

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR COOLING TOWER CLEANING SERVICES – BESD
REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100012063**

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 **OBR Cooling Towers Inc.** (“Vendor”), 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 RFCSP No. 6100012063, including all exhibits, attachments and addendums thereto (Exhibit A); and
 - c. Vendor’s Proposal in response to RFCSP No. 6100012063 (Exhibit B).
- 1.2 Vendor shall provide all services as set forth in City’s RFCSP and Vendor’s Proposal attached hereto as Exhibits “A” and “B” respectively and incorporated by reference herein. Vendor understands and agrees that Exhibits “A” and “B” are a part of this Agreement, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the Vendor as completely and fully as are the obligations, conditions, tasks, products, and representations imposed by this Agreement.
- 1.3 The terms of this Agreement shall control where there is any conflict between the terms of Exhibits “A” or “B”, and the terms of this Agreement. The terms of City’s RFCSP (Exhibit A) shall control where there is any conflict between the terms of City’s RFCSP (Exhibit A) and Vendor’s Proposal (Exhibit B). **PARTIES AGREE THAT ANY CONFLICTING TERM OR CONDITION, OR ANY EXCEPTION THERETO, IN ANY DOCUMENT FURNISHED BY VENDOR, SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

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 DECEMBER 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, 4.14 Building Restrictions, 7. Criminal Background Checks is hereby deleted in its entirety and replaced with the following:

7. Criminal Background Checks:

- a. 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.
- b. Contractor is responsible for any costs incurred in conducting criminal background checks.
- c. 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
- d. CJIS Facilities. CJIS Facilities within this contract are Frank Wing Building (Municipal Courts) and Public Safety Headquarters (PSHQ).
- e. 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.

- f. 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 1 Training prior to starting work at CJIS Facilities under this contract.

4.0 BONDS

RFCSP Section 005 – Supplemental Terms & Conditions, subsections titled “Payment Bond” and “Performance Bond” respectively, are hereby deleted in their entirety and replaced with the following:

Payment Bond:

For any repairs or replacements exceeding \$50,000, Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the project price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

Performance Bond:

For any repairs or replacements exceeding \$100,000, Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United State Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the project price. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

5.0 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

OBR Cooling Towers Inc.



Name: _____

Name: David Staat

Title: _____

Title: Managing Partner

Date: _____

Date: 5 February 2020

Approved as to Form:

Assistant City Attorney