

**INTEGRATION AGREEMENT
FOR
PAGING MODERNIZATION AND IMPLEMENTATION**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100011208**

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 Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20___, and **Ford Audio-Visual Systems, LLC**. (“FordAV” or “Vendor”). City and Vendor 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 RFCSP No. 6100011208, including all exhibits, attachments and addendums thereto (**Exhibit A**); and
- c. Vendor’s Proposal in response to RFCSP No. 6100011208 (**Exhibit B**).

2.0 TERM

- 2.1 Contract Term. After approval by the San Antonio City Council, this contract shall begin upon execution by all parties. This contract shall terminate five (5) years after City’s final acceptance of the system. Year 1 of the Base Software Licensing Cost will begin upon City’s final acceptance of the system and will continue for twelve (12) months.
- 2.2 Temporary Short Term Extensions. City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, subject to and contingent upon appropriation of funding therefor.

3.0 INSURANCE

- 3.1 Prior to the commencement of any work under this Agreement, FordAV shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City of San Antonio Aviation Department, which shall be clearly labeled “*Paging Modernization and Implementation*” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City of San Antonio Aviation Department. No officer or employee, other than City’s Risk Manager, shall have authority to waive this requirement.
- 3.2 City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court. decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- 3.3 A FordAV’s financial integrity is of interest to City; therefore, subject to FordAV’s right to maintain reasonable deductibles in such amounts as are approved by City, FordAV shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at FordAV’s sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad form Commercial General Liability Insurance to include coverage for the following:	For Bodily Injury and Property Damage of \$1,000,000 per occurrence;
a. Premises operations	\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
b. Independent Contractors	
c. Products/completed operations	
d. Personal/ Advertising Injury	
e. Contractual Liability	
f. Damage to property rented by you	f. \$100,000

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage \$5,000,000 per occurrence
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- 3.4 FordAV agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of FordAV herein and provide a certificate of insurance and endorsement that names FordAV and City as additional insureds. FordAV shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.
- 3.5 As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). FordAV shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. FordAV shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Aviation Department – Administration
P.O. Box 839966
San Antonio, Texas 78283-3966.

- 3.6 FordAV agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- 3.6.1 Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional liability policies;
- 3.6.2 Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

- 3.6.3 Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and
- 3.6.4 Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 3.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, FordAV shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend FordAV's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 3.8 In addition to any other remedies the City may have upon FordAV's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order FordAV to stop work hereunder, and/or withhold any payment(s) which become due to FordAV hereunder until FordAV demonstrates compliance with the requirements hereof.
- 3.9 Nothing herein contained shall be construed as limiting in any way the extent to which FordAV may be held responsible for payments of damages to persons or property resulting from FordAV's or its subcontractors' performance of the work covered under this Agreement.
- 3.10 It is agreed that FordAV's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- 3.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- 3.12 FordAV and any subcontractors are responsible for all damage to their own equipment and/or property.

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
Aviation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Ford Audio-Visual Systems, LLC.
4800 W I40 Service Road
Oklahoma City, OK 73128

With copy to:

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

5.0 NON-HIRE

FordAV acknowledges and agrees that the following is hereby deleted in its entirety from **Exhibit B**, FordAV's Proposal, and is stricken from the contract documents as if never contained herein:

Non-Hire - Customer and Ford mutually agree that because of the high cost of employee training, that neither party shall solicit the employment of an employee of the other party, and shall not employ an employee or any person who was an employee of other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

6.0 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

**FORD AUDIO-VISUAL SYSTEMS,
LLC.**

Name: Norbert Dziuk

Name: Greg Bowes

Title: Assistant Finance Director

Title: Director of Contracts and
Construction

Date: _____

Date: 11/03/2020

Approved as to Form:
