

**INTEGRATION AGREEMENT FOR
INTERACTIVE MODULAR DRIVING SIMULATOR/TRAINER SYSTEM
REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 18-090, RFX 6100010427**

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and Virage Simulation (Contractor), both of which 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:

- 1.1 This Integration Agreement;
- 1.2 City's RFCSP No.: 18-090, RFX 6100010427, including all attachments and addenda thereto;
- 1.3 Contractor's proposal in response to City's RFCSP No.: 18-090, RFX 6100010427.

2.0 Section 005 - Supplemental Terms & Conditions, Original Contract Term is revised to read as follows:

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall terminate upon the expiration of the 3 year extended warranty and maintenance period.

3.0 PAYMENT TERMS

3.1 Complete Simulator System.

Contractor acknowledges and agrees that all payments for the Complete Simulator System (\$224,100.00 USD) shall be made in accordance with City's RFCSP, in arrears. There shall be no prepayment for any portion of the Complete Simulator System. ✓

3.2 Extended Warranty and Extended Maintenance



Contractor may invoice City for the extended warranty fee and the extended maintenance fee after City's acceptance of the Complete Simulator. City shall pay said invoice within 30 days' of receipt. Parties acknowledge and agree that the extended warranty and extended maintenance period begin after the conclusion of the one year warranty that is included in the purchase price of the Complete Simulator.

4.0 SUPPORT OPTIONS

Contractor's proposal reflects two support options. Option 1 is entitled "Support with extended warranty". Option 2 is entitled "Support, extended warranty with an annual software update and onsite preventive maintenance". Parties acknowledge and agree that the costs for Option 1 are reflected in Contractor's pricing on RFCSP Attachment B Price Schedule in the pricing for "Extended warranty, with on-site tech support". Parties also acknowledge and agree that the additional costs to include Option 2 are reflected in Contractor's pricing on RFCSP Attachment B Price Schedule in the pricing for "Extended preventative maintenance services." As such, the total cost for Option 2 for an additional 3 year period is \$30,855. ✓

5.0 WARRANTY

Contractor acknowledges and agrees that while the Simulator System is under warranty, all costs of shipping hardware items needing repair shall be borne by Contractor.

6.0 ENTIRE AGREEMENT

This Agreement, together with its attachments and 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 multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

Norbert Dziuk
Procurement Operations Lead
Date: _____

Approved as to Form:

Assistant City Attorney

VIRAGE SIMULATION

Danny Grenier
President
Date: 2018-08-27