

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR BIBLIOCORE AND BIBLIOMOBILE APPLICATION – SAPL
REQUEST FOR OFFER (“RFO”)
NO.: 6100010723**

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 BiblioCommons, Inc. (“Vendor”) acting by and through its Co-Founder and President, 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:

- a. This Integration Agreement;
- b. City’s RFO No. 6100010723, including all exhibits and attachments thereto (Exhibit A);
- c. BiblioCommons Response to RFO No. 6100010723 (Exhibit B);
- d. BiblioCommons Library Subscription Master Agreement effective December 1, 2018 (Exhibit C); and
- e. BiblioCommons Price Schedule (Exhibit D).

2.0 PRICE

- 2.1 Parties acknowledge the City has paid in full BiblioMobile Application Maintenance and Support for the period October 1, 2018 to September 30, 2019, pursuant to a contract known as RFO No. 6100009967, Annual Contract for Mobile Application SAPL. Vendor has prorated pricing accordingly to accommodate the Termination of Previous Contract in section 3.0 below and alignment of subscription terms to December 1, 2018 to November 30, 2019.
- 2.2 Parties agree that BiblioMobile Application Maintenance and Support for Year 1 in Exhibit D, Item 1, the unit cost and extended cost is \$0.00 for Year 1.

3.0 TERMINATION OF PREVIOUS CONTRACT

Parties mutually agree to terminate contract known as RFO No. 6100009967, effective upon execution of this Integration Agreement by all parties.

4.0 SCOPE

- 4.1 In Exhibit A, section 004 – Specifications / Scope of Services, Item 1: BiblioMobile Application Annual Maintenance and Support, the Scope is hereby revised by deleting “Library calendar of events” and replacing it with “Access to the Library’s calendar of events by providing a link”.
- 4.2 In Exhibit A, section 004 – Specifications / Scope of Services, Item 2: BiblioCore Subscription, Specific Requirement, is hereby revised by deleting “Vendor solution will comply with data identification and protection policy in City of San Antonio Administrative Directive (AD) 7.3a, Data Security and all referenced Data Laws and Standards” and replacing it with the following:

The City’s policy for data classifications and protections and the applicable laws and standards used by the City for this purpose are contained in the City’s Administrative Directive (AD) 7.3a, Data Security. Vendor’s information security policy shall be compatible with this AD 7.3a to allow for City’s compliance with the Data Laws and Standards referenced therein.

5.0 WARRANTY

In Exhibit A, section 005 – Supplemental Terms & Conditions, the Warranty section is hereby revised by deleting the following second paragraph:

ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY CONTRACTOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT CONTRACTOR’S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

6.0 INSURANCE

- 6.1 In Exhibit A, section 005 – Supplemental Terms & Conditions, the table in the Insurance section is deleted in its entirety and replaced with the following new table:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
3. Business Automobile Liability a. Non-owned vehicles b. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.

- 6.2 In Exhibit A, section 005 – Supplemental Terms & Conditions, Insurance, the second paragraph is deleted in its entirety and replaced with the following paragraph:

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to request modification of the insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

7.0 ASSIGNMENT

7.1 Exhibit A, section 006 – General Terms & Conditions, Assignment, is deleted in its entirety.

7.2 Except as otherwise stated herein, neither party may sell, assign, pledge, transfer or convey any interest in the Integration Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the other party, except that Vendor may assign the Integration Agreement to any third party, without consent, in connection with any sale, amalgamation, reorganization or similar transaction involving a sale of all or substantially all of its shares or assets, provided that such assignee adopts this Agreement. As a condition of such consent, if such consent is granted, the assigning party shall remain liable for any obligations under the Integration Agreement to the non-assigning party. Any attempt to transfer, pledge, or otherwise assign the Integration Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person.

8.0 OWNERSHIP OF INTELLECTUAL PROPERTY

Ownership of Intellectual Property shall be as defined and set out in Exhibit C of the Integration Agreement.

9.0 INDEMNITY

Indemnity shall be as defined and set out in Exhibit C of the Integration Agreement.

10.0 OWNERSHIP OF DOCUMENTS

The following is hereby added to Exhibit A, section 006 – General Terms & Conditions, Ownership of Documents:

As between Vendor and City, nothing in this Agreement shall:

- Change the City's right, title and interest in the bibliographic metadata in City's ILS; nor
- Grant to either Party any ownership of Intellectual Property Rights of the other Party other than as expressly set out in this Agreement.

11.0 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 multiple copies, each of which shall constitute an original.

City of San Antonio

BiblioCommons, Inc.

Name: _____



Name: Patrick Kenendy

Title: _____

Title: President

Date: _____

Date: November 16, 2018

Approved as to Form:

Assistant City Attorney