



City of New Orleans
Law Department

INTEROFFICE MEMORANDUM

Date: February 3, 2020
To: Sunni LeBeouf, City Attorney
From: Andrew Gregorian, Assistant City Attorney

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K19-964 BRASS#268

Pursuant to City Charter Sections 4-401(5) and 6-308(1), City Attorney's approval and the Mayor's execution are required for the following transaction:

Originating Department: NOFD.
Type of Agreement: Bid Contract (price protection).
Party: Casco Industries, Inc.
Procurement: Invitation to Bid No. 2521-01891 for turnout gear, and dated August 3, 2015.
Amendment: Yes, this is the fourth amendment.
Scope of services: Breathing equipment, maintenance, parts and services.
Purpose: To extend the term for an additional one year to ensure continuity of services.
Term: One year from November 24, 2019 through November 23, 2020.
Amount: N/A (Contract provides an average discount of 26.647% on the items purchased under this contract).
Supporting Documents: Original Contract, Previous Amendments, Proof of Insurance, Proof of Good Standing, Proof of Signatory Authority, Approved Tax Clearance Form, and DBE Validation Form.
Additional Information: N/A.
Working Contract ID: K19-964.
BRASS Contract No.: 268.

I have reviewed the amendment and supporting documents. It is correct as to form and legality. Please know that I am available if you have any questions or need additional information. AG

K19-964

AMENDMENT NO. 4 TO CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
CASCO INDUSTRIES, INC.

THIS FOURTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Casco Industries, Inc., represented by Doug Schaumburg, President (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of November 24, 2019 (the “**Effective Date**”).

RECITALS

WHEREAS, on November 24, 2015, the City and the Contractor entered into a contract for breathing equipment, maintenance, parts, and services (the “**Agreement**”);

WHEREAS, the City and the Contractor previously amended the Agreement three times to extend the term; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to ensure continuity of services by renewing the Agreement, as amended, by an additional year.

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

1. **Extension.** In accordance with the terms of the Original Agreement, the term is extended for an additional one year from the Effective Date through November 23, 2019.
2. **Price.** The City and Contractor reaffirm the price proposal submitted by the Contractor in response to the City’s Invitation to Bid N. 2521-01891.
3. **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.
4. **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.
5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

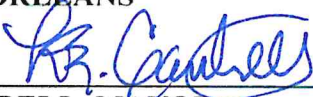
6. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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.

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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: 
LATOYA CANTRELL, MAYOR

Executed on this 20th of February, 2020

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyler

CASCO INDUSTRIES, INC.

BY:  / President
DOUG SCHAUMBURG, PRESIDENT

