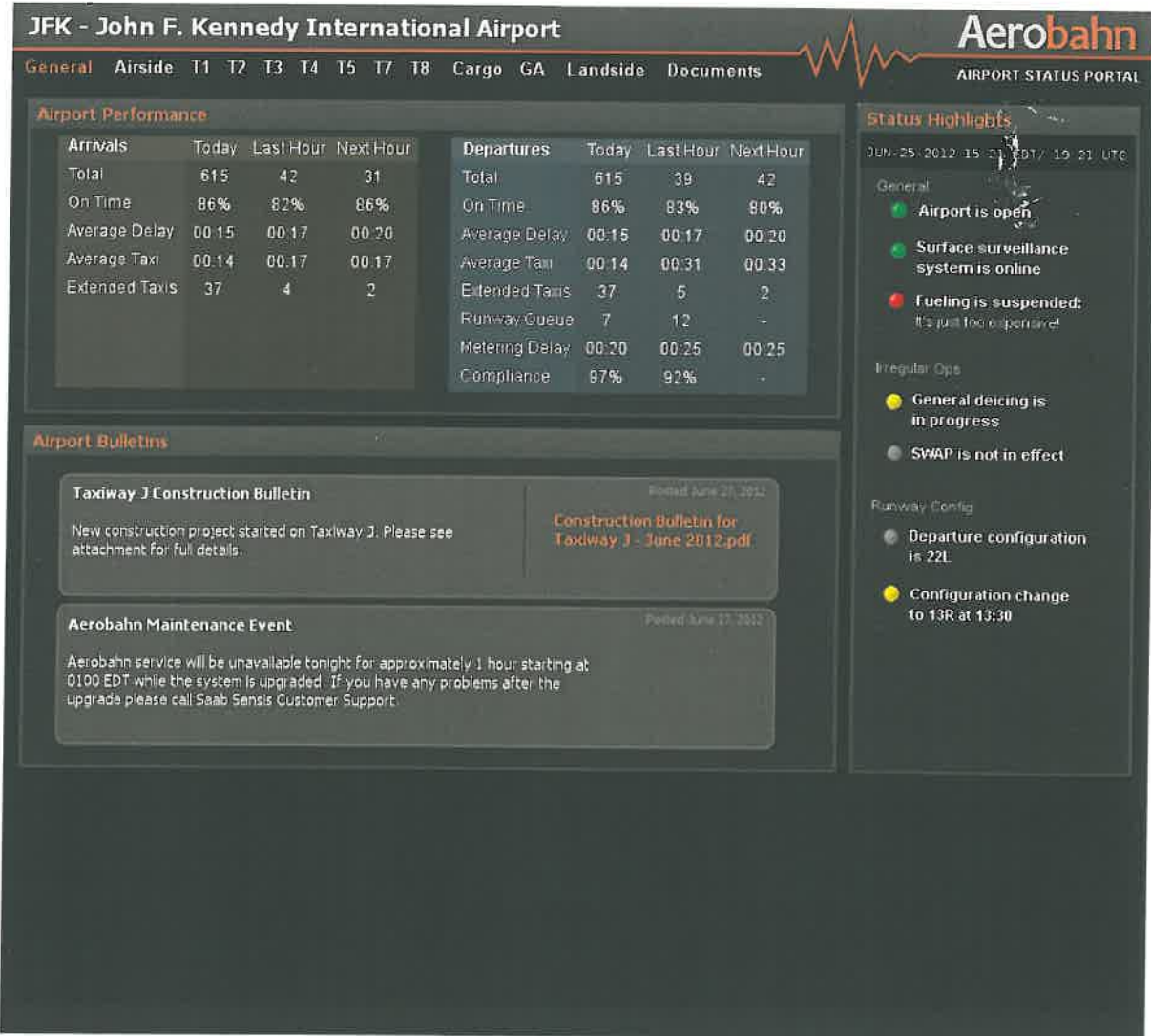
The screenshot shows the Aerobahn Notification Bar interface. At the top, there is a menu bar with 'System', 'Workspace', 'Settings', 'Tools', 'Reporting', and 'Help'. Below the menu bar, there are icons for 'Legend', 'Playback', 'Pause', and 'Search'. The main content area displays a table of notifications. The table has columns for 'Generated', 'Category', 'Sub-category', 'Event State', 'Description', 'Activity Start', and 'Activity End'. The first row shows a 'NOTAM Canceled' for 'JFK 08/19 JFK NAV ILS RWY 22L GP OTS' with a state of 'Canceled'. The second row shows 'Airside Region Closures' with a state of 'Active' and a description 'CB Closed between C and Cargo'. The third row shows 'Airside Departure Configuration' with a state of 'Scheduled' and a description 'Metering active, Compliance Monitoring inactive, 31L Desired Queue 10, 4L Desired Queue 12, 31L Planned Departure Rate 16, 4L Planned Departure Rate 32, Freeze Horizon 3, Allocation Weights 0:100'. At the bottom of the interface, there are buttons for 'Mark All', 'Unmark All', and 'Delete All'.

Generated	Category	Sub-category	Event State	Description	Activity Start	Activity End
08/16/2012 15:51	NOTAM (US)	D - NAVAID	Canceled	JFK 08/19 JFK NAV ILS RWY 22L GP OTS		
08/16/2012 13:52	Airside	Region Closures	Active	CB Closed between C and Cargo	08/16/2012 13:51	08/16/2012 20:00
08/16/2012 13:28	Airside	Departure Configuration	Scheduled	Metering active, Compliance Monitoring inactive, 31L Desired Queue 10, 4L Desired Queue 12, 31L Planned Departure Rate 16, 4L Planned Departure Rate 32, Freeze Horizon 3, Allocation Weights 0:100	08/16/2012 14:00	

The Airport Status Dashboard Web Portal is an easily accessible mechanism for retrieving status information over the web from either a standard web browser or mobile device. The Airport Status Web Portal allows limited public access without supplying login credentials or full access when authorized user credentials are provided. Information within the Portal mimics the content, the look and feel of the Aerobahn Status Dashboard tool but with layouts optimized for the web and mobile devices. Figure 5 below depicts the Airport Status Web Portal with the same information shown in the Airport Status Dashboard example above; however, rendered with slight differences for improved web browser viewing.



Figure 5 Aerobahn AIRPORT STATUS Dashboard Web PORTAL



3. Surveillance Maintenance

The following table summarizes the service elements which are applicable to the Aerobahn Surveillance System. As of the Effective Date of the Agreement the Contractor will continue to support the current Gate Surveillance System owned by the City until the time when the expanded Multilateration Surveillance System owned by the City is installed and operational. Following the conclusion of the Multilateration Surveillance System one year warranty, the Contractor will support all components of



the City’s owned Multilateration Surveillance System govern under and for the duration of the Agreement.

Figure 6 Aerobahn Surveillance Service Elements

Element	Description
24x7 Customer Service	Around the clock access to Contractor by Authorized City Users.
Remote Maintenance	Contractor will have the ability to remotely access the Aerobahn Surveillance System for diagnosis and maintenance.
Local Monitoring	The City will have the ability to monitor the system performance and call Contractor.
Technical Support	Contractor will provide remote technical support to the City site technicians to assist in resolution of system issues.
Repair/Replace of Failed units	Contractor will provide hardware repair or replacement services for equipment returned.
On-Site Support	If required, Contractor is available to travel to DIA on a Time and Materials basis for the Surveillance System.
Communication Circuits	Maintain current agreements with communication circuit providers for circuits between the City and Contractor.

3.1 Contractor Logistics Support (CLS) for the Surveillance System

1.1.1) Introduction

This section provides the overall scope of effort and service level response times for the CLS portion for the Surveillance System. Key elements include:

- Customer Service and Project Management
- Hardware Replacement/Repair
- Technical Support
- Engineering Services (Time & Materials)

Support services are all initiated by contacting Contractor Customer Service.



