

K21-846

AMENDMENT NO. 7 TO BID CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

PRESIDIO NETWORKED SOLUTIONS, LLC.

BID PROPOSAL NO.: 2231-01523

Cisco Data Center and Virtualization

THIS SEVENTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Presidio Networked Solutions, LLC, represented by Kim Dukes, Director of Sales Operations (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” This Amendment is effective as of April 28, 2021 (the “**Effective Date**”).

RECITALS

WHEREAS, on and effective as of April 28, 2014, the City and the Contractor entered into a contract for the CISCO Data Center and Virtualization Products (the “**Contract**”);

WHEREAS, the Contract provided for an initial term of one (1) year from execution, as well as the option to pursue four (4) one (1) year period extensions;

WHEREAS, on August 25, 2015, effective as of April 28, 2015, the City and Contractor entered into an amendment to extend the Contract for one (1) year through April 28, 2015 (“**Amendment No. 1**”);

WHEREAS, on June 8, 2016, effective as of April 28, 2016, the City and Contractor entered into an amendment extend the Contract for one (1) year through April 28, 2016 (the “**Amendment No. 2**”);

WHEREAS, on July 28, 2017, effective as of April 28, 2017, the City and Contractor entered into an amendment to extend the Contract for one (1) year through April 28, 2017 (“**Amendment No. 3**”);

WHEREAS, September 24, 2018, effective as of April 28, 2018, the City and Contractor entered into an amendment to extend the Contract for one (1) year through April 28, 2019 (“**Amendment No. 4**”);

WHEREAS, effective as of April 28, 2019, the City and Contractor entered into an amendment to extend the Contract for one (1) year through April 28, 2020 (“**Amendment No. 5**”);

WHEREAS, effective as of April 28, 2020, the City and Contractor entered into an amendment to extend the Contract for one (1) year through April 28, 2021 (“**Amendment No. 6**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Contract for one (1) year.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Contract as follows:

1. **Extension.** The Agreement is extended for an additional one (1) year through April 27, 2022.

2. **Price.** The City and the Contractor reaffirm the price proposal submitted by the Contractor in response to the City's Invitation to Bid No. 2231-01523. This is a price protected requirements contract and is not binding as to any specific quantity. The contracted rates should remain in place for the duration of the Amendment and shall also include any special manufacturer program discounts Cisco offers which are valid at the time of purchase.

3. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Contract:

INVOICES

A. **Invoices.** The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Contract) to the City electronically, via its supplier portal, for goods or services provided under this Contract no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: contract or purchase order number issued by the City, the name of the city department to be invoiced, the services performed each month. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.

PAYMENT

A. **Payment.** Unless otherwise agreed by the City, payment terms are NET 30 days upon providing the goods and/or services described under this Contract have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

NON-DISCRIMINATION

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Contract, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Contract, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Contract for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Contract.

4. Convicted Felon Statement. The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

5. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations."

6. Non-Solicitation Statement. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

7. Prior Terms Binding. Except as otherwise provided by this Amendment, the terms and conditions of the Contract, as amended, remain in full force and effect.

8. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Contract, but all of which, when taken together, shall constitute one and the same Contract.

9. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

10. Compliance with the City's Hiring Requirements – Ban the Box. (i) The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-Amendment No. 7 to Bid Contract between

8(d) and 2-13(a)-(f). Prior to executing this Contract, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. (ii) Failure to maintain compliance with the City's hiring requirements throughout the term of the Contract, or to provide sufficient written reasons for deviation, is a material breach of this Contract. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Contract, or take any such legal action permitted by law or this Contract. (iii) This section will not apply to any Contracts excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Contract will remain in full force and effect. (iv) The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

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[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: [Signature] FOR
LATOYA CANTRELL, MAYOR

Executed on this 21st day of November, 2021.

FORM AND LEGALITY APPROVED:

Law Department

By: [Signature]

Printed Name: Tracy Tyler

PRESIDIO NETWORKED SOLUTIONS, LLC

BY: [Signature]

KIM DUKES, DIRECTOR OF SALES OPERATIONS

TAX I.D. [Redacted]

[END OF AMENDMENT]