K22-1337

BID CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MDL ENTERPRISES, LLC

BID PROPOSAL NO. 2513
SUPPLEMENTAL EQUIPMENT FOR SPECIAL EVENTS - BUSES

THIS CONTRACT (the "**Contract**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**") and MDL Enterprises, LLC, represented by Michael D. Lee, Owner (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party**" or collectively as the "**Parties.**" The Contract is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City issued an Invitation to Bid No. 2513 on September 30, 2022, soliciting bids to obtain a requirement(s) contract for Supplemental Equipment for Special Events - Buses (the "**ITB**"); and

WHEREAS, the Contractor submitted the lowest responsive bid in response to the ITB and the City desires to award the Contract to the Contractor.

NOW THEREFORE, the City grants and confirms to the Contractor the Contract to provide Supplemental Equipment for Special Events -Buses to the City under the ITB, and the City and the Contractor, for good and valuable consideration, agree as follows:

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 October 11, 2022 (the "**Bid**").

II. THE CITY'S OBLIGATIONS

The City will pay the Contractor at the rate 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.

Total Hourly Rate for Passenger Bus with Operator	
One (1) Passenger Bus and Operator	$95.00 per hour

III. THE SURETY'S OBLIGATIONS

A. ***Performance Bond.*** *United States Fire Insurance Company,* (the "**Surety**") intervenes in this Contract and binds itself as surety for the faithful performance of all work required of the Contractor by this Contract in the full sum of $15,000.

B. ***Acknowledgement of Contract.*** The Surety represents and warrants that it has fully read and understands the terms of this Contract, including all incorporated documents.

C. ***Survival and Validity of Bond.*** The Surety's bond shall remain in full force and effect, and shall survive the termination of this Contract, but shall become null and void if the Contractor: (1) well and faithfully performs all and singular the obligations assumed by the Contractor in this Contract; (2) fully secures and protects the City, its legal successor and representatives, from all loss or expense of any kind, including premises, including all costs of Court and attorneys' fees, made necessary or arising from the failure, refusal or neglect of the Contractor to comply with all of the obligations assumed by it; and (3) promptly delivers all the work required by the Contract to the City, free from any and all claims, liens and expenses. The obligations of the Surety will not be affected in any way by any modifications, omissions, or additions in or to the terms of this Contract, the plans or specifications, or in the manner and mode of payment.

IV. 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 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 Contract 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 persons, other than a bonafide 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 of subsequent default or breach.

D. ***Entire Contract***. This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, weather oral or written, are superseded by this Contract and are without effect to very 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 documents(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 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.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

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

CITY OF NEW ORLEANS

BY: ______________________________
LATOYA CANTRELL, MAYOR

Executed on this 24 **of** January**, 2023.**

FORM AND LEGALITY APPROVED:
Law Department

By: ______________________________

Printed Name: Tracy Tyle

MDL ENTERPRISES, LLC

BY: ______________________________
MICHAEL D. LEE, OWNER

[redacted]
TAX I.D.

UNITED STATES FIRE INSURANCE COMPANY

BY: ______________________________
AGENT OR ATTORNEY-IN-FACT

PRINTED NAME: Kevin R. Wojtowicz, Attorney-In-Fact

[PERFORMANCE BOND AND ORIGINAL POWER OF ATTORNEY MUST BE ATTACHED TO THIS CONTRACT]

PERFORMANCE BOND
Annual Form

United States Fire Insurance Company
305 MADISON AVENUE, MORRISTOWN, NJ 07960

Bond No. 606-103618-5

KNOW ALL BY THESE PRESENTS, That we MDL Enterprises, LLC, as Principal, and United States Fire Insurance Company, of 305 MADISON AVENUE, MORRISTOWN, NJ, 07960 authorized to do business in the State of Louisiana, as Surety, are held and firmly bound unto City of New Orleans, as Obligee, in the maximum penal sum of Fifteen thousand and 0/100 Dollars ($ 15,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee entitled BID PROPOSAL NO. 2513 SUPPLEMENTAL EQUIPMENT FOR SPECIAL EVENTS - BUSES, for the purpose of BID PROPOSAL NO. 2513 SUPPLEMENTAL EQUIPMENT FOR SPECIAL EVENTS - BUSES (hereinafter referred to as the Contract), which Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform its obligations as set forth in the Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, this Bond is subject to the following express conditions:

1. This Bond shall be effective for the definite period of January 24, 2023 to January 24, 2024 (annual period). This Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The Contract has a term ending January 24, 2024 ("Contract Expiration Date"). Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond the Contract Expiration Date.
3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
4. No action, suit or proceeding shall be brought against the Surety on this instrument unless such action, suit or proceeding is brought within one year from termination or expiration of this Bond. If the provisions of this paragraph are prohibited by law, the minimum period of limitation available to the Surety as a defense under applicable law shall apply.
5. Any notice made under this Bond shall be made in writing to the Surety at the following address: United States Fire Insurance Company 305 MADISON AVENUE, MORRISTOWN, NJ 07960 , Attn: Bond Claim.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 24 day of January, 2023.

MDL Enterprises, LLC

By: Michael D. Lee, Principal

United States Fire Insurance Company

By: K

Kevin R. Wojtowicz, Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0092523

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Kevin R. Wojtowicz, Laura D. Mosholder

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H D'Alessio

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 24 day of January 20 23

UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright, Senior Vice President