

10050

**SERVICES CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
EBSCO INFORMATION SERVICES, INC.  
FOR  
PERIODICAL AND SUBSCRIPTION SERVICES**

**THIS CONTRACT**, made and entered into this 31 day of Oct, 2014 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and EBSCO INDUSTRIES, INC. D/B/A EBSCO INFORMATION SERVICES (The "CONTRACTOR"), a Delaware corporation authorized to transact business in Florida and with its principal offices at 110 Olmsted Street, Suite 100, Birmingham, Alabama 35242.

**WHEREAS**, the CITY (as the "Buyer") issued a Request for Proposal No. ESC-0554-14 (including all addendum, the "RFP"), bid date July 16, 2014, to furnish periodicals and subscription services for the Jacksonville Public Library (the "Services"); and

**WHEREAS**, based on CONTRACTOR'S response to the RFP dated July 16, 2014, consisting of 71 pages (the "Response"), the CITY has awarded this Contract to CONTRACTOR;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by CONTRACTOR as specified in the RFP and the Response.
2. **Compensation.** CONTRACTOR will be paid by the CITY for the Services in accordance with Section 5, Pricing, of the Response.
3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract for the first year of this Contract shall be a fixed monetary amount not-to-exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00). Any additional funding hereunder shall be subject to and contingent upon lawful appropriation of funds to this contract.
4. **Term.** The initial term of this Contract shall be for a term of three years, commencing on October 1, 2014 and expiring on September 30, 2017, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to one (1) additional three (3) year period by (i) the CITY in its sole discretion, upon written notice to CONTRACTOR at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Terms and Conditions of Contract (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

City of Jacksonville  
c/o Jacksonville Public Library  
303 N. Laura Street  
Jacksonville, Florida 32202  
Attn: Charlene Adkins

With Copy to:

Office of General Counsel  
City of Jacksonville  
Attn: Government Operations and Contracts Dept.  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202

As to the CONTRACTOR:

EBSCO Information Services  
110 Olmsted Street, Suite 100  
Birmingham, Alabama 35242

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Charlene Adkins, and the CONTRACTOR'S Contract Manager is Rebecca Day Tucker. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., “shrink wrap” terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

Karen Bowling  
Chief Administrative Officer  
For Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2013-04

By James R. McCain, Jr.  
James R. McCain, Jr.  
Corporation Secretary



By Alvin Brown  
Alvin Brown  
Mayor

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Donald Bell  
Director of Finance  
CITY Contract Number: 10050

Form Approved:

John Surpe  
Office of General Counsel

ATTEST:

**EBSCO INDUSTRIES, INC.,**  
A Delaware corporation

By Bowen Thagard  
Signature

By Ree Sherer  
Signature

Bowen Thagard  
Type/Print Name

Ree Sherer  
Type/Print Name

VP, Operations U.S. & Canada  
Title

Executive VP & GM, US & Canada  
Title