

Public Release Report

2016 – 0006

Security Services Contracting in 2015

# OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH



**PUBLIC RELEASE**

**INVESTIGATION**

SECURITY SERVICES CONTRACTING IN 2015

**2016-0006**

REVIEW  
ISSUED 8/10/2017



OFFICE OF INSPECTOR GENERAL  
JEFFERSON PARISH

DAVID N. MCCLINTOCK  
INSPECTOR GENERAL



DATE: 08/10/2017

TO: The Citizens of Jefferson Parish

FROM: David McClintock, Inspector General

REF: Review #2016-0006 Security Services Contracting in 2015

Honorable Chair and Members of the Ethics and Compliance Commission:

The Jefferson Parish Office of Inspector General (JPOIG) performed an investigation of the Parish's procedures, methods and practices surrounding the expanded engagement of New Era Technologies in 2015. The review focused on the contract extension to New Era for security services that were previously procured through competitive bidding. Total value of the amendment for services is \$794,125. Invoicing and payments reviewed indicated that payments for labor and services were not always sufficiently supported.

The investigation identified four findings: 1) deficiencies in competitive contracting, 2) lack of sufficient detail supporting payments made to the contractor, 3) circumvention of legal and contracting controls, and 4) substandard contract language regarding billings and payments.

A Confidential Draft Audit Report was provided on 11/10/2016. The Parish Administration submitted a response that agreed with the first finding citing deficiencies in competitive contracting and disagreed with the remaining findings regarding the lack of contracting and payment processing controls. The response is included in this report as Attachment I.

Based upon the response, the JPOIG believes that critical elements of the report were not fully understood or appreciated. Although the JPOIG reached out to the Administration over several months (December 2016 through March 2017), the Administration did not respond cooperatively to these efforts at communication, nor did the Administration offer any corrective action plans to address the reported issues.

Notwithstanding the Administration's unwillingness to meet with the JPOIG, the JPOIG conducted an additional review based upon the Administration's response. The additional review reaffirmed the JPOIG's findings as summarized below:

**Finding #1:** Jefferson Parish contracted for security services through a material amendment to the existing computer services contract with New Era without a competitive procurement process as required by JPCO §2-895.

The Parish Administration agreed the amendment (which was executed during the prior administration) should have been subject to a competitive procurement process, and a Request for

Proposal (RFP). The current Administration corrected the noncompliance by soliciting proposals through public advertisement.

**Finding #2:** Certain invoices from New Era Technologies for security services did not include sufficient detail or adequate documentation to facilitate an audit or verify services rendered.

The Parish Administration did not concur.

**Finding #3:** The use of an amendment in lieu of a competitive procurement process subverted controls intended to ensure that the contracting action met all established legal and procurement requirements prior to Council review and approval.

The Parish Administration did not concur.

**Finding #4:** Neither the prior contract for security services nor the amended contract with New Era Technologies for security services contained any invoice documentation requirements.

The Parish Administration did not concur.

The failed procurement outlined in the report is the direct result of inadequate contracting controls. The decision to award New Era Technologies with a distinctly new scope of services through an amendment was not prevented by any existing controls. The result was that the \$794,000 amendment designated a new scope of work, but failed to establish meaningful payment terms and invoicing criteria. Further, as the amended scope of work was new, the type of work and services were not adequately covered under the original payment and invoicing terms in the original New Era Technologies contract. The result was that:

- a. A contract service cap of \$160,000 was paid in its entirety by dividing the total service cap amount into 12 monthly installments.
- b. Invoices were paid as much as 90 days in advance of services being performed.
- c. Detailed documentation for labor and installation costs were not required for payment nor was support for the payments available from either the contracting department or Finance/Accounting. Invoices do not show when the work was performed, by whom, or where the work was performed.
- d. A substantial portion of the amount authorized (\$774,725) was paid under an improper procurement, with an inadequate payment/invoicing process.

A corrective action plan is needed. The existing recommendations call for the inclusion of a procurement review of certain contract amendment actions to supplement a legal review. Additionally, all contracts and valid amendments should include mandatory language relating to payment terms and documentation for invoicing.

Please also be advised that a synopsis of the report, the findings and responses will be made available to the general public.

I encourage the Parish Council to consider requiring an action plan to evaluate contract amendments are evaluated for compliance with the Parish's procurement protocol. All contracts should include invoice criteria and specific terms for payment. We remain available for discussion.

Respectfully,



David McClintock

cc:

Michael S. Yenni, Parish President  
Chairman Chris Roberts, At-Large "A"  
Councilwoman Cynthia Lee-Sheng, At-Large "B"  
Councilman Ricky J. Templet  
Councilman Paul D. Johnston  
Councilman Mark D. Spears, Jr.  
Councilwoman Jennifer Van Vrancken  
Keith A. Conley, Chief Operating Officer

**Security Services Contracting in 2015**  
**JPOIG PROJECT NUMBER: 2016-0006**  
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# OFFICE OF INSPECTOR GENERAL JEFFERSON PARISH

DAVID N. McCLINTOCK  
INSPECTOR GENERAL



## EXECUTIVE SUMMARY

In accordance with JPCO §2-155.10 (11) (a), the Jefferson Parish Office of Inspector General (“JPOIG”) has completed an investigation of security services contracting activity in 2015.

### Objectives

The objectives of this investigation were to provide assurance that the security services contracted under RFPs 0248 and 0249 were in compliance with Jefferson Parish laws and regulations, and applicable procurement policies and procedures. The objectives were performed through a review of the following:

- Council action authorizing Request for Proposal (RFP 0248) for security card access equipment and services, for Department of General Services.
- Council action selecting Stanley Convergent Security Solutions and related documents, including evaluation of proposers and subsequent amendments to contract to provide security card access equipment and services.
- Council action authorizing Request for Proposal (RFP 0249) for computer support for MIS and EIS Department.
- Council action selecting New Era and related documents, including evaluation of proposers and subsequent amendments to contract to provide computer support.
- Council action authorizing the New Era contract to provide security system services to Department of General Services via amended contract.
- Non-professional service contract process for compliance with relevant Jefferson Parish Ordinances.

### Investigation Results

Based upon the audit objectives, we reached the following conclusions:

Our review determined that Jefferson Parish improperly contracted for security services. This contact was completed through an amendment to a substantially different contract with New Era without an RFP process. In the past, the Parish had utilized the RFP process for this work and established security services as its own separate contract. The Parish did not comply with JPCO §2-895 which states that the RFP process shall be used to obtain non-professional services costing \$15,000 or more. The Parish’s contract amendment for security services exceeded the cap set by the ordinance by \$779,000. The Parish’s lack of an RFP process denied the public a more competitive bid as well as a fair and transparent awarding of Parish work.

JPOIG also reviewed invoices from both security vendors, Stanley Convergent Security Services, Inc., and New Era Technologies. Invoices from New Era did not typically include sufficient detail or adequate documentation to facilitate an audit or support verification of services rendered.

## **Recommendations**

1. As a steward of public funds, the Parish is required to maintain legal, transparent and consistent handling of contracts; together with ensuring compliance with established Parish ordinances. In that regard, Jefferson Parish should establish a procurement and legal review process for all potential contracts and amendments to ensure that they meet all established legal and procurement requirements prior to council review and approval.
2. Jefferson Parish should require sufficient detail and adequate documentation of services rendered prior to the payment of vendor invoices.
3. Jefferson Parish should include in its legal and procurement review of any proposed contract a determination that the plan for contract administration is adequate, and the appropriate Parish Department Head is authorized and aware of his or her contract administration responsibilities. This determination should be made prior to Council approval of the contract.
4. Jefferson Parish should include in its legal and procurement review of any proposed contract adequate invoicing documentation requirements as standard contract language prior to Council approval of the contract.

Items are discussed more fully in the Findings and Recommendations sections of this report. Any detected instances of fraud, waste, abuse, or contractual noncompliance were identified and investigated as necessary. However, due to the nature of the above findings, the JPOIG cannot provide absolute assurance that fraud, waste or abuse did not occur.

Findings, best practices, and recommendations will be communicated to all appropriate individuals. The JPOIG is willing to assist in the development of appropriate corrective action plans as well as suggest process improvements or additional management controls, if requested.



OFFICE OF INSPECTOR GENERAL  
JEFFERSON PARISH

DAVID N. McCLINTOCK  
INSPECTOR GENERAL



Date of Report: 08/10/2017	<b>PUBLIC RELEASE INVESTIGATION</b>	Case #2016-0006
Timeframe: 08/08/2012 - 09/30/2016	<b>Report By:</b> Amy Benoit	Status: FINAL
Subject of Investigation <ul style="list-style-type: none"> <li>Award of nonprofessional services without competitive proposals</li> </ul>		

**I. INTRODUCTION AND SCOPE**

**A. Introduction**

This is an investigative report relating to the amendment of a current contract with New Era Information Technologies, LLC (hereinafter “New Era”) to provide “security services.” The investigation was opened as a result of an anonymous complaint received by phone. Pursuant to JPCO §2-155.10(11) (a), the Jefferson Parish Office of Inspector General (hereinafter “JPOIG”) initiated an evaluation and review of the amendment to the New Era contract, and in connection with this, a review of prior contracts relating to these services and the process utilized by the Parish to secure vendors.

