

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR FIRE SPRINKLER INSPECTIONS, MAINTENANCE,
AND REPAIR SERVICES**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100017851; 24-084**

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 (“Director”), pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20____, and **API Group Life Safety USA LLC, dba Western States Fire Protection Company** (“Vendor”). City and Vendor 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.

**ARTICLE 1
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. 6100017851; 24-084, including all exhibits, attachments and addendums thereto (**Attachment A**);
- c. Vendor’s Price Schedule submitted in response to City’s RFCSP No. 6100017851; 24-084 (hereinafter, the “Price Schedule”) (**Attachment B**); and
- d. Vendor’s Proposal submitted in response to RFCSP No. 6100017851; 24-084, (hereinafter, the “Vendor’s Proposal”) (**Attachment C**).

ARTICLE 2
TERM

- 2.1 Original Contract Term. This Agreement shall begin upon the effective date of the ordinance awarding the contract or November 1, 2024, whichever is later. This Agreement shall terminate on September 30, 2027, unless sooner terminated in accordance with the provisions of this Agreement.
- 2.2 Renewals. At City's option, this Agreement 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.

ARTICLE 3
NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

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

If intended for Vendor, to:

API Group Life Safety USA LLC, dba
Western States Fire Protection Company
7020 S. Tucson Way
Centennial, Colorado 80112

ARTICLE 4
PRICE SCHEDULE

- 4.1 Removal of Grant Funded Services. Vendor shall not be required to provide services at the Headstart/Brady 1227 Brady Blvd. location for the City’s Department of Human Services (DHS) and any and all references to this location are hereby deleted. **Attachment B**, Price Schedule, is revised to remove Item numbers 4C, 8C, and 15C.
- 4.2 **Line 6L – Berta Almaguer Dance Studio 138 S. Josephine Tobin Drive (7,910 sq. ft.).** In “Attachment B – Price Schedule, Revision III, July 15, 2024”, Line 6L was revised to reflect one “Wet System – Light Hazard” rather than a quantity of 70. For purposes of clarification, the Annual Inspection Price for this item is **\$400.00**, as indicated for Annual Inspections for Wet Systems throughout.
- 4.3 **Line 13L – Berta Almaguer Dance Studio 138 S. Josephine Tobin Drive (7,910 sq. ft.).** In “Attachment B – Price Schedule, Revision III, July 15, 2024”, Line 13L was revised to reflect one “Wet System – Light Hazard” rather than a quantity of 70. For purposes of clarification, the 5-Year/12-Year Testing Price for this item is **\$1,000.00**, as indicated for 5-Year/12-Year Testing for Wet Systems throughout.

ARTICLE 5
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 any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

**API GROUP LIFE SAFETY USA
LLC, DBA WESTERN STATES FIRE
PROTECTION COMPANY**

Name: Angelica Mata

Title: Assistant Finance Director

Date: _____

Approved as to Form:

Assistant City Attorney

Name: Tim Martinez

Title: Area Manager

Date: October 1, 2024

Tim Martinez

Digitally signed by Tim Martinez
DN: cn=US,
email=tim.martinez@wsp.us,
ou=Western States Fire Protection,
ou=Western States Fire Protection,
cn=Tim Martinez
Date: 2024.10.01 14:04:52-0500