

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR FIRE SPRINKLER INSPECTIONS, MAINTENANCE, AND
REPAIR SERVICES – BESD & PARKS**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100011607**

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, and **Western States Fire Protection** (“Vendor”) acting by and through its Area Manager, both of which 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. 6100011607, including all exhibits, attachments and addendums thereto (Exhibit A);
- c. Vendor’s Best and Final Offer (BAFO) (Exhibit B); and
- d. Vendor’s Proposal in response to RFCSP No. 6100011607 (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 terminate on October 31, 2022.
- 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 the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor.
- 2.3 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, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.

- 2.4 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 CRIMINAL BACKGROUND CHECKS

RFCSP Section 004 – Specifications / Scope of Services, 4.24 Criminal Background Checks, is hereby deleted in its entirety and replaced with the following:

4.24 CRIMINAL BACKGROUND CHECKS:

- 4.24.1 Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.
- 4.24.2 Contractor is responsible for any costs incurred in conducting criminal background checks.
- 4.24.3 **Criminal Justice Information Services (CJIS)**. Contractor will be providing services under this contract for facilities with access to CJIS. Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff may not be available to provide escorted access, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these locations.
- a) Felony conviction – permanent disqualifier
 - b) Felony deferred adjudication – permanent disqualifier
 - c) Class A misdemeanor conviction – permanent disqualifier
 - d) Class A misdemeanor deferred adjudication – permanent disqualifier
 - e) Class B misdemeanor conviction – disqualifier for ten (10) years
 - f) Class B misdemeanor deferred adjudication – disqualifier for ten (10) years
 - g) Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
 - h) Family violence conviction – permanent disqualifier
- 4.24.4 **CJIS Facilities**. CJIS Facilities within this contract are: Emergency Dispatch Center (PSAP), Emergency Operations Center (EOC), Frank Wing Building (Municipal Courts), ~~Municipal Plaza Building, Municipal Record Storage Facility, Plaza De Armas Building, Public Safety Tech. Center (ITSD/Central Patrol),~~ Police Training Academy, Public Safety Headquarters (PSHQ), and SAPD Property & Evidence Facility.
- 4.24.5 **Security Addendum for Criminal Justice Information Services (CJIS)**. Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The Federal Criminal Justice Information Services Security Policy applies to every individual, Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance of the CJIS Policy shall be borne

by the Contractor. Contractor shall comply with any changes made to the security requirements by law. Refer to Attachment L – CJIS Addendum.

4.24.6 Contractor shall ensure Contractor's employees make an appearance at the ID Unit at SAPD Headquarters at 315 S. Santa Rosa, San Antonio, Texas to fill out and submit a Fingerprint Application Form to initiate a background check. Contractor shall ensure Contractor's employees pass a criminal background check and complete CJIS Level I Training prior to starting work at CJIS Facilities under this contract.

4.0 DISCLOSURE REQUIREMENTS FOR CERTAIN GOVERNMENT CONTRACTS (S.B. 943)

- 4.1 Effective January 1, 2020, for contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 4.2 Vendor warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

5.0 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 5.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
 - (2) will not boycott Israel during the term of the contract.
- 5.2 This section only applies to a contract that:
- (1) is between a governmental entity and a company with 10 or more full-time employees; and
 - (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
- 5.3 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 5.4 "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

5.5 By executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

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 multiple copies, each of which shall constitute an original.

City of San Antonio

Western States Fire Protection



Name: _____

Name: Tim Martinez

Title: _____

Title: Area Manager

Date: _____

Date: January 9, 2020

Approved as to Form:

Assistant City Attorney