The contract amendment resulted in certain “security services” previously performed under contract with Stanley Security/Stanley Convergent Security Solutions, Inc. (hereinafter “Stanley Convergent”).<sup>1</sup> Stanley Convergent contracted with the Parish to provide the services following a competitive Request for Proposal process mandated by Parish ordinance. The amendment to the New Era contract to provide security services by-passes the Request for Proposal process.

**B. Scope**

The JPOIG’s investigative scope for this review was as follows:

1. Review Council action authorizing Request for Proposal (RFP 0248) for security card access equipment and services, for the Department of General Services.
2. Review Council action selecting Stanley Convergent Security Solutions and related documents, including evaluation of proposers and subsequent amendments to contract to provide security card access equipment and services.
3. Review Council action authorizing Request for Proposal (RFP 0249) for computer support for MIS and EIS Department.
4. Review Council action selecting New Era and related documents, including evaluation of

<sup>1</sup> Stanley Convergent Security Solutions, Inc. is a non-Louisiana corporation with its principal base of business in Naperville, IL.

proposers and subsequent amendments to contract to provide computer support.

5. Review Council action authorizing contract New Era contract to provide security system services to the Department of General Services via amended contract.
6. Review non-professional service contract process for compliance with relevant Jefferson Parish Ordinances.

## II. **BACKGROUND**

### A. Procurement of Non-professional Services

The Parish's process for selecting persons to provide non-professional services is set by ordinance in the Jefferson Parish Code of Ordinances (JPCO) Article VII, Division 2, *Uniform Purchasing Procedures*.<sup>2</sup> JPCO §2-895 - Request for Proposal (RFP) Process mandates the following:

“The following request for proposal (RFP) process **shall** be used to obtain nonprofessional service(s) or nonstandard item(s) costing fifteen thousand dollars (\$15,000.00) or more when the competitive sealed bid process is not practical, not required by state law, nor advantageous to Jefferson Parish. (emphasis added)

Invitations to submit proposals are advertised and noticed by the Parish at the authority and direction of the Parish Council via resolution.<sup>3</sup> JPCO §2-895 (3), Preparation and elements of the RFP, establishes basic elements for a RFP as follows:

1. A defined description of the items and/or services to be procured, or “statement of work,”
2. the specific time and date after which proposals will not be accepted;
3. desired experience in the line of work or service under consideration;
4. staff capability with resumes requested from key individuals;

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<sup>2</sup> See for comparison JPCO §2-926 which sets forth a separate process for engaging and contracting with professionals, including by way of example accountants, architects, claims adjusters, doctors, dentists, engineers, landscape architects, land surveyors, and lawyers. JPCO § 2-926 defines Professional Services as follows:

Professional services means work rendered by an independent contractor who has a professed knowledge of some department of learning or science used by its practical application to the affairs of others or in the practice of an art founded on it, which independent contractor shall include but not be limited to accountants, architects, claims adjusters, doctors, dentists, engineers, landscape architects, land surveyors, lawyers, and veterinarians. A profession is a vocation founded upon prolonged and specialized intellectual training which enables a particular service to be rendered. The work "professional" implies professed attainments in special knowledge as distinguished from mere skill. Professional services shall include consulting services rendered by ei-ther(sic) individuals or firms who possess specialized knowledge, experience, and expertise to investigate assigned problems or projects and to provide counsel, review, design, development, analysis, or advice in formulating or implementing programs or services, or improvements in programs or services, including but not limited to such areas as management, personnel, finance, accounting, planning, data processing, and advertising contracts.

<sup>3</sup> See JPCO §2-895 (4)

5. essential information, including delivery dates, critical timeframes;
6. specific evaluation criteria that will be used to evaluate proposals.

Responsive proposals are evaluated by an Evaluation Committee against the criteria set out in the advertisement, and are scored.<sup>4</sup> The results of the evaluation are communicated to the Parish who, by resolution, selects the vendor to perform the services and authorizes the negotiation of the contract.<sup>5</sup> Once the terms of the contract have been negotiated with the successful vendor, the Council, by resolution, authorizes the “ratification of the contract” as negotiated and signed.<sup>6</sup>

**B. Request for Proposal No. 0248 -- Security Access Hardware and Software System and Maintenance**

On 01/25/2012, Resolution # 118298 was passed by the Jefferson Parish Council (hereinafter “Council”) to advertise for qualified proposers who are interested in providing equipment and maintenance of a “security system” including the following:

- card swipe,
- audio and/or visual equipment,
- computer equipment (hardware and software),
- cameras,
- card access,
- associated primary and peripheral equipment.

Proposals were received and evaluated. On 05/09/2012, Resolution # 118825 was passed by the Council selecting Stanley Convergent. The terms and conditions of the contract were negotiated, and on 08/08/2012, the Council passed Resolution #119369 authorizing a three-year contract with Stanley Convergent for a sum not to exceed \$2,367,456. See Attachments B & C respectively.

The executed contract provided that Stanley would perform the following work for equipment and maintenance of security:

...provide new equipment as needed and maintenance of an existing Lenel Access Control Hardware/Software (ACHS) and an Identification Management System Security System consisting of, but not limited to, Access Control Hardware/Software (ACHS), card swipe with and without code access, audio and/or visual equipment, computer equipment (hardware and software) and an Identification Management System including printers, cameras, access cards, and all associated primary and peripheral equipment needed to provide a full security system, as per the scope of services stated in the Request for Proposal (RFP).

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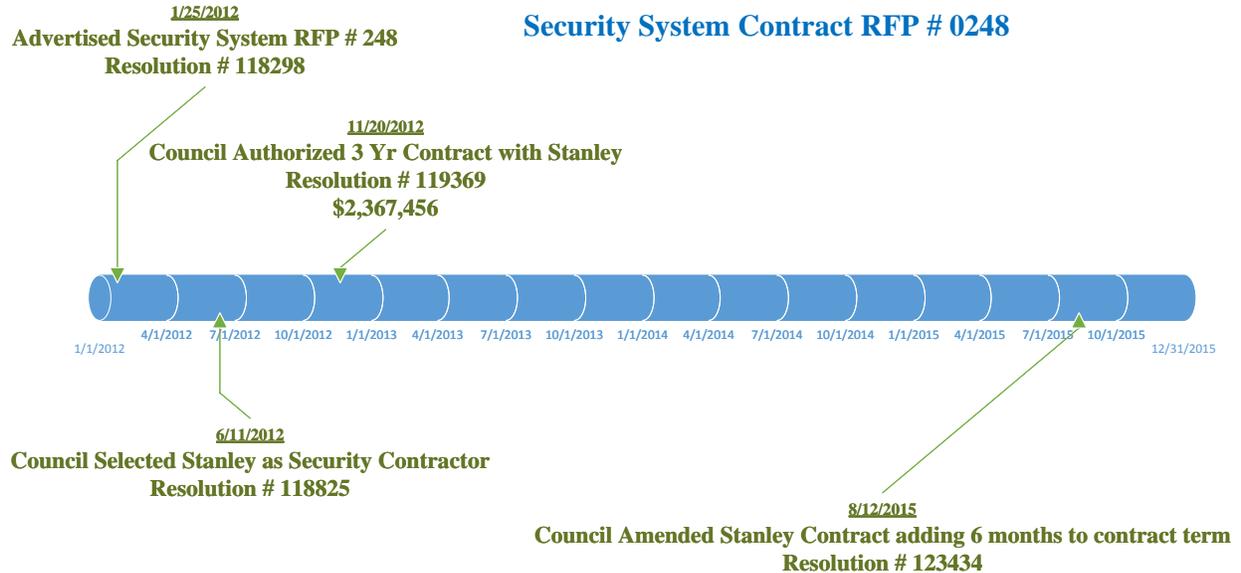
<sup>4</sup> JPCO §2-895 (7)

<sup>5</sup> JPCO §2-895 (8)

<sup>6</sup> JPCO §2-895 (9)

On 08/12/2015, Resolution # 125434 was passed authorizing an amendment to the Stanley Convergent contract, extending the term for an additional six months at a cost not to exceed \$82,513.50. See Figure 1 below and Attachment D.

**Figure 1**



**C. Request for Proposal No. 0249 -- Information Systems Support**

On 01/25/2012, Resolution # 118301 was passed by the Council to advertise for qualified proposers who are interested in providing:

- Network support, support for existing parish network and network equipment through services of technicians, Network and Server Technician, PC Technician, Oracle Database Administrator, Programmer, Project Manager.
- Software support, support for new software purchased by Parish.

Proposals were received and evaluated. On 07/25/2012, Resolution # 119212 was passed by the Council selecting New Era. The terms and conditions of the contract were negotiated. On 09/19/2012, Resolution # 119541 was passed authorizing a two-year contract with New Era.

The scope of this contract with New Era was “to provide supplemental computer services to support the MIS and GIS Divisions of the Electronic Information Systems Department.” The contract with New Era, executed on the 09/27/2012, outlined the scope of work as follows:

management of portions of MIS operations and projects, such as assisting MIS staff with network and PC issues, creating and implementing software applications, coordinating WAN connections, designing and implementing network configurations, and reviewing facility wiring with electrical and building contractors.

On 04/30/2014, Resolution # 122791 was passed extending the contract for two years or until 09/30/2016. (New Era Amendment # 1).

See Figure 2 below for a comparison of the RFP processes between January 2012 and September 2015 to competitively contract for security card access equipment and services and technology support:

**Figure 2**



**D. Information Systems Contract Amended To Include Security Access Hardware and Software System and Support, No RFP Request for Proposal No. 0249, Information Systems Support**

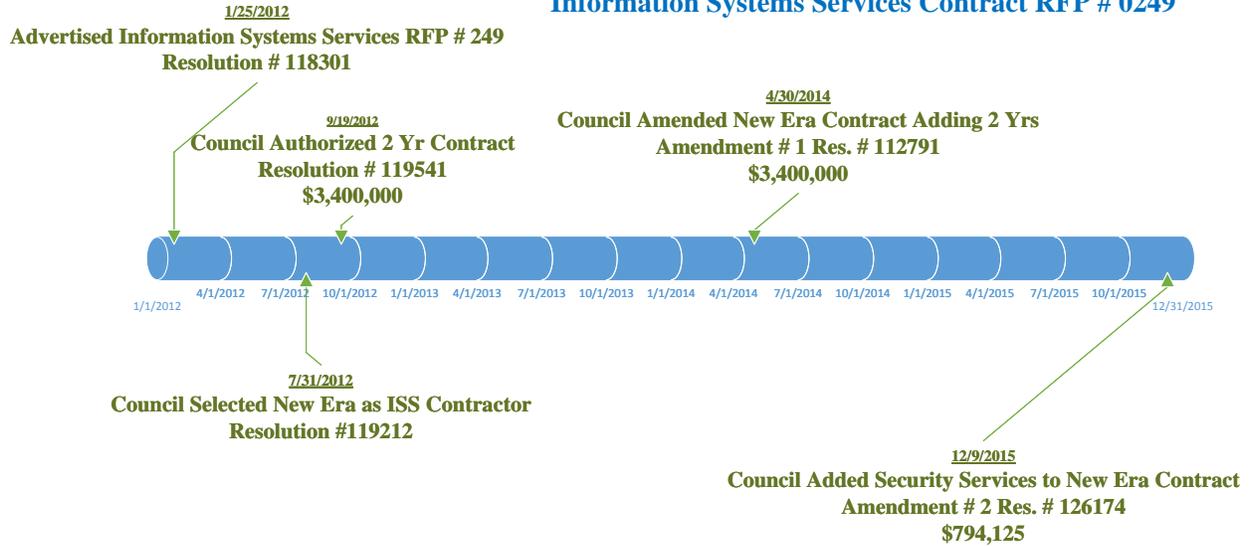
On 12/09/2015, Resolution # 126174 was passed authorizing an amendment to the (New Era Amendment #2). Executed amended contract provided that New Era would perform the following work for equipment and maintenance of security:

Provide equipment as needed to replace existing equipment which may become non-operational on an existing Lenel Access Control Hardware/Software (ACHS) and an Identification Management System Security System consisting of, but not limited to, Access Control Hardware/Software (ACHS), card swipe with and without code access, audio and/or visual equipment, computer equipment (hardware and software) and an Identification Management System including printers, cameras, access cards, and all associated primary and peripheral equipment needed to provide a full security system. An equal system to the existing system will be allowed. However, it will be the responsibility of the Contractor to replace all current equipment in order for the Security/ID Management Operations to remain the same or better than the existing system

The Parish’s contract with Stanley Convergent expired on 03/02/2016. See Figure 3.

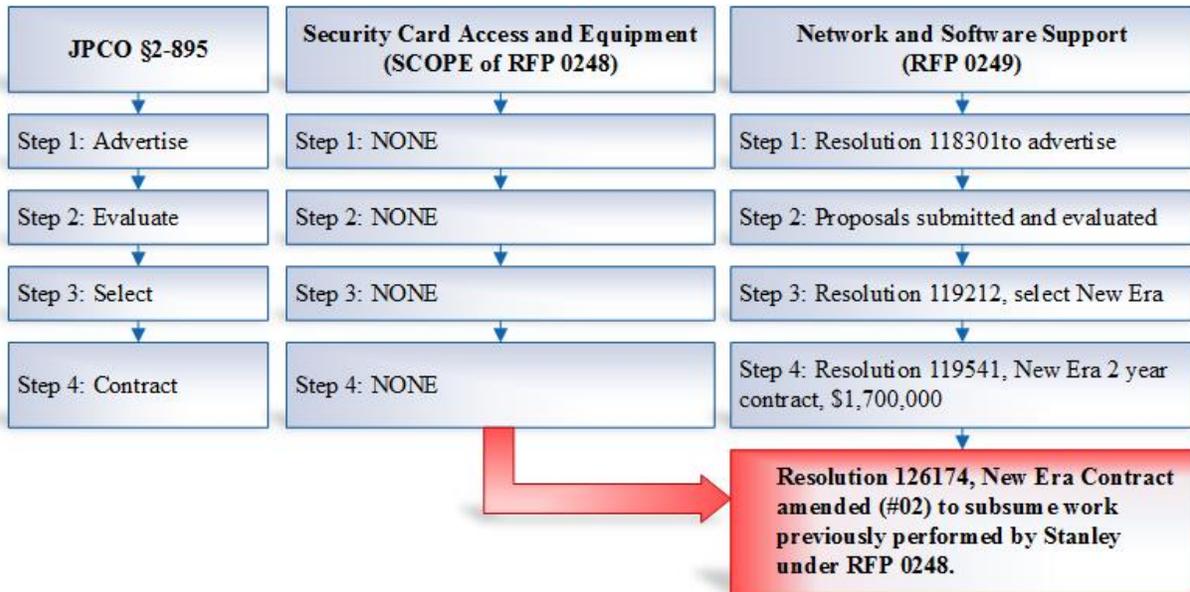
**Figure 3**

**Information Systems Services Contract RFP # 0249**



See Figure 4 below for a summary of the process used between September 2015 and the present to contract for security card access equipment and services and technology support:

**Figure 4**



**III. DATA ANALYSIS**

**A. New Era Amendment #2, Expanding Scope of Work without competitive process**

Through JPCO §2-895 the Parish established and mandated the use of a Request for Proposal process when evaluating qualified non-professionals for service contracts.

The core of this investigation relates to the scope of work expansion permitted for New Era via Amendment #2 to the 2012 New Era contract (hereinafter “New Era Amendment #2”). In essence, the Parish substituted a non-competitive contract amendment in lieu of a competitive RFP process. In doing so, the Parish effectively shifted work previously awarded competitively to Stanley Convergent in 2012 to New Era without competition via Amendment #2. The substitution of New Era Amendment #2 where the JPCO §2-895 requires the use of an RFP represents a violation of law.

The primary purpose of the RFP is to establish a baseline process to ensure fair process and enhance competition. The RFP process holistically seeks to ensure the proposed work is presented in sufficient detail to the public and interested vendors, that interactions between potential vendors and the Parish are transparent, uniform and fair, and that the evaluation and scoring are conducted in an unbiased and technical manner.

While not exhaustive, the following elements are reflected in the Parish’s RFP process:

- Requiring that the RFP include certain data:<sup>7</sup>
  1. a "statement of work" or "scope of service;”
  2. the specific time and date after which proposals will not be accepted;
  3. desired experience in the line of work or service under consideration (with requested references);
  4. staff capability with resumes requested from key individuals who will complete work or provide service under any ensuing agreement;
  5. essential information including but not limited to delivery dates, critical timeframes within which work must be completed and specific terms and conditions applicable to the RFP;
  6. the specific evaluation criteria that will be used to evaluate the proposals;
  7. pricing or cost of the item(s) or service(s) to be procured in defined format to allow like comparison and/or line item cost analysis.
- Requiring public notice by advertising the same in the official journal of the Parish, a minimum of one (1) time each week for not less than three (3) consecutive weeks.<sup>8</sup>
- Permitting proposers to submit written questions and correspondence in accordance with the schedule defined in the approved RFP.<sup>9</sup>
- Requiring written responses due at a set time and in an established format.<sup>10</sup>

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<sup>7</sup> Id. at (3).

<sup>8</sup> Id. at (4).

<sup>9</sup> Id. at (5).

<sup>10</sup> Id. at (6).

