

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR PURCHASE, INSPECTION & MAINTENANCE OF FIRE
EXTINGUISHERS**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100017850; 24-083**

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 **Cintas Corporation No. 2** (“Cintas” or “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. 6100017850; 24-083, including all exhibits, attachments and addendums thereto (**Attachment A**);
- c. Vendor’s Best and Final Offer Price Schedule submitted in response to City’s RFCSP No. 6100017850; 24-083 (hereinafter, the “Price Schedule”) (**Attachment B**); and
- d. Vendor’s Proposal submitted in response to RFCSP No. 6100017850; 24-083, *excluding the Cintas “Fire Protection Services General Terms and Conditions”* (hereinafter, the “Vendor’s Proposal”) (**Attachment C**).

**ARTICLE 2
TERM**

- 2.1 Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract or October 1, 2024, and 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:

Cintas Corporation No. 2
6800 Cintas Blvd.
Mason, Ohio 45040

ARTICLE 4
PRICE SCHEDULE

- 4.1 As stated in Attachment A, RFCSP Section 006 – General Terms & Conditions, Payment by City: The total price for all goods and/or services is shown on the Price Schedule. 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 are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as

volume discount pricing for large orders.

- 4.2 In Price Schedule, Item 4 – Recharging of Fire Extinguishers, #4O, #4P, and #6L, Vendor agrees the Price for Each is reduced as follows:

ITEM 4 – RECHARGING OF FIRE EXTINGUISHERS				
Item #	Description	Estimated Annual Quantity (A)	Price for Each (B)	Total Cost (A x B = C)
4O	Size: 20lb. Type: CO2	3	\$137.00	\$411.00
4P	Size: 124 lb. Type: CO2	2	\$135.00	\$270.00
ITEM 6 – FIRE EXTINGUISHER REPAIR PARTS				
6L	Valve Stem O-Ring	65	\$14.00	\$910.00

ARTICLE 5
FIRE EXTINGUISHER LIST

In Attachment A, RFCSP Exhibit I, Department of Human Services (DHS), the Brady Center Head Start location at 1227 Brady is deleted in its entirety as grant funding will not be used in this Agreement. Vendor shall not be required to provide services and shall not invoice for this location.

ARTICLE 6
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

CINTAS CORPORATION NO. 2

_____ 

Name: Angelica Mata

Name: James (J.G.) Mehrmann

Title: Assistant Finance Director

Title: General Manager

Date: _____

Date: 9/3/2009

Approved as to Form:

Assistant City Attorney