

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR MOVING SERVICES**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100016800; 23-063**

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 **Facility RX, LLC** (“Facility RX” 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.

**ARTICLE 1
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. 6100016800; 23-063, including all exhibits, attachments and addendums thereto (**Exhibit A**);
- c. Vendor’s Best and Final Offer Price Schedule, hereinafter the “Price Schedule” (**Exhibit B**); and
- d. Vendor’s Proposal in response to RFCSP No. 6100016800; 23-063 (**Exhibit C**).

**ARTICLE 2
TERM**

- 2.1 Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract and terminate on June 30, 2026, unless sooner terminated in accordance with the provisions of this Agreement.
- 2.2 Renewals. At City’s option, this Contract may be renewed under the same terms and conditions for two (2) 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.

ARTICLE 3
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
Finance Department, Procurement Division
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Facility RX, LLC
2715 North St. Mary's Street
San Antonio, Texas 78214-3714

ARTICLE 4
HEAT ILLNESS PREVENTION ORDINANCE

Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces.

Vendor, as an employer, is currently responsible under the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1970 (the "Act") to provide their employees with a place of employment that "is free from recognized hazards that are causing or likely to cause death or serious harm to employees", including heat-related hazards that are likely to cause death or serious bodily harm.

The San Antonio City Council approved an ordinance on August 31, 2023, to provide criteria to further guide contractors in San Antonio heat conditions to better protect its residents and contractor employees working in San Antonio (the “Heat Illness Prevention Ordinance”), which provides:

When the heat index for San Antonio, Texas equals or exceeds 95 degrees Fahrenheit, Contractor is required to take all of the following actions for all onsite workers working outdoors or unconditioned spaces (without air conditioning):

- a) Mandate at least a fifteen (15) minute rest break for every four (4) hours worked. No employee may be required to work more than 3.75 continuous hours without a rest break. These rest breaks are in addition to and shall not take the place of other required or otherwise provided rest breaks.
- b) Provide a heat relief station at the Site with a shaded area and water.
- c) Train supervisors and workers to recognize heat hazards and take appropriate actions.
- d) Post signage with City requirements in both English and Spanish within the Site where notices to employees are customarily posted. City will prescribe the size, content, and location of signs within applicable design guidance manuals.
- e) Contractor shall submit a “heat safety plan” as part of Contractor’s proposal.

By executing this Agreement with the City of San Antonio, Vendor hereby verifies that it agrees to adhere to the City’s Heat Illness Prevention Ordinance during the term of the contract. City hereby relies on Vendor’s verification. If found to be false, City may terminate the contract for material breach.

ARTICLE 5
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

FACILITY RX, LLC

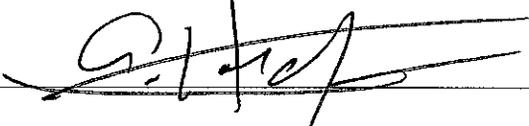
Name: Angelica Mata

Title: Assistant Finance Director

Date: _____

Approved as to Form:

Assistant City Attorney



Name: Vivian A. Holder

Title: CEO/Founder

Date: 11/28/2023