- Requiring individual assessment and scoring of responses by an established evaluation committee; and the separate opening, review and scoring of pricing components.<sup>11</sup>
- Established procedure for the results to be incorporated in a resolution to the Parish Council for selection of a potential vendor in accordance with certain scoring protocol and directing the Parish administration to negotiate favorable contractual terms in accordance with the scope of the RFP and the proposer's written proposal.<sup>12</sup>
- Clearly established access to records via the Louisiana Public Records Act enhancing transparency.<sup>13</sup>

The use of New Era Amendment #2 resulted in a significant and substantive expansion of the scope of work set forth in the 2012 New Era contract. Notably, this expanded scope of work was specifically acknowledged by the Parish on 09/21/2016, in Resolution # 127893 extending the contract with New Era as follows:

WHEREAS, pursuant to Resolution No. 126174, adopted on December 9, 2015, Amendment No. 2 was ratified, which increased the scope of services to include equipment and maintenance for a security system for the Department of General Services;

New Era Amendment #2 is plainly securing “nonprofessional services” subject to the RFP process. This is supported by the nature of the original 2012 New Era contract (from which New Era Amendment #2 stems) that was itself classified as a nonprofessional services contract, secured through an RFP process.

The JPOIG’s review of the “scope of services to be performed” under the original 2012 New Era contract and those included within the New Era Amendment #2 reveals little overlap. It appears that in 2012 the Parish had previously assessed the correct procurement method as that of an RFP as opposed to a non-competitive contract amendment, much less an amendment to an existing contract with a discernably different scope of work. Further, we see no meaningful correlation that would support the use of an amendment or would inhibit the use of a competitive RFP process as is required by JPCO §2-895.

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<sup>11</sup> Id. at (7).

<sup>12</sup> Id. at (8).

<sup>13</sup> Id. at (10).

## **B. Authorizing Expenditures up to \$800,000 Without Competitive Proposal Process**

The RFP process is a competitive process with the stated goal of providing a means for the Parish to “procure nonprofessional service(s) and/or nonstandard item(s)” at terms “most advantageous” to the Parish of Jefferson considering period of performance, type of agreement, price, and quality of the service(s) and/or item(s) to be procured, JPCO §2-895.

By authorizing New Era Amendment #2 to expand scope of services previously awarded under the RFP process to Stanley, the Parish authorized the expenditure of up to \$800,000 without competitive process, including but not limited to an evaluation of whether New Era could perform these functions as contemplated by JPCO §2-895. The very purpose of the RFP process is to aid the Parish in ensuring that it receives the services or nonstandard items in a manner that is “most advantageous to the Parish.”<sup>14</sup>

New Era Amendment #2, Section 2, which authorizes expenditures totaling \$794,000:

21.0 Pricing – Contractor agrees to provide all services and maintenance of the security system at a cost not exceed \$160,000.00 per year. The total cost for an embedded technician to perform additional programming, access control and video software data input, updates and software clean-up shall not exceed 325 hours per year at a rate of \$105.00 per hour for a total of \$34,125.00 per year. The total cost for all additional installation of new equipment shall not exceed \$600,000.00 per year.

The authority of Jefferson Parish departments, in this case the Department of General Services, to procure nonprofessional services or nonstandard items by RFP “shall be by formal resolution adopted by the Jefferson Parish Council.”<sup>15</sup>

## **C. Amending Contracts, outside of RFP process**

In stark contrast to the RFP process, the procedural components required to “amend” an existing contract are simplistic and often intended to satisfy parliamentary necessities. Resolution # 126174, which was submitted to the Council for the purpose of authorizing New Era Amendment #2, is set forth below and is illustrative of the elements necessary to meet the parliamentary requirements. Neither the contract amendment process nor the resolutions used to implement them are intended to facilitate competition. As such the process does not include open solicitation or transparent and unbiased evaluation for value.

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<sup>14</sup> Id. at (1).

<sup>15</sup> Id. at (2).

The elements necessary for an effective contract amendment through resolution include:

- identifying the contract to be amended,
- setting forth any prior amendments,
- that the contractor and the Parish have agreed to an extension,
- the nature of the extension, and
- the funding source.

Upon approval by the Parish Council in an open session the amendment is effective. Typically, the Parish Administration will have previously drafted the actual amendment language setting forth the specific scope of work, maximum value, etc. as set forth above. Thus, the process and use of an amendment effectively serves to circumvent the elements of competition.

On joint motion of all Councilmembers present, the following resolution was offered:

**RESOLUTION NO. 126174**

A resolution ratifying Amendment No. 2 to the professional services contract with New Era Information Technologies, L.L.C. to provide additional equipment and maintenance for a security system for Jefferson Parish. (Parishwide)

**WHEREAS**, a two year contract, number RP-249, between Jefferson Parish and New Era Information Technologies, L.L.C., dated September 27, 2012 to provide supplemental computer services to support the MIS and GIS Divisions of the Electronic Information Systems Department was ratified by Resolution No. 119541, and adopted September 19, 2012; and

**WHEREAS**, Amendment No. 1 to provide a two (2) year extension of the contract with a new termination date of September 30, 2016, was ratified by Resolution No. 122791, adopted on April 30, 2014; and

**WHEREAS**, Contractor and the Parish have agreed to amend the contract to add equipment and maintenance for a security system for the Department of General Services; and

**WHEREAS**, it is in the best interest of Jefferson Parish to amend the contract with New Era Information Technologies, L.L.C.

**NOW, THEREFORE, BE IT RESOLVED**, by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as the governing authority of said Parish:

**SECTION 1.** That Amendment No. 2 to the professional services contract with New Era Information Technologies, L.L.C. to provide additional equipment and maintenance for a security system is hereby ratified.

**SECTION 2.** That all costs associated with Amendment No. 2 shall be taken from Account No. 63560-3968-7432.3.

**SECTION 3.** That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is authorized to sign any and all documents to enforce this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

**YEAS: 7**

**NAYS: None**

**ABSENT: None**

The resolution was declared to be adopted on this the **9<sup>th</sup> day of December, 2015.**

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY

  
EULA A. LOPEZ  
PARISH CLERK  
JEFFERSON PARISH COUNCIL

Stanley Convergent System Contract (RFP No. 0248)

The Parish appears to have followed applicable procurement procedures regarding the RFP process and selection for the original 07/23/2012 Stanley Security System Contract and in an Amendment authorizing the six month extension of the contract on 08/12/2015. The value of the contract and the extension was \$2,449,969.50. See Table # 1.

New Era Computer Services Contract (RFP No. 0249):

The Parish appears to have followed its procurement procedures regarding the RFP process for the 2012 New Era computer services contract, as well as, in the execution of Amendment #1 in April of 2014 authorizing a contract extension.

*AMENDMENT #2*

Amendment #2 functionally expanded the scope of the contract through its inclusion of hardware and software to manage identification, physical access, and surveillance as shown more fully in the background section above. The expanded scope of work is not closely tied to the scope of the initial contract and demonstrates a definable and discernable area upon which a competitive process would benefit the Parish. The feasibility of a competitive bid process is demonstrated

most clearly by the use of an RFP process to secure the service over the preceding 3 plus years when the contract was awarded to Stanley Convergent.

The value of the contract and the two extensions was \$7,594,125.00.

**D. FINANCIAL ANALYSIS**

The subversion of the RFP process adversely affected internal controls. Invitations to submit proposals are advertised and noticed by the Parish at the authority and direction of the Parish Council via resolution. JPCO §2-895 (3), Preparation and elements of the RFP, establishes basic elements for a RFP as follows:

1. A defined description of the items and/or services to be procured, or “statement of work,”
2. the specific time and date after which proposals will not be accepted;
3. desired experience in the line of work or service under consideration;
4. staff capability with resumes requested from key individuals;
5. essential information, including delivery dates, critical timeframes;
6. specific evaluation criteria that will be used to evaluate proposals.

When the Parish acted to undermine the RFP process, it also resulted in a lack of necessary detail in New Era’s invoicing. A review of the invoices submitted under Stanley Convergent provided more referential data within the detail portion of their submissions than that seen under New Era. Ensuring that sufficient detail is included to permit verification of services rendered and goods supplied is required to constitute an auditable invoice. The obligation to ensure auditability is that of the Parish exercised through the approving department (General Services) and the Department of Finance who processes the disbursement. The deliverables detail outlined in the original RFP for Security Services (RFP 0248) were not necessarily reflected in the amended Computer Services contract, resulting in expectations and results that cannot be determined.

Stanley Convergent Contract

The Stanley contracted amounts are as follows:

*Table 1*

STANLEY CONVERGENT SECURITY								
Contract# RP00000248								
Order	Purpose	Resolution	Council Approval	Start Date	End Date	Time	Contract Amount	Description
Original	Contract	119369	8/8/2012	9/3/2012	9/2/2015	3 years	\$ 2,367,456.00	Security Services
Amend. 1	Add Time	125434	8/12/2015	9/2/2015	3/2/2016	6 mos	\$ 82,513.50	Security Services
							<b>\$ 2,449,969.50</b>	
Amount Paid Through 09/30/2016							<b>\$ 1,604,631.76</b>	

Using the above data, the annualized contract value of the base security services contract computes to \$789,152 per year, calculated as follows; total base contract amount of \$2,367,456, divided by 3 years. This annualized amount, can be compared with the annualized amount for security services that was provided in the subsequent vendor (New Era’s) contract.

Stanley Convergent Invoices

Stanley Convergent’s invoices provided more referential data within the detail portion of their submissions. Included are a service location, a brief description of work completed, a request number, requestor, and a completion date. It is reasonable to assume that with this information some verification of the work can be completed.

The original service request can be utilized to review invoiced amounts.

		<b>Stanley Convergent Security Solutions, Inc.</b>		<h1>Invoice</h1>	
<b>REPAIR INVOICE</b>		PAY BILLS ONLINE with free eAccountManager <a href="http://www.stanleycss.com/eservices.html">www.stanleycss.com/eservices.html</a>		<b>YOUR INVOICE AT A GLANCE</b>	
JEFFERSON PARISH GEN. GOVERNMENT BLDG. 726 ATTN: ANTHONY FRANCIS PO BOX 9 GRETNA, LA 70054  REQ # 60-0533132 P.O. # 15-0030679				Invoice Date: 12/29/2015 Account Number: 71999525199 Invoice Number: 13061004 Invoice Amount(USD): \$4,450.00 Page Number: 1 of 1 <b>PAYMENT DUE DATE: UPON RECEIPT</b>	
				<b>FOR INQUIRIES</b> Phone: 1-877-476-4968; for billing inquiries select option 4  Mail: Stanley - Accounts Receivable 1620 Kuebel St, Ste 4 Harahan, LA 70123  Online: <a href="http://www.stanleycss.com">www.stanleycss.com</a>	
Federal Tax ID # 20-1044050		Data Universal Numbering System (DUNS) # 00-115-2461		Provider of  Products and Services <small>Invoicing services. Audit Products and Services are offered separately by individual Partners.</small>	
<h2>Detail</h2>					
INSTALLATION #	DESCRIPTION OF SERVICE			AMOUNT DUE	
71999525781	STANDARD LABOR JEFFERSON PARISH 1546 GRETNA BLVD GRETNA LA 70053 <b>15-0030679</b> SERVICE REQUEST #8541108 SERVICE REQUESTED BY: REVV DATE COMPLETED: 12/29/2015			4450.00	
	TOTAL AMOUNT				\$4,450.00
NOTES →	MOVED CAMERA PER QUOTE REMOVED AND REINSTALLED 4 CAMERAS ON THE GYM MONITORING THE PARKING AREA TO FENCE ADJACENT TO THE BUILDING				
				TOTAL DUE (USD)	\$4,450.00
STANLEY SECURITY REMINDS YOU OF THE IMPORTANCE OF REGULARLY TESTING YOUR ALARM SYSTEM TO MAKE SURE THAT IT IS COMMUNICATING PROPERLY WITH OUR MONITORING CENTER. SIMPLY CALL OUR MONITORING CENTER AT 877-476-4968 TO TEST YOUR SYSTEM. YOU WILL NEED TO PROVIDE YOUR PASSCODE/PASSWORD TO PUT YOUR SYSTEM INTO TEST. ONCE IN TEST MODE, ARM YOUR SYSTEM AND TRIGGER AN ALARM. ALLOW THE SIREN TO SOUND FOR 60 SECONDS BEFORE DISARMING YOUR SYSTEM. CALL THE MONITORING CENTER BACK AT 877-476-4968 AND PROVIDE YOUR NAME AND PASSCODE/PASSWORD FOR THE RESULTS OF YOUR TEST.					

Stanley Convergent’s contract does not give specific guidelines for the invoicing of individual projects. The lack of contractual documentation requirements within the invoicing process prevents the Parish from conducting a meaningful review of invoiced amounts.

## New Era Contract

The New Era RFP 0249 contracted amounts are as follows:

*Table 2*

NEW ERA INFORMATION TECH								
Contract# RP00000249								
Order	Purpose	Resolution	Council Approval	Start Date	End Date	Time	Contract Amount	Description
Original	Contract	119541	9/19/2012	10/1/2012	10/1/2014	2 years	\$ 3,400,000.00	Computer Services
Amend. 1	Add Time	122791	4/30/2014	10/1/2014	9/30/2016	2 years	\$ 3,400,000.00	Computer Services
Amend. 2	Add Scope	126174	12/9/2015	12/9/2015	9/30/2016		\$ 794,125.00	Security Services
							<b>\$ 7,594,125.00</b>	
Amount Paid Through 09/30/2016							<b>\$ 5,732,833.75</b>	

In the first two years, from 10/1/2012 to 10/01/2014, \$3,400,000 was for computer services only. The annualized amount for this period is \$1,700,000. In the third year, this amount remained the same. In the fourth year, the contract was amended by a total of \$794,000 which represented the additional security services added to the contract. The result of the additional funding brought the annualized contract value for the fourth year to \$2,494,000, an amount comparable to the expenditure seen under the previous security services vendor. New Era's Amendment #2 for security services in the amount of \$794,000 can be closely measured against the previous vendor's (Stanley Convergent) contract amount of \$789,152.

## New Era Invoices

Invoices submitted by New Era lacked basic data that would be required to determine their validity. The following invoice from December of 2015 demonstrates some of these issues. This invoice represents billing for hours of service performed by New Era employees. There is no listing of dates/times or of even which New Era employees are performing the service. There are varying rates based on the activities performed; however, there is no data on the invoice that can be used to confirm that the appropriate level of New Era employees are performing the services billed. Additionally, there is no description of the problems or projects related to these hours, nor is there a specified timeframe stated in the invoice.

New Era's contract specifically states the following:

*"4.0 Recording Activity - Contractor staff work logs, in a form approved by the Director, shall be presented with Contractor invoices."*

*"22.0 Payment - Services provided to Parish by Contractor subject to this Agreement shall be accompanied by accurate invoices fully describing and itemizing all charges and costs to be paid by Parish."*

The invoices provided by accounting did not provide sufficient documentation to meet the requirements of the New Era contract. The Parish did not enforce the terms of the contract with New Era. Due to the Parish's disregard of the RFP process, Security Services were being invoiced by an IT and Software Company without the ability to delineate which services (information systems or security) were being paid. See representative invoice below:



# INVOICE

**New Era Information Technologies**

277 Plauche St  
Harahan, LA 70123

Invoice Number: 40262

Date: Dec 03, 2015

Customer #: 11101

<b>BILL TO</b>
Jefferson Parish 1221 Elmwood Pkwy Blvd New Orleans, LA 70123
Attn: Ridley Boudreaux

<b>AMOUNT DUE</b>
<b>\$ 73,783.75</b>

<b>TERMS</b>
Net 15

DESCRIPTION	ITEM	QTY	RATE (\$/mh)	AMOUNT (\$)
Jefferson Parish EIS (2nd Contract)	JP Network Support	264.5	80.00	21,160.00
Jefferson Parish EIS (2nd Contract)	JP Server Support	213.5	65.00	13,877.50
Jefferson Parish EIS (2nd Contract)	JP Oracle Administration	135.5	70.00	9,485.00
Jefferson Parish EIS (2nd Contract)	JP Programming	98.75	60.00	5,925.00
Jefferson Parish EIS (2nd Contract)	JP Desktop Support	200.5	40.00	8,020.00
Jefferson Parish EIS (2nd Contract)	JP Project Management	138.25	70.00	9,677.50
Jefferson Parish EIS (2nd Contract)	JP eDocs Support	86.75	65.00	5,638.75
<b>TOTAL (\$)</b>				<b>73,783.75</b>

**IV. FINDINGS**

A finding indicates a material or significant weakness in controls or compliance that was not detected or corrected by an entity in the normal course of performing its duties. Findings can be any one or the combination of the following: (1) significant deficiencies in internal controls; (2) fraud and illegal acts; (3) violations of contracts and grant agreements; (4) abuse.

## Finding #1 – Method of Procurement violated Parish Ordinances

- Condition:** Jefferson Parish contracted for security services through a material amendment which added significantly different services without completing an RFP process. In the recent past, the Parish had utilized the RFP process for security services which resulted in its own separate contract.
- Criteria:** JPCO §2-895 “Request for proposal (RFP) process “establishes a dollar threshold for nonprofessional services as follows:
- The following request for proposal (RFP) process shall be used to obtain nonprofessional service(s) or nonstandard item(s) costing fifteen thousand dollars (\$15,000.00) or more when the competitive sealed bid process is not practical, not required by state law, nor advantageous to Jefferson Parish. (emphasis added)*
- (1) *Goal. The stated goal of the RFP process is to procure nonprofessional service(s) and/or nonstandard item(s) exceeding the foregoing threshold at terms and with the provider most advantageous to the Parish of Jefferson considering period of performance, type of agreement, price, and quality of the service(s) and/or item(s) to be procured.*
- Cause:** Jefferson Parish required continued security services subsequent to the final termination date of the incumbent provider, Stanley Convergent Security Services, Inc. The Parish chose to amend the existing computer services contract with New Era, and added security services without benefit of the RFP process.
- Exposure:** The Parish’s selected procurement method denied the public the benefit of a more competitive bidding process. Additionally, Parish citizens were denied fair and transparent awarding of Parish business. The total amount of these services amounted to \$794,125.00
- Recommendation:** As a steward of public funds, the Parish is required to maintain legal, transparent and consistent handling of contracts; together with ensuring compliance with established Parish ordinances. In that regard, Jefferson Parish should establish a procurement and legal review process for all potential contracts and amendments to ensure that they meet all established legal and procurement requirements prior to Council review and approval. The benefits of this process are as follows:
1. Jefferson Parish citizens and the Parish Council would have additional assurance that all awarded contracts and amendments are in compliance with applicable law.
  2. Jefferson Parish citizens and the Parish Council would consistently receive the benefits of a competitive bid process and would better ensure fairness and transparency within its contracting efforts.