3.2 Customer Service and Project Management

Contractor shall provide a single point of contact, by phone and email, to quickly log, track and route all issues and requests from assignment through closure. All issues and requests are assigned a Customer Problem Report (CPR) number to ensure responsive support to both critical and non-critical issues. Customer service is available 24 a day, 7 days a week, 365 days a year.

3.3 Hardware Replacement/Repair

Contractor will provide hardware repair or replacement services for equipment returned by the City. This covers both critical and non-critical failures. If Contractor chooses to provide a replacement part, the failed item must be received by Contractor within 30 days from date the City receives the replacement part or the City will be billed for the full value of the replacement part.

For failures that are system critical and for which the City does not have a spare on site, Contractor ships a replacement part within 3 business days of notification. For non-critical failures, Contractor repairs the failed part within 45 days of receiving the failed part at Contractor. Contractor reserves the right to provide functionally compatible replacements for any Contractor-supported equipment.

Installation of hardware and/or loading of new software builds is the responsibility of the City and should be performed according to the Maintenance Training and Maintenance Manuals, both of which were previously provided by Contractor to the City. If the City desires Contractor to perform the hardware replacement or software update, requiring an on-site visit, the labor and T&L to complete this task will be covered under Section 3.5 Engineering Services.

3.4 Technical Support

Contractor will provide remote technical support to the City site technicians to assist in resolution of system issues that prevent the MDS system from meeting specified



performance requirements resulting from a system defect (i.e., hardware failure or software bug). This would not include system performance issues caused by the City personnel or environment changes such as new building construction, bad aircraft transponders, interference due to new radars, and other changes to the operating environment on or around the airport which are beyond the control of Contractor. Resolution of these issues is covered under Section 3.5 Engineering Services. Technical Support is provided by a qualified Contractor engineer via phone, email, or other electronic means. For critical issues, Contractor begins resolution within 1 business day of notification. For non-critical issues, Contractor contacts the customer within 10 business days to determine a mutually beneficial resolution plan/schedule.

3.5 Engineering Services (Time & Materials)

Engineering services may be requested on a time and material basis. This may include system performance analyses, on-site technical support, or general engineering analysis desired by the City. This may also include system performance issues that are caused by the City personnel or environment changes on or around the airport.

For instances when the City requests Contractor Technical Support on-site, this support will be billed at the fixed daily labor rate to include travel time as well as travel and living expenses. A 15% administrative expense will be added to travel and living costs only.

This option provides a contract vehicle to define and implement Additional Services or engineering services requests in an expeditious manner.

3.6 Shipping

ALL goods shipped to Denver International Airport (including CD ROM, software, documents, hardware etc.) must be sent to the following address:

Ultimate Consignee:



Denver International Airport

TBD

Denver, Colorado Zip Code

Contractor is responsible for shipping parts from Contractor Service Center to the City's premises. All repair, replacement or new purchase transactions will ship via Contractor approved carriers.

The City is responsible for shipping parts from the City's site to Contractor Service Center.

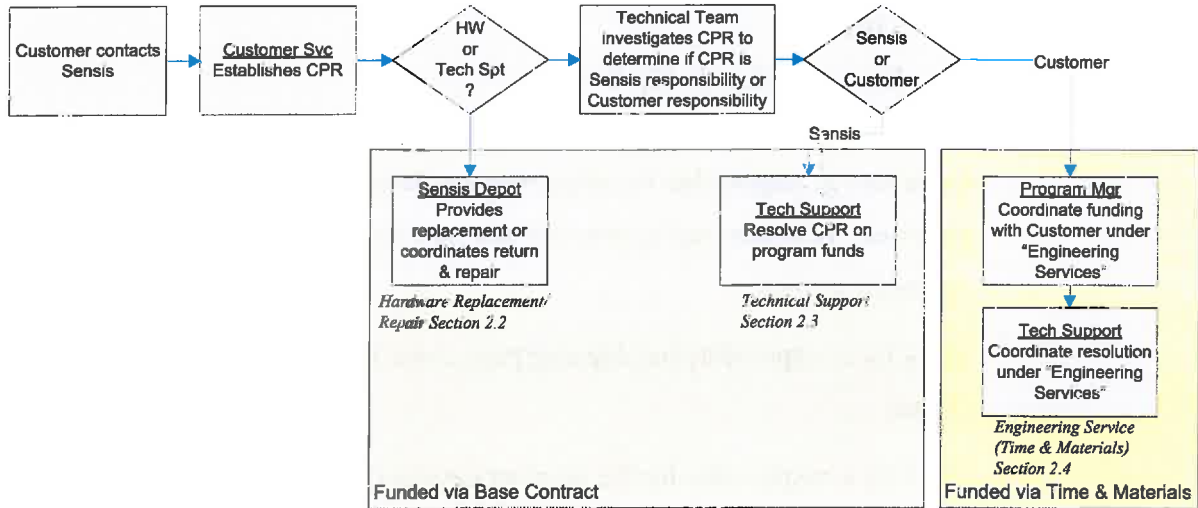
The City is responsible for the ultimate payment of all taxes including stamp charges, licenses, duties, and governmental exactions by whatever name, which may be assessed or levied outside the United States on or on account of the work performed hereunder.

3.7 The Customer Service Process

The Customer Service process used by Contractor is the foundation of guaranteeing the support necessary to address all needs of our customers. Figure 7 provides a high-level overview of the Customer Service process and the funding vehicles that support key support elements.



Figure 7 Customer Service Process



3.8 Customer Problem Report

The Customer Problem Report (CPR) is used by Contractor Corporation as the primary means to initiate all support actions for our customers including repair, replacement and technical support. The electronic CPR form will be provided to the City to facilitate electronic submittal if desired.

3.9 Customer Service Response Process Summary

Upon receipt of a customer call or email at the Contractor Customer Service, a customer service representative logs the request into the Product Support Database. The Customer Service representative then assigns and dispatches assistance depending upon the type of request and service level selected. For each CPR form sent by the City, Contractor shall inform the City about the CPR number and confirm the critical or non critical status of the CPR within 1 business day.

If the request is for hardware support, Contractor's Customer Service coordinates the replacement or repair of the failed hardware.



If the request is for technical support, a technical support representative will be assigned to evaluate the issue. If the issue is determined to be the result of a Contractor system defect, the technical support representative will respond to the the City Point of Contact (POC), investigate the issue, resolve the issue, and update the Contractor Product Support Database to reflect the results.

If it is determined that the issue is not the result of a Contractor system defect (and therefore out-of-scope), a customer service representative will notify the the City POC and provide an estimate of the number of hours required to address the issue.

Contractor will not begin working on this issue until approval is received from the POC. If, during this effort, the Contractor technical support representative determines that resolving the issue will require additional hours over-and-above the original estimate, the technical support representative will cease working the issue. A new estimate will then be provided to the City POC. Work will resume once approval is received from the City.

3.10 Customer Service Availability and Contact Information

- a. Customer would complete a CPR form before contacting Contractor.
- b. Customer would contact Contractor with the details of the CPR
 - i. Telephone + 1 315 445 5000
 - ii. Contractor Customer Service availability is as follows
 1. 24x7x365 days
 2. Calls are answered by a Customer Service representative Monday through Friday from 08:00 hours to 17:00 hours EST/EDT in the USA.
 3. Calls are answered by a voice mail system at all other times.
Press 1 for immediate assistance.
The call will be immediately directed to a customer service representative.
Press 2 for next-business-day assistance.
The caller will be prompted to leave a message, and the call will be returned at the start of the next business day in the USA defined as Monday through Friday from 08:00 hours to 17:00 hours EST/EDT in the USA.
- c. Email: customerservice@saabsensis.com.



- i. Emails receive a response within one (1) USA business day defined as Monday through Friday from 08:00 hours to 17:00 hours EST/EDT in the USA.



