



The Purchasing Memo

Date: December 17, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director ^{EC}/_{ec}

Subject: 2026 Bundled Support

Vendor Name: Altura Communication Solutions LLC

Munis Vendor Number: 2973

ITEM AND ISSUE:

Request for Approval Amendment No. 2 to Item #20-0041 Services with Altura Communication Solutions to Increase the Compensation by \$411,166.01 for a New Total Amount of \$1,238,766.08, to Extend the Termination Date to December 31, 2027 and, to Amend the Scope of Services to Add Avaya Maintenance and Support Services. (Eric Candelaria, ITT Director; edcandelaria@santafenm.gov)

BACKGROUND AND SUMMARY:

Waterfield Signature Support (Services) is an Information Technology Infrastructure Library (ITIL) based service provided to our customers across critical technology areas. Waterfield's Signature Support offering consists of the monitoring, troubleshooting, device and service management (incident, change, problem, MACO), and reporting of the Customer's Managed Infrastructure. Service Assets common to all Waterfield supported technologies are based upon practices recommended by the ITIL and specific OEM's. All remote Services will be provided 24x7x365, except where noted. This document (the "Services Description") describes the Service elements, features, and Assets of Waterfield Signature Support.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Services of Other Departments/ 620

Munis Org Name/Number: ITT EAS/ 6203600

Munis Object Name/Number: Software Subscriptions/ 530710

Budget Officer / Designee: Andy Hopkins **Date:** 01/05/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-28 through 13-1-199, GSA

Chief Procurement Officer (CPO)/Designee:  _____ Date: 01/06/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: 
Eric Candelaria (Dec 18, 2025 08:39:19 MST) _____ Title: ITT Department Director _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

GSA memo

Altura Communications Solutions Agreement Amendment 2 to Item# 20-0041

Altura Communications Solutions Agreement Amendment 1 to Item# 20-0041

Altura Communications Solutions Agreement Item# 20-0041

Exhibit A-2026 Bundled Support 2 Year Term/ Proposal

Certificate of Insurance

W9

MEMORANDUM

Date: December 12, 2025

To: Altura Communication Solutions LLC

Attn: Klaus Hillman, Senior Vice President of Sales

From: *Travis Dutton-Leyda, Chief Procurement Officer, City of Santa Fe Purchasing Division*
RE: GSA Contract GSA # 47QTCA19D007R, GS-35F-0666W, and GS-35F-0156V

The City of Santa Fe by mutual agreement between the City and Altura Communication Solutions LLC is willing to enter into a GSA price agreement based on the following requirements:

1. Provide an updated Federal Supply Schedule to include current or updated contract dates.
2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

I agree to extend and/or renew the above referenced GSA price agreement.

I DO NOT agree to extend and/or renew the above referenced GSA price agreement.

Klaus Hillmann, SVP Sales

Print Name, Title

_____ Email Address



Signature

_____ Company Name

12-15-2025

Date

_____ Address

Cc: Travis Dutton-Leyda, Chief Procurement Officer
Procurement File



GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

CONTRACT NUMBER:
47QTCA19D007R
COOP
PURCH

PERIOD COVERED BY CONTRACT:
03/14/2019 through 03/13/2029
+2, 5-year options



Open Text, Inc.
2440 Sand Hill Rd., Ste. 301
Menlo Park, CA 94025-6900
Phone: (301) 340-4069
E-Mail: avernon@opentext.com
Website: <http://www.opentext.com>

BUSINESS SIZE: Other than Small
DUNS NUMBER: 064596158

Pricelist current through **PA-0079**, effective date **06/21/2025**.
Prices Shown Herein are Net (discount deducted)

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage! a menu- driven database system. The Internet address for GSA Advantage! is <http://www.gsaadvantage.gov>. For more information on ordering go to the following website: <https://www.gsa.gov/schedules>.

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

Includes both term and perpetual software licenses and maintenance.

SPECIAL ITEM NUMBER 611420 – INFORMATION TECHNOLOGY TRAINING

Includes training on hardware, software, cloud, and other applicable system

SPECIAL ITEM NUMBER OLM – ORDER-LEVEL MATERIALS (OLMs)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

- "Open Market Items."
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:

- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.



AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

MAS

Altura Communication Solutions, with offices nationwide, is one of Avaya's largest Platinum authorized Business Partners and a leading provider of communication enabled solutions and professional services to enterprises. For nearly two decades, enterprises throughout North America have trusted Altura with solving their business issues. Altura's top rated and industry leading service, key strategic partnerships providing a full suite of converged voice and data network solutions, provide the highest business value to our customers.

Special Item No. 54151S Information Technology Professional Services
Special Item No. 811212 Maintenance of Equipment, Repair Services

SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance
FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D308 Programming Services
FPDS Code D316 IT Network Management Services

SPECIAL ITEM NUMBER 811212 – MAINTENANCE OF EQUIPMENT, REPAIR SERVICES

FSC/PSC Class J058 Maint/Repair/Rebuild of Equipment Communication, Detection, and Coherent Radiation Equipment.
FSC/PSC Class J070 Maint/Repair/Rebuild of Equipment-ADP Equipment/Software/Supplies/Support Equipt.

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Altura Communication Solutions
1540 South Lewis Street
Anaheim, CA 92805-6423
Phone: 508-458-4646
Fax: 508-458-4636
www.alturacs.com

Contract Number: **GS-35F-0666W**
Period Covered by Contract: **October 1, 2020 - Sep 30, 2025**

General Services Administration
Federal Acquisition Service

Pricelist current through Modification **PS-0035**

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also



**AUTHORIZED FEDERAL SUPPLY SERVICE
MULTIPLE AWARD SCHEDULE PRICE LIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICE**

SUBCATEGORY F02 IT HARDWARE

SIN 33411 PURCHASING OF NEW ELECTRONIC EQUIPMENT

33411 Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

Cooperative Purchasing: Yes

FSC/PSC Code: 7010

SIN 811212 COMPUTER AND OFFICE MACHINE MAINTENANCE AND REPAIR

811212 Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment. (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment

Cooperative Purchasing: Yes

FSC/PSC Code: J070

SUBCATEGORY F03 IT SERVICES

SIN 54151S INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

54151S IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

Cooperative Purchasing: Yes

FSC/PSC Code: D399

SUBCATEGORY F04 IT SOFTWARE

SIN 511210 SOFTWARE LICENSES

511210 Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message-based applications, Internet software, database management applications, and other software.

Cooperative Purchasing: Yes

FSC/PSC Code: 7030

SIN 54151 SOFTWARE MAINTENANCE SERVICES

54151 Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

Cooperative Purchasing: Yes

FSC/PSC Code: J070

SUBCATEGORY F01 IT SOLUTIONS

SIN 518210C CLOUD COMPUTING AND CLOUD RELATED IT PROFESSIONAL SERVICES

518210C Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud computing services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to, or governance/management of cloud computing. Specific cloud related IT professional labor categories and/or fixed-price professional services solutions (e.g., migration services) that support activities associated with assessing cloud solutions, refactoring workloads for cloud solutions, migrating legacy or other systems to cloud solutions, providing management/governance of cloud solutions, DevOps, developing cloud native applications, or other cloud oriented activities are within scope of this SIN.

Cooperative Purchasing: Yes

FSC/PSC Code : DB10



Cooperative Purchasing: Yes

ORDER-LEVEL MATERIALS

SIN OLM ORDER-LEVEL MATERIALS (OLMs)

Ordering activities may go to www.gsa.gov/olm for more information on OLMs established and priced at the order level.

For more information on ordering from Federal Supply Schedules click on the following web link:
www.fss.gov.

**Avaya Federal Solutions, Inc.
7415 Boston Blvd.
Springfield, VA 22153
1-800-492-6769**

Contract Number: GS-35F-0156V

Period Covered by Contract:

January 8, 2024 through Jan 7, 2029

Price list current through Modification # 222 dated October 31, 2025

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The Internet address for GSA Advantage!® is: www.GSAAdvantage.gov.

Item #: _____
Munis Contract #: 3201719
Original Contract Item #: 20-0041
GSA #:GS-35F-0666W, GS-35F-0156V, GSA-47QTCA19D007R

**CITY OF SANTA FE
AMENDMENT No. 2 TO
ALTURA COMMUNICATIONS SOLUTIONS AGREEMENT
ITEM # 20-0041**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated February 3, 2020 (the "Contract"), between the City of Santa Fe (the "City") and Altura Communication Solutions. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide Avaya Maintenance and Support Services.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 2 of the Contract is amended to provide the Avaya Maintenance and Support Services 1/1/2026-12/31/2027, so that Article 1 reads as follows:

Altura shall provide the products, maintenance and support as stated in Quote 45516.10 and support details attached as Exhibit A.

2. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of four hundred and eleven thousand one hundred and sixty-six dollars and one cent (\$411,166.01) so that Article 3 reads in its entirety

as follows:

The total increase in compensation under this Amendment no. 2 is \$411,166.01 including New Mexico gross receipts tax (“NMGRT”) levied at the rate of 8.1875%. The total compensation of this agreement shall not exceed one million two hundred and thirty-eight thousand and seven hundred and sixty-six dollars and eight cents (\$1,238,766.08) including NMGRT.

- Compensation paid 12/31/2019 - 12/31/2022 equals \$243,640.86
- Compensation paid under Amendment 1, through 12/31/2025 equals \$583,959.21
- Compensation paid under Amendment 2 through 12/31/2027 equals \$411,166.01

3. TERM.

Article 5 of the Agreement is hereby deleted in its entirety and substituted with the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. The Agreement shall begin on the date approved by the City, and end on 12/31/2027. The City reserves the right to renew the contract on an annual basis by mutual agreement not to exceed ten years in accordance with the NMSA 1978 § 13-1-50 through 152.


4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
ALTURA COMMUNICATIONS SOLUTIONS


[Klaus Hillmann \(Dec 4, 2025 17:30:34 EST\)](#)

CITY MAYOR

KLAUS HILLMAN
SENIOR VICE PRESIDENT OF SALES

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:



FRANK RUYBALID, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR 01/06/2026



communication solutions
A Waterfield company

EXHIBIT A

PROPOSAL

CITY OF SANTA FE

2026 Bundled Support - 2 Year Term

VERSION

3

QUOTE #

45516.10

DATE PREPARED

10/29/2025

PREPARED FOR

Edward Romero
Network Engineer

PREPARED BY

MaryGrace Crisci
(714) 948-8450
marygrace.crisci@waterfield.com



Avaya License Activation Fee

License Activation

Altura will perform a remote license activation during regular business hours. If Customer's Change Policy or system requirements require after hours license activation, then additional labor will be required.

Normal turnaround time for license activation will be 10 business days after the PO is provided to Altura. If licenses are required in less than 5 business days from receipt of the Customer PO, then an expedite fee of \$500 will be required.

Any additional services will be added via a Job Change Order.

Signature Support

Signature Support

This Services Description and all Services and Deliverables hereunder shall be governed by the terms and conditions outlined in the Master Services Agreement (the "Agreement") between Customer and Waterfield. If there is a conflict between this Services Description and the Agreement, the Agreement will control the subject matter hereof unless expressly amended in this SOW. Waterfield's Signature Support Program ("SSP") provides the following on a pre-paid basis for specific Customer platforms and applications described in the "Support Entitlements" section of this agreement. All services provided under this agreement will be delivered remotely.

SIGNATURE SUPPORT - SERVICES DESCRIPTION

Customer agrees to purchase and Waterfield agrees to provide Signature Support ("Services") according to the terms of this contract. The terms governing the purchase and sale of the Services are contained in this Services Schedule and the Master Sales Agreement. Signature below acknowledges that signatory is duly authorized to accept this Service Agreement. Acceptance by Waterfield is evidenced by an authorized signature.

Waterfield Signature Support (Services) is an Information Technology Infrastructure Library (ITIL) based service provided to our customers across critical technology areas. Waterfield's Signature Support offering consists of the monitoring, troubleshooting, device and service management (incident, change, problem, MACD), and reporting of the Customer's Managed Infrastructure. Service Assets common to all Waterfield supported technologies are based upon practices recommended by the ITIL and specific OEM's. All remote Services will be provided 24x7x365, except where noted. This document (the "Services Description") describes the Service elements, features, and Assets of Waterfield Signature Support.

REQUIREMENT OF MANUFACTURER SUPPORT CONTRACT

Access to manufacturer escalation support and access to patches and software for the covered systems is contingent upon purchase and maintenance of a Manufacturer Support Contract. If no manufacturer support exists or when equipment is deemed unsupported by the manufacturer, or it is deemed not serviceable due to lack of replacement part availability, Waterfield support will be best effort.

Services Elements Summary

The following tables summarize the service elements included in this Waterfield Signature Support offer:

Service Element	
24x7x365 Service Desk	X
Incident Management	X
Change Management	X
WATERFIELD Service Portal	X

Bundled Hours	x
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Scope of Signature Support

Support coverage for this contract applies to the type and quantities of licensed users listed in the quote, applications, hardware and assets listed below only. Upon onboarding, if additional elements or quantities are identified and confirmed as requested for inclusion under support, a Contract Change Notice amendment will be issued for the deltas in coverage and costs. Additions, upgrades or expansions of the environment that occur during the contracted term will also be covered under a Contract Change Notice amendment.

