

**INTEGRATION AGREEMENT  
FOR  
ANNUAL CONTRACT FOR RFID AND BARCODE EQUIPMENT MANAGEMENT  
SYSTEM FOR SAPD ACADEMY**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)  
NO. 6100014846; 22-024**

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 **Apptricity Corporation** (“Apptricity” 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.

**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. 6100014846; 22-024, including all exhibits, attachments and addendums thereto (**Exhibit A**);
- c. Vendor’s Best and Final Offer (BAFO) Price Schedule Revision 1, dated 8/19/22, hereinafter the “Price Schedule” (**Exhibit B**);
- d. SAPD Academy Inventory Tracking Solution Statement of Work 1.0, dated 11/23/22 (**Exhibit C**); and
- e. Vendor’s Proposal in response to RFCSP No. 6100014846; 22-024 (**Exhibit D**).

**2.0 TERM**

- 2.1 Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract and shall continue in full force and effect on a year-to-year basis for three years, unless sooner terminated in accordance with the provisions of this Agreement.

- 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 the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefore.
- 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, subject to and contingent upon appropriation of funding therefor.

### 3.0 LICENSE

- 3.1 Description of Services. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, Contractor shall, in accordance with all terms and conditions set forth in this Agreement, provide to City the Apptricity Enterprise Inventory Management solution and provide the City and its authorized users access to the Apptricity Enterprise Inventory Management software offerings and service maintenance and the support services ("Services") as described in **Exhibit D**, Contractor's Proposal.
- 3.2 Access and Use. Contractor hereby grants to City, exercisable by and through its authorized users, a paid-up, non-exclusive, non-transferable license for use of the Services, including in operation with other software, hardware, systems, networks, and services for City's business purposes.
- 3.3 Support and Maintenance / Service Level Agreement. Contractor shall provide maintenance and support for the Services, including defect repair, programming corrections, and remedial programming, in accordance with the provisions of this Agreement and as described in **Exhibit D**, Contractor's Proposal, including the service levels indicated therein. Service maintenance includes all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the subscription services, that Contractor provides at no additional charge to its other similarly situated customers. The support and maintenance services are included in **Exhibit B**, Price Schedule, and Contractor shall not assess any additional fees, costs, or charges for such support services. Apptricity is responsible for keeping the system live and functional 24/7/365 and maintained in accordance with industry standards and, at minimum, an uptime rating of at least 99%. City shall not be required to sign a separate maintenance and support / Service Level agreement.

#### **4.0 ARMORY ROOM REAL-TIME SCANNING ADDITIONAL EQUIPMENT AND LICENSES**

Parties agree to add the required equipment (e.g., IOT hardware devices, antennas, etc.) to accommodate to mobile metal racks in the Gun Vault to support real-time scanning in the Armory, as described in **Exhibit C**, Statement of Work. **Exhibit B**, Price Schedule, is hereby revised to include the additional hardware cost of **\$8,900.00** and associated licenses, which includes two (2) Named/Administrator User Licenses at a Unit Price of **\$1,500.00 per year** and one (1) additional Shared Seat User License at the established Unit Price of \$3,600.00 per year.

#### **5.0 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  
Police Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Appticity Corporation  
220 Las Colinas Blvd. E. Ste. 400  
Irving, TX 75039

With copy to:

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

#### **6.0 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 any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**CITY OF SAN ANTONIO**

\_\_\_\_\_  
Name: Angelica Mata

Title: Assistant Finance Director

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

Approved as to Form:

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

**APPTRICITY CORPORATION**

  
\_\_\_\_\_  
Name: Wayne Sparks

Title: CFO

Date: 11/23/2022