AEROBAHN**AIRPORT STATUS DASHBOARD
PRODUCT DESCRIPTION**

February 2013

**PROBLEM**

Airports consist of a complex network of resources, each of which has an impact on the overall performance of the operation. This array of resources includes the airspace, runways, taxiways, deicing pads, terminals, ground transportation infrastructure, other airports, hotels, and many others. And while different stakeholders are responsible for managing different resources, it is essential that everyone shares and communicates information across organizational boundaries in order to effectively operate. The difficulty however, is that information is often scattered between systems and tools without an efficient mechanism to collaborate or highlight critical components. This lack of shared and accurate information limits the ability to properly plan and forecast operations, which in turn degrades operational performance and ultimately increases costs for all stakeholders at an airport. Given the number of stakeholders involved and the diverse impact of information and collaboration, the responsibility for overall airport performance and coordination amongst stakeholders often falls on the airport operator or an airline at one of their major hubs.

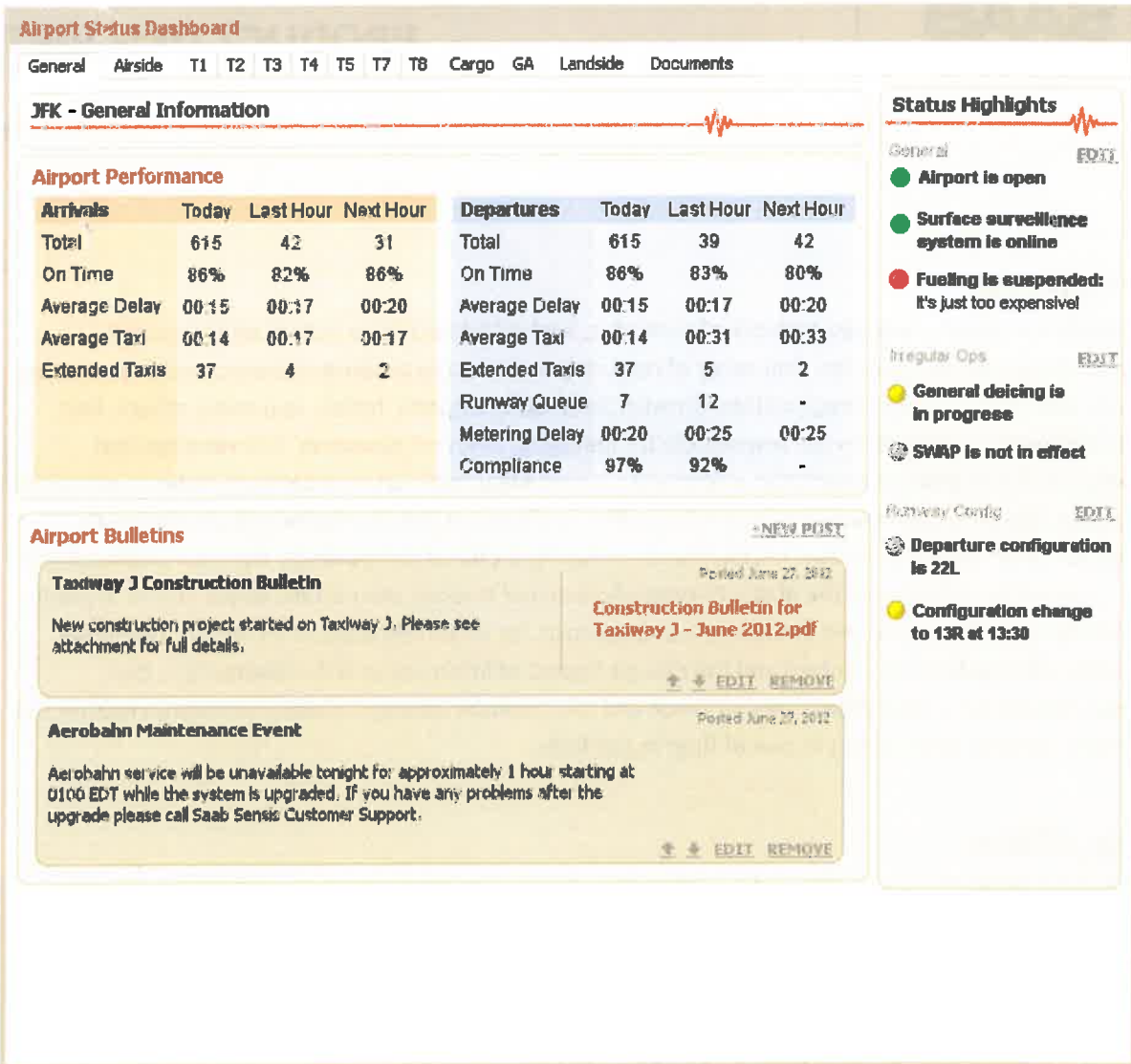
SOLUTION

Aerobahn Airport Status Dashboard is an Aerobahn Product that provides a set of tools to collect, record, distribute, and alert on status information for all of the key components of airport operations. It consists of:

- Automated data feeds;
- Manual tools for maintaining up to date conditions;
- Concise displays to distribute information and performance metrics;
- An integrated notification system that can be customized to alert users of only the things they want to know about, when and how they want;
- And a web portal to make important airport information easily and widely available via a standard web browser or mobile device.

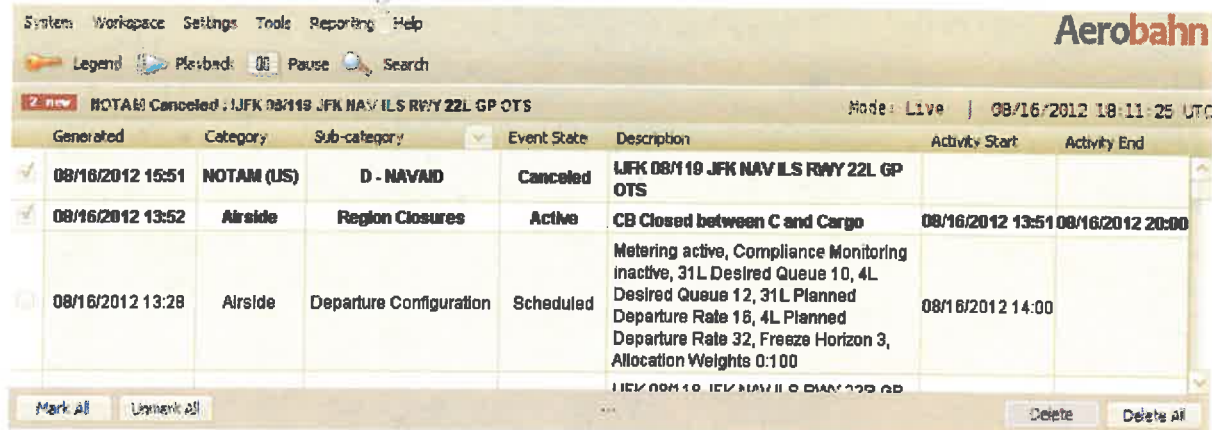
The Aerobahn Dashboard Product provides 3 primary application components to users. The Airport Status Dashboard is a tool that can be used within an Aerobahn Workspace to provide a single place to view and edit airport status information. An example of the Airport Status Dashboard is shown in Figure 1 below.

FIGURE 1 AEROBAHN AIRPORT STATUS DASHBOARD



The Aerobahn Notification Bar is also an Aerobahn Workspace enhancement, but it provides an up-to-date activity log of all of the latest airport status changes for quick reference. Users can select what information they want to subscribe to so that only updates that are important to them are shown. An example Aerobahn Notification Bar, expanded to show individual update details, is pictured in Figure 2 below.

