

K21-1021

CONTRACT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
Life-Assist INC.
BID PROPOSAL NO.: 1239
MEDICAL SUPPLIES AND PHARMACEUTICALS

THIS CONTRACT (the “**Contract**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and **Life-Assist INC.**, represented by **Linda Bergaus** (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Contract is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, on May 5, 2021, the City issued an Invitation to Bid No. 1239 and Addendum Number One (1) on May 19, 2021 seeking a contractor to provide **MEDICAL SUPPLIES AND PHARMACEUTICALS** (the “**ITB**”);

WHEREAS, the Contractor submitted the lowest responsive bid in response to the ITB; and

WHEREAS, the City desires to award the Contract to **Life-Assist INC.**;

NOW THEREFORE, the City grants and confirms to the Contractor the Contract to provide **MEDICAL SUPPLIES AND PHARMACEUTICALS** to the City under the ITB, and the City and the Contractor, for good and valuable consideration, agree as follows:

ARTICLE I - THE CONTRACTOR’S OBLIGATIONS

The Contractor will perform all obligations of the Contractor and be subject to all terms and conditions set forth in this Contract and in the following documents that are incorporated fully into this Contract: the ITB and the Contractor’s Bid dated June 2, 2021 (the “**Bid**”).

ARTICLE II - THE CITY’S OBLIGATIONS

The City will pay the Contractor at the rates set forth in the Contractor’s Bid for the satisfactory performance of this Contract and will perform all obligations of the City, and be subject to all terms and conditions set forth, in this Contract and any incorporated documents.

ARTICLE III - ADDITIONAL PROVISIONS

A. Convicted Felon Statement. The Contractor complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 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.

B. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract. 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 Contract.

C. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of this Contract, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

D. Entire Agreement. This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Contract and are without effect to vary or alter any terms or conditions of this Contract.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 25th of August, 2021

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

LIFE-ASSIST INC.

BY: 
CHERIE PRIOR, VICE PRESIDENT