Unless stated elsewhere in this contract, all Covered Assets listed will be onboarded to Waterfield Monitoring and placed under the Signature Support coverage elements defined in this contract.

Site		
3273321 - 200 LINCOLN AVE, SANTA FE, NM 87501		
Covered Assets	Covered Qty	Hardware Replacement
CORE PROCESSOR	1	VIRTUAL
GATEWAY	6	N/A
MESSAGING	2	VIRTUAL
SYSTEM MGR	1	VIRTUAL
SESSION MGR	1	VIRTUAL
AADS	1	VIRTUAL
SESSION BOARDER CONTROLER	2	VIRTUAL
AES	1	VIRTUAL

Hardware Replacement Legend:

- V = Waterfield parts replacement NBD
- A = Manufacturer parts replacement NBD
- B = Manufacturer parts replacement 24x7x4
- C = Manufacturer parts Replacement 8x5x4
- D = Manufacturer parts replacement and onsite dispatch NBD
- E = Manufacturer parts replacement and onsite dispatch 24x7x4
- F = Manufacturer parts replacement and onsite dispatch 8x5x4

If applicable, the following vendors are covered by 3rd Party Case Management under this contracted support agreement:

Vendor Name	Support Type
VENDOR NAME	Case Management

INTEGRATED APPLICATIONS NOT COVERED

If present, for applications that have an integration to covered assets listed above but that are not supported by Waterfield directly; Waterfield will support integration points within the covered assets only, far end applications to be supported by customer or their vendor.

24x7x365 Service Desk

Waterfield will provide 24x7 support to Customer through our Service Desk with best-in-class solutions delivered and supported by our team of certified experts. Additionally, we provide support through our Customer Service Portal for ticket creation and disbursement.

- Waterfield will provide 24x7 system support for the solution environment. This includes access to Waterfield's 24x7 Service Desk. All incidents will be responded to and managed according to Waterfield's ticketing system.
- Waterfield will document procedures for communicating issues and accessing support.
- Customer will be able to open and track tickets via the Waterfield Support Line (phone), the Waterfield Collaboration Portal (web), and email.

Incident Management

Waterfield will remotely identify, troubleshoot, and restore normal operational functionality if an Incident is detected in a Managed Asset. Waterfield Responsibilities

- Create tickets from detected or reported Events, where required
- Manage Incidents by classifying, prioritizing, troubleshooting, and restoring normal operation
- Escalation to the primary telephony OEM is included in Signature Support. Any other OEM or 3rd party escalations are only supported under the Enhanced Signature Support offering for 3rd Party Vendor Management.
- Assign and reassess Incident priorities in accordance with Waterfield process and policy as defined in the Waterfield Service Management Governance addendum.
- Notify relevant parties about Incidents, keeping the parties updated through Incident closure, per communication protocols established at onboarding (preferred customer contacts, escalation points, etc)
- Provide Incident reports pertaining to the Managed Assets available via the Waterfield Management Portal.

Customer Responsibilities

- Provide means for Waterfield to access, troubleshoot, and resolve Managed Assets. Primary remote access for Waterfield will be via the Waterfield Monitoring Server.
- Provide details about support contracts and other documentation/authorization required to facilitate Incident resolution
- Contact Waterfield if Customer believes an Incident is in-progress or has occurred
- Perform Waterfield or third-party recommended changes to Managed Assets or third-party hardware, software, or services, if outside of the scope of Services Management.
- Provide Waterfield with updates to Customer initiated actions related to the Incident(s).

Please note: Incident Tickets will be on "hold" for any period of time Waterfield is delayed in receiving required information from Customer, the End User, or applicable third-party service providers.

Hardware Replacement (Parts Coverage)

Hardware replacement coverage listed in the Covered Assets table will be replaced under this contract via Waterfield or Manufacturer Support parts coverage as noted. Parts will be replaced on a Next Business Day basis if replacement is identified prior to 12pm PST.

Waterfield Technician Dispatch (Onsite Support)

Based on evolving virtualization technologies and support models that have greatly reduced the need for onsite support, and to keep costs

down to our customers, technician dispatch for troubleshooting or replacement hardware installation, if required, will be provided on a Time and Materials basis only.

- If replacement parts provided by the OEM or Waterfield require pre-staging or configuration prior to shipment to customer site, Waterfield will notify customer and stage the hardware at a Waterfield office location and ship to customer site for customer installation.
- Upon request, onsite technician support will be provided on a Best Effort basis with a Next Business Day target for Priority 1 and 2 Incidents and subject to hardware and resource availability and installation readiness of hardware, to be billed on a Time and Materials basis or applied against contracted Bundled Hours if purchased. Dispatch will be supported by a Waterfield resource or Waterfield authorized contractor.
- If Manufacturer onsite dispatch is purchased, dispatch is subject to the SLA of the purchased model per the Covered Assets table above

Problem Management

Problem Management is the process of identifying the cause of an error in the supported solutions, usually reported as occurrences of related Incidents, and removing the causes of these errors permanently. Problem resolution and elimination of root cause often calls for the application of a change in the existing environments.

Problem cases are created as necessary and worked by Waterfield staff in order to find the root cause for a single or set of related issues and apply a permanent fix.

Change Management

Change Management is the process of recording and managing the planned deployment of alterations to customer environments, processes, and documentation. Waterfield will utilize Customer's documented Change Management process, if available. Otherwise, Waterfield utilizes its own system-enforced Change Management process to complete any change needed as the result of an Incident or Problem ticket.

If required by documented customer change procedures, Waterfield will prepare and provide a Method of Procedure (MOP) document in Waterfield's standard format outlining the details, timing and impacts of said change for customer Change approval processing. If Waterfield is required to participate in customer Change Advisory Board meetings or utilize custom formats or process for MOP development, additional charges may apply.

Waterfield is not accountable for Changes made by Customer staff outside of the agreed upon, documented Change Process. Waterfield will manage the deployment of technical changes to the Managed Assets (e.g. configuration changes), in Customer's environment as a result of a change activity. Change types supported by Change Management are Emergency, Normal, and Standard Changes.

Waterfield Responsibilities

- Manage the lifecycle of Change Management Requests, as required, resulting from an Incident, Problem, Service Request, as otherwise mutually agreed to in writing or as required in accordance with the Change Management Process
- Coordinate, provide governance and execute changes to Managed Assets, using commercially reasonable efforts to minimize any adverse impacts of those changes to Customer's environment
- Validate and prioritize Change Requests based on urgency
- Manage end-to-end lifecycle of Change Requests
- Provide notifications of change request start and completion for Customer-impacting changes
- Work with Customer to identify and approve Standard Changes
- As part of Customer's CAB process, discuss with Customer any changes to Monitored Assets that may result from Changes approved with respect to the Managed Assets
- Perform pre- and post-change Health Check

Customer Responsibilities

- Provide written documentation to Waterfield at onboarding, or as modified throughout the contract term, defining any custom Change Policies or processes that must be adhered to by Waterfield
- Submit Requests for Change (RFCs) for Waterfield Managed Assets as Service Requests via the Portal, Smart Bonding, or Customer ITSM
- Submit Requests for Change (RFCs) for Customer Managed Assets as Changes via the Portal, Smart Bonding, or Customer ITSM
- Inform Waterfield on Customer scheduling, communicating, and executing of changes or customer performed additions or modifications to the supported environment.
- Provide Waterfield access to Customer CAB meetings and facilitate communication between Waterfield and Customer's CAB
- Confirm and maintain scheduled windows for change activities
- Determine and mitigate any impacts to the Monitored Assets or out-of-scope devices as a result of a change to the Managed Assets
- Review and approve (within 48 hours or less) Waterfield-initiated Changes to Managed Assets via Waterfields Service portal.

WATERFIELD Service Portal

Waterfield will provide a web-based Portal that provides Customer reports and information related to the Services. The Waterfield Management Portal will be the primary means of communication on all cases between the Waterfield Service Team and the customer.

Waterfield Responsibilities

- Implement and make available to Customer a Portal for the Service
- Provide capability to open, update, and review cases, changes, etc.
- Provide capability to view reports

Customer Responsibilities

- Provide end user profiles for Portal access in accordance with relevant industry practice
- Review and update (as needed) Incidents and Change Requests

Bundled Hours - 24 Hours Annual Allotment

Upon contract activation and at the anniversary date of each subsequent year of a multi-year contract, Customer's services account will be credited with the specified annual hours of Waterfield Services to be used at Customer's discretion. Additional hours over and above the included/bundled hours will be charged at the contracted rate below. Bundled hours allotment and rate are covered in the Program Fees section below.

All work requested under Bundled Hours is facilitated, scheduled and coordinated by the Waterfield support team and all hours spent by all roles engaged in the planning and execution of requested work are accrued against the Bundled Hours. Utilization of hours is tracked and reported to customers on a monthly basis or available upon request.

Bundled hours are intended to be used within the contract year and do not rollover to subsequent years.

SERVICES REQUESTS (MOVE, ADD, CHANGE AND DELETE - MACD)

Typical uses for these hours include transactional programming requests generally related to specific user additions, removals or changes and not holistic and scoped changes as outlined above. Waterfield maintains flexibility in working with our customers on the utilization of Bundled Hours, however they are intended for use primarily for MACD defined as follows:

- Requests are made via a ticket on the Waterfield portal or email to the Waterfield Service Desk, fulfilled by Waterfield with communications occurring within our ticketing system.
- MACD is defined as not requiring multiple resources or coordination with external vendors or parties, can be completed in less than 2 hours per engagement and does not require Project Management or Coordination.

- Waterfield will utilize a proven change control process for managing changes requested under this program.
- Complex requests requiring PMO management, 3rd party support coordination, multiples phases or that support net new functionality, integrations or capabilities will be quoted as new project work through the Waterfield account team.

Forward Planning

Waterfield will make expert resources available to participate in your forward planning or strategic steering committee meetings at your request. We can add significant value to your planning process by relaying best practices and current technology trends employed by other Waterfield customers.

- Waterfield will conduct a formal review of consulting hours usage
- Waterfield will conduct an annual application and system review to align with the current Customer budget cycle:
 - Review system architecture for adequate capacity/redundancy
 - Review Service Desk engagements over the past year; identify areas for improvement
- Waterfield will work with the Customer to identify the architectural, application, and operational improvement opportunities to help Customer further exploit its technology and application investment. The actual implementation or execution of these opportunities will be handled under separate SOWs or this agreement's Application Changes and Improvements provision if adequate hours are available.
- If desired, Waterfield will assist Customer with planning and scoping future budgeting cycles.

ADAPTABILITY TO CHANGING BUSINESS & TECHNICAL NEEDS

Waterfield will schedule a run-rate review with Customer after six months of activity. The objective of this review will be to validate the Customer bundled-hours budget and adjust if necessary. Should Customer and Waterfield determine that additional bundled hours are needed, Waterfield will submit a Project Change Request for Customer's approval.

SEVERITY DEFINITIONS AND RESPONSE SLA:

LEVEL	DEFINITION	SERVICE LEVEL AGREEMENT RESPONSE TIMES
Priority 1	Service interruption affecting whole site or network, mission critical server or service, or critical application on a managed server	Within one (1) hour
Priority 2	Service interruption affecting small number of users, or service degradation affecting many users (large office or multiple small offices)	Within four (4) hours
Priority 3	Service interruption affecting a single user, or service; degradation affecting a few users	Within one (1) business day
Priority 4	Informational & General requests, MACD requests.	Within one (1) week

Customer acknowledges that incidents caused by system hardware or software may require third-party manufacturer involvement. Waterfield is not liable for system hardware or software failures or delays in receiving system software bug fixes, patches, maintenance releases, upgrades, or new versions

COVERAGE EXCLUSIONS

- Active system issues present at time of contract start date.
 - Prior to contract start date, Waterfield will perform remote and/or onsite system audits to validate the health and integrity of the systems being placed under coverage including the system environment.
 - Significant issues that may interfere with the supportability of the systems under coverage found existing during this audit will be documented and communicated to customer with quote for resolution on a Time and Materials basis if feasible.
 - Should customer elect not to remediate these issues via Waterfield or other means, Waterfield reserves the right to deny support coverage that is related to these unresolved issues.
- Customer provided hardware failures or issues: If Waterfield is required to perform support activities to restore or reload a supported application due to customer provide physical or virtual server failure, Waterfield reserves the right to bill for such activity on a Time and Materials basis.
- For all customer provided elements of the infrastructure including VMware/compute/OS or other CPE, customer is responsible for all support, patching, remediation and collaboration with Waterfield on Incident resolution that may be dependent on remediations to such infrastructure.
- Labor and material costs for configuration or programming changes, the addition of equipment or relocation of same. This activity is considered Move, Add, and Change activity (MAC) and can be provided at our then current Time and Material rates, or pre-paid under Block of Hours purchase, or included as optional under Waterfield's Enhanced Signature Support offerings.
- Battery back-up systems, DC rectifiers, uninterruptible power supply systems (UPS), operating supplies, electrical work external to the system.
- Labor and material costs for Assets that do not affect the normal operation of the system (i.e. Cabinets, racks, shelves, etc.).
- Force Majeure: Any act external to the system that causes, directly or indirectly, a system failure, either immediately or later, or other malfunction including without any limitation, failures of trunk or toll lines from local dial tone providers or long distance carriers, other equipment connected to the system, or abnormal environmental conditions, power failures or fluctuations, (for example power fluctuations caused by power surge or lightning), flooding, water damage, and any other equipment damage associated with Acts of God
- The negligent, intentional, or willful acts of customer or third parties, or any acts or events which may adversely affect the performance of the system, occasioned by acts of Customer, or any third party.
- If customer requires escorted (customer monitored) remote access to systems, SLA's do not apply.