FIGURE 2 AEROBAHN NOTIFICATION BAR



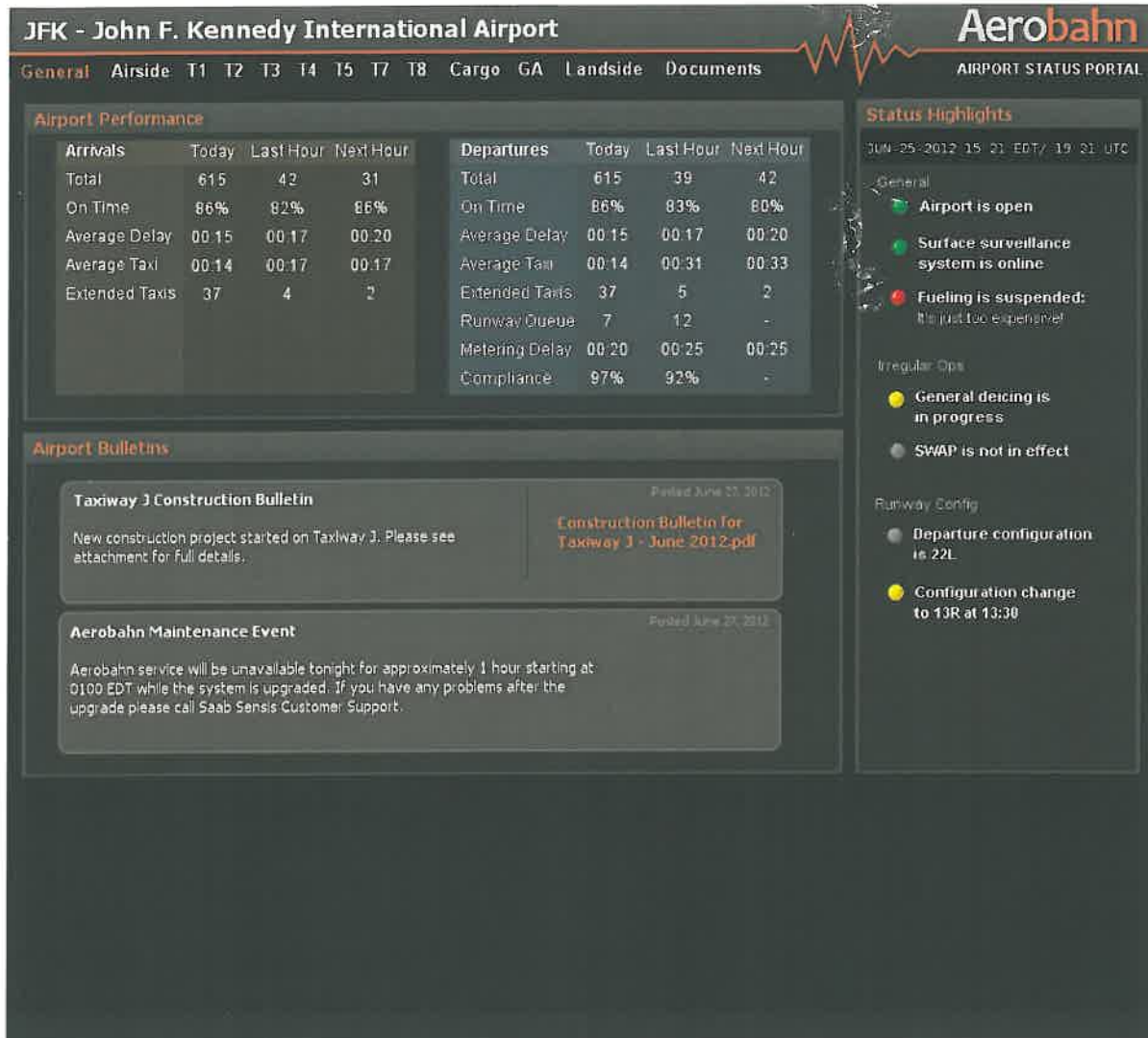
The screenshot shows the Aerobahn Notification Bar interface. At the top, there is a menu bar with 'System', 'Workspace', 'Settings', 'Tools', 'Reporting', and 'Help'. Below the menu bar, there are icons for 'Legend', 'Playback', 'Pause', and 'Search'. The main content area displays a table of events. The table has columns for 'Generated', 'Category', 'Sub-category', 'Event State', 'Description', 'Activity Start', and 'Activity End'. The events listed are:

Generated	Category	Sub-category	Event State	Description	Activity Start	Activity End
08/16/2012 15:51	NOTAM (US)	D - NAVAID	Canceled	JFK 08/16 JFK NAV ILS RWY 22L GP OTS		
08/16/2012 13:52	Airside	Region Closures	Active	CB Closed between C and Cargo	08/16/2012 13:51	08/16/2012 20:00
08/16/2012 13:28	Airside	Departure Configuration	Scheduled	Metering active, Compliance Monitoring inactive, 31L Desired Queue 10, 4L Desired Queue 12, 31L Planned Departure Rate 18, 4L Planned Departure Rate 32, Freeze Horizon 3, Allocation Weights 0:100	08/16/2012 14:00	

At the bottom of the table, there are buttons for 'Mark All', 'Unmark All', 'Delete', and 'Delete All'. The interface also shows a 'Mode: Live' indicator and a timestamp '08/16/2012 18:11:25 UTC'.

Lastly, the Airport Status Dashboard Web Portal is an easily accessible mechanism for retrieving status information over the web from either a standard web browser or mobile device. The Airport Status Web Portal allows limited public access without supplying login credentials or full access when authorized user credentials are provided. Information within the Portal mimics the content and look and feel of the Aerobahn Status Dashboard tool but with layouts optimized for the web and mobile devices. Figure 3 below depicts the Airport Status Web Portal with the same information shown in the Airport Status Dashboard example above but rendered with slight differences for improved web browser viewing.

FIGURE 3 AEROBAHN AIRPORT STATUS DASHBOARD WEB PORTAL



APPLICATION

There are two primary types of Airport Dashboard users, those responsible for managing and disseminating information for a certain set of airport resources, and those who depend on the update-to-date status information to effectively do their job. The first set of users typically consists of airport operations personnel that use the Airport Dashboard as a centralized place to input data and share it with other users. The second set comes from a variety of organizations, such as ramp control, airline dispatch, and airline customer service, which need the information contained within the Airport Dashboard to make better informed decisions. For example, an airport operator employee within the operations group might utilize the Airport Dashboard to communicate the details of all scheduled airfield construction projects. At same time, an airline ramp controller would use the Airport Dashboard

as a reference for the construction information in order to better coordinate the flow of aircraft into and out of a particular set of gates during periods of construction.

The Airport Dashboard supports a very broad set of use cases. Essentially, any piece of information that impacts multiple stakeholders at an airport can be recorded and communicated with Aerobahn Airport Dashboard in order to enable better decision making.

BENEFITS

Improved information sharing regarding the current conditions of all major elements of an airport's operation provides a more efficient overall operation, allowing commercial users to make more informed business decisions, better plan and predict their performance, reduce costs, and provide a superior customer experience. Although these benefits of collaborative information sharing are generally accepted, they are hard to discretely quantify and allot to individual organizations. A University of Michigan study on the benefits of collaboration identified that collaboration:

- Generates smarter decisions through
 - An improved understanding of complex, cross-boundary problems through shared information
 - A richer understanding of the values at stake by enabling stakeholders to articulate and discuss them
 - Higher priority on problem solving rather than procedural decision making
 - Higher priority on achieving joint gains rather than minimally satisfying decisions
 - Higher priority on proactive decision making rather than reactive
- Produces more durable decisions by building support for decisions so that they are not appealed endlessly
- Fosters action by
 - Enabling action across boundaries defined by geography, authority, values, and perceptions
 - Mobilizing shared resources (people, information, authority, funding, and expertise) to get work done

These benefits, and the information sharing required to achieve them, are directly enabled for airport operations stakeholders by Aerobahn Airport Status Dashboard.

DIFFERENTIATORS

Aerobahn Airport Status Dashboard is uniquely positioned to promote collaborative information sharing amongst airport operations stakeholders because it is seamlessly integrated into the Aerobahn Platform. Aerobahn already provides collaborative decision support tools via its data integration and display tools, and communication focused components like its integrated chat system. With the Airport Dashboard Product, Aerobahn users not only have access to the latest flight information, but they can also stay abreast of all important information and status updates pertaining to airfield conditions, airport

terminal operations, landside infrastructure, documents and procedures, and any other important resource area. All of this airport status information is tied into Aerobahn's playback system and is archived so that it can be retrieved and played back alongside the rest of the operational picture. Likewise, all information is available either within the rich Aerobahn client, or quickly via a standard or mobile web browser. Having airport status information tied into the most powerful suite of surface management tools available enables users to maximally leverage timely updates and do so without the complexity of another separate system.

