

**INTEGRATION AGREEMENT  
FOR  
ANNUAL CONTRACT FOR CUSTODIAL SERVICES – PARKS AND RECREATION  
FACILITIES**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)  
NO. 6100011348**

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 **3<sup>rd</sup> Generation Services, LLC dba Ceiling Pro of San Antonio** (“Contractor”), 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. 6100011348, including all exhibits, attachments and addendums thereto (Exhibit A);
- c. Price Schedule as awarded (Exhibit B) and derived from Contractor’s Best and Final Offer; and
- d. Contractor’s Proposal in response to RFCSP No. 6100011348 (Exhibit C).

**2.0 TERM**

- 2.1 Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract, or April 1 2020, whichever is later. This contract shall 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 additional ONE year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, 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, 4.4 Criminal Background Checks, is hereby deleted in its entirety and replaced with the following:

#### **4.4 CRIMINAL BACKGROUND CHECKS:**

- 4.4.1 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.
- 4.4.2 Contractor is responsible for any costs incurred in conducting criminal background checks.

### **4.0 SAN ANTONIO NATATORIUM**

- 4.1 Parties agree to update the Facility List to add the San Antonio Natatorium located at 1430 W. Cesar E. Chavez Blvd. Contractor agrees to provide services during the specified days and hours at the following rates:

<b>Description: Location Name &amp; Address Service Schedule Day/Times per week</b>	<b>Estimated Sq. Ft.</b>	<b>Service Schedule # Weeks</b>	<b>Price per Week</b>	<b>Extended Total Price</b>
<b>San Antonio Natatorium</b> 1430 W Cesar E Chavez Blvd, SAT 78207	4,518.50			
<b>STANDARD 6-day: Price per Week</b> Standard – 6 days/week: Monday – Saturday between 12:00 AM and 7:00 AM		44	\$ 208.54	\$ 9,175.76
<b>SUMMER 6-day: Price per Week</b> Summer – 6 days/week: Monday – Saturday between 12:00 AM and 7:00 AM		8	\$ 218.97	\$ 1,751.76

- 4.2 The above listed information is hereby included in Exhibit B, Price Schedule. RFCSP Attachment K, Facilities List, is hereby amended to add the San Antonio Natatorium location as described above and as set forth in RFCSP Attachment K, Facilities List – Revision 1 Dated January 24, 2020, which is attached hereto and incorporated herein for all purposes. Any and all references to Attachment K or the Facilities List shall mean this Revision 1 Dated January 24, 2020.

### **5.0 REDUCED PRICE RATES**

Price Rates stated in the Price Schedule shall be deemed maximum Price Rates. Contractor may provide and City may accept a reduced Price Rate at any time during the contract period for reasons deemed appropriate by Contractor.

## **6.0 DISCLOSURE REQUIREMENTS FOR CERTAIN GOVERNMENT CONTRACTS (S.B. 943)**

- 6.1 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, Contractor 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. Contractor agrees that the contract can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 6.2 Contractor 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 Contractor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

## **7.0 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

- 7.1 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.
- 7.2 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.
- 7.3 "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.
- 7.4 "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.
- 7.5 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.

## 8.0 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

3<sup>rd</sup> Generation Services, LLC dba  
Ceiling Pro of San Antonio

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: Mike Delgado, Jr.

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: Owner

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: 1/24/20

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney