

**INTEGRATION AGREEMENT
FOR
AUDIO VISUAL DIGITAL UPGRADE PHASE III
FOR
SAN ANTONIO FIRE DEPARTMENT/EMERGENCY OPERATIONS CENTER**

**FORMAL INVITATION FOR BID (“IFB”)
NO.: 6100005980**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS (“CITY”)
AND
NEW BEGINNINGS CAPITAL PARTNERSHIP DBA NBCP SOURCING AND TECHNOLOGY**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and New Beginnings Capital Partnership D/B/A NBCP Sourcing And Technology (NBCP), 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

1.1 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 Formal Invitation for Bid (IFB) 6100005980 (Exhibit A), including all attachments, addendums and clarification statements thereto; and
- c. NBCP Proposal submitted in response to City’s IFB (Exhibit B).

2.0 INSURANCE

2.1 Prior to the commencement of any work under this Agreement, NBCP shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Finance Department, which shall be clearly labeled “**EOC- AUDIO VISUAL DIGITAL UPGRADE PHASE III**” 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. The 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 to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

2.2 The 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. In no instance will City allow modification whereby City may incur increased risk.

2.3 **NBCP's financial integrity is of interest to the City; therefore, subject to NBCP's right to maintain reasonable deductibles in such amounts as are approved by the City, NBCP shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at NBCP's sole expense, insurance coverage written on a claims made basis, unless otherwise indicated, 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 2. Employers' Liability | Statutory \$500,000/\$500,000/\$500,000 |
| 3. Broad form Commercial General Liability Insurance (Claims Made) to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000 |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles | <u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence |
| *if applicable | |

2.4 NBCP agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of NBCP herein, and provide a certificate of insurance and endorsement that names the NBCP and the CITY as additional insureds. NBCP shall provide the 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.

- 2.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive declaration page, and all endorsements thereto NBCP 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. NBCP shall pay any costs incurred resulting from said changes.

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

- 2.6 NBCP agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds 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 cyber liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- 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.

- 2.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, NBCP shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend NBCP's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

- 2.8 In addition to any other remedies the City may have upon NBCP'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 NBCP to stop work hereunder, and/or

withhold any payment(s) which become due to NBCP hereunder until NBCP demonstrates compliance with the requirements hereof.

- 2.9 Nothing herein contained shall be construed as limiting in any way the extent to which NBCP may be held responsible for payments of damages to persons or property resulting from NBCP's or its subcontractors' performance of the work covered under this Agreement.
- 2.10 It is agreed that NBCP'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.
- 2.11 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 the City shall be limited to insurance coverage provided.
- 2.12 NBCP and any Subcontractors are responsible for all damage to their own equipment and/or property.

3.0 INDEMNIFICATION AND RELATED PROVISIONS

- 3.1 **NBCP covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to NBCP's activities under this Contract, including any acts or omissions, of NBCP, any agent, officer, director, representative, employee of NBCP or subcontractor of NBCP, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT NBCP AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 3.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. NBCP shall advise the CITY in writing within 24 hours of any claim or demand

against the CITY or NBCP known to NBCP related to or arising out of NBCP's activities under this Contract and shall see to the investigation and defense of such claim or demand at NBCP's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving NBCP of any of its obligations under this paragraph.

4.0 LAW APPLICABLE

4.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

4.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

5.0 MISCELLANEOUS PROVISIONS

5.1 Vendor acknowledges that the San Antonio Office of Emergency Management is a Critical Facility. All equipment must be operational 24/7/365.

5.2 All of the provisions below shall be in effect during the installation period and all applicable warranty periods for the equipment and components listed in the City's IFB 6100005980 and vendor response.

5.3 Vendor acknowledges that the current EOC Emergency A/V system and all components have been sold, installed and certified by companies that are fully endorsed by the respective equipment manufacturers and that the system is in optimal operational condition. Vendor certifies that they and/or any subcontractors have all necessary certifications and credentials necessary to sell, install and perform any services on the system. Any malfunctions that may arise that are a direct result of the installation performed as a part of this contract will be remedied immediately to meet manufacturer's standards at no cost to the City. The City, in its sole discretion, will determine the responsible party for repairs.

5.4 Vendor acknowledges that the City has a current SLA for maintenance and support which requires that the current provider respond to troubleshoot and repair within four hours. Vendor acknowledges that specific to this contract, any repairs and warranty work must be diagnosed within four hours and vendor must demonstrate that the system is minimally operational within one day. Vendor may place loaner equipment to accomplish this. The repair / warranty work must be completed and must meet manufacturer's standards within three business days.

5.5 If the vendor is unable to provide timely repairs, the City will seek repair services from a factory/manufacture provider at the most advantageous rate to the City. The total cost will be billed to the vendor for failure to meet the requirements of the SLA.

5.6 All dates are tentative for the City and will be given a one-week window for task completion. The dates in this section represent the most current timelines for this project. The period of performance for the vendor is firm. The following timeline in this provision will apply to this contract. City Council approval is tentative for mid-November, 2015. A Purchase Order will be issued on or about December 4, 2015. The period of performance during the time that the San Antonio Office of Emergency Management expects work to be completed in is January 4, 2016 through January 29, 2016. The City affirms that during the period of performance, there will be an interruption of full functionality of the equipment at the Emergency Operations Center.

6.0 ENTIRE AGREEMENT

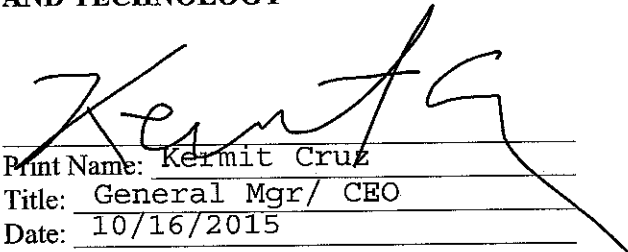
This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind 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

**NEW BEGINNINGS CAPITAL
PARTNERSHIP D/B/A NBCP SOURCING
AND TECHNOLOGY**

Print Name: _____
Title: _____
Date: _____


Print Name: Kermit Cruz
Title: General Mgr/ CEO
Date: 10/16/2015

Approved as to Form:

Assistant City Attorney