

The Purchasing Memo **Date: May 16, 2025**

To: Mark Scott, City Manager

From: Sebastian Gallegos, Project Administrator

Via: James Garduno, Project Manager

Subject: Santa Fe Regional Airport Crash Phone, Amendment No. 1

Vendor Name: Kova Corp.

Munis Vendor Number: 10723

ITEM AND ISSUE:

The Santa Fe Regional Airport respectfully requests your review and approval of Amendment #1 to Contract # 3250107 with Kova Corp. for emergency crash phone system. Amendment #1 to change the wording in Article 3 Paragraph A to state:

The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of compensation not to exceed one hundred seventy-five thousand two hundred thirteen dollars and eighteen cents (\$175,213.18), excluding gross receipts tax. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed one hundred seventy-five thousand two hundred thirteen dollars and eighteen cents (\$175,213.18).

CONTRACT NUMBER:

The FY25 Munis contract number is 3250107

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport's crash phone system is designed for Air Traffic Control Tower (ATCT) to notify an emergency response from Santa Fe Fire Department's (SFFD) Aircraft Rescue and Fire Fighting (ARFF) station, and the Regional Emergency Communications Center (RECC). This system was identified to have issues and failures in its functionality, it drops calls and has a bad connection, there were times during our testing where the ARFF station did not receive the alert/notification tone in the station. This is a safety concern for response time, FAA requires a minimum of four-minute response to and call.

This contract will cover the installation of a new digital Crash Phone System. The KOVA Emergency Alert System (KEANS) will auto initiate the response of the SFFD's ARFF Team, alongside notifying the RECC, and the Santa Fe Regional Airport team. This system will record the emergency information, translate it into text, and relay it to all the entities mentioned above via text messages and displays on multiple types of devices.

CoSF Version 6 1.14.2025

PRIOR APPROVALS AND SUPPORTING INFORMATION:

| FUNDING SOURCE: | | |
|--|--|--|
| Fund Name/Number: Airport/ | 545 | |
| Munis Org Name/Number: Ai | rport Operating Funds/5456050 | |
| Munis Object Name/Number: | Data Processing Equip/570800 E | 05/20/2025 |
| Budget Officer / Designee: 17th | dy Hopkins | Date: |
| Budget Officer Comment/Exc | eptions: | |
| PROCUREMENT METHOD: | | |
| The procurement method used | d was NMSA 1978, Section 13-1-13: | 5, Coop |
| This work is being procured via Procurement Officer (CPO) / | GSA Contract# GS-35F-011BA wh Designee: John Lovato Montaño | ich expires on October 14, 2028. Chief <u>Date</u> : 06/0 3/2025 |
| CPO Comment/Exceptions: _ | | |
| ASSOCIATED APPROVALS: | | |
| IT Components included? ⊠ | | |
| Approval: Eric Candelaria (May 30, 2025 17:19 MDT) | _{Title:} Director, IT | _{Date:} _05/30/2025 |
| | | |
| Vehicles included? ☐ Yes ▷ | ☑ No | |
| Approval: | Title: | Date: |
| Comment/Exceptions: | | |
| | s, Furniture, and/or Fixtures includ | |
| Approval: JOHN BURNETT (May 30, 2025 15-41 MDT) | Title: Facilities Management Division Di | Date: 05/30/2025 |
| Comment/Exceptions: | | |
| Is this an externally funded pu | ırchase? □ Yes ☒ No | |
| If yes, what is the issuing agen | ncy: | |
| Approval: | Title: | Date: |
| Comment/Exceptions: | | |
| Is this a Capital Asset or Proje | ect? ⊠ Yes □ No | |
| Project Ledger Number: AIR2 | 245410 | |

| Approval: | Title: Controller | Date: 06/04/2025 |
|---------------------|-------------------|------------------|
| Comment/Exceptions: | | |

ATTACHMENTS:

Horizons declination

CPO Service Determination Email

Department approval email from ITT

Procurement document: GSA Master Agreement

Vendor's Quote

Certificate of Liability Insurance (COI)

Professional Services Contract

Original contract packet

CITY OF SANTA FE AMENDMENT No. 1 TO Professional Services Contract ITEM# 25-0152

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated April 10, 2025 (the "Contract"), between the City of Santa Fe (the "City") and KOVA Corp. (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 the programming and licensing of

a new crash phone system at the Santa Fe Regional Airport.

B. Pursuant to Article 14 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. COMPENSATION.

Article 3, paragraph A of the Contract is amended so that Article 3, paragraph A, reads in its entirety as

follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of

compensation not to exceed one hundred seventy-five thousand two hundred thirteen dollars and eighteen cents

(\$175,213.18), excluding gross receipts tax. The total amount payable to the Contractor under this Agreement,

excluding gross receipts tax and expenses, shall not exceed one hundred seventy-five thousand two hundred

thirteen dollars and eighteen cents (\$175,213.18).

CoSF Version 4 12.20.2023

2. <u>CONTRACT IN FULL FORCE.</u>

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. 1 to the Contract as of the dates set forth below.

| CITY OF SANTA FE: MARK SCOTT, CITY MANAGER DATE: 05/30/2025 | CONTRACTOR: KOVA Corp. Christopher S Silva (May 14, 2025 21:36 EDT) PRISCILLA CREAMER, DIRECTOR OF SALES DATE: 05/14/2025 NMBTIN# |
|--|---|
| ATTEST: | |
| ANDREA SALAZAR Jun 6 2025 17:12 MDT) CITY CLERK WW | |
| CITY ATTORNEY'S OFFICE: | |
| Kevin L. Nault Kevin L. Nault (May 15, 2025 09:57 EDT) ASSISTANT CITY ATTORNEY | |
| APPROVED FOR FINANCES: | |
| Mily K. Oster | |
| FINANCE DIRECTOR | |

GALLEGOS, SEBASTIAN F.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>

Sent: Wednesday, July 17, 2024 8:39 AM

To: GALLEGOS, SEBASTIAN F. **Cc:** GARDUNO, JAMES D.

Subject: Re: First Right or Refusal Inquiry

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman Executive Director

Horizons of New Mexico

6121 Indian School Rd. NE, Suite 102 Albuquerque, NM 87110

office phone: (505) 345-1540

email: mloehman@horizonsofnewmexico.org

web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jul 17, 2024 at 8:32 AM GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov> wrote:

I would like to offer for the first right refusal, please let me know.

GSA BASE SOLUTION QUOTED AS PER CURRENT GSA SCHEDULE:

| Qty | Item Code | Item Description | GSA List Price (Per Unit) | GSA List Price (Extended) | GSA Discoun Price (Per Unit |
|-----|--------------------------------------|--|------------------------------|------------------------------|--------------------------------|
| 1 | KOVA-EANS- SYSTEM-LGA-DEV- 142 | Emergency Alert Notification System with interconnections for up to 142 devices | \$399,748.00 | \$399,748.00 | \$95,822.79 |
| | | TAL INVESTMENT INCLUDING DELIVERY, MOTE SUPPORT AND PARTS WARRANTY COMPO | | \$399,748.00 | |

*BELOW IS THE ITEMIZED SOLUTION COMPONENTS FOR BUNDLED SOLUTION ABOVE

| Qty | Item Code | Item Description | Location / Function | |
|-----|--------------------------------|--|--|--|
| 2 | KOVA-IF-KEANS-PHN | KEANS Full IP Desk Phone | (1) Tower (1) Dispatch: Red Executive Series Emergency Ha (Hot Buttons can be programmed for pre-defined alert notifical | |
| 1 | KOVA-IF-KEANS-TABLET | KEANS Tablet interface | Airport Operations Manager: All-In-One Tablet with Stand for Event Monitoring | |
| 1 | KOVA-IF-KEANS- TABLET-STAND | KEANS tablet interface Stand | | |
| 1 | KOVA-IF-KEANS-PAGE-A | KEANS Paging adapter | PA adapter for existing speakers | |
| 1 | KOVA-IF-KEANS-ROIP- GW | KEANS ROIP adapter | | |
| 1 | KOVA-IF-KEANS-ROIP- GW-PWR | KEANS ROIP adapter Power Supply | Airport Police: Radio over IP adapter and cabling for integrati System | |
| 1 | KOVA-IF-KEANS-ROIP- GW-CBL | KEANS ROIP adapter cable | | |
| 2 | KOVA-IF-KEANS-CC-G | KEANS IP controlled Contact Closure | ARFF Third Party System Activations: (1) Contact Closure Integration to Trigger Opening of Bay Do (1) Contact Closure Integration to Trigger the lights | |
| 10 | KOVA-IF-KEANS-SPR- STROBE | KEANS Combo Siren & Strobe | Various Locations | |
| 1 | KOVA-SVR-KEANS | Server for KEANS solution (Primary) | Core Infrastructure: Primary Application and Data Server | |
| 1 | KOVA-SVR-KEANS | Server for KEANS solution (Backup) | Core Infrastructure: Backup Application and Data Server | |
| 1 | KOVA-KEANS-NON-LCL | KEANS Deployment Assistance | System Wide: Delivery, Installation, Training, and 1st Yea based support. Price does not include any networking, wi connectivity | |
| 1 | KOVA-IF-TEXT-CELL- SMS | KEANS Text to Cell message (Per Year) | Standard text alerts to be sent to cell phones and Motorola 80 to provide a donor radio) | |
| | TOTAL INVESTMENT: | \$95,822,79 | and the second s | |

Thank you,

Sebastian Gallegos

Project Administrator

Santa Fe Regional Airport

121 Aviation Dr. Santa Fe, NM 87507

GALLEGOS, SEBASTIAN F.

From: DUTTON-LEYDA, TRAVIS K.

Sent: Wednesday, July 24, 2024 10:17 AM **To:** GALLEGOS, SEBASTIAN F.; Purchasing DET

Cc: GARDUNO, JAMES D. **Subject:** RE: Determination Request

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (<u>mloehman@horizonsofnewmexico.org</u>) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
 - IT components ereview@santafenm.gov
 - Vehicles dmjaramillo@santafenm.gov
 - Grants mtbonifer@santafenm.gov; cmthompson@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment <u>isburnett@santafenm.gov</u>
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.

- https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
- https://naspovaluepoint.org/categories/
- https://www.omniapartners.com/publicsector/contracts
- o https://www.buyboard.com/home.aspx
- o https://www.h-gac.com/Home
- o https://www.gsaelibrary.gsa.gov/
- https://www.sourcewell-mn.gov/contract-search
- Submit or send your request to the appropriate MS Teams channel or email address:
 - o RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.ta https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.ta https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.ta https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.ta
 - ITBs requests to
 https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.ta
 cv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d 0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
 - o Determination requests to <u>purchasing det@santafenm.gov</u>
 - o And all other requests to <u>purchasing@santafenm.gov</u>

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda Chief Procurement Officer City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501 505-629-8351 tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance 1



Vision without action is merely a dream. Action without vision passes the time. Vision with action can change the world. ~ Joel A. Barker

From: GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov>

Sent: Wednesday, July 17, 2024 8:47 AM

To: Purchasing DET <purchasing det@santafenm.gov>

Cc: GARDUNO, JAMES D. <jdgarduno@santafenm.gov>

Subject: RE: Determination Request

My apologies I forgot the GSA Number - GS-35F-011BA

Thank you,
Sebastian Gallegos
Project Administrator
Santa Fe Regional Airport
121 Aviation Dr. Santa Fe, NM 87507
sfgallegos@santafenm.gov
Cell 505-695-3538
Office



From: GALLEGOS, SEBASTIAN F.

Sent: Wednesday, July 17, 2024 8:37 AM

To: Purchasing DET < <u>purchasing det@santafenm.gov</u>> **Cc:** GARDUNO, JAMES D. < <u>idgarduno@santafenm.gov</u>>

Subject: Determination Request

Good afternoon,

I would like to request a determination for the addition of KEANS SYSTEM (KOVA Emergency Alert Notification System) for the Santa Fe Regional Airport, the scope of work is described below:

GSA BASE SOLUTION QUOTED AS PER CURRENT GSA SCHEDULE:

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| 1 | KOVA-IF-KEANS- TABLET-STAND | KEANS tablet interface Stand | |
| 1 | KOVA-IF-KEANS-PAGE-A | KEANS Paging adapter | PA adapter for existing speakers |
| 1 | KOVA-IF-KEANS-ROIP- GW | KEANS ROIP adapter | |
| 1 | KOVA-IF-KEANS-ROIP- GW-PWR | KEANS ROIP adapter Power Supply | Airport Police: Radio over IP adapter and cabling for integration System |
| 1 | KOVA-IF-KEANS-ROIP- GW-CBL | KEANS ROIP adapter cable | |
| 2 | KOVA-IF-KEANS-CC-G | KEANS IP controlled Contact Closure | ARFF Third Party System Activations: (1) Contact Closure Integration to Trigger Opening of Bay Door (1) Contact Closure Integration to Trigger the lights |
| 10 | KOVA-IF-KEANS-SPR- STROBE | KEANS Combo Siren & Strobe | Various Locations |
| 1 | KOVA-SVR-KEANS | Server for KEANS solution (Primary) | Core Infrastructure: Primary Application and Data Server |
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| 1 | KOVA-KEANS-NON-LCL | KEANS Deployment Assistance | System Wide: Delivery, Installation, Training, and 1st Year Wal based support. Price does not include any networking, wiring, r connectivity |
| 4 | KOVA-IF-TEXT-CELL- SMS | KEANS Text to Cell message (Per Year) | Standard text alerts to be sent to cell phones and Motorola 800 to provide a donor radio) |
| | TOTAL INVESTMENT: | \$95,822.79 | |

Thank you,
Sebastian Gallegos
Project Administrator
Santa Fe Regional Airport
121 Aviation Dr. Santa Fe, NM 87507
sfgallegos@santafenm.gov
Cell 505-695-3538
Office

GALLEGOS, SEBASTIAN F.

From: WORSTELL, LARRY F

Sent: Thursday, March 20, 2025 2:55 PM

To: GALLEGOS, SEBASTIAN F.

Cc: GARDUNO, JAMES D.; **I**TT E-Review

Subject: RE: CAB form for ITT approval of system changes

Sebastian,

You are approved to move ahead with this project and purchase of Kean Crash phone system.

Thaks for our presentation.

Larry

Lawrence Worstell

ISD Manager, Information Technology & Telecommunications Mouton Hall, Midtown Phone 505-955-5580 Ifworstell@santafenm.gov



From: GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov>

Sent: Friday, March 14, 2025 2:09 PM

To: WORSTELL, LARRY F < Ifworstell@santafenm.gov> **Subject:** RE: CAB form for ITT approval of system changes

Larry,

Here is that CAB form we filled in, thank you again for your help and Guidance.