Customer Responsibilities

- Customer agrees to perform in a timely manner, at Customer's sole expense, the following responsibilities in support of Waterfield Services under this Agreement:
 - Unless otherwise stated in an executed Signature Support agreement, customer to provide physical or virtual server to support Waterfield remote monitoring platform per provided specifications at core location.
 - For legacy systems supported by modem, customer to provide modem unless purchased under this Signature Support quote.
- If deploying on customer provided virtual environment, Waterfield strongly recommends the monitoring server to be deployed on a separate physical host from those hosting applications being monitored to ensure survivability of the monitoring server if there is a failure of the main telephony host.
- For products where manufacturer is not procured through Waterfield, if escalation to manufacturer is required, Waterfield will refer escalation to Customer for engagement under their support contract with manufacturer. Waterfield will participate in ongoing troubleshooting as required with the manufacturer to facilitate remediation.
- Waterfield persistent remote access to the environment is required under this contract and provided via the Waterfield Monitoring server or legacy modem described above. If customer declines to deploy the monitoring server or modem for remote monitoring, persistent remote access via VPN or other means must be provided for Waterfield to support the systems under Signature Support.
- Provide access to Customer's premises and a suitable work area for Waterfield service personnel.
- Appoint an administrator (the "Contact") knowledgeable in Customer operational requirements as a point of contact to Waterfield and with authority to act on Customer's behalf in matters relating to this agreement, including the issuance of purchase orders.

- Provide the proper environment, electrical and telecommunications connections as specified by the system's manufacturer(s).
- Maintain back-up files and discs for all relevant software comprising a portion of or being related to the system.
- Not relocate or modify any portion of the system or its Assets or allow anyone access to the internal Assets and software without written notification to Waterfield.

Terms and Cancellation

Renewal

At the conclusion of the term specified in this contract, this Service Schedule shall automatically renew for successive one (1) year terms at Waterfield's current rates at time of renewal of the Services Schedule, unless non-renewal notice is provided in writing sixty (60) days prior to the renewal date as defined in this contract.

Previous term unused Bundled Hours allotments are not available for credit or extension into renewal term.

Cancellation of Support

Customer may cancel the Waterfield support portion at any time, with or without cause, provided a 60-day written advanced notice is provided to Waterfield by an authorized signatory. No credits for prepayments will be provided. If notice of cancellation is provided mid-term, 50% of the remaining unpaid Waterfield Signature Support balance of the full contracted term will be due immediately upon termination. Cancellation penalties are waived if service is moving to another Waterfield provided solution or service.

The cancellation of Manufacturer Support Agreements will follow the manufacturers' cancellation policy in effect during the term of this agreement. Current policy terms from the manufacturer are available from Waterfield upon request.

Resale of Manufacturer Support

If this agreement contains the resale of Manufacturer Support provided by the OEM to support their products and services, such Manufacturer Support is provided independently of any Waterfield support quoted herein. Waterfield holds no performance obligation over the delivery of this Manufacturer Support which is bound by the prevailing terms and conditions set by the OEM at time of sale.

2026 Bundled Support - 2 Year Term

Prepared by:

Altura Communications Solutions

Mary Grace Crisci
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Prepared for:

CITY OF SANTA FE

P.O. Box 909
SANTA FE, New Mexico 87504
Edward Romero
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Quote Information:

Quote #: 045516

Version: 3
Delivery Date: 10/29/2025
Expiration Date: 12/19/2025

Avaya License Activation Fee

Description	Price	Qty	Ext. Price
WTPSO-45516 Subscription License Activation Service - Remote Conversion During Brief OT Event	\$2,405.00	1	\$2,405.00
INVOICE SCHEDULE: Other One-Time Fees			

Subtotal: \$2,405.00

911 Secure Support - 12/18/2025-12/17/2026

Description	Recurring	Qty	Ext. Recurring
Software Support			
911S-SENT-2-AS Sentry E911 Sentinel - Software Only - 1,001-2,500 Endpoints	\$995.00	1	\$995.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-SCOUT-AURA-AS Sentry E911 Scout for Avaya Aura CM/AES/Session Manager	\$325.00	1	\$325.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-TRACK-AS Sentry E911 Internal Tracker, External Tracker, MacLocations Tracker	\$325.00	1	\$325.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to			

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CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

911 Secure Support - 12/18/2025-12/17/2026

Description	Recurring	Qty	Ext. Recurring
"911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-W-TRACK- Sentry Wireless Tracker AS	\$995.00	1	\$995.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-BEACON-AS Sentry E911 Beacon	\$20.00	100	\$2,000.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-BEACON- Sentry Beacon with ERL/ELE Filtering and 100 Notification Domains ND-100-A	\$1,795.00	1	\$1,795.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-EP- Sentry End Point Licensing (1-5,000 Endpoints) LICENSING-5-	\$1.25	1500	\$1,875.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-SENTRY-DIS Sentry Cloud and Sentry Gatekeeper -AS	\$1,995.00	1	\$1,995.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			

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CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

911 Secure Support - 12/18/2025-12/17/2026

Description	Recurring	Qty	Ext. Recurring
911S-ENG-PROSERV Engineering Assistance and Professional Services	\$200.00	10	\$2,000.00
Pre-Paid support hours included per year to access 911 Secure's technical support staff. 911 Secure's technical support is available Monday-Friday 9am to 5pm ET for telephone and remote assistance to correct problems. For Off Hours Support please refer to "Off Hours Support". Once the pre-purchased hours have been used additional hours must be purchased in advanced before additional support will be given unless 911 Secure deems the Technical Support is Urgent then an exception will be made by the 911 Secure support staff to assist client. These additional hours will be billed at the "Off Hours Support" rate. After each support issue is completed the client will be notified via email how many hours were used and their remaining balance. It is suggested that once the client has either less than 10% of the pre-purchased hours remaining or one hour or less remaining additional hours should be purchased.			
SENTRY VPC - 911 Routing Subscription Services			
911S-VPC-MRC-AM250 Annual Fee (Includes first 141 Records)	\$3,000.00	1	\$3,000.00
Service includes bundle or singular DID MAC upload, ongoing near, real-time updating and uploading of location position, address validation, emergency routing service.			
911S-ECRC-1 Annual Emergency Call Response Center - 1,000+ Endpoints	\$1,000.00	1	\$1,000.00
All calls that are routed to the ECRC are charged at a rate of \$75 per call. 20 calls per year are included for annual charge of \$1,000. For each call over 20 the \$75 per call fee will apply. Auto-renewed. Invoiced 90 days prior to anniversary date. *NOTE: This only applies to calls that originate from endpoints that are not provisioned in the 911 Secure VPC database.*			
SENTRY MONTHLY RECURRING CHARGES PER ZONE CHARGE - 12 Months Paid Up Front			
911S-NG911AD-ARC Sentry NG911 Additional Data Powered by RapidSOS	\$60.00	66	\$3,960.00
Provides for NG911 Additional Data to be sent to the RapidSOS Clearinghouse. The Public Safety Answer Point (PSAP) will be able to retrieve the Additional Data from the RapidSOS Clearinghouse.			
INVOICE SCHEDULE: Manufacturer Maintenance / Subscription			
Gross Receipts Tax Estimated Tax Rate: 8.1875%	\$1,659.20	1	\$1,659.20

Annual Subtotal: **\$21,924.20**

911 Secure Support - 12/18/2026-12/17/2027

Description	Recurring	Qty	Ext. Recurring
Software Support			
911S-SENT-2-AS Sentry E911 Sentinel - Software Only - 1,001-2,500 Endpoints	\$995.00	1	\$995.00

911 Secure Support - 12/18/2026-12/17/2027

Description	Recurring	Qty	Ext. Recurring
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			
<p>911S-SCOUT- Sentry E911 Scout for Avaya Aura CM/AES/Session Manager AURA-AS</p>	\$325.00	1	\$325.00
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			
<p>911S-TRACK-AS Sentry E911 Internal Tracker, External Tracker, MacLocations Tracker</p>	\$325.00	1	\$325.00
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			
<p>911S-W-TRACK- Sentry Wireless Tracker AS</p>	\$995.00	1	\$995.00
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			
<p>911S-BEACON-AS Sentry E911 Beacon</p>	\$20.00	100	\$2,000.00
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			
<p>911S-BEACON- Sentry Beacon with ERL/ELE Filtering and 100 Notification Domains ND-100-A</p>	\$1,795.00	1	\$1,795.00
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			

911 Secure Support - 12/18/2026-12/17/2027

Description	Recurring	Qty	Ext. Recurring
911S-EP-LICENSING-5- Sentry End Point Licensing (1-5,000 Endpoints)	\$1.25	1500	\$1,875.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-SENTRY-DIS-AS Sentry Cloud and Sentry Gatekeeper	\$1,995.00	1	\$1,995.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-ENG-PROSERV Engineering Assistance and Professional Services	\$200.00	10	\$2,000.00
Pre-Paid support hours included per year to access 911 Secure's technical support staff. 911 Secure's technical support is available Monday-Friday 9am to 5pm ET for telephone and remote assistance to correct problems. For Off Hours Support please refer to "Off Hours Support". Once the pre-purchased hours have been used additional hours must be purchased in advanced before additional support will be given unless 911 Secure deems the Technical Support is Urgent then an exception will be made by the 911 Secure support staff to assist client. These additional hours will be billed at the "Off Hours Support" rate. After each support issue is completed the client will be notified via email how many hours were used and their remaining balance. It is suggested that once the client has either less than 10% of the pre-purchased hours remaining or one hour or less remaining additional hours should be purchased.			
SENTRY VPC - 911 Routing Subscription Services			
911S-VPC-MRC-AM250 Annual Fee (Includes first 141 Records)	\$3,000.00	1	\$3,000.00
Service includes bundle or singular DID MAC upload, ongoing near, real-time updating and uploading of location position, address validation, emergency routing service.			
911S-ECRC-1 Annual Emergency Call Response Center - 1,000+ Endpoints	\$1,000.00	1	\$1,000.00
All calls that are routed to the ECRC are charged at a rate of \$75 per call. 20 calls per year are included for annual charge of \$1,000. For each call over 20 the \$75 per call fee will apply. Auto-renewed. Invoiced 90 days prior to anniversary date. *NOTE: This only applies to calls that originate from endpoints that are not provisioned in the 911 Secure VPC database.*			
SENTRY MONTHLY RECURRING CHARGES PER ZONE CHARGE - 12 Months Paid Up Front			
911S-NG911AD-ARC Sentry NG911 Additional Data Powered by RapidSOS	\$60.00	66	\$3,960.00

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

911 Secure Support - 12/18/2026-12/17/2027

Description	Recurring	Qty	Ext. Recurring
Provides for NG911 Additional Data to be sent to the RapidSOS Clearinghouse. The Public Safety Answer Point (PSAP) will be able to retrieve the Additional Data from the RapidSOS Clearinghouse.			
INVOICE SCHEDULE: Manufacturer Maintenance / Subscription			
Gross Receipts	\$1,659.20	1	\$1,659.20
Tax			
Annual Subtotal:			\$21,924.20

Computer Instruments Support - 12/21/2025-12/20/2026

Description	Recurring	Qty	Ext. Recurring
1800-0800 Total Care Maintenance, 8-5, M-F	\$6,026.00	1	\$6,026.00
INVOICE SCHEDULE: Manufacturer Maintenance / Subscription			
Gross Receipts	\$629.23	1	\$629.23
Tax			
Annual Subtotal:			\$6,655.23

Computer Instruments Support - 12/21/2026-12/20/2027

Description	Recurring	Qty	Ext. Recurring
1800-0800 Total Care Maintenance, 8-5, M-F	\$6,026.00	1	\$6,026.00
INVOICE SCHEDULE: Manufacturer Maintenance / Subscription			
Gross Receipts	\$629.23	1	\$629.23
Tax			
Annual Subtotal:			\$6,655.23

OpenText Support - 12/22/2025-12/21/2026

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - GSA - 74QTCA19D007R			
Unique #: 71244-12786 Unique Name: 1474823111006 ASP Support			
1000052324 CX-E - 32 Ports/5 UM/5 PA/1 Call Server Maintenance	\$4,898.65	1	\$4,898.65
1000052478 1000 UM User licenses Maintenance	\$2,671.90	1	\$2,671.90

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CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

OpenText Support - 12/22/2025-12/21/2026

Description	Recurring	Qty	Ext. Recurring
1000053327 XMedius CX-E/Hospitality Prime Protect	\$484.10	1	\$484.10
1000052440 SIP Port (All SIP integrations) - Per Port Maintenance	\$23.00	32	\$736.00
1000052492 Alternate TUI Emulations Maintenance	\$445.30	1	\$445.30
1000052444 1 Speech resource (ASR and TTS) License (add additional ports up to 500 Speech resources) Maintenance	\$144.00	3	\$432.00
1000052442 Additional Call Server (maximum 20 Call Servers total per CX-E system with 8.1 and higher) Maintenance	\$223.25	1	\$223.25
1000054469 Fax Telephony Gateway Maintenance	\$155.90	1	\$155.90
1000052414 Avaya Communication Manager SIP (Includes SIP trunk for CM/SM, and SIP station for SM integration) Maintenance	\$118.10	1	\$118.10
INVOICE SCHEDULE: Manufacture Maintenance / Subscription			
Gross Receipts Tax	Estimated Tax Rate: 8.1875%	\$832.28	1 \$832.28

