

**INTEGRATION AGREEMENT
FOR
VEHICLE DIAGNOSTIC SOFTWARE AND TECHNICAL SUPPORT SERVICE
REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100012309**

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 **TRITECH Enterprises, LLC** (“TRITECH” 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. 6100012309, including all exhibits, attachments and addendums thereto (Exhibit A); and
- c. Vendor’s Proposal in response to RFCSP No. 6100012309 (Exhibit B).

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 terminate one year from the date of subscription activation.
- 2.2 Renewals. At City’s option, this Contract may be renewed under the same terms and conditions for three (3) 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 PRICE SCHEDULE

- 3.1 Parties agree to update the estimated quantities for all items in RFSCP Attachment B, Price Schedule, by a quantity of one (1) at the unit prices stated therein.
- 3.2 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 this Price Schedule, as amended and restated below, as total compensation:

One-time items:

Item	Description	Estimated Quantity (a)	Price Each (b)	Extended Price (a x b)
1	Hardware Link kit w/cables and protective case	11	\$1,222.20	\$13,444.20
2	Off-Road & Non-Self Propelled Cable Kit	11	\$955.45	\$10,509.95
3	Commercial/On-Road Vehicle Software License	11	\$3,918.80	\$43,106.80
4	Off-Road & Non-Self Propelled Software License	11	\$1,599.00	\$17,589.00

Yearly Subscriptions:

Item	Description	Estimated Annual Quantity (a)	Estimated Number of Years (b)	Price per Year per Subscription (c)	Extended Price (a x b x c)
5	Commercial/On-Road Vehicle Annual Subscription	11	4	\$1,285.25	\$56,551.00
6	Off-Road & Non-Self Propelled Vehicle Annual Subscription	11	4	\$669.30	\$29,449.20
7	Online Support & Information Annual Subscription	11	4	\$679.00	\$29,876.00
8	Expert Technician Support Hotline Subscription	11	4	\$2,199.00	\$96,756.00

- 3.3 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 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

TRITECH Enterprises, LLC

_____ *Jacob Park*

Name: _____

Name: _____ Jacob Park

Title: _____

Title: _____ Technical Account Manager

Date: _____

Date: _____ 5/14/2020

Approved as to Form:

Assistant City Attorney