Thank you,
Sebastian Gallegos
Project Administrator
Santa Fe Regional Airport
121 Aviation Dr. Santa Fe, NM 87507
sfgallegos@santafenm.gov
Cell 505-695-3538
Office



From: WORSTELL, LARRY F < lfworstell@santafenm.gov>

Sent: Wednesday, March 12, 2025 2:59 PM

To: GALLEGOS, SEBASTIAN F. < subject: RE: CAB form for ITT approval of system changes

Sebastian,

I am in meetings until 4 pm. Can we talk then?

Larry

Lawrence Worstell

ISD Manager, Information Technology & Telecommunications Mouton Hall, Midtown Phone 505-955-5580 Ifworstell@santafenm.gov



From: GALLEGOS, SEBASTIAN F. < sfgallegos@santafenm.gov>

Sent: Tuesday, March 11, 2025 3:16 PM

To: WORSTELL, LARRY F < lfworstell@santafenm.gov> **Subject:** RE: CAB form for ITT approval of system changes

Tomorrow pm works perfect! Apologies for the missed call.

Thank you,
Sebastian Gallegos
Project Administrator
Santa Fe Regional Airport
121 Aviation Dr. Santa Fe, NM 87507
sfgallegos@santafenm.gov
Cell 505-695-3538
Office



From: WORSTELL, LARRY F < lfworstell@santafenm.gov>

Sent: Tuesday, March 11, 2025 3:14 PM

To: GALLEGOS, SEBASTIAN F. < subject: CAB form for ITT approval of system changes

Sebastian,'

We can set up a meeting tomorrow PM or Thursday AM to discuss the CAB form and review process.

Let me know what times work for you.

Larry

Lawrence Worstell

ISD Manager, Information Technology & Telecommunications Mouton Hall, Midtown Phone 505-955-5580 Ifworstell@santafenm.gov



| 15B. CONTRACTOR/OFFEROR DocuSigned by: 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA DocuSigned by: 10/3/2023 16C. DATE SIGNED | DocuSign Envelope ID: 748F6274-0A23-4EB4-E | | | 1. CONTRACT ID CO | | PAGES |
|--|---|---|---|---|--|-----------|
| 8. ISSUED BY 8. ISSUED BY CODE 7. ADMINISTERED BY (Indian whan items 6) SENDATED SERVICES Administration OPPTICE OF IT SCIEDULE PROGRAMS 18. CAUSEMAY ST 18. DO P ST. INM WASHINGTON DC 23405 NAME AND ADDRESS OF CONTRACTOR (Number, smeet, county, State and 2IP Cross) KOVA, CORP. 10. 2 B BAY AVE STB I, 10. 4 MADINISTRATION OF CONTRACTOR (Number, smeet, county, State and 2IP Cross) MANAHAMKIN, NJ 080503175 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION IN THE above numbered solicitation is amended as set both in item 14. The hour and date specified for receipt of Offers 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set both in item 14. The hour and date specified for receipt of Offers 12. ACCOUNTING AND APPROPRIATIONS 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTIS/ORDERN CONTRACTIONS 14. ACCOUNTING AND APPROPRIATION DATA (If require) 15. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTIS/ORDERS. 16. ACCOUNTING AND APPROPRIATION DATA (If require) 17. ACCOUNTING AND APPROPRIATION DATA (If require) 18. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTIS/ORDERS. 19. THIS ITEM APPLIES THE CONTRACTIONDER NUMBER AS DESCRIBED IN ITEM 14. 19. THIS ITEM APPLIES THE CONTRACTIONDER NUMBER AS DESCRIBED IN ITEM 14. 19. THIS ITEM APPLIES THE CONTRACTIONDER NUMBER AS DESCRIBED IN ITEM 14. 19. THIS ITEM APPLIES THE CONTRACTIONDER NUMBER AS DESCRIBED IN ITEM 14. 19. THIS ITEM APPLIES THE CONTRACTIONDER NUMBER AS DESCRIBED IN ITEM 14. 19. THE ABOVE NUMBERS ISSUED PURSUANT TO REPORT THE APPLIES ONLY TO AUTHORITY OF See black 12 Number of electronic contractions and authority. 19. THE ABOVE NUMBERS AS THE THIS IN ITEM 15. PURSUANT TO AUTHORITY OF See black 12 Number of the CONTRACT ORDER IN MODIFICATION OF AN AUTHORY OF See black 12 Number of the CONTRACT ORDER IN MODIFICATION OF AN AUTHORY OF SEED TO THE IN ITEM 15. 19. THIS INFERIOR OF | | | | | | |
| General Services Administration OPETICE OF IT SCHEDULE PROGRAMS 10 CAUSERAY ST POSTON MA 02222 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and 2P Code) XOVA CORP. 10.2 E BAY AVE STE J NAMINAMANKIN, NJ 080503175 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION NUMBER SS-355-01128 10. DATED /SEE/TEM 19 OCT 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 10. DATED /SEE/TEM 19 OCT 15, 2013 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 12. A COURT OF SAME SAME SAME SAME SAME SAME SAME SAME | | | | E REQUISITION NUMBER | | olicable) |
| OPETICS OF IT SCHEDULE PROGRAMS 10 CAUSENAY ST BOSTON MA 02222 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) 8. DATE (SEE ITEM 17) 100. MODIFICATION OF CONTRACTOR DEPRIMENT 101. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. This ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. This ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. This ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. This ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. This ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTOR ERS. 11. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS (ORDERS.) 12. ACCOUNTING AND APPROPRIATION DATA (If required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS (ORDERS.) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS (ORDERS.) 14. THIS ADDRESS THE CONTRACTORDER IS MODIFIED TO REPLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office. 15. A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify applications) TO THE ADMINISTRATIVE CHANGES (such as changes in paying office. 16. D. OTHER (Specify type of modification and authority) 17. DESCRIPTION OF AMENDMENT MODIFICATION (Organized by OCF section Assertings. Introduced and for the replaced or in the paying office.) 18. D. OTHER (Specify type of modification and authority) 19. D. OTHER (Specify type of modification or the document referenced contract, awarded under TSS Multiple Award Schedule (MAS) Large Category, Information Technology, is hereby modified as follows: 19. DESCRIPTION OF AMENDMENT MODIFICATION (Organized by OCF section Assertings. Incomportated | 6. ISSUED BY CO | ODE | 7. ADMINISTERED BY | (If other than Item 6) | CODE | |
| SET BY ADDRESS AND STEE J SET BY AND STEE | OFFICE OF IT SCHEDULE PROG 1800 F ST. NW | RAMS | 10 CAUSEWA | AY ST | | |
| SR. DATE (SEE ITEM 15) | 8. NAME AND ADDRESS OF CONTRACTOR (Numb | per, street, county, State and ZIF | P Code) | (X) 9A. AMENDME | NT OF SOLICITATION NUMBER | ₹ |
| CODE FACILITY CODE 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 12. Accounting terms and solicitation is amended as set forth in time 14. The hour and date specified for recept of Offers is solicitation. It is amendment to the hour and take specified for recept of Offers is solicitation. It is amendment to the hour and take specified in the stillation or as amendment is in the solicitation or as amendment in the solicitation of the solicitation or as amendment in the solicitation of the solicitation or as amendment in an amendment in the solicitation or as amendment in a solicitation or as amendment in an amendment in a solicitation or as | 102 E BAY AVE STE J | | | 9B. DATED (SE | E ITEM 11) | |
| CODE FACILITY CODE GS - 35F-01BA TOS. DATED (SEE ITEM 13) Oct 15, 2013 | MANAHAWKIN, NU 0805031/5 | | | 40A MODIFICA | TION OF CONTRACT/ORDERA | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS 12. ACCOUNTING AND APPROPRIATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFERS. If by virtue of this amendment on each copy of the offer submitted: or (8) By commoderate the or selectroic communication within inclodes a reference to the solicitation and amendment mumbers. FALLE ELECTROM OF YOUR OFFERS. If by virtue of this amendment you desire to bange an offer already submitted and amendment mumbers. FALLE ELECTROM OF YOUR OFFERS. If by virtue of this amendment you desire to bange an offer already submitted, such change may be made by letter or electronic communication. Provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (if required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14. CHECK ONE A THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 19A. C. THE SUPPLEMENTAL ARREMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF FAR 43. 103(b). C. THES SUPPLEMENTAL ARREMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43. 103(b). C. THE SUPPLEMENTAL ARREMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43. 103(b). The above referenced contract, awarded under FSS Multiple Award Schedule (MAS) Large Category, Information Technology, is hereby modified as follows: A. The following Price Proposal Template is hereby incorporated into the contract: KOVA Mod PS-0019 Terms and Conditions 2023-09.12. XISX Continue next page. Except as provided herein, all terms and conditions of the document referenced in lien Not o | | | | <u> </u> | | IOMBER |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in form 14. The hour and date specified for receipt of Offers is extended. Is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified for receipt of Offers is extended. Is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified for receipt of Offers is extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified for receipt of Offers upon the College of the amendment of the solicitation or as amended, by one of the following methods: (a) by completing thems 8 and 15, and enturining copies of the mendment of 19 by acknowledging receipt of this amendment on each copy of the offer submitted: or (c) by separate letter or electronic communication with the contract of the selectronic communication with the College of | | | | 10B. DATED (SE | EE ITEM 13) | |
| The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers | | | | | , 2013 | |
| Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning | 11. THIS | SITEM ONLY APPLIES | TO AMENDMENTS OF S | OLICITATIONS | | |
| appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). X | RECEIVED AT THE PLACE DESIGNATED FOR THE by virtue of this amendment you desire to change and communication makes reference to the solicitation and 12. ACCOUNTING AND APPROPRIATION DATA (Iff 13. THIS ITE IT MODIFIE CHECK ONE A. THIS CHANGE ORDER IS ISSUE | RECEIPT OF OFFERS PRIOR offer already submitted, such charled this amendment, and is received required. EM APPLIES ONLY TO RESIDENT CONTRACT/ORIES | TO THE HOUR AND DATE SPE ange may be made by letter or ele- red prior to the opening hour and MODIFICATIONS OF COI DER NUMBER AS DESC | CIFIED MAY RESULT IN extronic communication, and the specified. NTRACTS/ORDER RIBED IN ITEM 14 | N REJECTION OF YOUR OFFEF provided each letter or electronic S. | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Block 13 Notes D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is not is not is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above referenced contract, awarded under FSS Multiple Award Schedule (MAS) Large Category, Information Technology, is hereby modified as follows: A. The following Price Proposal Template is hereby incorporated into the contract: KOVA Mod PS-0019 Terms and Conditions 2023-09.12.xlsx Continue next page Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15B. CONTRACTOROFFEROR Docustigned by: 10/3/2023 10/3/2023 10/3/2023 | | | | | changes in paying office, | |
| E. IMPORTANT: Contractor is not is not is required to sign this document and return copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above referenced contract, awarded under FSS Multiple Award Schedule (MAS) Large Category, Information Technology, is hereby modified as follows: A. The following Price Proposal Template is hereby incorporated into the contract: KOVA Mod PS-0019 Terms and Conditions 2023-09.12.xlsx Continue next page Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16B. CONTRACTING OFFICER (Type or print) 16B. UNITED STATES OF AMERICA Docusigned by: 10/3/2023 10/3/2023 10/3/2023 | | · · · · · · · · · · · · · · · · · · · | | | | |
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| The above referenced contract, awarded under FSS Multiple Award Schedule (MAS) Large Category, Information Technology, is hereby modified as follows: A. The following Price Proposal Template is hereby incorporated into the contract: KOVA Mod PS-0019 Terms and Conditions 2023-09.12.xlsx Continue next page Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15B. CONTRACTOR/OFFEROR 16C. DATE SIGNED 16C. DATE SIGNED 10/3/2023 10/3/2023 | E. IMPORTANT: Contractor is not | X is required to sign the | his document and return | copie | es to the issuing office. | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 10/3/2023 10/3/2023 10/3/2023 | The above referenced cont Category, Information Tec A. The following Price I KOVA Mod PS-0019 Terms ar | cract, awarded un chnology, is here Proposal Template nd Conditions 202 | nder FSS Multiple by modified as for e is hereby incorp 23-09.12.xlsx ntinue next page. | Award Schedu llows: orated into t | le (MAS) Large the contract: | |
| Peggy E. Drumgoole 15B. CONTRACTOR/OFFEROR Docusigned by: 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA Docusigned by: 10/3/2023 16C. DATE SIGNED 10/3/2023 10/3/2023 | · | tne document referenced in Item | T | <u> </u> | | |
| 15B. CONTRACTOR/OFFEROR DocuSigned by: 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA DocuSigned by: 10/3/2023 16C. DATE SIGNED | | | _ | | Cope of pinny | |
| DocuSigned by: 10/3/2023 | | 15C DATE SIGNED | | | 16C DATE SIGNED | |
| —5808952AD6B9430 — 4DF076B556B9461 | —DocuSigned by: | | DocuSigned by: | , | | • |
| | 5808952AD6B9430 (Signature of person authorized to sign) | | 4DF076B556B9461 | | | |