Airport Status Dashboard is extremely flexible and allows all data categories and elements to be tailored for every airport and organization structure. Data is maintained securely and permissions for accessing or modifying data can be configured by users and group.

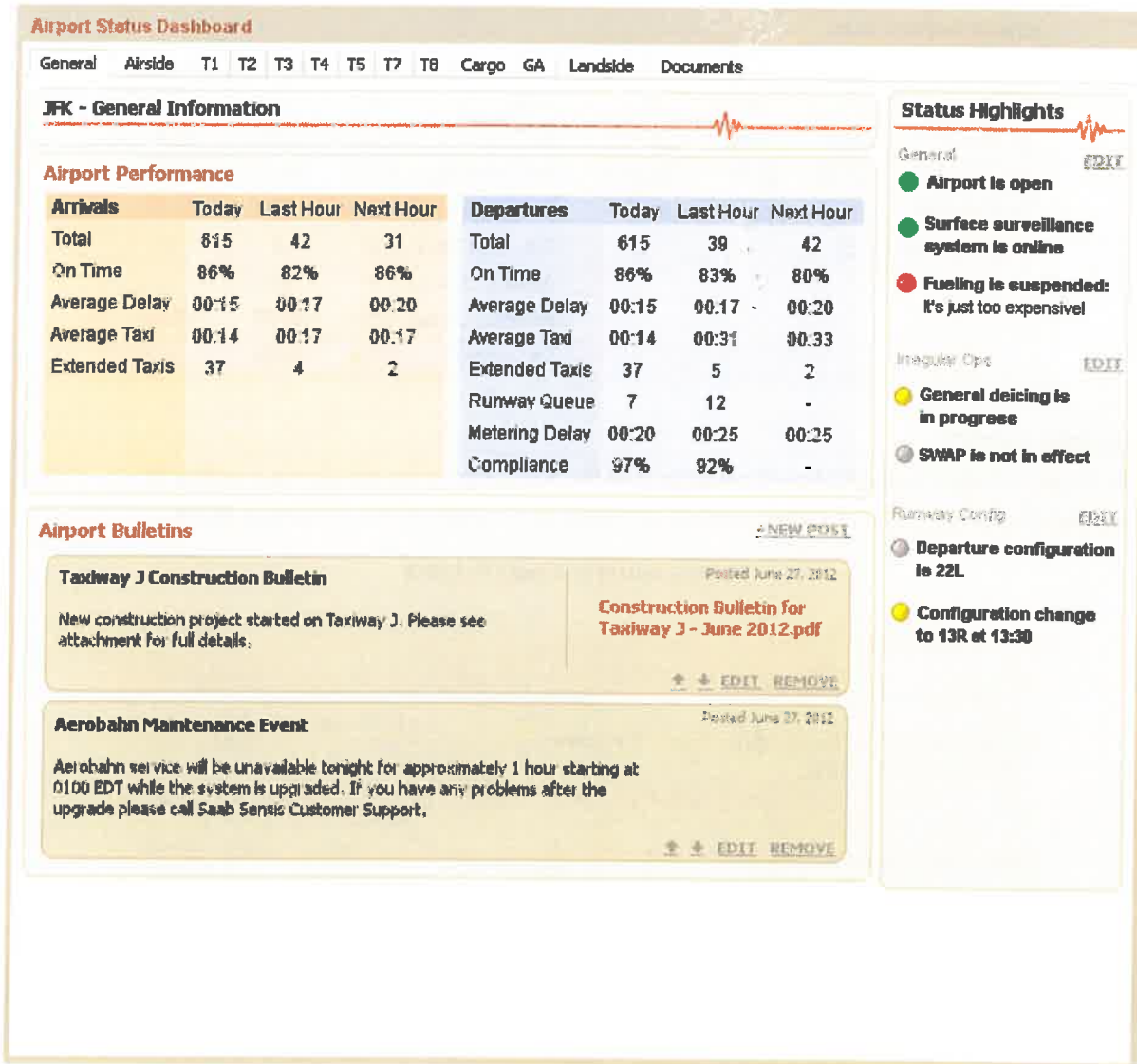
DETAILS

As discussed in the Solution section above, Aerobahn Airport Dashboard is comprised of 3 new Aerobahn components. The following sections describe in greater detail the layout and function of each.

AIRPORT STATUS DASHBOARD

The Airport Status Dashboard is a one-stop shop for all of the latest airport status information and key performance indicators. The right side of the dashboard always contains the most important set of high level status highlights. The list and grouping of highlights is fully customizable for each airport. Individual elements can either indicate a good/bad status using a red/green indicator or an inactive/active status using a grey/yellow indicator. Permissions to view or edit highlights can be controlled at the grouping level.

More detailed status information is organized by category, each of which is separated into a different tab along the top of the Dashboard tool. Again, the list and grouping of information is fully customizable for each airport. Figure 4 illustrates a base Airport Status Dashboard configuration which shows a separate tab for general, airside, each terminal, landside, and other documentation status.

FIGURE 4 EXAMPLE AIRPORT STATUS DASHBOARD CONFIGURATION


Each status category tab can contain any number of status widgets based on what information needs to be managed and shared at a specific airport. The current status widgets available for inclusion are individually detailed in the following sections. All widget titles are configurable at the system level.

AIRPORT PERFORMANCE WIDGET

The Airport Performance Widget is an automatically populated summary of key performance indicators for the current day, along with a projection for the next hour. The data feeding this widget is calculated using the Aerobahn Platform's existing surveillance and data processing algorithms, along with the Aerobahn Predictive Engine's forecasts for the "Next Hour" forward looking indicators. If the Aerobahn Predictive Engine is not procured then the forecast metrics will not be available.

FIGURE 5 AIRPORT PERFORMANCE WIDGET EXAMPLE

Airport Performance							
Arrivals	Today	Last Hour	Next Hour	Departures	Today	Last Hour	Next Hour
Total	615	42	31	Total	615	39	42
On Time	86%	82%	86%	On Time	86%	83%	80%
Average Delay	00:15	00:17	00:20	Average Delay	00:15	00:17	00:20
Average Taxi	00:14	00:17	00:17	Average Taxi	00:14	00:31	00:33
Extended Taxis	37	4	2	Extended Taxis	37	5	2
				Runway Queue	7	12	-
				Metering Delay	00:20	00:25	00:25
				Compliance	97%	92%	-

BULLETIN WIDGET

The Bulletin Widget supports free-form posts and file attachments for conveying a variety of information. Bulletins can be added, edited, removed, and reordered by authorized users.

FIGURE 6 BULLETIN WIDGET EXAMPLE

[+NEW POST](#)

Taxiway J Construction Bulletin Posted June 27, 2012

New construction project started on Taxiway J. Please see attachment for full details.

Construction Bulletin for Taxiway J - June 2012.pdf

[↑](#) [↓](#) [EDIT](#) [REMOVE](#)

Aerobahn Maintenance Event Posted June 27, 2012

Aerobahn service will be unavailable tonight for approximately 1 hour starting at 0100 EDT while the system is upgraded. If you have any problems after the upgrade please call Saab Sensis Customer Support.

[↑](#) [↓](#) [EDIT](#) [REMOVE](#)

RUNWAY STATUS WIDGET

The Runway Status Widget is a condensed aggregation of several automatic and manual data inputs. It summarizes the status of each runway along with its current planned and actual throughput.



FIGURE 7 RUNWAY STATUS WIDGET EXAMPLE

Runway Status		
04L-22R OPEN	Arrivals Actual 30	
04R-22R OPEN	Departures Actual 30 Plan 28	
13L-31R OPEN*	Arrivals Actual 9 Departures Actual 31 Plan 30	Closures <ul style="list-style-type: none"> Closed from 10:05 to 10:25. Snow removal.
13R-31L CLOSED		Closures <ul style="list-style-type: none"> Closed from 9:45-10:30. FOD removal.