## **Finding #2 – Significant deficiencies in controls over the payment process**

- Condition:** The JPOIG reviewed invoices from both security vendors, Stanley Convergent and New Era. A significant number of invoices from New Era were not sufficiently documented.
- Criteria:** Charges for New Era’s services were not verifiable or auditable in a manner required by their contract. New Era’s contract specifically states the following:
- ”4.0 Recording Activity - Contractor staff work logs, in a form approved by the Director, shall be presented with Contractor invoices.”*
- “22.0 Payment - Services provided to Parish by Contractor subject to this Agreement shall be accompanied by accurate invoices fully describing and itemizing all charges and costs to be paid by Parish.”*
- Cause:** Invoices from New Era did not typically include sufficient detail or adequate documentation to facilitate an audit or support verification of services rendered.
- Exposure:** The Parish authorized invoices for payment that did not comply with the billing, recording and payment terms of the New Era contract. Total payments made to date are \$5,864,467.63.
- Recommendation:** Jefferson Parish should require sufficient detail and adequate documentation of services rendered prior to the payment of vendor invoices.

### **Finding #3 – Significant deficiencies in controls over the RFP and contracting process**

- Condition:** Through the subversion of the RFP process, Jefferson Parish Council authorized a single contract for a single vendor and placed the administrative authority of this single contract under two departments. The JPOIG reviewed Amendment #02 to RFP 0249 and noted that the original scope of RFP 0248 was ratified for the department of General Services. RFP 0249 was ratified for the department of Electronic Information Services. Due to the Parish’s disregard of the RFP process, security services were being invoiced by an IT and Software company without the ability to delineate which services were being paid.
- Criteria:** JPCO §2-895 (1)states:  
*“The stated goal of the RFP process is to procure nonprofessional service(s) and/or nonstandard item(s) exceeding the foregoing threshold at terms and with the provider most advantageous to the Parish of Jefferson considering period of performance, type of agreement, price, and quality of the service(s) and/or item(s) to be procured.”*
- Cause:** The Parish ratified an amendment that significantly increased the contract’s scope without evaluating the impact of that change.
- Exposure:** The Parish ratified an amendment to an unrelated contract subverting internal controls. This resulted in a significant change in duties for the computer services contractor, making that vendor responsible for dual roles. The Parish cannot ensure continued contractor quality without ensuring the appropriate department has been designated to administer the service contract.
- Recommendation:** Jefferson Parish should establish a procurement and legal review process for all potential contracts and amendments to ensure that they meet all established legal and procurement requirements prior to council review and approval. This would provide additional assurance that the correct department is administering the contract involved. This would also ensure that the RFP process is utilized where required and the confusion of having multiple scopes and multiple service expectations on one contract can be avoided.

**Finding #4 – Significant deficiencies in controls over requirements in the contracting process**

- Condition:** JPOIG reviewed invoices from both security vendors, Stanley Convergent Security Services, Inc. and New Era Technologies. When reviewing Stanley Convergent’s invoices against their contract, it was found that the contract was silent regarding invoice documentation requirements.
- Criteria:** Article VII § 14(A) of the Louisiana Constitution states “*the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private.*”
- Cause:** The Parish contracted with Stanley Convergent without requiring specific invoice detail to support the services provided and the amounts invoiced.
- Exposure:** The Parish ratified a contract that did not include basic invoice documentation requirements. The Parish is at risk of paying invoices for services not anticipated by the RFP and therefore not covered by the contract. The Parish also risks paying for goods and services not rendered which would directly violate Article VII § 14(A) of the Louisiana Constitution.
- Recommendation:** Jefferson Parish should establish a procurement and legal review process for all potential contracts and amendments to ensure that in practice they meet all established legal and procurement requirements prior to council review and approval. Jefferson parish should ensure in this review that all contracts require adequate documentation and support for services provided and amounts invoiced.

Resolution  
No. 118298  
Authorizing  
Advertisement  
(Security System)



On motion of **Mr. Lagasse**, seconded by **Mr. Spears**, the following resolution was offered:

**RESOLUTION NO. 118298**

A resolution authorizing the Purchasing Department to advertise for Request for Proposals (RFP) from firms interested and qualified to provide equipment and maintenance of an existing security system consisting of, but not limited to, Access Control Hardware/Software (ACHS), card swipe with and without code access, audio and/or visual equipment, computer equipment (hardware and software), and an Identification Management System, for the Jefferson Parish Department of General Services. (Parishwide)

**WHEREAS**, It is in the best interest of Jefferson Parish to advertise for Request for Proposals (RFP) from firms interested and qualified to provide equipment and maintenance of an existing security system; and

**WHEREAS**, Maintenance and new installation of security and identification equipment, cards/badges, etc. is essential to security functions for parish departments and their facilities.

**NOW, THEREFORE, BE IT RESOLVED** by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

**SECTION 1.** That the Purchasing Department be and is hereby authorized to advertise for Request for Proposals (RFP) from firms interested and qualified to provide equipment and maintenance of an existing security system consisting of, but not limited to, Access Control Hardware/Software (ACHS), card swipe with and without code access, audio and/or visual equipment, computer equipment (hardware and software), and an Identification Management System, for the Jefferson Parish Department of General Services.

**SECTION 2.** That all expenditures incurred shall be charged to Account No. 63560-3968-7432.3.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

**YEAS: 7**

**NAYS: None**

**ABSENT: None**

The resolution was declared to be adopted on this the **25<sup>th</sup> day of January, 2012.**

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY  
  
EULA A. LOPEZ  
PARISH CLERK  
JEFFERSON PARISH COUNCIL

Resolution  
No. 118825  
Selecting a Firm  
(Stanley)



On joint motion of all Councilmembers present, the following resolution was offered:

**RESOLUTION NO. 118825**

A resolution selecting a firm to provide equipment and maintenance for security systems for the Jefferson Parish Department of General Services under RFP No. 0248. (Parishwide)

**WHEREAS**, pursuant to Resolution No. 118298 dated the 25<sup>th</sup> day of January, 2012 the Jefferson Parish Council authorized the Purchasing Department to advertise a Request for Proposals from persons or firms interested in providing equipment and maintenance for security systems for the Jefferson Parish department of General Services; and,

**WHEREAS**, the responses to RFP No. 0248 were received on April 05, 2012; and

**WHEREAS**, the Evaluation Committee for RFP No. 0256 met on April 16, 2012; and

**WHEREAS**, the Secretary of the RFP Evaluation Committee notified the Council Chairman of the results of the Evaluation Committee by letter dated April 30, 2012.

**NOW THEREFORE, BE IT RESOLVED** by the Jefferson Parish Council of Jefferson Parish, State of Louisiana:

**SECTION 1.** That the Council does hereby select **Stanley Security Solutions** to provide for equipment and maintenance for security systems for the Jefferson Parish Department of General Services under RFP No. 0248.

**SECTION 2.** That the Administration shall negotiate a contractual agreement with **Stanley Security Solutions**, and said agreement shall be submitted to the Council in complete form, including all terms and conditions, for approval, authorization and ratification by Council Resolution prior to execution of said agreement.

**SECTION 3.** That all costs associated with this agreement shall be charged to Account No. 63560-3968-7432.3.

The resolution having been submitted to a vote, the vote thereon was as follows:

**YEAS: 7**

**NAYS: None**

**ABSENT: None**

The resolution was declared to be adopted on this the **9<sup>th</sup> day of May, 2012.**

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ  
PARISH CLERK

JEFFERSON PARISH COUNCIL

Resolution  
No. 119369  
Ratifying the  
Agreement (Stanley)



On joint motion of all Councilmembers present, the following resolution was offered:

**RESOLUTION NO. 119369**

A resolution ratifying a Services Agreement between the Parish of Jefferson and **Stanley Convergent Security Solutions** to provide for a three (3) year contract for Equipment and Maintenance for Security Systems for the Jefferson Parish Department of General Services under RFP No. 0248. Expenditures shall not exceed \$2,367,456.00. (Parishwide)

**WHEREAS**, pursuant to Resolution No. 118298, adopted January 25, 2012, the Jefferson Parish Council authorized the Purchasing Department to advertise for Request for Proposals from persons or firms to provide equipment and maintenance for security systems for the Department of General Services; and

**WHEREAS**, pursuant to Resolution No. 118825, adopted May 9, 2012, the Jefferson Parish Council selected Stanley Security Solutions to provide for equipment and maintenance for security systems for the Jefferson Parish Department of General Services under RFP No. 0248; and

**NOW, THEREFORE, BE IT RESOLVED** by the Jefferson Parish Council of Jefferson Parish, State of Louisiana:

**SECTION 1.** That the Services Agreement between the Parish of Jefferson and Stanley Convergent Security Solutions to provide for a three (3) year contract for Equipment and Maintenance for Security Systems for the Jefferson Parish Department of General Services under RFP No. 0248 is hereby ratified.