(Signature of person authorized to sign)



PROPOSAL#24-0926A

SUBMITTED TO:

Santa Fe Regional Airport



Allan Mantle, C.M., ACE Airport Operations Manager

121 Aviation Drive Santa Fe, NM 87507 Office: 505-955-2903 Cell: 505-470-8740 apmantle@santafenm.gov

Contact Information:

KOVA, Corp.
102 East Bay Avenue, Suite J,
Manahawkin, NJ 08050
Priscilla Creamer, Director of Sales
609-597-1498 x 215
PCreamer@kovacorp.com

March 27, 2025

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| SECTION 3 System Cost Proposal | Page 5 |
| SECTION 4 Annual Extended Warranty & Support. | Page 6 |

Section 1: Overview

KOVA Emergency Alert Notification System (KEANS) is tailored to fulfill your emergency notification system needs and is robust and customizable for individual airport operations. The system proposed for Santa Fe Regional Airport includes redundancy and modular design, affording your personnel with the latest digital technology that is extremely flexible and functional, built around standard operating procedures. The system can grow with your facility and will continue to provide unprecedented freedom of expandability moving forward. We have based this budgetary pricing upon the scope of work provided to KOVA, Corp.

CUSTOMER RESPONSIBILITIES

All transport wiring (Ethernet or fiber) between the core system and any endpoints (including PoE+ switches, UPS, etc.,) will be the responsibility of the Airport. Terminations for each end point will be CAT6 or better RJ-45 male or female, depending on the type of endpoint. It is recommended cable or any receptacles are red in color to distinguish them as dedicated outlets for the Emergency Alert System. Any Ethernet to fiber conversions in the transport path between the server and the endpoints are the responsibility of the customer. On the core side, each endpoint, modem or PoE+ switch endpoint should be terminated on an RJ-45 modular (male) connector within the rack or cabinet which will house the Emergency Alert system servers. System Endpoints shall be mounted by the customer in advance of system deployment.