AIRFIELD AND FIX CLOSURE WIDGET

The Airfield and Fix Closure Widget is a summary of all Aerobahn Region Closures that are active or currently scheduled within the Region Closure Tool.

FIGURE 8 AIRFIELD AND FIX CLOSURES WIDGET EXAMPLE

Airfield and Fix Closures			
Closure Name	NOTAM	Closed From	Closed Until
 Runway 13L-31R pavement failure Sinkhole identified near J runway entrance <i>Closed: 13L-31R, TW_Segment_JA_1, TW_Segment_JB_1</i>	06/024	06/06/2012 15:01	06/13/2012 15:01
 Deicing Pad A Pavement inspection <i>Closed: Deicing_A</i>		06/06/2012 17:30	06/13/2012 17:30

NOTAM WIDGET

The NOTAM Widget provides a tabular list of all of the current airport NOTAMs and is automatically populated via an FAA data feed. It also includes a URL link to the FAA NOTAM Manager where authorized users can update, add, and remove NOTAMs.

FIGURE 9 NOTAM WIDGET EXAMPLE

NOTAMs			FAA NOTAM MANAGER	
US #	Sub-c...	NOTAM Text	Effective Time	Expire Time
06/334	Taxiway	JFK 06/334 JFK TWY TB CLSD BTWN TW B WEF 1206290300-1206291100	06/29/2012 03:00	06/29/2012 11:00
06/335	Taxiway	JFK 06/335 JFK TWY B CLSD BTN TWY T AND TWY U WEF 1206290300-1206291100	06/29/2012 03:00	06/29/2012 11:00

ITEMIZED STATUS WIDGET

The Itemized Status Widget allows for the status of one or more individual items to be set to routine or non-routine along with a free-form explanation. Multiple Itemized Status Widgets can be used to visually group related items and also allow for different permissions to be assigned to different groups.

FIGURE 10 ITEMIZED STATUS WIDGET

Rail		EDIT
A/T CTA Loop	Routine	
A/T Jamaica	Routine	
A/T Howard Beach	Routine	
LIRR	Routine	

FREE-FORM TEXT WIDGET

The Free-Form Text Widget is a catch-all mechanism for users to input status information without rigid constraints.

FIGURE 11 FREE-FORM TEXT WIDGET EXAMPLE

Car Rentals		EDIT
Avis tel: (718) 244-5406 or tel:(800) 230-4898	Hertz tel: (718) 656-7600 or tel:(800) 654-3131	
Budget tel: (718) 656-8010 or tel:(800) 527-0700	National tel: (718) 632-8300 or tel:(800)	

FLIGHT LIST WIDGET

The Flight List Widget is another automatically populated widget that provides a list of active or upcoming arrivals and departures.

FIGURE 12 FLIGHT LIST WIDGET EXAMPLE

Terminal 1 Flights

Arrivals						Departures					
Flt ID	Orig	AC	SIBT	EIBT	AIBT	Flt ID	Dest	AC	SOBT	EOBT	AOBT
SVA23	RUH	B772	15:30	16:07		THY4	IST		16:50	16:53	
JAL6	NRT	B77W	15:15	15:18							
THY3	IST	A333	15:20	15:10							
DLH400	FRA	A388	16:50	16:45							
AMX408	MEX	B737	17:00								
BEL501	BRU	A333	16:15	16:16							
AFL100	SVG	A333	16:20	16:00							

WEB LINKS WIDGET

The Web Links Widget simply allows for important URL Shortcuts to be provided within the Airport Status Dashboard for quick reference.

FIGURE 13 WEB LINKS WIDGET EXAMPLE

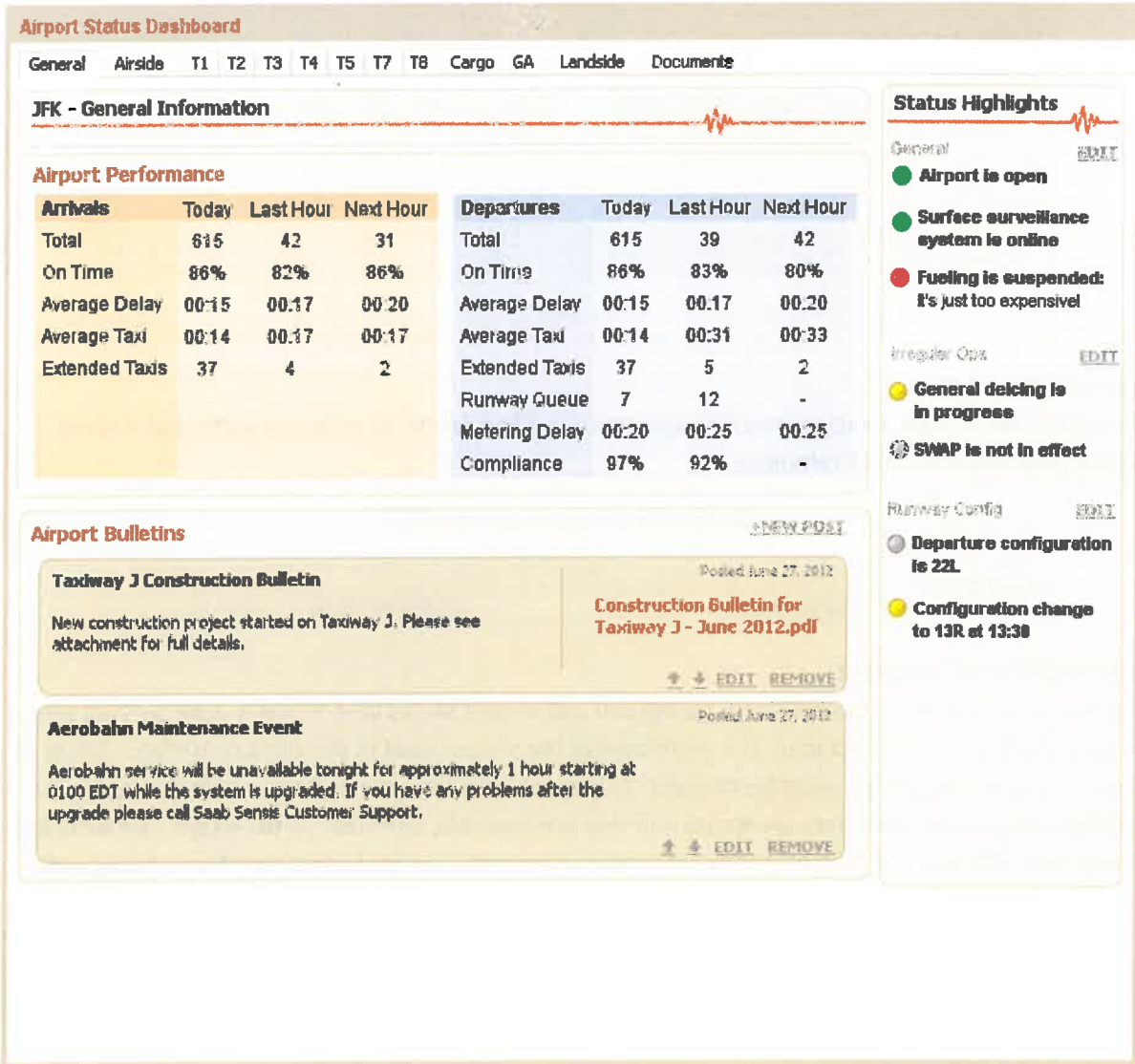
Wait Times

CBP Wait Times	ISA Wait Times
--------------------------------	--------------------------------

COMPREHENSIVE EXAMPLE

The configuration of the Airport Status Dashboard and Airport Status Web Portal is done by Saab Sensis in consultation with the customer. It is performed at the system level to provide a consistent view to all users and to enable system wide permissions to establish who can view and edit which elements. The configuration covers what data categories and tabs are available, and what status widgets are included under each of them. The following series of images represent a typical Airport Dashboard configuration.

