

MK19-977

**CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
ACTIVE SOLUTIONS, L.L.C.
BID PROPOSAL NO.: 2130-02535
AXIS CAMERAS AND RELATED ACCESSORIES**

THIS CONTRACT (the "Contract") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and Active Solutions, L.L.C., represented by Brad L. Giacone, Director of Business Development (the "Contractor"). The Contract is effective as of the date of execution by the City (the "Effective Date").

RECITALS

WHEREAS, on May 15, 2019, the City issued an Invitation to Bid No. 2130-02535 seeking a contractor to axis cameras and related accessories (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 the Contractor.

NOW THEREFORE, the City grants and confirms to the Contractor the contract to provide security services 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 January 15, 2019 (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 § 2-8(c) and no principal, member, or officer of the Contractor 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.

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.

E. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Contract and any other document(s) attached to this Contract 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 Contract. 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 Contract.

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[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: [Signature]
LATOYA CANTRELL, MAYOR

Executed on this 13th of NOVEMBER, 2019

FORM AND LEGALITY APPROVED:
Law Department

By: [Signature]

Printed Name: Tracy Tyler

ACTIVE SOLUTIONS, L.L.C.

BY: [Signature]
BRAD L. GIACONE, DIRECTOR OF BUSINESS DEVELOPMENT

20-0238914
FEDERAL TAX I.D.

[ORIGINAL PERFORMANCE BOND IS ATTACHED SEPARATELY TO THIS CONTRACT]