KOVA RESPONSIBILITIES

KOVA will provide the design, labor, materials listed in the proposed items below, implementation, testing, training, documentation, maintenance and remote based support for a one-year period as required to provision the system and enable the end- users. KOVA will also provide on-going consultation with technical personnel to ensure the system is operating at optimum levels within the customer environment. If required, KOVA will interfacewith customer 3rd party vendors to pursue integration into other systems. Such integrations may carry additional cost based upon complexity and development required. KOVA will keep the customer personnel abreast about any information related to new and updated features as they are released.

- -

Section 2: System Design & Operation

KOVA is providing the following endpoint configurations, based upon the specific location and the equipment where deployment will occur and is based on KOVA's End User License Agreement:

| Qty | Item Code | Item Description |
|-----|---|--|
| 4 | KOVA-IF-KEANS-PHN | KEANS Full IP Desk Phone |
| 1 | KOVA-IF-KEANS-TABLET | KEANS Tablet interface |
| 1 | KOVA-IF-KEANS-TABLET-STAND | KEANS Tablet interface Stand |
| 1 | KOVA-IF-KEANS-FIRST- ARRIVING | KEANS Integration to First Arriving |
| 1 | KOVA-IF-KEANS-PAGE-A | KEANS Paging adapter |
| 2 | KOVA-IF-KEANS-PAGE-F | KEANS FXO/FXS adapter |
| 1 | KOVA-IF-KEANS-ROIP-GW | KEANS ROIP adapter |
| 1 | KOVA-IF-KEANS-ROIP-GW-PWR | KEANS ROIP adapter Power Supply |
| 1 | KOVA-IF-KEANS-ROIP-GW-CBL | KEANS ROIP adapter cable |
| 2 | KOVA-IF-KEANS-CC-G | KEANS IP controlled Contact Closure |
| 1 | KOVA-SVR-KEANS | Server for KEANS solution (Primary) |
| 1 | KOVA-SVR-KEANS | Server for KEANS solution (Backup) |
| 1 | KOVA-SVR-STT-SRV | KOVA Speech to Text Server (includes base license and hardware platform) |
| 1 | KOVA-DATA-LVL2 | Data Level 2 Integration Add-On (For Parsing out of Key Data from Speech To Text Analytics) |
| 33 | KOVA-IF-KEANS-APP-LIC | KEANS AppLicense (per device, per year) |
| 1 | KOVA-IF-KEANS-TABLET-ALL-IN- ONE | KEANS IP All-In-One Display with HDMI output for Customer to utilize in order to send Speech To Text information to Displays |
| 1 | KOVA- DISPLAY-MNT-50 | 50" displays and mounts |
| 1 | KOVA-KEANS-NON-LCL | KEANS Deployment Assistance |
| 1 | KOVA-MAINTENANCE-GOLD- PLAN-GOVT-EXTENDED-SINGLE | Year 2 Extended Warranty with 24x7 remote support with next day depot on replacement parts of the base system |

--END OF SECTION 2--

Section 3: System Cost Proposal as Per GSA Contract:

GSA Contract #: GS-35F-011BA Valid Thru: 10/14/2025

Contractor: KOVA, CORP.Address: 102 E BAY AVE STE J MANAHAWKIN, NJ 08050-3175

Phone: 800-204-5200 Web Address: http://www.kovacorp.com

DUNS: 150373426 FEIN: 22-3564190 NAICS: 334290

CLICK HERE TO ACCESS KOVA CORP.'S ONLINE GSA CONTRACT

GSA BASE SOLUTION QUOTED AS PER CURRENT GSA SCHEDULE:

| Qty | Item Code | Item Description | GSA List Price (Per Unit) | GSA List Price (Extended) | GSA Discount Price (Per Unit) | GSA Discount Price (Extended) |
|-----|---|---|------------------------------|------------------------------|----------------------------------|----------------------------------|
| 1 | KOVA-EANS- SYSTEM-LGA-DEV- 142 | Emergency Alert Notification System with interconnections for up to 142 devices | \$399,748.00 | \$399,748.00 | \$175,213.18 | \$175,213.18 |
| 4 | *TOTAL INVESTMENT INCLUDING DELIVERY, INSTALLATION, AND 1ST YEAR REMOTE SUPPORT AND PARTS WARRANTY (SEE ITEMIZED COMPONENTS BELOW): | | | | | \$175,213.18 |

*BELOW IS THE ITEMIZED SOLUTION COMPONENTS FOR BUNDLED SOLUTION ABOVE:

| Qty | Item Code | Item Description | Location / Function |
|-----|---|---|--|
| 4 | KOVA-IF-KEANS-PHN | KEANS Full IP Desk Phone | (1) Tower (1) ARFF (1) Allan's Office (1) Common Area: Red Executive Series Emergency Handset for Alert Initiation (Hot Buttons can be programmed for pre- defined alert notification scenarios) |
| 1 | KOVA-IF-KEANS-TABLET | KEANS Tablet interface | Airport Operations Manager: All-In-One Tablet with Stand for Alert Notification and Event Monitoring |
| 1 | KOVA-IF-KEANS-TABLET- STAND | KEANS tablet interface Stand | |
| 1 | KOVA-IF-KEANS-F I RST- ARR I V I NG | KEANS Integration to First Arriving | We will pass information and trigger an alert with your platform |
| 1 | KOVA-IF-KEANS-PAGE-A | KEANS Paging adapter | PA adapter for existing speakers |
| 2 | KOVA-IF-KEANS-PAGE-F | KEANS FXO/FXS adapter | (2) County dispatch |
| 1 | KOVA-IF-KEANS-ROIP-GW | KEANS ROIP adapter | |
| 1 | KOVA-IF-KEANS-RO I P-GW- PWR | KEANS ROIP adapter Power Supply | Airport Police: Radio over IP adapter and cabling for integration to Harris Radio System |
| 1 | KOVA-IF-KEANS-ROIP-GW- CBL | KEANS ROIP adapter cable | |
| 2 | KOVA-IF-KEANS-CC-G | KEANS IP controlled Contact Closure | ARFF Third Party System Activations: (1) Contact Closure Integration to Trigger Opening of Bay Doors (1) Contact Closure Integration to Trigger the lights |
| 1 | KOVA-SVR-KEANS | Server for KEANS solution (Primary) | Core Infrastructure: Primary Application and Data Server |
| 1 | KOVA-SVR-KEANS | Server for KEANS solution (Backup) | Core Infrastructure: Backup Application and Data Server |
| 1 | KOVA-SVR-STT-SRV | KOVA Speech to Text Server (includes base license and hardware platform) | Santa Fe Airport along with the primary and backup servers |
| 1 | KOVA-DATA-LVL2 | Data Level 2 Integration Add-On (For Parsing out of Key Data from Speech To Text Analytics) | Santa Fe Airport along with the primary and backup servers |
| 33 | KOVA-IF-KEANS-APP-LIC | KEANS AppLicense (per device, per year) | Location: Mobile devices. Function: Yearly activation license per device for KEANS app. Alerts, full transcription, extracted data, the alert audio, and GPS location are pushed to app installed device. Previous 7 alerts viewable as well. |
| 1 | KOVA-IF-KEANS-TABLET- ALL-IN-ONE | KEANS IP All-In-One Display with HDMI output for Customer to utilize in order to send Speech To Text information to Displays | ARFF Station |
| 1 | KOVA- DISPLAY-MNT-50 | 50" displays and mounts | ARFF Station |
| 1 | KOVA-KEANS-NON-LCL | KEANS Deployment Assistance | System Wide: Delivery, Installation, Training, and 1st Year Warranty with remote based support. Price does not include any networking, wiring, network transport, or connectivity |
| 1 | KOVA-MAINTENANCE- GOLD-PLAN-GOVT- EXTENDED-SINGLE | Year 2 Extended Warranty with 24x7 remote support with next day depot on replacement parts of the base system quoted with a purchase price of \$35,042.64 | |
| | TOTAL INVESTMENT: | \$210,255.82 | |