Annual Subtotal: **\$10,997.48**

OpenText Support - 12/22/2026-12/21/2027

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - GSA - 74QTCA19D007R			
Unique #: 71244-12786 Unique Name: 1474823111006 ASP Support			
1000052324 CX-E - 32 Ports/5 UM/5 PA/1 Call Server Maintenance	\$5,143.55	1	\$5,143.55
1000052478 1000 UM User licenses Maintenance	\$2,805.55	1	\$2,805.55
1000053327 XMedius CX-E/Hospitality Prime Protect	\$507.25	1	\$507.25
1000052440 SIP Port (All SIP integrations) - Per Port Maintenance	\$24.15	32	\$772.80
1000052492 Alternate TUI Emulations Maintenance	\$467.60	1	\$467.60
1000052444 1 Speech resource (ASR and TTS) License (add additional ports up to 500 Speech resources) Maintenance	\$144.00	3	\$432.00
1000052442 Additional Call Server (maximum 20 Call Servers total per CX-E system with 8.1 and higher) Maintenance	\$223.25	1	\$223.25

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

OpenText Support - 12/22/2026-12/21/2027

Description	Recurring	Qty	Ext. Recurring
1000054469 Fax Telephony Gateway Maintenance	\$163.70	1	\$163.70
1000052414 Avaya Communication Manager SIP (Includes SIP trunk for CM/SM, and SIP station for SM integration) Maintenance	\$124.00	1	\$124.00
INVOICE SCHEDULE: Manufacture Maintenance / Subscription			
Gross Receipts Tax Estimated Tax Rate: 8.1875%	\$871.13	1	\$871.13

Annual Subtotal: **\$11,510.83**

Avaya Subscription - 12/31/2025-12/30/2026

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - Avaya GS-35F-0156V			
3273321 CITY OF SANTA FE/CITY HALL, 200 LINCOLN AVE, SANTA FE, NM, US, 87501-1904			
284959 Avaya Support Advantage Preferred - Service - 24 x 7 - Technical - Electronic, Physical	\$0.00	1	\$0.00
284960 Avaya Upgrade Advantage - Service - Technical - Electronic	\$0.00	1	\$0.00
434845 UC ESSENTIALS LICENSE FIXED SUBS ADJ LP	\$22.00	100	\$2,200.00
GSA Price \$5.54 - Annual Price \$66.48			
433924 AES BASIC TSAPI ENTL LIC FXD SUBS ADJLP	\$0.00	100	\$0.00
405787 CC BASIC VOICE LICENSE FIXED SUBS, SUBSCRIPTION FIXED USAGE	\$267.85	92	\$24,642.20
GSA Price \$58.52 - Annual Price \$702.24			
434846 UC ADVANCED LICENSE FIXED SUBS ADJ LP	\$32.35	1700	\$54,995.00
GSA Price \$8.20 - Annual price \$98.40			
433926 AES DMCC ENTL LIC FXD SUBS ADJLP	\$0.00	100	\$0.00
407011 CC WE ACRA REC PKG LIC FIXED SUBS 1YR AN PREPD, PRODUCT SUBSCRIPTION	\$319.20	70	\$22,344.00
GSA Price \$26.60 - Annual Price \$319.20			
351498 SUBSCRIPTION SA SUPPORT CC WE ACRA RECORDING PKG TRACKING, SA SS SSU CONTRACT	\$0.00	84	\$0.00

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

Avaya Subscription - 12/31/2025-12/30/2026

Description	Recurring	Qty	Ext. Recurring
296288 SA PREFER SUPT WFO R15 LICENSE MOVE TRACKING, SA SS SSU CONTRACT	\$0.00	1	\$0.00
INVOICE SCHEDULE: Manufacture Maintenance / Subscription			
Gross Receipts Tax	\$8,529.84	1	\$8,529.84

Annual Subtotal: **\$112,711.04**

Avaya Subscription - 12/31/2026-12/30/2027

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - Avaya GS-35F-0156V			
3273321 CITY OF SANTA FE/CITY HALL, 200 LINCOLN AVE, SANTA FE, NM, US, 87501-1904			
284959 Avaya Support Advantage Preferred - Service - 24 x 7 - Technical - Electronic, Physical	\$0.00	1	\$0.00
284960 Avaya Upgrade Advantage - Service - Technical - Electronic	\$0.00	1	\$0.00
434845 UC ESSENTIALS LICENSE FIXED SUBS ADJ LP	\$22.00	100	\$2,200.00
GSA Price \$5.54 - Annual Price \$66.48			
433924 AES BASIC TSAPI ENTL LIC FXD SUBS ADJLP	\$0.00	100	\$0.00
405787 CC BASIC VOICE LICENSE FIXED SUBS, SUBSCRIPTION FIXED USAGE	\$267.85	92	\$24,642.20
GSA Price \$58.52 - Annual Price \$702.24			
434846 UC ADVANCED LICENSE FIXED SUBS ADJ LP	\$32.35	1700	\$54,995.00
GSA Price \$8.20 - Annual price \$98.40			
433926 AES DMCC ENTL LIC FXD SUBS ADJLP	\$0.00	100	\$0.00
407011 CC WE ACRA REC PKG LIC FIXED SUBS 1YR AN PREPD, PRODUCT SUBSCRIPTION	\$319.20	70	\$22,344.00
GSA Price \$26.60 - Annual Price \$319.20			
351498 SUBSCRIPTION SA SUPPORT CC WE ACRA RECORDING PKG TRACKING, SA SS SSU CONTRACT	\$0.00	84	\$0.00
296288 SA PREFER SUPT WFO R15 LICENSE MOVE TRACKING, SA SS SSU CONTRACT	\$0.00	1	\$0.00

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

Avaya Subscription - 12/31/2026-12/30/2027

Description	Recurring	Qty	Ext. Recurring
INVOICE SCHEDULE: Manufacture Maintenance / Subscription			
Gross Receipts Estimated Tax Rate: 8.1875% Tax	\$8,529.84	1	\$8,529.84
Annual Subtotal:			\$112,711.04

Signature Support - 12/31/2025-12/30/2026

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - GS-35F-0666W			
54151S Special Item Number 54151S IT Professional Services	\$47,913.00	1	\$47,913.00
INVOICE SCHEDULE: Signature Support Services			
Gross Receipts Estimated Tax Rate: 8.1875% Tax	\$3,922.88	1	\$3,922.88
SIN 54151S Resources Utilized in Support Contact Center Solutions Engineer Network Engineer Tier 2 NOC Help Desk			
Annual Subtotal:			\$51,835.88

Signature Support - 12/31/2026-12/30/2027

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - GS-35F-0666W			
54151S Special Item Number 54151S IT Professional Services	\$47,913.00	1	\$47,913.00
INVOICE SCHEDULE: Signature Support Services			
Gross Receipts Estimated Tax Rate: 8.1875% Tax	\$3,922.88	1	\$3,922.88

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

Signature Support - 12/31/2026-12/30/2027

Description	Recurring	Qty	Ext. Recurring
SIN 54151S			
Resources Utilized in Support			
Contact Center Solutions Engineer			
Network Engineer Tier 2 NOC			
Help Desk			

Annual Subtotal: **\$51,835.88**

Quote Summary

Description	Recurring	One-Time
Avaya License Activation Fee	\$0.00	\$2,405.00
911 Secure Support - 12/18/2025-12/17/2026	\$21,924.20	\$0.00
911 Secure Support - 12/18/2026-12/17/2027	\$21,924.20	\$0.00
Computer Instruments Support - 12/21/2025-12/20/2026	\$6,655.23	\$0.00
Computer Instruments Support - 12/21/2026-12/20/2027	\$6,655.23	\$0.00
OpenText Support - 12/22/2025-12/21/2026	\$10,997.48	\$0.00
OpenText Support - 12/22/2026-12/21/2027	\$11,510.83	\$0.00
Avaya Subscription - 12/31/2025-12/30/2026	\$112,711.04	\$0.00
Avaya Subscription - 12/31/2026-12/30/2027	\$112,711.04	\$0.00
Signature Support - 12/31/2025-12/30/2026	\$51,835.88	\$0.00
Signature Support - 12/31/2026-12/30/2027	\$51,835.88	\$0.00

Total: \$408,761.01 \$2,405.00

Project Total: \$411,166.01

INVOICING SCHEDULE & PAYMENT TERMS

Invoicing Schedule

Fee Type	Trigger To Start Invoicing	Invoicing Method
Recurring Fees (by Category)		
CC/UC Agent Seats and Bundles	Earlier of a) first production use of the CC/UC service, or b) the start of the Dates of Performance.	Annual in Advance
CC/UC Feature Add-ons	Earlier of a) date that each ordered service is first made available for production use, or b) ninety (90) days after Effective Date.	Annual in Advance
Other Software Services		Annual in Advance
Manufacturer Maintenance/Subscription	<ul style="list-style-type: none"> New: License Issuance or Shipment Date Existing: Service Order Date <i>Subject to change based on manufacturer policy and actual maintenance subscription dates.</i>	Annual in Advance
Signature Support Services	<ul style="list-style-type: none"> New Project: Earlier of a) first production use of the CC/UC service, or b) the start of the Dates of Performance. Renewal: Service Order Date 	Annual in Advance
Ascend Support Services	<ul style="list-style-type: none"> New Project: Earlier of a) first production use of the CC/UC service, or b) the start of the Dates of Performance. Renewal: Service Order Date 	Annual in Advance
One-Time Fees & Deposits		
Professional Services Fees	Service Order Date	Unless otherwise stated above, 50% upon Effective Date; 50% upon Final Completion
Block of Hours	Service Order Date	100% in advance
Hardware/Equipment Purchases	Order Size: <ul style="list-style-type: none"> Greater than \$100k: Service Order Date Less than \$100k: Shipment Date 	Order Size: <ul style="list-style-type: none"> Greater than \$100k: 50% due upon Receipt of Invoice; 50% upon Shipment Less than \$100k: 100% upon Shipment
Software Licenses	License Issuance or Shipment Date	100% upon License Issuance
Other One-Time Fees	Service Order Date	100% in advance
Usage Fees		
Communications	As Used	Monthly in Arrears
Storage	As Used	Monthly in Arrears
Other Usage-Based Fees	As Used	Monthly in Arrears

Payment Terms

INVOICING SCHEDULE & PAYMENT TERMS

Payment for all invoices is due within thirty (30) calendar days from the invoice date. Invoices will be delivered to the Customer via email. Any payment not received by the due date will be considered overdue. Overdue payments may be subject to a late fee of 1.5% per month (or the maximum rate permitted by law, whichever is lower) until paid in full. Waterfield reserves the right to suspend services in the event of non-payment beyond sixty (60) days.

If there are any disputes or discrepancies with an invoice, Customer must notify Waterfield in writing within ten (10) business days of receipt of the invoice. Both parties agree to work in good faith to resolve any billing issues promptly.

Payments can be made via electronic funds transfer (EFT), which includes Automated Clearing House (ACH) or wire transfers, or for an additional fee, via check or credit card. The additional fee is the larger of \$500 or 5% of the amount. All payments must be made in U.S. Dollars (USD).

Any adjustments to the subscription fees due to changes in service levels, usage, or other factors will be reflected in the subsequent billing cycle. Credits for service outages or other issues will be applied to future invoices.

Expenses

The prices quoted above do not include travel or related expenses. Any on-site presence required for the project, along with travel expenses such as airfare, hotel accommodations, local transportation, and meals, will be billed separately at cost to the Customer, provided these expenses are approved in advance by the Customer.

In addition, any other Customer-approved expenses directly attributable to supporting the project will be billed at cost. This includes, but is not limited to, fees for facility usage such as usability testing and recording studios, as well as the acquisition of any specialized hardware or software necessary for the development and testing of the application(s).

All travel and related expenses must receive prior written approval from the Customer before being incurred. Detailed receipts and documentation for all expenses will be provided with the invoice. The Customer reserves the right to request additional documentation or clarification regarding any billed expenses.

Expenses will be billed monthly and included in the invoice for the period in which they were incurred. Any disputed expenses must be raised in writing within fifteen (15) days of receipt of the invoice.

To ensure cost control, the Waterfield will make reasonable efforts to minimize travel and other expenses, and to use cost-effective options where possible.

Taxes, Shipping, Handling & Duties

All prices quoted in this SOW include estimated taxes. Excluded and not included in the price is shipping, handling, and duty charges. Applicable taxes, including but not limited to sales, use, value-added, or other taxes, will be added to the invoice at the time of billing and are the responsibility of the Customer. Shipping, handling, and duty charges, if applicable, will also be invoiced at cost.

Company will include detailed line items for any taxes, shipping, handling, and duty charges on the invoice. The Customer is responsible for providing any applicable tax exemption certificates to Company prior to the issuance of the invoice.

