

**INTEGRATION AGREEMENT
FOR
PUBLIC SAFETY NOTIFICATION SYSTEM**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100011529**

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 **SPIDR Tech Inc.** (“SPIDR Tech” or “Vendor”) acting by and through its Chief Executive Officer, 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. 6100011529, including all exhibits, attachments and addendums thereto (Exhibit A);
- c. Vendor’s Price Schedule in response to RFCSP No. 6100011529 (Exhibit B);
- d. SPIDR Tech’s Subscription and Service Level Agreement (SLA) Terms (Exhibit C);
- e. Vendor’s Proposal in response to RFCSP No. 6100011529 (Exhibit D); and
- f. SPIDR Tech’s Statement of Work (SOW) (Exhibit E).

2.0 TERM

- 2.1 Original Contract Term. After the effective date of the ordinance awarding the contract, this contract shall begin upon execution by all parties and shall terminate on the third anniversary thereafter.
- 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 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 COMPENSATION

- 3.1 In consideration of Vendor's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Vendor in accordance with **Exhibit B, Price Schedule**, as total compensation.
 - 3.1.1 RMS and CAD Deployments and Integrations. Any and all costs for RMS and CAD deployments or integrations, including travel and related expenses for up to two weeks of engineering resources to support the building of the interfaces and performance of quality assurance (Travel), are included in the prices set forth in Exhibit B, Price Schedule. If City replaces, upgrades, or updates RMS or CAD, SPIDR Tech will provide reintegration of a new RMS or CAD at no additional cost to the City throughout the term of this Agreement, including any renewals and extensions. Except for additional Travel expenses required by Vendor and approved in advance by City, Vendor shall not invoice and City shall not pay any fees, including travel and related expenses, for RMS and CAD deployments or integrations.
 - 3.1.2 Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. An exemption certificate will be signed by City where applicable upon request by Vendor after contract award
- 3.2 Vendor shall submit invoices to City upon completion of a milestone or annually, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by Director.
- 3.4 No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor have been provided for in this Article 3.0.

4.0 GENERAL WARRANTY

SPIDR Tech warrants the platform will remain available and operational for one full year following live, productive use of the system. All maintenance and updates are included in City's subscription fee for the SPIDR Tech platform.

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

- 5.1 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.
- 5.2 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.

6.0 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 6.1 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.
- 6.2 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.
- 6.3 "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.
- 6.4 "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.
- 6.5 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.

7.0 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

SPIDR Tech Inc.

Name: _____

DocuSigned by:
Rahul Sidhu
8936EAB08DCD4E3...

Name: Rahul Sidhu

Title:

Date:

Title:

_____ Chief Executive Officer

Date:

_____ 3/17/2020

Approved as to Form:

Assistant City Attorney