

**INTEGRATION AGREEMENT  
FOR  
TVSA STUDIO UPGRADES FOR COMMUNICATIONS & ENGAGEMENT  
DEPARTMENT  
REQUEST FOR OFFER (“RFO”) NO. 6100015316**

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 **UNICOM Government, Inc.** (“UNICOM” 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 RFO No. 6100015316, including all exhibits, attachments and addendums thereto (**Exhibit A**); and
- c. Vendor’s Proposal in response to RFO No. 6100015316 (**Exhibit B**).

**2.0 FORCE MAJEURE**

Section 005 – Supplemental Terms & Conditions, Force Majeure is hereby revised to read: Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of the specific provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided. the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of Force Majeure. Notwithstanding the foregoing, either party shall, in the event of a condition of force majeure extending more than sixty (60) days, be entitled to terminate this Agreement, or, upon agreement of the parties make an equitable adjustment in the

compensation specified under this Agreement. Vendor shall be entitled to an appropriate adjustment in the time for delivery in the event of a condition of Force Majeure.

### **3.0 INSURANCE**

Section 005 – Supplemental Terms & Conditions, Insurance is hereby revised to add: Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

### **4.0 FAILURE TO DELIVER**

Section 006 – General Terms & Conditions, Delivery of Good/Services, Failure to Deliver is hereby revised to read: When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any commercially reasonable price incurred by the City in excess of the contract price to be paid by Vendor. In addition, Vendor may be removed from City's list of eligible bidders.

### **5.0 INFORMATION REQUIRED ON INVOICE**

Section 006 – General Terms & Conditions, Invoicing and Payment, Information Required on Invoice is hereby revised to read: All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. Prompt payment discounts offered shall be shown separately on the invoice.

### **6.0 TERMINATION**

Section 006 – General Terms & Conditions, Termination, Termination-Breach is hereby revised to read: Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this Agreement, or violate any of the material terms of this agreement, City shall have the right to immediately terminate this Agreement in whole or in part if the Vendor does not cure such failure or violation within ten (10) days' notice to Vendor (or more if authorized in writing by the City) after receipt of such notice from City specifying the failure. If, after termination, it is determined that the Vendor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. Such termination shall not relieve Vendor of any liability to City for damages sustained by virtue of any breach by Vendor.

## 7.0 INDEMNIFICATION

Section 006 – General Terms & Conditions, Indemnification is hereby revised to read: **VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits which arise from personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR’S negligent performance of services under this Agreement, including any negligent acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

## 8.0 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  
Communications & Engagement  
Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If intended for Vendor, to:

UNICOM Government, Inc.  
Contracts Department  
15010 Conference Center Dr., Suite 110  
Chantilly, VA 20151

With copy to:

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

**9.0 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**

**UNICOM GOVERNMENT, INC.**

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*K. E. Newkirk*  Digitally signed by K. Edward Newkirk  
DN: cn=K. Edward Newkirk, o=UNICOM Government,  
Inc., ou=Vice President and Corporate Counsel,  
email=Legal@unicomgov.com, c=US

Name: Angelica Mata

Name: K. Edward Newkirk

Title: Assistant Finance Director

Title: Vice President and Corporate Counsel

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

Date: June 17, 2022

Approved as to Form:

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