FIGURE 14 AIRPORT STATUS DASHBOARD COMPREHENSIVE EXAMPLE





Airport Status Dashboard

[General](#) | [Airside](#) | [T1](#) | [T2](#) | [T3](#) | [T4](#) | [T5](#) | [T7](#) | [T8](#) | [Cargo](#) | [GA](#) | [Landside](#) | [Documents](#)

JFK - Airside Information

Runway Status [EDIT](#)

04L-22R	Arrivals	Actual 30	
OPEN			
04R-22R	Departures	Actual 30 Plan 28	
OPEN			
13L-31R	Arrivals	Actual 9	Closures • Closed from 10:05 to 10:25. Snow removal.
OPEN*	Departures	Actual 31 Plan 30	
			NOTAMS • SINKHOLE 12 INCHES IN DIAMETER BTN TWYS ZA AND TWY E APPROX 100 FEET SOUTH OF RWY 13L/31R
13R-31L			Closures • Closed from 9:45-10:30. FOD removal.
CLOSED			

Status Highlights [EDIT](#)

General

- **Airport is open**
- **Surface surveillance system is online**
- **Fueling is suspended: It's just too expensive!**

Irregular Ops [EDIT](#)

- **General deicing is in progress**
- **SWAP is not in effect**

Runway Config [EDIT](#)

- **Departure configuration is 22L**
- **Configuration change to 13R at 13:30**

Airfield and Fix Closures [EDIT](#)

	Closure Name	NOTAM	Closed From	Closed Until
-	Runway 13L-31R pavement failure	06/024	06/06/2012 15:01	06/13/2012 15:01
	Sinkhole identified near J runway entrance Closed: 13L-31R, TW_Segment_JA_1, TW_Segment_JB_1			
-	Deicing Pad A		06/06/2012 17:30	06/13/2012 17:30
	Pavement inspection Closed: Deicing_A			

Winter Operations [NEW POST](#)

There are currently no posts

NOTAMs [FAA NOTAM MANAGER](#)

US #	Sub-c...	NOTAM Text	Effective Time	Expire Time
06/334	Taxiway	IJFK 06/334 JFK TWY TB CLSD BTWN TWY B WEF 1206290300-1206291100	06/29/2012 03:00	06/29/2012 11:00
06/335	Taxiway	IJFK 06/335 JFK TWY B CLSD BTN TWY T AND TWY U WEF 1206290300-1206291100	06/29/2012 03:00	06/29/2012 11:00

1 | Saab Sensis Proprietary Data | 3

Airport Status Dashboard

[General](#)
[Airside](#)
[T1](#)
[T2](#)
[T3](#)
[T4](#)
[T5](#)
[T7](#)
[T8](#)
[Cargo](#)
[GA](#)
[Landside](#)
[Documents](#)

JFK - Terminal 1 Information

Terminal 1 Status EDIT

Terminal 1 operations are Routine Free form text can be entered here

Terminal 1 Flights

Arrivals

Flt ID	Orig	AC	SIBT	EIBT	AIBT
SVA23	RUH	B772	15:30	16:07	
JAL6	NRT	B77W	15:15	15:18	
THY3	IST	A333	15:20	15:10	
DLH400	FRA	A388	16:50	16:45	
AMX408	MEX	B737	17:00		
BEL501	BRU	A333	16:15	16:16	
AFL100	SVO	A333	16:20	16:00	

Departures

Flt ID	Dest	AC	SOBT	EOBT	AOBT
THY4	IST		16:50	16:53	

Status Highlights EDIT

General

- Airport is open
- Surface surveillance system is online
- Fueling is suspended: It's just too expensive!

Irregular Ops EDIT

- General deicing is in progress
- SWAP is not in effect

Runway Config EDIT

- Departure configuration is 22L
- Configuration change to 13R at 13:30

Terminal 1 Notes + NEW POST

Airlines Posted June 27, 2012

Aeromexico	Air China	Air France	Alitalia	Austrian	Cayman Airways
China Airlines	China Eastern	Eva Airways	EZJet Air	Hellenic	Japan
...					

[↑ ↓](#) [EDIT](#) [REMOVE](#)

Contact Numbers Updated June 28, 2012

555-555-5555

...

[↑ ↓](#) [EDIT](#) [REMOVE](#)

Wait Times

[CBP Wait Times](#)

[TSA Wait Times](#)

Airport Status Dashboard

General Airside T1 T2 T3 T4 T5 T7 T8 Cargo GA Landside Documents

JFK - Landside Information

Hotels EDIT

Car Rentals EDIT

<p>Avis tel: (718) 244-5408 or tel:(800) 230-4898</p> <p>Budget tel: (718) 656-6010 or tel:(800) 527-0700</p>	<p>Hertz tel: (718) 856-7600 or tel:(800) 654-3131</p> <p>National tel: (718) 632-8300 or tel:(800)</p>
---	---

Roadways EDIT

Van Wyck	Routine	
Belt Parkway	Routine	
JFK Expressway	Routine	

Rail EDIT

A/T CTA Loop	Routine	
A/T Jamaica	Routine	
A/T Howard Beach	Routine	
LIRR	Routine	

Subway EDIT

'A' Howard Beach	Routine	
Other	Routine	

Taxis and Buses EDIT

Taxis	Routine	
Buses	Routine	

Status Highlights

General EDIT

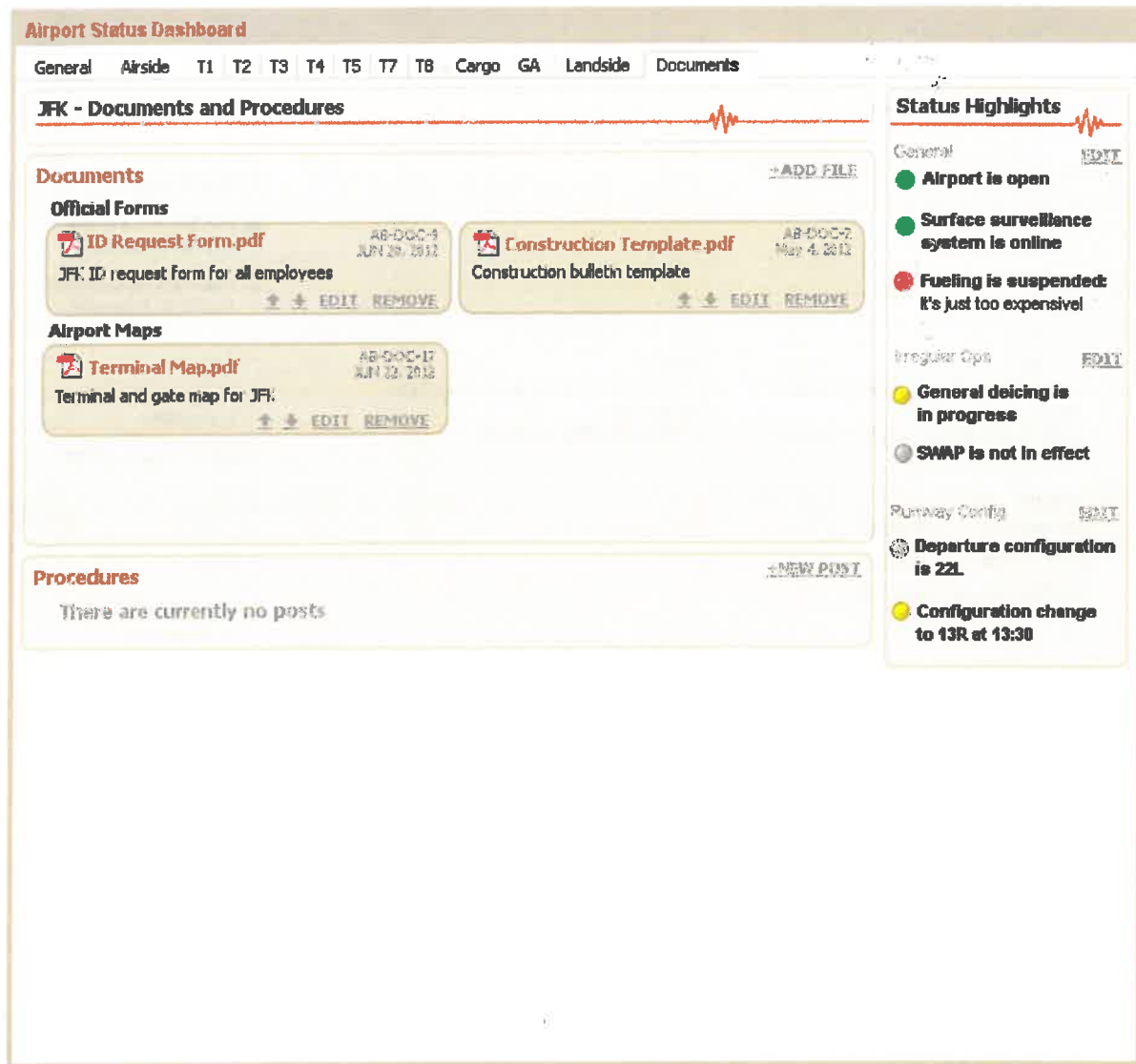
- Airport is open
- Surface surveillance system is online
- Fueling is suspended: It's just too expensive!

