

**INTEGRATION AGREEMENT
FOR
SMART RESTROOM TECHNOLOGY
FOR SAN ANTONIO INTERNATIONAL AIRPORT**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100013907**

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 **TRAX Analytics, LLC** (“TRAX” 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. 6100013907, including all exhibits, attachments and addendums thereto (**Exhibit A**);
- c. Vendor’s Best and Final Offer (BAFO) Price Schedule, as amended* (**Exhibit B**); and
- d. Vendor’s Proposal in response to RFCSP No. 6100013907 (**Exhibit C**).

***Exhibit B**, BAFO Price Schedule, is amended to correct the extended cost for Year 2 of “Non-Implementation Costs, Maintenance & Support for 5 Years”. For Year 2, the restated unit price is \$15,092.00 and the corresponding extended cost is \$15,092.00. The Non-Implementation Costs, Grand Total is \$658,334.00.

2.0 TERM

- 2.1 Contract Term. After approval by the San Antonio City Council, this contract shall begin upon execution by all parties. Unless sooner terminated in accordance with the provisions of this Agreement, this contract shall terminate five (5) years after implementation and City’s final acceptance of the system. Year 1 of the Base Software Licensing Cost will

begin upon City's final acceptance of the system and will continue for twelve (12) months.

- 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 and its authorized users access to the Software-as-a-Service offerings and service maintenance and the support services ("Services") as described in **Exhibit C**, Contractor's Proposal, which includes:
 - a. TRAX SmartRestroom Platform;
 - b. Unlimited users for Clean+Inspect Mobile App Users; and
 - c. Digital signage software and monitoring.
- 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 TRAX SmartRestroom Platform and 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 C**, 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**, BAFO Price Schedule, and Contractor shall not assess any additional fees, costs, or charges for such support services. TRAX is responsible for keeping the system live and functional 24/7/365 and maintained with, at minimum, industry standards with an uptime rating of at least 99%.

4.0 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
Aviation Department/Terminal
Services Division
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

TRAX Analytics, LLC.
5900 Windward Parkway, Suite 525
Alpharetta, GA 30005

With copy to:

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

5.0 INVOICING AND PAYMENT

In RFCSP Section 014, General Terms & Conditions, Payment by City, the last paragraph is revised to read as follows: The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

6.0 STATE PROHIBITIONS ON CONTRACTS

- 6.1 This Article 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.
- 6.2 "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.

- 6.3 Prohibition on Contracts with Companies Boycotting Certain Energy Companies. In accordance with SB 13, effective September 1, 2021, Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies 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.

- 6.4 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. In accordance with SB 19, effective September 1, 2021, Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. 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 any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

TRAX ANALYTICS, LLC.



Name: Norbert Dziuk

Name: Tracy M. Davis

Title: Assistant Finance Director

Title: President and CEO

Date: _____

Date: 11/23/2021

Approved as to Form:

Assistant City Attorney