*PAYMENT TERMS:

50% upon purchase order/bid award 25% upon delivery of goods 25% upon system acceptance

Section 4: Annual Extended Warranty & Support

OPTIONAL EXTENDED WARRANTY AND SERVICE OPTIONS FOR BASE SOLUTION

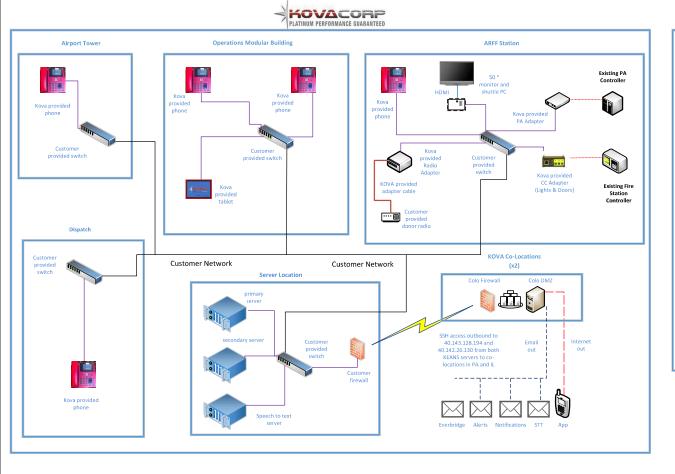
| OPTION 1: SINGLE YEAR TERM EXTENDED WARRANTY CONTRACT (CONTRACT WILL TERMINATE AND CAN BE RENEWED IN ADDITIONAL 1 YEAR TERM INCREMENTS AT RATES BELOW) | | | | | |
|--|--|-------------|-------------|--|--|
| GSA Final GSA Item Code GSA Description GSA Catalog Discounte Price Price | | | | | |
| KOVA- MAINTENANCE- GOLD-PLAN- GOVT- EXTENDED- SINGLE | Year 2 Extended Warranty with 24x7 remote support with next day depot on replacement parts of the base system quoted with a purchase price of \$175,213.18 | \$99,937.00 | \$35,042.64 | | |

*OPTION 2: THREE YEAR EXTENDED WARRANTY CONTRACT (EXTENDED WARRANTY CONTRACT WILL TERMINATE AFTER 36 MONTHS, WITH PAYMENTS TO BE MADE IN ANNUAL INSTALLMENTS AT THE START OF EACH WARRANTY YEAR). GSA Final

| GSA Item Code | GSA Description | GSA Catalog Price | Final Discounted Price |
|--|--|-------------------------|---|
| KOVA- MAINTENANCE- GOLD-PLAN- GOVT- EXTENDED-3- YR-LOCK | Years 2-4: Extended Warranty with 24x7 remote support with next day depot on replacement parts of the base system quoted with a purchase price of \$175,213.18 | \$99,937.00 | \$33,991.36- *Annually for a 3 year term |

*OPTION 3: FIVE YEAR EXTENDED WARRANTY CONTRACT (EXTENDED WARRANTY CONTRACT WILL TERMINATE AFTER 60 MONTHS, WITH PAYMENTS TO BE MADE IN ANNUAL INSTALLMENTS AT THE START OF EACH WARRANTY YEAR).

| GSA Item Code | GSA Description | GSA Catalog Price | Final Discounted Price | | |
|--|--|-------------------------|--|--|--|
| KOVA- MAINTENANCE- GOLD-PLAN- GOVT- EXTENDED-5- YR-LOCK | Years 2-6: Extended Warranty with 24x7 remote support with next day depot on replacement parts of the base system quoted with a purchase price of \$175,213.18 | \$99,937.00 | \$33,290.50- *Annually for a 5 year term | | |





Sante Fe Airport KEANS Design One February, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | (~)- | | | |
|--------------------------------------|----------------------|--|-----------------------------|--------|
| PRODUCER | | CONTACT Tara Price | | |
| Rettino Insurance Agency, Inc. | | PHONE (A/C, No, Ext): (609) 625-2143 | FAX (A/C, No): (609) 625 | -7926 |
| 315 Rt. 50- P.O.Box 428 | | E-MAIL ADDRESS: tara@rettinoinsurance.com | | |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| Mays Landing NJ 08330 | | INSURERA: OHIO SECURITY INSURANCE CO. | | 24082 |
| INSURED | | INSURER B: CHUBB INSURANCE CO OF NEW J | ERSEY | 41386 |
| KOVA CORPORATION & KOVA PROPERTIES I | LLC | INSURER C: ACE AMERICAN INSURANCE COMP | ANY | 22667 |
| DBA RSID, INC. | | INSURER D: REPUBLIC FRANKLIN INSURANCE | COMPANY | 12475 |
| 102 EAST BAY AVENUE | | INSURER E : | | |
| MANAHAWKIN NJ 08050 | | INSURER F: | | |
| 00/504050 | ATE NUMBER COOK COOK | DEVICION NU | MDED | |

COVERAGES CERTIFICATE NUMBER: 2024–2025 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | | TYPE OF INSURANCE | ADDL | SUBR | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | <u> </u> |
|-------------|--------|---|------|------|-------------|----------------------------|----------------------------|--|---------------|
| A | х | COMMERCIAL GENERAL LIABILITY | INSD | WVD | BKS56098415 | 8/11/2024 | 8/11/2025 | EACH OCCURRENCE | \$ 1,000,000 |
| | | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED | \$ 300,000 |
| | | <u> </u> | х | | | | | MED EXP (Any one person) | \$ 15,000 |
| | | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | GEN | L'LAGGREGATE LIMIT APP <u>LIES</u> PER: | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| C | Х | POLICY PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | х | OTHER: DIRECTORS & OFFICERS | | | 8250-7598 | 11/27/23 | 11/27/24 | PER CLAIM/AGGREGATE | \$ 2,000,000 |
| D | AUT | OMOBILE LIABILITY | | | 5260163 | 5/21/2024 | 5/21/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | Х | ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | | ALL OWNED SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | | HIRED AUTOS NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | | \$ |
| В | Х | UMBRELLA LIAB X OCCUR | | | 9364-9398 | 8/11/2024 | 8/11/2025 | EACH OCCURRENCE | \$ 15,000,000 |
| | | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ 15,000,000 |
| | | DED RETENTION \$ | | | | | | | \$ |
| | | KERS COMPENSATION EMPLOYERS' LIABILITY | | | | | | PER OTH- STATUTE ER | |
| | ANY | PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? | N/A | | | | | E.L. EACH ACCIDENT | \$ |
| | (Mar | idatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | If yes | s, describe under CRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | PRO | PERTY | | | BKS56098415 | 8/11/2024 | 8/11/2025 | BUILDING | \$729,495 |
| c | CYI | BER/PROFESSIONAL LIABILITY | | | D94789916 | 5/20/2024 | 5/20/2025 | PER CLAIM/AGGREGATE | 5MIL/5MIL |
| | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SANTA FE REGIONAL AIRPORT IS NAMED AS AN ADDITIONAL INSURED BUT ONLY WITH RESPECT TO OPERATIONS PERFORMED
BY THE NAMED INSURED THROUGH WRITTEN CONTRACT. ALL POLICY TERMS AND CONDITIONS APPLY.

| CERTIFICATE HOLDER | CANCELLATION |
|--------------------|--------------|
| | |

SANTA FE REGIONAL AIRPORT 121 AVIATION DRIVE SANTA FE, NM 87507 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

N A. Rettino/PRICE

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Item #: 25-0152

Munis Contract #: 3250107

GSA#: <u>GS-35F-011BA</u>

CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **KOVA Corp.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-129 and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

For Scope of Work please see the quote attached as "EXHIBIT A" excluding Section 4: Annual Extended Warranty & Support.