PROPOSAL



CONSULTING

CONTACT CENTER

COLLABORATION

NETWORK

SECURITY

MANAGED SERVICES

Altura Communications Solutions

CITY OF SANTA FE

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

**CITY OF SANTA FE
AMENDMENT No. 1 TO
Altura Communications Solutions Agreement
ITEM# 20-0041**

This Amendment No. 1 (the "Amendment") amends the CITY OF SANTA FE Altura Communications Solutions Agreement dated December 31, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Altura Communications Solutions. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide the Avaya Maintenance and Support Service 12/31/2022-12/31/2025.
- B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 2 of the Agreement is amended to provide the Avaya Maintenance and Support Service 12/31/2022-12/31/2025, so that Article 2 reads as follows:

- 2) Altura shall provide the products, maintenance and support as stated in Schedule 1 Quote and Support Details as described in Exhibit B attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of Five Hundred Thirty-Nine Thousand, One Hundred Forty-Two Dollars and Ninety-Six Cents (\$539,142.96), so that Article 3, paragraph A reads in its entirety as follows:

The total compensation under this Amendment no. 1 is \$583,959.21 including gross receipts tax. The breakdown per year is \$194,653.07 including New Mexico gross receipts tax. The total compensation of this agreement shall not exceed \$827,600.07.

- Compensation paid 12/31/2019-12/31/2022 \$243,640.86
- Compensation to be paid 12/31/2022-12/31/2025 \$583,959.21 (\$194,653.07 per year)

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **12/31/2025**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

AWM

ALAN WEBBER, CITY MAYOR

DATE: Dec 15, 2022

CONTRACTOR:

Tom Pickford

Tom Pickford
NAME

Vice President, Sales
TITLE

DATE: 11/1/2022

CRS# _____

Registration # _____

ATTEST:

KM
Kristine Mihelcic (Dec 16, 2022 12:17 MST)

KRISTINE BUSTOS MIHELICIC, CITY CLERK *KB*
GB MTG 12/14/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 28, 2022 13:53 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 15, 2022 17:51 MST)

EMILY OSTER, FINANCE DIRECTOR *AH*
EAS Software Subscriptions/ 6203600.530710 AH
Org. Name/Org.#

City of Santa Fe Contract
Software Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Altura Communications Solutions** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Altura Communications Solutions**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall provide the following:

1) Avaya Software Maintenance and License Renewal for 36 month term.

3. **Compensation**

The total compensation under this Agreement shall not exceed \$243,640.86, including gross receipts tax as described in Exhibit "A" attached hereto and incorporated herein. The breakdown per year is \$81,213.62, including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **12/31/2022**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds**. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure**.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period

or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve

the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent

jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long

thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

b. Property damage or combined single limit coverage: \$1,000,000.

c. Automobile liability (including non-owned automobile coverage): \$1,000,000.

d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance,

epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to

work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
David Tapia
City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

To the Contractor:
Gretchen Witt
Altura Communications Solutions
~~**1570 Pacheco Street, Suite B-6**~~ **2074 GALISTEO ST, B-5** HK
Santa Fe, NM 87505

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:
Gretchen Witt
Altura Communications Solutions
~~**1570 Pacheco Street, Suite B-6**~~ **2074 GALISTEO ST, B-5** HK
Santa Fe, NM 87505

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

Altura Communications Solutions

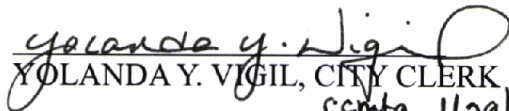

ALAN WEBBER, MAYOR


NAME AND TITLE
DAVID KEY, CHIEF FINANCIAL
DATE: 11/14/19 OFFICER

DATE: 2/3/20

CRS# 02-491372-00-9
Registration # 18-00001379

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
ccmtg 1/29/20

APPROVED AS TO FORM:

 11/12/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 1/20/20
MARY MCCOY, FINANCE DIRECTOR *mm*

6203600, 530713
~~Business Unit Line Item~~
org /obj



Customer Name: **City of Santa Fe ITT Division**
 Premises Information (install site) -
 Street Address: **2651 Siringo Road**
 City: **Santa Fe**
 State: **NM**
 Zip Code: **87505**
 Customer Contact Name: **Edward Romero**
 Customer Contact Phone: **505-955-5567**

QUOTE FOR City of Santa Fe Annual Avaya Support

Quantity	Mat/ SAP Code	System/Service Description	SPD List Monthly Price	SPD Disc Monthly Total	SPD discounted Annual Total
100	291920	SA PREF AES R7 BSC TSAPI 3YAN	\$ 26.00	\$ 19.50	\$ 234.00
100	292100	SA PREF AES R7 DMCC BASIC 3YAN	\$ 26.00	\$ 19.50	\$ 234.00
100	291926	UPG ADV AES R7 BSC TSAPI 3YAN	\$ 20.00	\$ 15.00	\$ 180.00
100	292106	UPG ADV AES R7 DMCC BASIC 3YAN	\$ 20.00	\$ 15.00	\$ 180.00
300	292473	SA PREF AURA R7 ANALOG 3YAN	\$ 78.00	\$ 58.50	\$ 702.00
2009	292587	SA PREF AURA R7 FOUNDATION 3YAN	\$ 2,953.23	\$ 2,214.92	\$ 26,579.07
200	292606	SA PREF AURA R7 CORE 3YAN	\$ 436.00	\$ 327.00	\$ 3,924.00
300	292480	UPG ADV AURA R7 ANALOG 3YAN	\$ 60.00	\$ 45.00	\$ 540.00
2009	292594	UPG ADV AURA R7 FOUNDATION 3YAN	\$ 2,270.17	\$ 1,702.63	\$ 20,431.53
200	292613	UPG ADV AURA R7 CORE 3YAN	\$ 300.00	\$ 225.00	\$ 2,700.00
92	291729	SA PREF CC R7 ELITE AGT 3YAN	\$ 486.88	\$ 365.01	\$ 4,380.12
92	291736	UPG ADV CC R7 ELITE AGT 3YAN	\$ 299.00	\$ 224.25	\$ 2,691.00
92	293110	SA PREF CMS R18 AGT 1-250 3YAN	\$ 175.72	\$ 131.79	\$ 1,581.48
20	293200	SA PREF CMS R18 SUPERVISOR 3YAN	\$ 108.80	\$ 81.60	\$ 979.20
1	293212	SA PREF CMS R18 INITIAL ACD 3YAN	\$ -	\$ -	\$ -
92	293116	UPG ADV CMS R18 AGT 1-250 3YAN	\$ 299.00	\$ 224.25	\$ 2,691.00
1	284959	SA PREF ADS SAL GTWY OVA	\$ -	\$ -	\$ -
1	284960	UPG ADV ADS SAL GTWY OVA	\$ -	\$ -	\$ -
70	295955	SA PREF WFO R15 CR PKG 3YAN	\$ 559.30	\$ 419.48	\$ 5,033.70
70	295961	UPG ADV WFO R15 CR PKG 3YAN	\$ 203.70	\$ 152.78	\$ 1,833.30
		Jan 1, 2020 - Dec 31, 2020			\$ 74,894.40
		Jan 1, 2021- Dec 31, 2021			\$ 74,894.40
		Purchase Price Jan 1, 2022- Dec 31, 2022			\$ 74,894.40
		Tax in Santa Fe @ 8.4375%			\$ 6,319.22
		ALL PRICING INCLUDING TAXES			\$ 81,213.62
		Purchase price plus taxes for 1/1/2020-12/31/2020			\$ 81,213.62
		Pricing good for 60 days			
		SPD# 70-361-17-02013 Exp 4/30/20			

ALTURA COMMUNICATION SOLUTIONS, LLC	City of Santa Fe
BY:	BY:
NAME: Gretchen Witt	NAME:
TITLE: Strategic Sales	TITLE:
DATE: 10/29/19	DATE:



communication solutions
A Waterfield company

PROPOSAL
CITY OF SANTA FE
2026 Bundled Support - 2 Year Term

VERSION

3

QUOTE #

45516.10

DATE PREPARED

10/29/2025

PREPARED FOR

Edward Romero
Network Engineer

PREPARED BY

MaryGrace Crisci
(714) 948-8450
marygrace.crisci@waterfield.com



Avaya License Activation Fee

License Activation

Altura will perform a remote license activation during regular business hours. If Customer’s Change Policy or system requirements require after hours license activation, then additional labor will be required.

Normal turnaround time for license activation will be 10 business days after the PO is provided to Altura. If licenses are required in less than 5 business days from receipt of the Customer PO, then an expedite fee of \$500 will be required.

Any additional services will be added via a Job Change Order.

Signature Support

Signature Support

This Services Description and all Services and Deliverables hereunder shall be governed by the terms and conditions outlined in the Master Services Agreement (the “Agreement”) between Customer and Waterfield. If there is a conflict between this Services Description and the Agreement, the Agreement will control the subject matter hereof unless expressly amended in this SOW. Waterfield’s Signature Support Program (“SSP”) provides the following on a pre-paid basis for specific Customer platforms and applications described in the “Support Entitlements” section of this agreement. All services provided under this agreement will be delivered remotely.

SIGNATURE SUPPORT - SERVICES DESCRIPTION

Customer agrees to purchase and Waterfield agrees to provide Signature Support (“Services”) according to the terms of this contract. The terms governing the purchase and sale of the Services are contained in this Services Schedule and the Master Sales Agreement. Signature below acknowledges that signatory is duly authorized to accept this Service Agreement. Acceptance by Waterfield is evidenced by an authorized signature.

Waterfield Signature Support (Services) is an Information Technology Infrastructure Library (ITIL) based service provided to our customers across critical technology areas. Waterfield’s Signature Support offering consists of the monitoring, troubleshooting, device and service management (incident, change, problem, MACD), and reporting of the Customer’s Managed Infrastructure. Service Assets common to all Waterfield supported technologies are based upon practices recommended by the ITIL and specific OEM’s. All remote Services will be provided 24x7x365, except where noted. This document (the “Services Description”) describes the Service elements, features, and Assets of Waterfield Signature Support.

REQUIREMENT OF MANUFACTURER SUPPORT CONTRACT

Access to manufacturer escalation support and access to patches and software for the covered systems is contingent upon purchase and maintenance of a Manufacturer Support Contract. If no manufacturer support exists or when equipment is deemed unsupported by the manufacturer, or it is deemed not serviceable due to lack of replacement part availability, Waterfield support will be best effort.

Services Elements Summary

The following tables summarize the service elements included in this Waterfield Signature Support offer:

Service Element	
24x7x365 Service Desk	X
Incident Management	X
Change Management	X
WATERFIELD Service Portal	X

Bundled Hours	x
---------------	---

Scope of Signature Support

Support coverage for this contract applies to the type and quantities of licensed users listed in the quote, applications, hardware and assets listed below only. Upon onboarding, if additional elements or quantities are identified and confirmed as requested for inclusion under support, a Contract Change Notice amendment will be issued for the deltas in coverage and costs. Additions, upgrades or expansions of the environment that occur during the contracted term will also be covered under a Contract Change Notice amendment.

Unless stated elsewhere in this contract, all Covered Assets listed will be onboarded to Waterfield Monitoring and placed under the Signature Support coverage elements defined in this contract.

Site		
3273321 - 200 LINCOLN AVE, SANTA FE, NM 87501		
Covered Assets	Covered Qty	Hardware Replacement
CORE PROCESSOR	1	VIRTUAL
GATEWAY	6	N/A
MESSAGING	2	VIRTUAL
SYSTEM MGR	1	VIRTUAL
SESSION MGR	1	VIRTUAL
AADS	1	VIRTUAL
SESSION BOARDER CONTROLER	2	VIRTUAL
AES	1	VIRTUAL

Hardware Replacement Legend:

- V = Waterfield parts replacement NBD
- A = Manufacturer parts replacement NBD
- B = Manufacturer parts replacement 24x7x4
- C = Manufacturer parts Replacement 8x5x4
- D = Manufacturer parts replacement and onsite dispatch NBD
- E = Manufacturer parts replacement and onsite dispatch 24x7x4
- F = Manufacturer parts replacement and onsite dispatch 8x5x4

If applicable, the following vendors are covered by 3rd Party Case Management under this contracted support agreement:

Vendor Name	Support Type
VENDOR NAME	Case Management

INTEGRATED APPLICATIONS NOT COVERED

If present, for applications that have an integration to covered assets listed above but that are not supported by Waterfield directly; Waterfield will support integration points within the covered assets only, far end applications to be supported by customer or their vendor.

24x7x365 Service Desk

Waterfield will provide 24x7 support to Customer through our Service Desk with best-in-class solutions delivered and supported by our team of certified experts. Additionally, we provide support through our Customer Service Portal for ticket creation and disbursement.

- Waterfield will provide 24x7 system support for the solution environment. This includes access to Waterfield’s 24x7 Service Desk. All incidents will be responded to and managed according to Waterfield’s ticketing system.
- Waterfield will document procedures for communicating issues and accessing support.
- Customer will be able to open and track tickets via the Waterfield Support Line (phone), the Waterfield Collaboration Portal (web), and email.

Incident Management

Waterfield will remotely identify, troubleshoot, and restore normal operational functionality if an Incident is detected in a Managed Asset. Waterfield Responsibilities

- Create tickets from detected or reported Events, where required
- Manage Incidents by classifying, prioritizing, troubleshooting, and restoring normal operation
- Escalation to the primary telephony OEM is included in Signature Support. Any other OEM or 3rd party escalations are only supported under the Enhanced Signature Support offering for 3rd Party Vendor Management.
- Assign and reassess Incident priorities in accordance with Waterfield process and policy as defined in the Waterfield Service Management Governance addendum.
- Notify relevant parties about Incidents, keeping the parties updated through Incident closure, per communication protocols established at onboarding (preferred customer contacts, escalation points, etc)
- Provide Incident reports pertaining to the Managed Assets available via the Waterfield Management Portal.