**SECTION 2.** That the total cost for all additional installation of new equipment outlined under this agreement shall not exceed six hundred thousand dollars (\$600,000.00) per year for a total contract cap of one million eight hundred thousand dollars (\$1,800,000.00), and the total cost for all services and maintenance outlined under this agreement shall not exceed one hundred fifty thousand twenty-seven dollars (\$150,027.00) for year one; one hundred fifty-five thousand twenty-seven dollars (\$155,027.00) for year two; and one hundred sixty thousand twenty-seven dollars (\$160,027.00) for year three for a total contract cap of four hundred sixty-five thousand eighty-one dollars (\$465,081.00), and the total cost for an embedded technician to perform additional programming, access control and video software data input, updates and software clean-up up to 325 hours per year for a total of 975 hours, at one hundred five dollars (\$105.00) per hour for a total of thirty-four thousand one hundred twenty-five dollars (\$34,125.00) per year for a total contract cap of one hundred two thousand three hundred seventy-five dollars (\$102,375.00); a contract cap for year one in the amount of seven hundred eighty-four thousand one hundred fifty-two dollars (\$784,152.00); a contract cap for year two in the amount of seven hundred eighty-nine thousand one hundred fifty-two dollars (\$789,152.00); and a contract cap for year three in the amount of seven hundred ninety-four thousand one hundred fifty-two dollars (\$794,152.00), for a grand total contract cap of two million three hundred sixty-seven thousand four hundred fifty-six dollars (\$2,367,456.00).

**SECTION 3.** That all costs associated with the annual fee for the service maintenance portion of this agreement in the amount of four hundred sixty-five thousand eighty-one dollars (\$465,081.00) shall be charged to Account No. 63560-3968-7432.3, and all other costs associated with this agreement shall be charged to Account No. 7432.3 of the user department.

**SECTION 4.** That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The resolution having been submitted to a vote, the vote thereon was as follows:

**YEAS: 7            NAYS: None            ABSENT: None**

The resolution was declared to be adopted this the 8<sup>th</sup> day of August, 2012.

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY  
  
EULA A. LOPEZ  
PARISH CLERK  
JEFFERSON PARISH COUNCIL

**AGREEMENT  
BETWEEN  
THE PARISH OF JEFFERSON  
AND  
STANLEY CONVERGENT SECURITY SOLUTIONS**

THIS AGREEMENT, made and entered into on this 3rd day of September, 2012, by and between the Parish of Jefferson, herein represented by its Council Chairman, Elton M. Lagasse, (hereinafter referred to as the PARISH), duly authorized to act by Resolution No. 118825, adopted on the 9th day of May, 2012, and Resolution No. 119369, adopted on the 8th day of August, 2012, and Stanley Convergent Security Solutions, Inc., duly authorized to do and doing business in the State of Louisiana, represented herein by Harry Weathersby, District General Manager, (hereinafter referred to as the FIRM). PARISH and FIRM may be referred to herein as "Party", individually, and "Parties", collectively.

**I. Administration of Contract**

All work shall be under the direction of the Jefferson Parish Department of Security, hereinafter called MANAGER, and all requests, plans, reports, etc. shall be submitted to it and all approvals and administration of this Agreement shall be through it.

**II. Scope of Services**

**ARTICLE I**

**Equipment and Maintenance for a Security System**

1.1 Scope of Agreement. FIRM will provide new equipment as needed and maintenance of an existing Lenel Access Control Hardware/Software (ACHS) and an Identification Management System Security System consisting of, but not limited to, Access Control Hardware/Software (ACHS), card swipe with and without code access, audio and/or visual equipment, computer equipment (hardware and software) and an Identification Management System including printers, cameras, access cards, and all associated primary and peripheral equipment needed to provide a full security system, as per the scope of services stated in the Request for Proposal (RFP), FIRM'S written proposal dated March 30, 2012 and Resolution No. 118825 and amendments thereto, all on file in the Office of the Chief Buyer for the Parish of Jefferson under RFP No. 0248 .

FIRM will provide all maintenance, software, equipment, materials, supplies and labor as provided in the detailed specifications identified in and attached hereto as "Exhibit A"; in accordance with State and Parish Codes.

1.2 Limited Warranty. FIRM warrants that any equipment it installs shall be free of defects in workmanship and materials as set forth by the manufacturers warranty under normal use and service (the "FIRM's limited warranty") for a period of one (1) year (the "warranty period"), or where maintenance is involved, forty-five (45) days, after the earlier of the date of notice of completion of installation or the date the system or equipment or repaired equipment is placed in service. Repaired and replacement parts or units shall be warranted for the remainder of the original equipment warranty period. The FIRM's limited warranty is the sole remedy of PARISH for any failure of FIRM to comply with its obligations under this section based on a claim under any theory in contract law, tort law (including negligence, strict liability or otherwise), or any other legal theory. The FIRM's limited warranty is exclusive and in lieu of all other warranties, whether statutory, express, or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose or any warranties arising from course of dealing or usage of trade. There are no other warranties that extend beyond the system specified under this agreement. Oral statements or statements contained in general advertising or other printed materials do not constitute warranties, and PARISH agrees that it is not entering into this agreement in reliance upon any such statements.

**ARTICLE 2**

**OPERATIONS**

2.1 Locations. FIRM shall operate from its own business locations.

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- 2.2 Hours. FIRM shall provide services twenty-four (24) hours a day, seven (7) days a week.
- 2.3 Efficient and High Quality Operation. FIRM shall maintain an operation which is efficient and of a level of quality equal to or greater than local industry standards.
- 2.4 Products and Necessities. FIRM shall furnish all working capital, services, inventory, personnel, materials, tools, machinery, equipment and other items necessary to perform FIRM obligations under this agreement.
- 2.5 Items. FIRM shall not advertise its services or services rendered for the Jefferson Parish Department of Security without Manager's consent.
- 2.6 Licenses and Permits. FIRM shall obtain and keep at its own expense all federal, state and local licenses and permits required in connection with this agreement.
- 2.7 Compliance with Law, Rules and Regulations. FIRM shall comply with all applicable laws, rules and regulations.
- 2.8 Duty and Responsibilities. FIRM owes to Manager a duty to perform FIRM'S obligation under this agreement and to conduct the management and operation of special process services at all times with integrity and good faith and in a manner that is in the best interests of the Manager and consistent with the terms of this agreement.

### ARTICLE 3

#### FINANCIAL MATTERS

- 3.1 Operating Expenses. FIRM is responsible for the payment of all operating expenses required as a result of providing services herein.
- 3.2 Pricing. The Parish binds and obligates itself to pay FIRM on proper completion of the Work under this Agreement those amounts due under the terms and conditions set forth in Request for Proposal No. 0248, Resolution No. 118825, and FIRM's written proposal dated March 30, 2012. The total cost for all additional installation of new equipment outlined under this agreement shall not exceed six hundred thousand dollars (\$600,000.00) per year for a total contract cap of one million eight hundred thousand dollars (\$1,800,000.00), and the total cost for all services and maintenance outlined under this agreement shall not exceed one hundred fifty thousand twenty-seven dollars (\$150,027.00) for year one; one hundred fifty-five thousand twenty-seven dollars (\$155,027.00) for year two; and one hundred sixty thousand twenty-seven dollars (\$160,027.00) for year three for a total contract cap of four hundred sixty-five thousand eighty-one dollars (\$465,081.00), and the total cost for an embedded technician to perform additional programming, access control and video software data input, updates and software clean-up up to 325 hours per year for a total of 975 hours, at one hundred five dollars (\$105.00) per hour for a total of thirty-four thousand one hundred twenty-five dollars (\$34,125.00) per year for a total contract cap of one hundred two thousand three hundred seventy-five dollars (\$102,375.00); a contract cap for year one in the amount of seven hundred eighty-four thousand one hundred fifty-two dollars (\$784,152.00); a contract cap for year two in the amount of seven hundred eighty-nine thousand one hundred fifty-two dollars (\$789,152.00); and a contract cap for year three in the amount of seven hundred ninety-four thousand one hundred fifty-two dollars (\$794,152.00), for a grand total contract cap of two million three hundred sixty-seven thousand four hundred fifty-six dollars (\$2,367,456.00).
- 3.3 Payment Terms. Payment terms are Net 30 Days from date of invoice. During the term of this Agreement the Annual Fee for the service maintenance portion of this Agreement shall be invoiced in advance in the total amount of one hundred fifty thousand twenty-seven dollars (\$150,027.00) for year one; one hundred fifty-five thousand twenty-seven dollars (\$155,027.00) for year two; and one hundred sixty thousand twenty-seven dollars (\$160,027.00) for year three. All other work under this Agreement shall be invoiced upon completion of work.
- 3.4 Appropriation Dependency. Agreement is contingent upon the appropriation of funds by Parish. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to the Parish except for payments which have been earned prior to the termination date. Termination of this Agreement by the Parish under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council

believes to be in the best interests of the Parish. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

3.5 Performance Bond. Contemporaneous with the execution of this Agreement, FIRM shall provide a performance bond underwritten by Liberty Mutual, in the amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) to insure the successful performance under the terms and conditions of this Agreement.