Irregular Ops EDIT

- General deicing is in progress
- SWAP is not in effect

Runway Config EDIT

- Departure configuration is 22L
- Configuration change to 13R at 13:30



AEROBAHN NOTIFICATION BAR

The Airport Notification Bar is an enhanced Aerobahn Workspace toolbar that coalesces airport status updates from automated data feeds, various Aerobahn tools, and the Airport Status Dashboard into a centralized log. It provides users a single, easy to find, reference point for critical information. Individual users can customize what categories of information they are interested, and how they want the updates displayed. This greatly reduces information noise and only requires user attention when it is warranted. The following two diagrams depict the Notification Bar expanded to see a few detailed updates along with the settings dialog for customizing a user's subscription policy.

FIGURE 15 AIRPORT NOTIFICATION BAR EXAMPLE

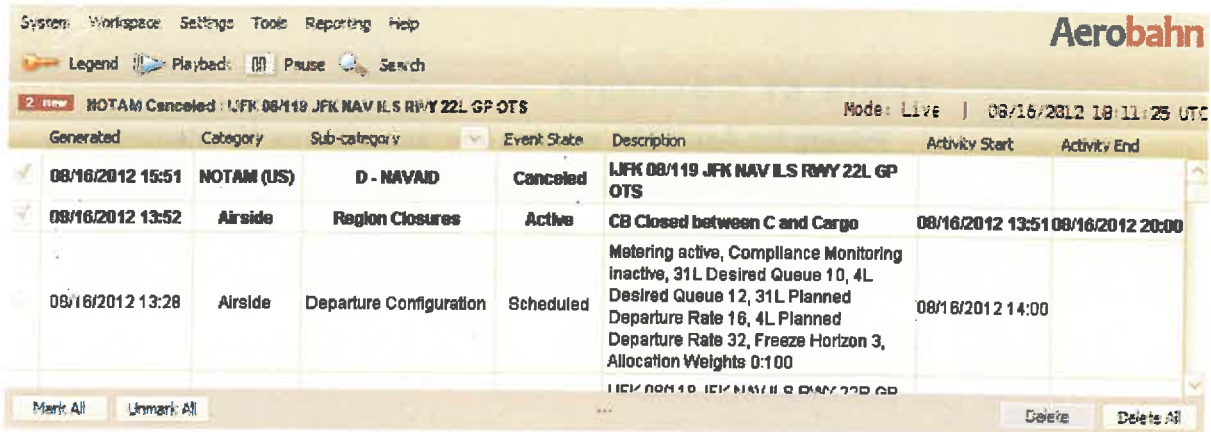
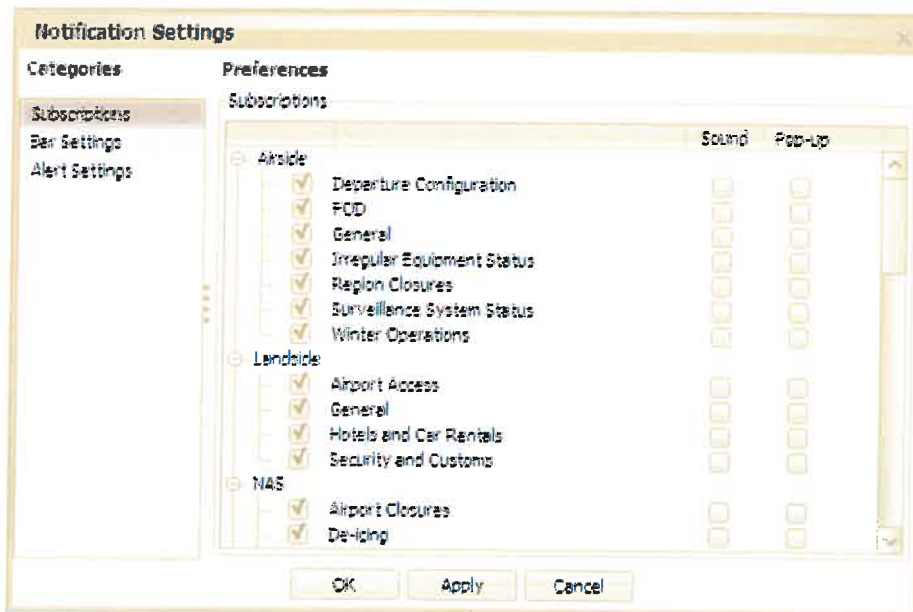


FIGURE 16 AIRPORT NOTIFICATION BAR SUBSCRIPTION SETTINGS



AIRPORT STATUS DASHBOARD WEB PORTAL

The Airport Status Dashboard Web Portal simplifies access to the wealth of information managed within Aerobahn Airport Dashboard. Users can access public information without any login credentials, or they can supply credentials for full access. The Web Portal shows the same information as the Airport Status Dashboard, but does so outside of the standard Aerobahn client application to facilitate quick access or access via mobile devices on the go.

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1.1 Payment Terms and Schedule of Fees 1

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Figure 1 Pricing 1



1 Pricing for Aerobahn Service and Surveillance Maintenance

Figure 1 Pricing

Terms	
Effective Date - Service Start Date	January 1, 2014
Term of the Service	60 months
Monthly Price Includes: <ul style="list-style-type: none"> • Customer Service • Aerobahn Service • Aerobahn Surveillance System Maintenance 	\$50,000

1.1 Payment Terms and Schedule of Fees

Payment for this Agreement shall be as follows:

- Invoices will be billed monthly prior to the beginning of each month.
- Engineering services (as applicable) will be billed on a Time and Materials basis.
- Travel (as requested), will be billed to include a 15% fee which is applied to all actual Travel & Living (T&L) expenses incurred. The 15% fee is allocated to cover Contractors administrative expenses associated with T&L.
- Payment Terms - Net 30 days after receipt of invoice.
- All prices are stated in U.S. Dollars.



EXHIBIT C
CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201310869 – Maintenance Support for Aerobahn Surface Management System

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___ Project ___ Location ___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area Minimum Limits of Liability (In Thousands)	Each Occurrence and aggregate	\$1,000
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Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Professional Liability only as applicable Information Technology Contracts

Coverage: Professional Liability including Cyber Liability for Errors and Omissions

(If contract involves software development, computer consulting, website design/programming, multi-media designers, integrated computer system design, data management, and other computer service providers.)

Minimum Limits of Liability (In Thousands)	Per Claim	\$1,000
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Any Policy issued under this section must contain, include or provide for the following:

1. The insurance shall provide coverage for the following risks:
 - a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
 - b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
 - c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
2. Policies written on a claims-made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.
3. Any cancellation notice required herein may be provided by either certified or regular mail.
4. The policy shall be endorsed to include the City, its elected officials, officers and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Insured
5. Coverage must include advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.