Customer Responsibilities

- Provide means for Waterfield to access, troubleshoot, and resolve Managed Assets. Primary remote access for Waterfield will be via the Waterfield Monitoring Server.
- Provide details about support contracts and other documentation/authorization required to facilitate Incident resolution
- Contact Waterfield if Customer believes an Incident is in-progress or has occurred
- Perform Waterfield or third-party recommended changes to Managed Assets or third-party hardware, software, or services, if outside of the scope of Services Management.
- Provide Waterfield with updates to Customer initiated actions related to the Incident(s).

Please note: Incident Tickets will be on “hold” for any period of time Waterfield is delayed in receiving required information from Customer, the End User, or applicable third-party service providers.

Hardware Replacement (Parts Coverage)

Hardware replacement coverage listed in the Covered Assets table will be replaced under this contract via Waterfield or Manufacturer Support parts coverage as noted. Parts will be replaced on a Next Business Day basis if replacement is identified prior to 12pm PST.

Waterfield Technician Dispatch (Onsite Support)

Based on evolving virtualization technologies and support models that have greatly reduced the need for onsite support, and to keep costs

down to our customers, technician dispatch for troubleshooting or replacement hardware installation, if required, will be provided on a Time and Materials basis only.

- If replacement parts provided by the OEM or Waterfield require pre-staging or configuration prior to shipment to customer site, Waterfield will notify customer and stage the hardware at a Waterfield office location and ship to customer site for customer installation.
- Upon request, onsite technician support will be provided on a Best Effort basis with a Next Business Day target for Priority 1 and 2 Incidents and subject to hardware and resource availability and installation readiness of hardware, to be billed on a Time and Materials basis or applied against contracted Bundled Hours if purchased. Dispatch will be supported by a Waterfield resource or Waterfield authorized contractor.
- If Manufacturer onsite dispatch is purchased, dispatch is subject to the SLA of the purchased model per the Covered Assets table above

Problem Management

Problem Management is the process of identifying the cause of an error in the supported solutions, usually reported as occurrences of related Incidents, and removing the causes of these errors permanently. Problem resolution and elimination of root cause often calls for the application of a change in the existing environments.

Problem cases are created as necessary and worked by Waterfield staff in order to find the root cause for a single or set of related issues and apply a permanent fix.

Change Management

Change Management is the process of recording and managing the planned deployment of alterations to customer environments, processes, and documentation. Waterfield will utilize Customer's documented Change Management process, if available. Otherwise, Waterfield utilizes its own system-enforced Change Management process to complete any change needed as the result of an Incident or Problem ticket.

If required by documented customer change procedures, Waterfield will prepare and provide a Method of Procedure (MOP) document in Waterfield's standard format outlining the details, timing and impacts of said change for customer Change approval processing. If Waterfield is required to participate in customer Change Advisory Board meetings or utilize custom formats or process for MOP development, additional charges may apply.

Waterfield is not accountable for Changes made by Customer staff outside of the agreed upon, documented Change Process. Waterfield will manage the deployment of technical changes to the Managed Assets (e.g. configuration changes), in Customer's environment as a result of a change activity. Change types supported by Change Management are Emergency, Normal, and Standard Changes. Waterfield Responsibilities

- Manage the lifecycle of Change Management Requests, as required, resulting from an Incident, Problem, Service Request, as otherwise mutually agreed to in writing or as required in accordance with the Change Management Process
- Coordinate, provide governance and execute changes to Managed Assets, using commercially reasonable efforts to minimize any adverse impacts of those changes to Customer's environment
- Validate and prioritize Change Requests based on urgency
- Manage end-to-end lifecycle of Change Requests
- Provide notifications of change request start and completion for Customer-impacting changes
- Work with Customer to identify and approve Standard Changes
- As part of Customer's CAB process, discuss with Customer any changes to Monitored Assets that may result from Changes approved with respect to the Managed Assets
- Perform pre- and post-change Health Check

Customer Responsibilities

- Provide written documentation to Waterfield at onboarding, or as modified throughout the contract term, defining any custom Change Policies or processes that must be adhered to by Waterfield
- Submit Requests for Change (RFCs) for Waterfield Managed Assets as Service Requests via the Portal, Smart Bonding, or Customer ITSM
- Submit Requests for Change (RFCs) for Customer Managed Assets as Changes via the Portal, Smart Bonding, or Customer ITSM
- Inform Waterfield on Customer scheduling, communicating, and executing of changes or customer performed additions or modifications to the supported environment.
- Provide Waterfield access to Customer CAB meetings and facilitate communication between Waterfield and Customer's CAB
- Confirm and maintain scheduled windows for change activities
- Determine and mitigate any impacts to the Monitored Assets or out-of-scope devices as a result of a change to the Managed Assets
- Review and approve (within 48 hours or less) Waterfield-initiated Changes to Managed Assets via Waterfields Service portal.

WATERFIELD Service Portal

Waterfield will provide a web-based Portal that provides Customer reports and information related to the Services. The Waterfield Management Portal will be the primary means of communication on all cases between the Waterfield Service Team and the customer.

Waterfield Responsibilities

- Implement and make available to Customer a Portal for the Service
- Provide capability to open, update, and review cases, changes, etc.
- Provide capability to view reports

Customer Responsibilities

- Provide end user profiles for Portal access in accordance with relevant industry practice
- Review and update (as needed) Incidents and Change Requests

Bundled Hours - 24 Hours Annual Allotment

Upon contract activation and at the anniversary date of each subsequent year of a multi-year contract, Customer's services account will be credited with the specified annual hours of Waterfield Services to be used at Customer's discretion. Additional hours over and above the included/bundled hours will be charged at the contracted rate below. Bundled hours allotment and rate are covered in the Program Fees section below.

All work requested under Bundled Hours is facilitated, scheduled and coordinated by the Waterfield support team and all hours spent by all roles engaged in the planning and execution of requested work are accrued against the Bundled Hours. Utilization of hours is tracked and reported to customers on a monthly basis or available upon request.

Bundled hours are intended to be used within the contract year and do not rollover to subsequent years.

SERVICES REQUESTS (MOVE, ADD, CHANGE AND DELETE - MACD)

Typical uses for these hours include transactional programming requests generally related to specific user additions, removals or changes and not holistic and scoped changes as outlined above. Waterfield maintains flexibility in working with our customers on the utilization of Bundled Hours, however they are intended for use primarily for MACD defined as follows:

- Requests are made via a ticket on the Waterfield portal or email to the Waterfield Service Desk, fulfilled by Waterfield with communications occurring within our ticketing system.
- MACD is defined as not requiring multiple resources or coordination with external vendors or parties, can be completed in less than 2 hours per engagement and does not require Project Management or Coordination.

- Waterfield will utilize a proven change control process for managing changes requested under this program.
- Complex requests requiring PMO management, 3rd party support coordination, multiples phases or that support net new functionality, integrations or capabilities will be quoted as new project work through the Waterfield account team.

Forward Planning

Waterfield will make expert resources available to participate in your forward planning or strategic steering committee meetings at your request. We can add significant value to your planning process by relaying best practices and current technology trends employed by other Waterfield customers.

- Waterfield will conduct a formal review of consulting hours usage
- Waterfield will conduct an annual application and system review to align with the current Customer budget cycle:
 - Review system architecture for adequate capacity/redundancy
 - Review Service Desk engagements over the past year; identify areas for improvement
- Waterfield will work with the Customer to identify the architectural, application, and operational improvement opportunities to help Customer further exploit its technology and application investment. The actual implementation or execution of these opportunities will be handled under separate SOWs or this agreement's Application Changes and Improvements provision if adequate hours are available.
- If desired, Waterfield will assist Customer with planning and scoping future budgeting cycles.

ADAPTABILITY TO CHANGING BUSINESS & TECHNICAL NEEDS

Waterfield will schedule a run-rate review with Customer after six months of activity. The objective of this review will be to validate the Customer bundled-hours budget and adjust if necessary. Should Customer and Waterfield determine that additional bundled hours are needed, Waterfield will submit a Project Change Request for Customer's approval.

SEVERITY DEFINITIONS AND RESPONSE SLA:

LEVEL	DEFINITION	SERVICE LEVEL AGREEMENT RESPONSE TIMES
Priority 1	Service interruption affecting whole site or network, mission critical server or service, or critical application on a managed server	Within one (1) hour
Priority 2	Service interruption affecting small number of users, or service degradation affecting many users (large office or multiple small offices)	Within four (4) hours
Priority 3	Service interruption affecting a single user, or service; degradation affecting a few users	Within one (1) business day
Priority 4	Informational & General requests, MACD requests.	Within one (1) week

Customer acknowledges that incidents caused by system hardware or software may require third-party manufacturer involvement. Waterfield is not liable for system hardware or software failures or delays in receiving system software bug fixes, patches, maintenance releases, upgrades, or new versions

COVERAGE EXCLUSIONS

- Active system issues present at time of contract start date.
 - Prior to contract start date, Waterfield will perform remote and/or onsite system audits to validate the health and integrity of the systems being placed under coverage including the system environment.
 - Significant issues that may interfere with the supportability of the systems under coverage found existing during this audit will be documented and communicated to customer with quote for resolution on a Time and Materials basis if feasible.
 - Should customer elect not to remediate these issues via Waterfield or other means, Waterfield reserves the right to deny support coverage that is related to these unresolved issues.
- Customer provided hardware failures or issues: If Waterfield is required to perform support activities to restore or reload a supported application due to customer provide physical or virtual server failure, Waterfield reserves the right to bill for such activity on a Time and Materials basis.
- For all customer provided elements of the infrastructure including VMware/compute/OS or other CPE, customer is responsible for all support, patching, remediation and collaboration with Waterfield on Incident resolution that may be dependent on remediations to such infrastructure.
- Labor and material costs for configuration or programming changes, the addition of equipment or relocation of same. This activity is considered Move, Add, and Change activity (MAC) and can be provided at our then current Time and Material rates, or pre-paid under Block of Hours purchase, or included as optional under Waterfield's Enhanced Signature Support offerings.
- Battery back-up systems, DC rectifiers, uninterruptible power supply systems (UPS), operating supplies, electrical work external to the system.
- Labor and material costs for Assets that do not affect the normal operation of the system (i.e. Cabinets, racks, shelves, etc.).
- Force Majeure: Any act external to the system that causes, directly or indirectly, a system failure, either immediately or later, or other malfunction including without any limitation, failures of trunk or toll lines from local dial tone providers or long distance carriers, other equipment connected to the system, or abnormal environmental conditions, power failures or fluctuations, (for example power fluctuations caused by power surge or lightning), flooding, water damage, and any other equipment damage associated with Acts of God
- The negligent, intentional, or willful acts of customer or third parties, or any acts or events which may adversely affect the performance of the system, occasioned by acts of Customer, or any third party.
- If customer requires escorted (customer monitored) remote access to systems, SLA's do not apply.

Customer Responsibilities

- Customer agrees to perform in a timely manner, at Customer's sole expense, the following responsibilities in support of Waterfield Services under this Agreement:
 - Unless otherwise stated in an executed Signature Support agreement, customer to provide physical or virtual server to support Waterfield remote monitoring platform per provided specifications at core location.
 - For legacy systems supported by modem, customer to provide modem unless purchased under this Signature Support quote.
- If deploying on customer provided virtual environment, Waterfield strongly recommends the monitoring server to be deployed on a separate physical host from those hosting applications being monitored to ensure survivability of the monitoring server if there is a failure of the main telephony host.
- For products where manufacturer is not procured through Waterfield, if escalation to manufacturer is required, Waterfield will refer escalation to Customer for engagement under their support contract with manufacturer. Waterfield will participate in ongoing troubleshooting as required with the manufacturer to facilitate remediation.
- Waterfield persistent remote access to the environment is required under this contract and provided via the Waterfield Monitoring server or legacy modem described above. If customer declines to deploy the monitoring server or modem for remote monitoring, persistent remote access via VPN or other means must be provided for Waterfield to support the systems under Signature Support.
- Provide access to Customer's premises and a suitable work area for Waterfield service personnel.
- Appoint an administrator (the "Contact") knowledgeable in Customer operational requirements as a point of contact to Waterfield and with authority to act on Customer's behalf in matters relating to this agreement, including the issuance of purchase orders.

- Provide the proper environment, electrical and telecommunications connections as specified by the system's manufacturer(s).
- Maintain back-up files and discs for all relevant software comprising a portion of or being related to the system.
- Not relocate or modify any portion of the system or its Assets or allow anyone access to the internal Assets and software without written notification to Waterfield.

Terms and Cancelation

Renewal

At the conclusion of the term specified in this contract, this Service Schedule shall automatically renew for successive one (1) year terms at Waterfield's current rates at time of renewal of the Services Schedule, unless non-renewal notice is provided in writing sixty (60) days prior to the renewal date as defined in this contract.

Previous term unused Bundled Hours allotments are not available for credit or extension into renewal term.

