

**INTEGRATION AGREEMENT  
FOR  
CITYWIDE SECURITY SYSTEMS INSTALLATION & SUPPORT**

**REQUEST FOR PROPOSAL (“RFP”)  
NO. 6100012391**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Chief Information Officer or designee (“CIO”), pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), and **Intertech Security, LLC dba Intertech Ci** (“Intertech” or “Contractor”). City and Contractor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**1.0 CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City’s RFP No. 6100012391, including all exhibits, attachments and addendums thereto (Exhibit A);
- c. Contractor’s Best and Final Offer (BAFO) Price Schedule (Exhibit B); and
- d. Contractor’s Proposal in response to RFP No. 6100012391 (Exhibit C).

**2.0 TERM**

- 2.1 Original Contract Term. This contract shall begin upon the Effective Date of the ordinance awarding the contract and shall remain in full force and effect for a three (3) year period.
- 2.2 Renewals. At City’s option, this contract may be renewed under the same terms and conditions for two (2), additional one (1) year periods. Renewals shall be in writing and signed by CIO, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.
- 2.3 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

**3.0 COMPENSATION TO CONTRACTOR**

- 3.1 In consideration of Contractor’s performance in a satisfactory and efficient manner, as determined solely by CIO, of all services and activities set forth in this Agreement, City agrees to pay Contractor in accordance with accordance **Exhibit B**, BAFO Price Schedule.

- 3.2 Contractor shall submit invoices to City upon completion of services, or monthly, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by CIO. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, ITSD, P.O. Box 839966, San Antonio, Texas 78283-3966.
- 3.3 In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.
- This provision shall not apply where there is a bona fide dispute between City and Contractor about the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.
- 3.4 The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Contractor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.
- 3.5 No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City. The parties hereby agree that all compensable expenses of Contractor have been provided for in the total payment to Contractor as specified in section 3.1 above. Total payments to Contractor cannot exceed that amount set forth in section 3.1 above, without prior approval and agreement of all parties, evidenced in writing. City shall not be obligated or liable under this Agreement to any party, other than Contractor, for the payment of any monies or the provision of any goods or services.

#### 4.0 NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio  
ITSD  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If intended for Contractor, to:

Intertech Security, LLC  
1501 Preble Ave  
Pittsburgh, PA 15233

With copy to:

City of San Antonio

Finance Department, Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

## 5.0 TERMINATION

- 5.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article 2. Term, or earlier termination pursuant to any of the provisions hereof.
- 5.2 Termination Without Cause. This Agreement may be terminated by City without cause upon (60) calendar days' or (2) months written notice, which notice shall be provided in accordance with Article 4. Notice.
- 5.3 Termination-Breach. Should Contractor fail to fulfill in a timely and proper manner, as determined solely by the CIO, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Contractor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Contractor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice, which notice shall be provided in accordance with Article 4 Notice, to Contractor specifying the matters in default and the cure period. If Contractor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor. The occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 5.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article 6. Assignment and Subcontracting; or
- 5.3.2 Any material breach of the terms of this Agreement, as determined solely by City.
- 5.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 5.5 Regardless of how this Agreement is terminated, Contractor shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with the Records Retention provisions set out in **Exhibit A**, City's RFP. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested by City.
- 5.6 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies

owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

- 5.7 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.
- 5.8 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

#### 6.0 ASSIGNMENT AND SUBCONTRACTING

- 6.1 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.
- 6.2 It is City's understanding and this Agreement is made in reliance thereon, that Contractor intends to use subcontractors for cable and conduit installation in the performance of this Agreement.
- 6.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the CIO.
- 6.4 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of CIO. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.
- 6.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article 5. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

#### 7.0 AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor. CIO shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon

appropriation of funds for any increase in expenditures by the City.

## **8.0 SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **9.0 PARTIES BOUND**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

## **10.0 CAPTIONS**

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

## **11.0 PROHIBITED CONTRIBUTIONS**

- 11.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) until 30 calendar days following the contract award. Contractor understands that if the legal signatory entering the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP, if the identity of the signatory will be different from the individual submitting the response.
- 11.2 Contractor acknowledges that the City has identified this Agreement as high profile.
- 11.3 Contractor warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Agreement. Should the signor of this Agreement violate this provision, the City Council may, in its discretion, declare this Agreement void.

## **12.0 INTERLOCAL PARTICIPATION**

- 12.1 Parties agree this contract is open to cooperative purchasing by other governmental entities or purchasing cooperatives ("Entity"). At City's sole discretion and option, City may inform other

Entities that they may acquire items or services listed in this Agreement. Such acquisition(s) shall be at the prices stated in this Agreement and shall be subject to Contractor's acceptance.

- 12.2 In no event shall City be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- 12.3 Entity purchase orders shall be submitted directly to Contractor by the Entity.
- 12.4 Contractor authorizes City's use of Contractor's name, trademarks and Contractor provided materials in City's presentations and promotions regarding the availability of use of this contract. City makes no representation or guarantee as to any minimum amount being purchased by Entity, or whether Entity will purchase utilizing City's contract.
- 12.5 CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEMS OR SERVICES ORDERED BY AN ENTITY OTHER THAN CITY.

### 13.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**CITY OF SAN ANTONIO**

**INTERTECH SECURITY, LLC**

\_\_\_\_\_



Name: \_\_\_\_\_

Name: Ronald M. Petnuch

Title: \_\_\_\_\_

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: 10/30/2020

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney