

**INTEGRATION AGREEMENT FOR ANNUAL CONTRACT  
FOR PREVENTIVE MAINTENANCE AND REPAIRS OF HVAC – CITYWIDE  
REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”) NO. 6100009580**

This Agreement is entered into by and between the City of San Antonio, Texas and Shane McMurtry d/b/a Republic A/C and Heating (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**

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. RFCSP No. 6100009580, including all attachments and addendums thereto; and
- c. Vendor’s proposal submitted in response to the RFCSP.

**2.0 CRIMINAL BACKGROUND CHECKS**

2.1 Vendor is responsible for ensuring that each person performing services under this contract has successfully undergone a statewide background check for criminal conviction(s), evaluated in accordance with EEOC guidelines. Persons assigned to work under this contract must not have had any criminal convictions within the past 3 years for either a felony or a crime of moral turpitude.

2.2 Vendor shall provide proof that all personnel assigned to City facilities have had a criminal background check prior to their assignment. The proof shall be provided to City Designated Departmental Representative (CDDR).

2.3 Vendor shall remove an employee from service under this contract should Vendor become aware that the employee has been convicted of a crime as described above.

2.4 Vendor is responsible for any costs incurred in conducting criminal background checks, which shall be performed prior to the individual performing services hereunder.

2.5 In order to conduct periodic contract compliance reviews, and to the extent permitted by law, City may request or review background check results at any time. Vendor shall provide copies of the requested information, or access thereto in San Antonio, Texas, and shall obtain authorization for the disclosure from the employee at time of hire, to the extent required. Vendor shall retain all criminal background checks for the retention period stated in section 006-General Terms and Conditions, and make them available in accordance therewith.

2.6 Vendor will be providing services under this contract for facilities with access to Criminal Justice Information Services (CJIS). Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff have their own responsibilities, any persons providing services to CJIS facilities must pass this criminal background check to provide services in these facilities.

1. Felony conviction – permanent disqualifier
2. Felony deferred adjudication – permanent disqualifier
3. Class A misdemeanor conviction - permanent disqualifier
4. Class A misdemeanor deferred adjudication - permanent disqualifier
5. Class B misdemeanor conviction – disqualifier for 10 years
6. Class B misdemeanor deferred adjudication - disqualifier for 10 years

7. Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
8. Family violence conviction - permanent disqualifier

2.7 Security Addendum for Criminal Justice Information Services (CJIS). 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 (Policy) applies to every individual, vendor, 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. Contractor 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 with the CJIS Policy shall be borne by Contractor. Contractor shall comply with any changes made to the security requirements by law.

### 3.0 ATTACHMENTS

Section 005 – Supplemental Terms and Conditions, subsection entitled *Attachments*, is hereby modified by adding Attachment T - Criminal Justice Information Services Addendum, a copy of which is attached hereto and incorporated herein by reference.

### 4.0 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

Republic A/C and Heating

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Norbert Dziuk  
Title: Procurement Operations Lead  
Date:

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Shane McMurtry  
Title: Owner  
Date: 2/20/18

**Attachment T**

**Criminal Justice Information Services Addendum, including  
Addendum Certification and Texas Signatory Page**