Cancellation of Support

Customer may cancel the Waterfield support portion at any time, with or without cause, provided a 60-day written advanced notice is provided to Waterfield by an authorized signatory. No credits for prepayments will be provided. If notice of cancellation is provided mid-term, 50% of the remaining unpaid Waterfield Signature Support balance of the full contracted term will be due immediately upon termination. Cancellation penalties are waived if service is moving to another Waterfield provided solution or service.

The cancellation of Manufacturer Support Agreements will follow the manufacturers' cancellation policy in effect during the term of this agreement. Current policy terms from the manufacturer are available from Waterfield upon request.

Resale of Manufacturer Support

If this agreement contains the resale of Manufacturer Support provided by the OEM to support their products and services, such Manufacturer Support is provided independently of any Waterfield support quoted herein. Waterfield holds no performance obligation over the delivery of this Manufacturer Support which is bound by the prevailing terms and conditions set by the OEM at time of sale.

2026 Bundled Support - 2 Year Term

Prepared by:

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Prepared for:

CITY OF SANTA FE
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Quote Information:

Quote #: 045516
 Version: 3
 Delivery Date: 10/29/2025
 Expiration Date: 12/19/2025

Avaya License Activation Fee

Description	Price	Qty	Ext. Price
WTPSO-45516 Subscription License Activation Service - Remote Conversion During Brief OT Event	\$2,405.00	1	\$2,405.00
INVOICE SCHEDULE: Other One-Time Fees			
Subtotal:			\$2,405.00

911 Secure Support - 12/18/2025-12/17/2026

Description	Recurring	Qty	Ext. Recurring
Software Support			
911S-SENT-2-AS Sentry E911 Sentinel - Software Only - 1,001-2,500 Endpoints	\$995.00	1	\$995.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-SCOUT-AURA-AS Sentry E911 Scout for Avaya Aura CM/AES/Session Manager	\$325.00	1	\$325.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-TRACK-AS Sentry E911 Internal Tracker, External Tracker, MacLocations Tracker	\$325.00	1	\$325.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to			

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

911 Secure Support - 12/18/2025-12/17/2026

Description	Recurring	Qty	Ext. Recurring
"911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-W-TRACK- Sentry Wireless Tracker AS	\$995.00	1	\$995.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-BEACON-AS Sentry E911 Beacon	\$20.00	100	\$2,000.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-BEACON- Sentry Beacon with ERL/ELE Filtering and 100 Notification Domains ND-100-A	\$1,795.00	1	\$1,795.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-EP- Sentry End Point Licensing (1-5,000 Endpoints) LICENSING-5-	\$1.25	1500	\$1,875.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-SENTRY-DIS Sentry Cloud and Sentry Gatekeeper -AS	\$1,995.00	1	\$1,995.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

911 Secure Support - 12/18/2025-12/17/2026

Description	Recurring	Qty	Ext. Recurring
911S-ENG-PROSERV Engineering Assistance and Professional Services	\$200.00	10	\$2,000.00
Pre-Paid support hours included per year to access 911 Secure's technical support staff. 911 Secure's technical support is available Monday-Friday 9am to 5pm ET for telephone and remote assistance to correct problems. For Off Hours Support please refer to "Off Hours Support". Once the pre-purchased hours have been used additional hours must be purchased in advanced before additional support will be given unless 911 Secure deems the Technical Support is Urgent then an exception will be made by the 911 Secure support staff to assist client. These additional hours will be billed at the "Off Hours Support" rate. After each support issue is completed the client will be notified via email how many hours were used and their remaining balance. It is suggested that once the client has either less than 10% of the pre-purchased hours remaining or one hour or less remaining additional hours should be purchased.			
SENTRY VPC - 911 Routing Subscription Services			
911S-VPC-MRC-AM250 Annual Fee (Includes first 141 Records)	\$3,000.00	1	\$3,000.00
Service includes bundle or singular DID MAC upload, ongoing near, real-time updating and uploading of location position, address validation, emergency routing service.			
911S-ECRC-1 Annual Emergency Call Response Center - 1,000+ Endpoints	\$1,000.00	1	\$1,000.00
All calls that are routed to the ECRC are charged at a rate of \$75 per call. 20 calls per year are included for annual charge of \$1,000. For each call over 20 the \$75 per call fee will apply. Auto-renewed. Invoiced 90 days prior to anniversary date. *NOTE: This only applies to calls that originate from endpoints that are not provisioned in the 911 Secure VPC database.*			
SENTRY MONTHLY RECURRING CHARGES PER ZONE CHARGE - 12 Months Paid Up Front			
911S-NG911AD-ARC Sentry NG911 Additional Data Powered by RapidSOS	\$60.00	66	\$3,960.00
Provides for NG911 Additional Data to be sent to the RapidSOS Clearinghouse. The Public Safety Answer Point (PSAP) will be able to retrieve the Additional Data from the RapidSOS Clearinghouse.			
INVOICE SCHEDULE: Manufacturer Maintenance / Subscription			
Gross Receipts Tax Estimated Tax Rate: 8.1875%	\$1,659.20	1	\$1,659.20

Annual Subtotal: **\$21,924.20**

911 Secure Support - 12/18/2026-12/17/2027

Description	Recurring	Qty	Ext. Recurring
Software Support			
911S-SENT-2-AS Sentry E911 Sentinel - Software Only - 1,001-2,500 Endpoints	\$995.00	1	\$995.00

911 Secure Support - 12/18/2026-12/17/2027

Description	Recurring	Qty	Ext. Recurring
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			
<p>911S-SCOUT- Sentry E911 Scout for Avaya Aura CM/AES/Session Manager AURA-AS</p>	\$325.00	1	\$325.00
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			
<p>911S-TRACK-AS Sentry E911 Internal Tracker, External Tracker, MacLocations Tracker</p>	\$325.00	1	\$325.00
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			
<p>911S-W-TRACK- Sentry Wireless Tracker AS</p>	\$995.00	1	\$995.00
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			
<p>911S-BEACON-AS Sentry E911 Beacon</p>	\$20.00	100	\$2,000.00
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			
<p>911S-BEACON- Sentry Beacon with ERL/ELE Filtering and 100 Notification Domains ND-100-A</p>	\$1,795.00	1	\$1,795.00
<p>Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.</p>			

911 Secure Support - 12/18/2026-12/17/2027

Description	Recurring	Qty	Ext. Recurring
911S-EP-LICENSING-5- Sentry End Point Licensing (1-5,000 Endpoints)	\$1.25	1500	\$1,875.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-SENTRY-DIS-AS Sentry Cloud and Sentry Gatekeeper	\$1,995.00	1	\$1,995.00
Annual renewable support fee which includes access to telephone technical support to correct problems. Technical Support staff is available Monday through Friday 9am to 5pm ET. Refer to "911S-ENG-PROSERV-PP" for pre-paid hours included in this proposal. For after hours/weekend and holiday support please refer to "911S-ENG-PROSERV-OHS". Also includes Annual Software Update Service.			
911S-ENG-PROSERV Engineering Assistance and Professional Services	\$200.00	10	\$2,000.00
Pre-Paid support hours included per year to access 911 Secure's technical support staff. 911 Secure's technical support is available Monday-Friday 9am to 5pm ET for telephone and remote assistance to correct problems. For Off Hours Support please refer to "Off Hours Support". Once the pre-purchased hours have been used additional hours must be purchased in advanced before additional support will be given unless 911 Secure deems the Technical Support is Urgent then an exception will be made by the 911 Secure support staff to assist client. These additional hours will be billed at the "Off Hours Support" rate. After each support issue is completed the client will be notified via email how many hours were used and their remaining balance. It is suggested that once the client has either less than 10% of the pre-purchased hours remaining or one hour or less remaining additional hours should be purchased.			
SENTRY VPC - 911 Routing Subscription Services			
911S-VPC-MRC-AM250 Annual Fee (Includes first 141 Records)	\$3,000.00	1	\$3,000.00
Service includes bundle or singular DID MAC upload, ongoing near, real-time updating and uploading of location position, address validation, emergency routing service.			
911S-ECRC-1 Annual Emergency Call Response Center - 1,000+ Endpoints	\$1,000.00	1	\$1,000.00
All calls that are routed to the ECRC are charged at a rate of \$75 per call. 20 calls per year are included for annual charge of \$1,000. For each call over 20 the \$75 per call fee will apply. Auto-renewed. Invoiced 90 days prior to anniversary date. *NOTE: This only applies to calls that originate from endpoints that are not provisioned in the 911 Secure VPC database.*			
SENTRY MONTHLY RECURRING CHARGES PER ZONE CHARGE - 12 Months Paid Up Front			
911S-NG911AD-ARC Sentry NG911 Additional Data Powered by RapidSOS	\$60.00	66	\$3,960.00

911 Secure Support - 12/18/2026-12/17/2027

Description	Recurring	Qty	Ext. Recurring
Provides for NG911 Additional Data to be sent to the RapidSOS Clearinghouse. The Public Safety Answer Point (PSAP) will be able to retrieve the Additional Data from the RapidSOS Clearinghouse.			
INVOICE SCHEDULE: Manufacturer Maintenance / Subscription			
Gross Receipts	\$1,659.20	1	\$1,659.20
Tax			
Estimated Tax Rate: 8.1875%			
Annual Subtotal:			\$21,924.20

Computer Instruments Support - 12/21/2025-12/20/2026

Description	Recurring	Qty	Ext. Recurring
1800-0800	\$6,026.00	1	\$6,026.00
Total Care Maintenance, 8-5, M-F			
INVOICE SCHEDULE: Manufacturer Maintenance / Subscription			
Gross Receipts	\$629.23	1	\$629.23
Tax			
Estimated Tax Rate: 8.1875%			
Annual Subtotal:			\$6,655.23

Computer Instruments Support - 12/21/2026-12/20/2027

Description	Recurring	Qty	Ext. Recurring
1800-0800	\$6,026.00	1	\$6,026.00
Total Care Maintenance, 8-5, M-F			
INVOICE SCHEDULE: Manufacturer Maintenance / Subscription			
Gross Receipts	\$629.23	1	\$629.23
Tax			
Estimated Tax Rate: 8.1875%			
Annual Subtotal:			\$6,655.23

OpenText Support - 12/22/2025-12/21/2026

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - GSA - 74QTCA19D007R			
Unique #: 71244-12786 Unique Name: 1474823111006 ASP Support			
1000052324	\$4,898.65	1	\$4,898.65
CX-E - 32 Ports/5 UM/5 PA/1 Call Server Maintenance			
1000052478	\$2,671.90	1	\$2,671.90
1000 UM User licenses Maintenance			

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

OpenText Support - 12/22/2025-12/21/2026

Description	Recurring	Qty	Ext. Recurring
1000053327 XMedius CX-E/Hospitality Prime Protect	\$484.10	1	\$484.10
1000052440 SIP Port (All SIP integrations) - Per Port Maintenance	\$23.00	32	\$736.00
1000052492 Alternate TUI Emulations Maintenance	\$445.30	1	\$445.30
1000052444 1 Speech resource (ASR and TTS) License (add additional ports up to 500 Speech resources) Maintenance	\$144.00	3	\$432.00
1000052442 Additional Call Server (maximum 20 Call Servers total per CX-E system with 8.1 and higher) Maintenance	\$223.25	1	\$223.25
1000054469 Fax Telephony Gateway Maintenance	\$155.90	1	\$155.90
1000052414 Avaya Communication Manager SIP (Includes SIP trunk for CM/SM, and SIP station for SM integration) Maintenance	\$118.10	1	\$118.10
INVOICE SCHEDULE: Manufacture Maintenance / Subscription			
Gross Receipts Tax	Estimated Tax Rate: 8.1875%	\$832.28	1 \$832.28

Annual Subtotal: **\$10,997.48**

OpenText Support - 12/22/2026-12/21/2027

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - GSA - 74QTCA19D007R			
Unique #: 71244-12786 Unique Name: 1474823111006 ASP Support			
1000052324 CX-E - 32 Ports/5 UM/5 PA/1 Call Server Maintenance	\$5,143.55	1	\$5,143.55
1000052478 1000 UM User licenses Maintenance	\$2,805.55	1	\$2,805.55
1000053327 XMedius CX-E/Hospitality Prime Protect	\$507.25	1	\$507.25
1000052440 SIP Port (All SIP integrations) - Per Port Maintenance	\$24.15	32	\$772.80
1000052492 Alternate TUI Emulations Maintenance	\$467.60	1	\$467.60
1000052444 1 Speech resource (ASR and TTS) License (add additional ports up to 500 Speech resources) Maintenance	\$144.00	3	\$432.00
1000052442 Additional Call Server (maximum 20 Call Servers total per CX-E system with 8.1 and higher) Maintenance	\$223.25	1	\$223.25

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

OpenText Support - 12/22/2026-12/21/2027

Description	Recurring	Qty	Ext. Recurring
1000054469 Fax Telephony Gateway Maintenance	\$163.70	1	\$163.70
1000052414 Avaya Communication Manager SIP (Includes SIP trunk for CM/SM, and SIP station for SM integration) Maintenance	\$124.00	1	\$124.00
INVOICE SCHEDULE: Manufacture Maintenance / Subscription			
Gross Receipts Tax Estimated Tax Rate: 8.1875%	\$871.13	1	\$871.13

