

K22-022

CONTRACT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
AMBULANCE NETWORK, INC.
BID PROPOSAL NO.:EMER-BID-1724

2022 AMBULANCE RENTAL

THIS CONTRACT (the "**Contract**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and the Ambulance Network, Inc., represented by Joseph Harary, President ("**Ambulance Network**"). The City and the Ambulance Network are sometimes collectively referred to as the "**Parties**." This Rental Agreement is effective as of December 20, 2021 (the "**Effective Date**").

RECITALS

WHEREAS, on January 7, 2022, the City issued an Invitation to Bid No.EMER-BID-1724 seeking a contractor to provide emergency ambulance rentals (the "**ITB**");

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

WHEREAS, the City desires to award the Contract to the Ambulance Network;

NOW THEREFORE, the City grants and confirms to the Ambulance Network the Contract to provide 2022 Ambulance Rentals 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 10, 2022 (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.

- A. Each emergency service ambulance is hereby rented as a daily rate of \$235.00 USC. The rental fee is per day per vehicle for sixty (60) days, for a total rental charge of \$141,000.00 USC. A payment representing fifty percent (50%) of the total rental fee, and an additional \$22,000.00 USC for roundtrip freight must be made seven (7) days

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prior to delivery of the vehicles. The total upfront payment is \$92,500.00 USC. The remaining \$70,500.00 USC fee will be due within two (2) weeks after services have been rendered and provided that all vehicles are able to remain in service for the period of January 31, 2022 through March 31, 2022.

- a. Ten (10) Units: January 31, 2022 to March 31, 2022 (60 days), pick up January 31, 2022, provided all vehicles are able to remain in service for the requested time period (Charged at a rate of \$235.00/unit/day).

- Unit 1 = \$14,100.00
- Unit 2 = \$14,100.00
- Unit 3 = \$14,100.00
- Unit 4 = \$14,100.00
- Unit 5 = \$14,100.00
- Unit 6 = \$14,100.00
- Unit 7 = \$14,100.00
- Unit 8 = \$14,100.00
- Unit 9 = \$14,100.00
- Unit 10 = \$14,100.00

B. The City further agrees:

- i. To ensure that the motor vehicle is used in a skillful and proper manner and only driven by persons that bear a valid driving permit;
- ii. To ensure that no alterations are made to the motor vehicle or any component removed unless it is immediately replaced by the same component or by one of the same like, make, and model or an improved or advanced version;
- iii. To report to the nearest police and inform the Ambulance Network within twenty-four (24) hours of any damage to or loss of one the rental ambulances.
- iv. To be responsible for costs relating to fuel, tire puncture and oil topping up between services as well as any costs of parking fines and towing expenses for illegal parking;
- v. To ensure that the motor vehicle is only used within the three parish regions (Orleans, Jefferson, St. Bernard);
- vi. To yield the vehicle to the Ambulance Network in good mechanical condition on the expiration of the contract, less normal wear and tear of the same.
- vii. To be responsible for the normal service, repair, fair wear and tear of the motor

vehicle as well as any accident damage;

- viii. To accept responsibility to compensate any third party for any damages caused to another vehicle(s), driver, passenger(s) or property in the event of a motor vehicle accident. The City acknowledges that Ambulance Network's insurance does not cover rentals of our units and the City will hold Ambulance Network harmless from any claims by third parties resulting from a motor vehicle accident occurring during and pursuant to the period of this rental agreement;
- ix. To accept responsibility for any damage to the ambulance caused by City employees while it is being used by the City, and the unit must be returned to Ambulance Network in like condition as that of the first day delivered day of the Rental Agreement. To ensure that the ambulances are returned in the same condition, Ambulance Network will photograph each ambulance prior to delivery to demonstrate that the ambulance is in good condition. A copy of the photographs will be sent to the City prior to delivery. Prior to the end of the rental period, Ambulance Network will have one of its employees or contracted designees inspect the vehicles to determine that no significant or noticeable damage occurred during the rental period. In the event that the inspector determines that such damage has occurred, the City will be responsible to pay for said damage and repairs;
- x. To hold Ambulance Network harmless from any claims arising from its use by the City;
- xi. To advise Ambulance Network immediately if an ambulance is taken out of service for mechanical repair. The City will be charged for the full daily rental fee if the vehicle was usable for at least half the day prior to its becoming unusable; and
- xii. In the event that a rental unit is damaged to the extent that it is deemed a total loss, the City agrees to compensate Ambulance Network at a predetermined value of \$31,000.00 for each rental unit determined to be total loss.

ARTICLE III – NOTICE

A. **In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Rental Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

To the City:

Mr. Christopher Melton,
Equipment Maintenance Division
1300 Perdido Street, Suite 9E06
New Orleans, LA 70112
&
City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

To the Ambulance Network: Joseph Harary, President
Ambulance Network, Inc.
10-20 South Spring Street
Elizabeth, NJ 07201

B. **Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. **Notification of Change.** Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE IV - 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 27th of January, 2022

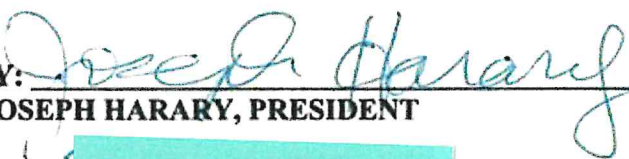
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorian

AMBULANCE NETWORK, INC.

BY: 

JOSEPH HARARY, PRESIDENT

FEDER 

(Appendix A on the following page)