2. Standard of Performance; Licenses

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to [for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.
- B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of compensation not to exceed one hundred seventy-five thousand two hundred thirteen dollars and eighteen cents (\$175,213.018), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$175,213.018) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed (\$175,213.018).

CoSF Version 6 04.11.2024

- B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.
- C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)
- D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.
- E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.
- F. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. <u>Termination</u>

- A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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) 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 6, "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.

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its 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 Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

8. Assignment

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

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

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

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 Article were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract 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 contract.

This Contract is issued against the General Services Agreement, established and maintained by the State of New Mexico, GSA # GS-35F-01BA, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

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

- A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
- B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.
- C. Contractor shall maintain the above insurance for the term of this Contract 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.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. <u>Indemnification</u>

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Sebastian Gallegos, Project Administrator

121 Aviation DR. Santa Fe, NM 87507

505-695-3538

sfgallegos@santafenm.gov

To the Contractor: Priscilla Creamer, KOVA, Corp Director of Sales

102 East bay Avenue, Suit J, Manahawkin, NJ 08050

609-597-1498#215

pcreamer@kovacorp.com

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. 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's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or

damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor 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 Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

| CITY OF SANTA FE: | CONTRACTOR: KOVA Corp |
|--|--|
| MARKSCOTT, CITY MANAGER | Priscilla Creamer Priscilla Creamer (Dec 4, 2024 13:20 EST) PRISCILLA CREAMER, DIRECTOR OF SALES |
| | DATE: Dec 4, 2024 |
| ATTEST: | |
| ANDRÉA SALAZAR, CITY CLERK XIV | |
| CITY ATTORNEY'S OFFICE: | |
| Kevin L. Nault ASSISTANT OF 1448 ATTORNEY | |
| APPROVED FOR FINANCES: | |
| Emily K. Oster | |
| FINANCE DIRECTOR | |





PROPOSAL#24-0926A

SUBMITTED TO:

Santa Fe Regional Airport



Allan Mantle, C.M., ACE Airport Operations Manager

121 Aviation Drive Santa Fe, NM 87507 Office: 505-955-2903 Cell: 505-470-8740 apmantle@santafenm.gov

Contact Information:

KOVA, Corp.
102 East Bay Avenue, Suite J,
Manahawkin, NJ 08050
Priscilla Creamer, Director of Sales
609-597-1498 x 215
PCreamer@kovacorp.com

March 27, 2025

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Section 1: Overview

KOVA Emergency Alert Notification System (KEANS) is tailored to fulfill your emergency notification system needs and is robust and customizable for individual airport operations. The system proposed for Santa Fe Regional Airport includes redundancy and modular design, affording your personnel with the latest digital technology that is extremely flexible and functional, built around standard operating procedures. The system can grow with your facility and will continue to provide unprecedented freedom of expandability moving forward. We have based this budgetary pricing upon the scope of work provided to KOVA, Corp.

CUSTOMER RESPONSIBILITIES

All transport wiring (Ethernet or fiber) between the core system and any endpoints (including PoE+ switches, UPS, etc.,) will be the responsibility of the Airport. Terminations for each end point will be CAT6 or better RJ-45 male or female, depending on the type of endpoint. It is recommended cable or any receptacles are red in color to distinguish them as dedicated outlets for the Emergency Alert System. Any Ethernet to fiber conversions in the transport path between the server and the endpoints are the responsibility of the customer. On the core side, each endpoint, modem or PoE+ switch endpoint should be terminated on an RJ-45 modular (male) connector within the rack or cabinet which will house the Emergency Alert system servers. System Endpoints shall be mounted by the customer in advance of system deployment.

KOVA RESPONSIBILITIES

KOVA will provide the design, labor, materials listed in the proposed items below, implementation, testing, training, documentation, maintenance and remote based support for a one-year period as required to provision the system and enable the end- users. KOVA will also provide on-going consultation with technical personnel to ensure the system is operating at optimum levels within the customer environment. If required, KOVA will interfacewith customer 3rd party vendors to pursue integration into other systems. Such integrations may carry additional cost based upon complexity and development required. KOVA will keep the customer personnel abreast about any information related to new and updated features as they are released.

Section 2: System Design & Operation

KOVA is providing the following endpoint configurations, based upon the specific location and the equipment where deployment will occur and is based on KOVA's End User License Agreement:

| Qty | Item Code | Item Description |
|-----|---|--|
| 4 | KOVA-IF-KEANS-PHN | KEANS Full IP Desk Phone |
| 1 | KOVA-IF-KEANS-TABLET | KEANS Tablet interface |
| 1 | KOVA-IF-KEANS-TABLET-STAND | KEANS Tablet interface Stand |
| 1 | KOVA-IF-KEANS-FİRST- ARRIVING | KEANS Integration to First Arriving |
| 1 | KOVA-IF-KEANS-PAGE-A | KEANS Paging adapter |
| 2 | KOVA-IF-KEANS-PAGE-F | KEANS FXO/FXS adapter |
| 1 | KOVA-IF-KEANS-ROIP-GW | KEANS ROIP adapter |
| 1 | KOVA-IF-KEANS-ROIP-GW-PWR | KEANS ROIP adapter Power Supply |
| 1 | KOVA-IF-KEANS-ROIP-GW-CBL | KEANS ROIP adapter cable |
| 2 | KOVA-IF-KEANS-CC-G | KEANS IP controlled Contact Closure |
| 1 | KOVA-SVR-KEANS | Server for KEANS solution (Primary) |
| 1 | KOVA-SVR-KEANS | Server for KEANS solution (Backup) |
| 1 | KOVA-SVR-STT-SRV | KOVA Speech to Text Server (includes base license and hardware platform) |
| 1 | KOVA-DATA-LVL2 | Data Level 2 Integration Add-On (For Parsing out of Key Data from Speech To Text Analytics) |
| 33 | KOVA-IF-KEANS-APP-LIC | KEANS AppLicense (per device, per year) |
| 1 | KOVA-IF-KEANS-TABLET-ALL-IN- ONE | KEANS IP All-In-One Display with HDMI output for Customer to utilize in order to send Speech To Text information to Displays |
| 1 | KOVA- DISPLAY-MNT-50 | 50" displays and mounts |
| 1 | KOVA-KEANS-NON-LCL | KEANS Deployment Assistance |
| 1 | KOVA-MAINTENANCE-GOLD- PLAN-GOVT-EXTENDED-SINGLE | Year 2 Extended Warranty with 24x7 remote support with next day depot on replacement parts of the base system |

--END OF SECTION 2--

Section 3: System Cost Proposal as Per GSA Contract:

GSA Contract #: GS-35F-011BA Valid Thru: 10/14/2025

Contractor: KOVA, CORP.Address: 102 E BAY AVE STE J MANAHAWKIN, NJ 08050-3175

Phone: 800-204-5200 Web Address: http://www.kovacorp.com

DUNS: 150373426 FEIN: 22-3564190 NAICS: 334290

CLICK HERE TO ACCESS KOVA CORP.'S ONLINE GSA CONTRACT

GSA BASE SOLUTION QUOTED AS PER CURRENT GSA SCHEDULE:

| Qty | Item Code | Item Description | GSA List Price (Per Unit) | GSA List Price (Extended) | GSA Discount Price (Per Unit) | GSA Discount Price (Extended) |
|-----|---|---|------------------------------|------------------------------|----------------------------------|----------------------------------|
| 1 | KOVA-EANS- SYSTEM-LGA-DEV- 142 | Emergency Alert Notification System with interconnections for up to 142 devices | \$399,748.00 | \$399,748.00 | \$175,213.18 | \$175,213.18 |
| AN | *TOTAL INVESTMENT INCLUDING DELIVERY, INSTALLATION, AND 1ST YEAR REMOTE SUPPORT AND PARTS WARRANTY (SEE ITEMIZED COMPONENTS BELOW): | | | | | \$175,213.18 |

*BELOW IS THE ITEMIZED SOLUTION COMPONENTS FOR BUNDLED SOLUTION ABOVE:

| Qtv | Item Code | Item Description | Location / Function |
|-----|---|---|--|
| 4 | KOVA-IF-KEANS-PHN | KEANS Full IP Desk Phone | (1) Tower (1) ARFF (1) Allan's Office (1) Common Area: Red Executive Series Emergency Handset for Alert Initiation (Hot Buttons can be programmed for predefined alert notification scenarios) |
| 1 | KOVA-IF-KEANS-TABLET | KEANS Tablet interface | Airport Operations Manager: All-In-One Tablet with Stand for Alert Notification and Event Monitoring |
| 1 | KOVA-IF-KEANS-TABLET- STAND | KEANS tablet interface Stand | |
| 1 | KOVA-IF-KEANS-FIRST- ARRIVING | KEANS Integration to First Arriving | We will pass information and trigger an alert with your platform |
| 1 | KOVA-IF-KEANS-PAGE-A | KEANS Paging adapter | PA adapter for existing speakers |
| 2 | KOVA-IF-KEANS-PAGE-F | KEANS FXO/FXS adapter | (2) County dispatch |
| 1 | KOVA-IF-KEANS-ROIP-GW | KEANS ROIP adapter | (-) |
| 1 | KOVA-IF-KEANS-ROIP-GW- PWR | KEANS ROIP adapter Power Supply | Airport Police: Radio over IP adapter and cabling for integration to Harris Radio System |
| 1 | KOVA-IF-KEANS-ROIP-GW- CBL | KEANS ROIP adapter cable | |
| 2 | KOVA-IF-KEANS-CC-G | KEANS IP controlled Contact Closure | ARFF Third Party System Activations: (1) Contact Closure Integration to Trigger Opening of Bay Doors (1) Contact Closure Integration to Trigger the lights |
| 1 | KOVA-SVR-KEANS | Server for KEANS solution (Primary) | Core Infrastructure: Primary Application and Data Server |
| 1 | KOVA-SVR-KEANS | Server for KEANS solution (Backup) | Core Infrastructure: Backup Application and Data Server |
| 1 | KOVA-SVR-STT-SRV | KOVA Speech to Text Server (includes base license and hardware platform) | Santa Fe Airport along with the primary and backup servers |
| 1 | KOVA-DATA-LVL2 | Data Level 2 Integration Add-On (For Parsing out of Key Data from Speech To Text Analytics) | Santa Fe Airport along with the primary and backup servers |
| 33 | KOVA-IF-KEANS-APP-LIC | KEANS AppLicense (per device, per year) | Location: Mobile devices. Function: Yearly activation license per device for KEANS app. Alerts, full transcription, extracted data, the alert audio, and GPS location are pushed to app installed device. Previous 7 alerts viewable as well. |
| 1 | KOVA-IF-KEANS-TABLET- ALL-IN-ONE | KEANS IP All-In-One Display with HDMI output for Customer to utilize in order to send Speech To Text information to Displays | ARFF Station |
| 1 | KOVA- DISPLAY-MNT-50 | 50" displays and mounts | ARFF Station |
| 1 | KOVA-KEANS-NON-LCL | KEANS Deployment Assistance | System Wide: Delivery, Installation, Training, and 1st Year Warranty with remote based support. Price does not include any networking, wiring, network transport, or connectivity |
| 1 | KOVA-MAINTENANCE- GOLD-PLAN-GOVT- EXTENDED-SINGLE | Year 2 Extended Warranty with 24x7 remote support with next day depot on replacement parts of the base system quoted with a purchase price of \$35,042.64 | |
| | TOTAL INVESTMENT: | \$210,255.82 | |

*PAYMENT TERMS:

50% upon purchase order/bid award 25% upon delivery of goods 25% upon system acceptance

Section 4: Annual Extended Warranty & Support

OPTIONAL EXTENDED WARRANTY AND SERVICE OPTIONS FOR BASE SOLUTION

| OPTION 1: SINGLE YEAR TERM EXTENDED WARRANTY CONTRACT (CONTRACT WILL TERMINATE AND CAN BE RENEWED IN ADDITIONAL 1 YEAR TERM INCREMENTS AT RATES BELOW) | | | | | |
|--|--|-------------|-------------|--|--|
| GSA Item Code GSA Description GSA Final Catalog Discount Price Price | | | | | |
| KOVA- MAINTENANCE- GOLD-PLAN- GOVT- EXTENDED- SINGLE | Year 2 Extended Warranty with 24x7 remote support with next day depot on replacement parts of the base system quoted with a purchase price of \$175,213.18 | \$99,937.00 | \$35,042.64 | | |

*OPTION 2: THREE YEAR EXTENDED WARRANTY CONTRACT (EXTENDED WARRANTY CONTRACT WILL TERMINATE AFTER 36 MONTHS, WITH PAYMENTS TO BE MADE IN ANNUAL INSTALLMENTS AT THE START OF EACH WARRANTY YEAR). GSA Final GSA Item Code GSA Description Catalog Discounted

| GSA Item Code | GSA Description | GSA Catalog Price | Final Discounted Price |
|--|--|-------------------------|---|
| KOVA- MAINTENANCE- GOLD-PLAN- GOVT- EXTENDED-3- YR-LOCK | Years 2-4: Extended Warranty with 24x7 remote support with next day depot on replacement parts of the base system quoted with a purchase price of \$175,213.18 | \$99,937.00 | \$33,991.36- *Annually for a 3 year term |

*OPTION 3: FIVE YEAR EXTENDED WARRANTY CONTRACT (EXTENDED WARRANTY CONTRACT WILL TERMINATE AFTER 60 MONTHS, WITH PAYMENTS TO BE MADE IN ANNUAL INSTALLMENTS AT THE START OF EACH WARRANTY YEAR).

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|--|--|-------------------------|---|
| GSA Item Code | GSA Description | GSA Catalog Price | Final Discounted Price |
| KOVA- MAINTENANCE- GOLD-PLAN- GOVT- EXTENDED-5- YR-LOCK | Years 2-6: Extended Warranty with 24x7 remote support with next day depot on replacement parts of the base system quoted with a purchase price of \$175,213.18 | \$99,937.00 | \$33,290.50- *Annually for a 5 year term |

Signature:

Email: xivigil@santafenm.gov