Annual Subtotal: **\$11,510.83**

Avaya Subscription - 12/31/2025-12/30/2026

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - Avaya GS-35F-0156V			
3273321 CITY OF SANTA FE/CITY HALL, 200 LINCOLN AVE, SANTA FE, NM, US, 87501-1904			
284959 Avaya Support Advantage Preferred - Service - 24 x 7 - Technical - Electronic, Physical	\$0.00	1	\$0.00
284960 Avaya Upgrade Advantage - Service - Technical - Electronic	\$0.00	1	\$0.00
434845 UC ESSENTIALS LICENSE FIXED SUBS ADJ LP	\$22.00	100	\$2,200.00
GSA Price \$5.54 - Annual Price \$66.48			
433924 AES BASIC TSAPI ENTL LIC FXD SUBS ADJLP	\$0.00	100	\$0.00
405787 CC BASIC VOICE LICENSE FIXED SUBS, SUBSCRIPTION FIXED USAGE	\$267.85	92	\$24,642.20
GSA Price \$58.52 - Annual Price \$702.24			
434846 UC ADVANCED LICENSE FIXED SUBS ADJ LP	\$32.35	1700	\$54,995.00
GSA Price \$8.20 - Annual price \$98.40			
433926 AES DMCC ENTL LIC FXD SUBS ADJLP	\$0.00	100	\$0.00
407011 CC WE ACRA REC PKG LIC FIXED SUBS 1YR AN PREPD, PRODUCT SUBSCRIPTION	\$319.20	70	\$22,344.00
GSA Price \$26.60 - Annual Price \$319.20			
351498 SUBSCRIPTION SA SUPPORT CC WE ACRA RECORDING PKG TRACKING, SA SS SSU CONTRACT	\$0.00	84	\$0.00

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

Avaya Subscription - 12/31/2025-12/30/2026

Description	Recurring	Qty	Ext. Recurring
296288 SA PREFER SUPT WFO R15 LICENSE MOVE TRACKING, SA SS SSU CONTRACT	\$0.00	1	\$0.00
INVOICE SCHEDULE: Manufacture Maintenance / Subscription			
Gross Receipts Tax Estimated Tax Rate: 8.1875%	\$8,529.84	1	\$8,529.84

Annual Subtotal: **\$112,711.04**

Avaya Subscription - 12/31/2026-12/30/2027

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - Avaya GS-35F-0156V			
3273321 CITY OF SANTA FE/CITY HALL, 200 LINCOLN AVE, SANTA FE, NM, US, 87501-1904			
284959 Avaya Support Advantage Preferred - Service - 24 x 7 - Technical - Electronic, Physical	\$0.00	1	\$0.00
284960 Avaya Upgrade Advantage - Service - Technical - Electronic	\$0.00	1	\$0.00
434845 UC ESSENTIALS LICENSE FIXED SUBS ADJ LP	\$22.00	100	\$2,200.00
GSA Price \$5.54 - Annual Price \$66.48			
433924 AES BASIC TSAPI ENTL LIC FXD SUBS ADJLP	\$0.00	100	\$0.00
405787 CC BASIC VOICE LICENSE FIXED SUBS, SUBSCRIPTION FIXED USAGE	\$267.85	92	\$24,642.20
GSA Price \$58.52 - Annual Price \$702.24			
434846 UC ADVANCED LICENSE FIXED SUBS ADJ LP	\$32.35	1700	\$54,995.00
GSA Price \$8.20 - Annual price \$98.40			
433926 AES DMCC ENTL LIC FXD SUBS ADJLP	\$0.00	100	\$0.00
407011 CC WE ACRA REC PKG LIC FIXED SUBS 1YR AN PREPD, PRODUCT SUBSCRIPTION	\$319.20	70	\$22,344.00
GSA Price \$26.60 - Annual Price \$319.20			
351498 SUBSCRIPTION SA SUPPORT CC WE ACRA RECORDING PKG TRACKING, SA SS SSU CONTRACT	\$0.00	84	\$0.00
296288 SA PREFER SUPT WFO R15 LICENSE MOVE TRACKING, SA SS SSU CONTRACT	\$0.00	1	\$0.00

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

Avaya Subscription - 12/31/2026-12/30/2027

Description	Recurring	Qty	Ext. Recurring
INVOICE SCHEDULE: Manufacture Maintenance / Subscription			
Gross Receipts Estimated Tax Rate: 8.1875% Tax	\$8,529.84	1	\$8,529.84
Annual Subtotal:			\$112,711.04

Signature Support - 12/31/2025-12/30/2026

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - GS-35F-0666W			
54151S Special Item Number 54151S IT Professional Services	\$47,913.00	1	\$47,913.00
INVOICE SCHEDULE: Signature Support Services			
Gross Receipts Estimated Tax Rate: 8.1875% Tax	\$3,922.88	1	\$3,922.88
SIN 54151S Resources Utilized in Support Contact Center Solutions Engineer Network Engineer Tier 2 NOC Help Desk			
Annual Subtotal:			\$51,835.88

Signature Support - 12/31/2026-12/30/2027

Description	Recurring	Qty	Ext. Recurring
GSA Contract Number - GS-35F-0666W			
54151S Special Item Number 54151S IT Professional Services	\$47,913.00	1	\$47,913.00
INVOICE SCHEDULE: Signature Support Services			
Gross Receipts Estimated Tax Rate: 8.1875% Tax	\$3,922.88	1	\$3,922.88

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

Signature Support - 12/31/2026-12/30/2027

Description	Recurring	Qty	Ext. Recurring
SIN 54151S			
Resources Utilized in Support			
Contact Center Solutions Engineer			
Network Engineer Tier 2 NOC			
Help Desk			

Annual Subtotal: **\$51,835.88**

Quote Summary

Description	Recurring	One-Time
Avaya License Activation Fee	\$0.00	\$2,405.00
911 Secure Support - 12/18/2025-12/17/2026	\$21,924.20	\$0.00
911 Secure Support - 12/18/2026-12/17/2027	\$21,924.20	\$0.00
Computer Instruments Support - 12/21/2025-12/20/2026	\$6,655.23	\$0.00
Computer Instruments Support - 12/21/2026-12/20/2027	\$6,655.23	\$0.00
OpenText Support - 12/22/2025-12/21/2026	\$10,997.48	\$0.00
OpenText Support - 12/22/2026-12/21/2027	\$11,510.83	\$0.00
Avaya Subscription - 12/31/2025-12/30/2026	\$112,711.04	\$0.00
Avaya Subscription - 12/31/2026-12/30/2027	\$112,711.04	\$0.00
Signature Support - 12/31/2025-12/30/2026	\$51,835.88	\$0.00
Signature Support - 12/31/2026-12/30/2027	\$51,835.88	\$0.00

Total: \$408,761.01 \$2,405.00

Project Total: \$411,166.01

INVOICING SCHEDULE & PAYMENT TERMS

Invoicing Schedule

Fee Type	Trigger To Start Invoicing	Invoicing Method
Recurring Fees (by Category)		
CC/UC Agent Seats and Bundles	Earlier of a) first production use of the CC/UC service, or b) the start of the Dates of Performance.	Annual in Advance
CC/UC Feature Add-ons	Earlier of a) date that each ordered service is first made available for production use, or b) ninety (90) days after Effective Date.	Annual in Advance
Other Software Services		Annual in Advance
Manufacturer Maintenance/Subscription	<ul style="list-style-type: none"> • New: License Issuance or Shipment Date • Existing: Service Order Date <i>Subject to change based on manufacturer policy and actual maintenance subscription dates.</i>	Annual in Advance
Signature Support Services	<ul style="list-style-type: none"> • New Project: Earlier of a) first production use of the CC/UC service, or b) the start of the Dates of Performance. • Renewal: Service Order Date 	Annual in Advance
Ascend Support Services	<ul style="list-style-type: none"> • New Project: Earlier of a) first production use of the CC/UC service, or b) the start of the Dates of Performance. • Renewal: Service Order Date 	Annual in Advance
One-Time Fees & Deposits		
Professional Services Fees	Service Order Date	Unless otherwise stated above, 50% upon Effective Date; 50% upon Final Completion
Block of Hours	Service Order Date	100% in advance
Hardware/Equipment Purchases	Order Size: <ul style="list-style-type: none"> • Greater than \$100k: Service Order Date • Less than \$100k: Shipment Date 	Order Size: <ul style="list-style-type: none"> • Greater than \$100k: 50% due upon Receipt of Invoice; 50% upon Shipment • Less than \$100k: 100% upon Shipment
Software Licenses	License Issuance or Shipment Date	100% upon License Issuance
Other One-Time Fees	Service Order Date	100% in advance
Usage Fees		
Communications	As Used	Monthly in Arrears
Storage	As Used	Monthly in Arrears
Other Usage-Based Fees	As Used	Monthly in Arrears

Payment Terms

INVOICING SCHEDULE & PAYMENT TERMS

Payment for all invoices is due within thirty (30) calendar days from the invoice date. Invoices will be delivered to the Customer via email. Any payment not received by the due date will be considered overdue. Overdue payments may be subject to a late fee of 1.5% per month (or the maximum rate permitted by law, whichever is lower) until paid in full. Waterfield reserves the right to suspend services in the event of non-payment beyond sixty (60) days.

If there are any disputes or discrepancies with an invoice, Customer must notify Waterfield in writing within ten (10) business days of receipt of the invoice. Both parties agree to work in good faith to resolve any billing issues promptly.

Payments can be made via electronic funds transfer (EFT), which includes Automated Clearing House (ACH) or wire transfers, or for an additional fee, via check or credit card. The additional fee is the larger of \$500 or 5% of the amount. All payments must be made in U.S. Dollars (USD).

Any adjustments to the subscription fees due to changes in service levels, usage, or other factors will be reflected in the subsequent billing cycle. Credits for service outages or other issues will be applied to future invoices.

Expenses

The prices quoted above do not include travel or related expenses. Any on-site presence required for the project, along with travel expenses such as airfare, hotel accommodations, local transportation, and meals, will be billed separately at cost to the Customer, provided these expenses are approved in advance by the Customer.

In addition, any other Customer-approved expenses directly attributable to supporting the project will be billed at cost. This includes, but is not limited to, fees for facility usage such as usability testing and recording studios, as well as the acquisition of any specialized hardware or software necessary for the development and testing of the application(s).

All travel and related expenses must receive prior written approval from the Customer before being incurred. Detailed receipts and documentation for all expenses will be provided with the invoice. The Customer reserves the right to request additional documentation or clarification regarding any billed expenses.

Expenses will be billed monthly and included in the invoice for the period in which they were incurred. Any disputed expenses must be raised in writing within fifteen (15) days of receipt of the invoice.

To ensure cost control, the Waterfield will make reasonable efforts to minimize travel and other expenses, and to use cost-effective options where possible.

Taxes, Shipping, Handling & Duties

All prices quoted in this SOW include estimated taxes. Excluded and not included in the price is shipping, handling, and duty charges. Applicable taxes, including but not limited to sales, use, value-added, or other taxes, will be added to the invoice at the time of billing and are the responsibility of the Customer. Shipping, handling, and duty charges, if applicable, will also be invoiced at cost.

Company will include detailed line items for any taxes, shipping, handling, and duty charges on the invoice. The Customer is responsible for providing any applicable tax exemption certificates to Company prior to the issuance of the invoice.

PROPOSAL



CONSULTING

CONTACT CENTER

COLLABORATION

NETWORK

SECURITY

MANAGED SERVICES

Altura Communications Solutions

CITY OF SANTA FE

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____



**CNA PARAMOUNT
Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and
2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or
2. A higher limit of insurance than what you are required to provide by the **written contract**. Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and
2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 1001 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law,



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:



**CNA PARAMOUNT
Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Altura Communication Solutions LLC</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> P </u></p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 110 S. Hartford Ave., Suite 2502</p> <p>6 City, state, and ZIP code Tulsa, OK 74120</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
3	3	-	0	9	8	8	9	6	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ 1/8/24</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Altura_Communication_Solutions_Amendment_2_Packet_purchasing_ready (1)

Interim Agreement Report








2026-01-05

Created:	2025-12-22
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAmfqD2d8uWGy6TXRWaeRHE4nFWwBcyDcw

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"Altura_Communication_Solutions_Amendment_2_Packet_purchasing_ready (1)" History

-  Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
2025-12-22 - 9:38:58 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-12-22 - 9:42:59 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-01-05 - 5:41:25 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-01-05 - 5:42:21 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-01-05 - 5:42:29 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-01-05 - 6:14:25 PM GMT- IP address: 63.232.20.2
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-01-05 - 6:17:26 PM GMT- IP address: 63.232.20.2










Urgent-GB-350- Altura Communication Solutions LLC

Final Audit Report

2026-01-07

Created:	2026-01-05
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApE8icR650aY-EXX3yN11GOpYeZxAff-S

"Urgent-GB-350- Altura Communication Solutions LLC" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-01-05 - 8:49:13 PM GMT- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-01-05 - 8:54:34 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-01-05 - 8:54:48 PM GMT- IP address: 174.218.16.74
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-01-05 - 10:12:15 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-01-06 - 5:28:24 PM GMT - Time Source: server- IP address: 98.97.114.104
-  Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2026-01-06 - 5:28:34 PM GMT
-  Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2026-01-07 - 4:00:46 AM GMT- IP address: 129.222.129.192
-  Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2026-01-07 - 4:03:18 AM GMT - Time Source: server- IP address: 129.222.129.192
-  Agreement completed.
2026-01-07 - 4:03:18 AM GMT