#### ARTICLE 4

##### RECORDS, ACCOUNTS AND REPORTS

4.1 Books and Records. FIRM shall maintain adequate books of account with respect to its services in accordance with generally accepted accounting principles in a form and method acceptable to Manager. FIRM shall permit Manager and Manager's agents from time-to-time to inspect, copy and audit during FIRM'S normal business office hours the books and records pertaining to the services provided under this agreement.

4.2 Periodic and/or Annual Reports. At any time, the Manager may request from the FIRM, with the minimum of ten (10) days notice to prepare and/or produce a report of the results of operations, as it pertains to this agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles. The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

#### ARTICLE 5

##### PERSONNEL

5.1 Employees. FIRM shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this agreement. All persons engaged by FIRM shall be the sole and exclusive employees of FIRM and shall be paid by FIRM. FIRM shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

5.2 Appropriate Personnel. FIRM shall employ only trained personnel. FIRM'S employees shall conduct themselves at all times in a proper and respectful manner in accordance with Manager's employee policy. If Manager determines that any employee of the FIRM is unsatisfactory in any material respect, Manager may request FIRM to exclude the employee or employees from the contract services. Upon such request by Manager, FIRM shall immediately and permanently remove the employee from the continuing in its employment with respect to this agreement.

5.3 Non-Discrimination. FIRM shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin.

#### ARTICLE 6

##### CONFIDENTIAL INFORMATION

6.1 Information. FIRM shall not disclose any information provided to them by the Manager in connection with the needs of the Manager in equipment and maintenance for the security system. All information and work performed pursuant to this agreement is confidential and must be treated as such.

##### III. Notice to Proceed

The Parish President through the MANAGER shall notify FIRM in writing to undertake the services stated in Section II, and FIRM shall commence the services not later than ten (10) days after receipt of such notification.

##### IV. Termination or Suspension

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the PARISH; but this Agreement may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties hereto.
- B. By the PARISH as a consequence of the failure of FIRM to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of FIRM, provided the PARISH will give FIRM written notice of any such failure and ten (10) days (or more if authorized in writing by the MANAGER) to cure any such failure.
- C. By either party upon failure of the other party to fulfill its obligation as set forth in the contract.
- D. By the PARISH for any reason by issuing FIRM thirty (30) days written notice.

This term of this Agreement shall be for a period of three years beginning with the date indicated on the Notice to Proceed issued by the Department of General Services. Agreement may be extended upon the mutual consent of both parties and such agreement shall be reduced to writing.

#### V. Notice

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

#### **JEFFERSON PARISH:**

Elton M. Lagasse  
 Council Chairman  
 1221 Elmwood Park Blvd..  
 Suite 1018  
 Jefferson, Louisiana 70123

With Copy to:

Deborah C. Foshee  
 Jefferson Parish Attorney  
 1221 Elmwood Park Blvd  
 Suite 701  
 Jefferson, Louisiana 70123

#### **STANLEY CONVERGENT SECURITY SOLUTIONS:**

Harry Weathersby  
 District General Manager  
 5129 Storey Street  
 Harahan, Louisiana 70123

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail in accordance with this Paragraph.

#### VI. Independent Contractor

While in the performance of services or carrying out the obligations under this agreement FIRM shall be acting in the capacity of independent contractor and not as employee of the Parish of Jefferson, and not as partner of, or joint venturer of PARISH. The PARISH shall not be obliged to any person, firm or corporation for any obligations of FIRM arising from the performance of their services under this agreement.

The parties hereto acknowledge and agree that PARISH shall not:

- (a) withhold federal or state income taxes;
- (b) withhold federal social security tax (FICA);
- (c) pay federal or state unemployment taxes for the account of FIRM;

- (d) or pay workman's compensation insurance premiums for coverage for FIRM.

FIRM agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

FIRM agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH'S treatment of FIRM as an independent contractor. FIRM further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

## **VII. Insurance**

FIRM shall secure and maintain at its expense such insurance that will protect it, and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the PARISH and shall provide that insurance shall not be canceled without notice of cancellation given to the Parish of Jefferson, in writing, on all of the required coverage provided to Jefferson Parish. All notices will name FIRM, and identify the Council Resolution approving the terms of this Agreement. The PARISH may examine the policies at any time and without notice.

### **A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE FIRM SHALL CONTAIN THE FOLLOWING CLAUSES:**

1. FIRM insurers will have no right of recovery or subrogation against the Parish of Jefferson, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. The Parish of Jefferson shall be named as additional insured as regards to general liability with respect to negligence by FIRM.
3. The insurance company(ies) issuing the policy or policies shall have no recourse against the Parish of Jefferson for payment of any premiums or for assessments under any form of policy.
4. Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of FIRM.

B. Prior to the execution of this Agreement FIRM, shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of Jefferson by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

1. In the event FIRM hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by Louisiana State Statute exception; employer's liability shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
3. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage.

All policies of insurance shall meet the requirements of the Parish of Jefferson prior to the commencing of any work. The Parish of Jefferson has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the Parish of Jefferson as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Jefferson, FIRM shall promptly obtain a new policy, submit the same to the Parish of Jefferson for approval and submit a certificate thereof as provided above.

Upon failure of FIRM to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of the Parish of Jefferson, may be forthwith declared suspended, discontinued or terminated. Failure of FIRM to take out and/or to maintain insurance shall not relieve FIRM from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of FIRM concerning indemnification.

### **VIII. General**

FIRM shall indemnify and hold harmless the PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by FIRM, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by FIRM under this Agreement.

Further, FIRM hereby agrees to indemnify the PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon the PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. FIRM further agrees to pay all reasonable expenses and attorney's fees incurred by the PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

In no event shall either party be liable to each other or any other party for any incidental, consequential or special damages, including but not limited to loss of revenues, loss of production and loss of use.

The liability and indemnity obligations of both parties hereunder shall be limited to the amount of insurance required in this Agreement.

FIRM acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and the PARISH makes no representations or warranties to the contrary.

FIRM warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the FIRM, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the FIRM, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the PARISH shall have the right to annul this Agreement without liability.

This Agreement shall be binding upon the successors and assigns for the parties hereto. This Agreement being for the personal services of FIRM, shall not be assigned or subcontracted in whole or in part by FIRM as to the services to be performed hereunder without the written consent of the PARISH, in Parish's sole discretion.

This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The FIRM hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

This Agreement represents the entire Agreement between PARISH and FIRM. This Agreement may only be amended in writing by authority of a Jefferson Parish Council Resolution, and must be signed by both PARISH and FIRM. Should there be any conflict among contract documents, the RFP and the FIRM'S proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) This Agreement;
- 2) FIRM's written proposal;
- 3) Resolution No. 113646;
- 4) the RFP 0248

This agreement is executed in 4 originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

**WITNESSES:**

*Norma Lewis*

*Gail LeNormand*

**WITNESSES:**

*[Signature]*  
*June Sumner*

**PARISH OF JEFFERSON  
STATE OF LOUISIANA  
JEFFERSON PARISH COUNCIL**

By: *[Signature]*  
ELTON M. LAGASSE  
COUNCIL CHAIRMAN

**STANLEY CONVERGENT SECURITY  
SOLUTIONS**

By: *[Signature]*  
HARRY WEATHERSBY  
DISTRICT GENERAL MANAGER

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared June Dumars, who being by me duly sworn, deposed and said that he/she was one of the subscribing witnesses to the foregoing instrument; that the same was signed by Andrew Weather of his/her own free will, act and deed, for uses, purposes and considerations therein expressed in the presence of the appearer and in the presence of Dan Lackey, the other subscribing witness.

June Dumars  
WITNESS

Sworn to and Subscribed before me

this 23 day of July, 2012.

Andrew Gregorian  
NOTARY PUBLIC



STATE OF LOUISIANA

PARISH OF JEFFERSON

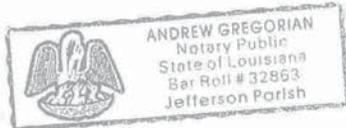
BEFORE ME, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared DANIEL LACKEY, who being by me duly sworn, deposed and said that he/she was one of the subscribing witnesses to the foregoing instrument; that the same was signed by HARRY WEATHERS of his/her own free will, act and deed, for uses, purposes and considerations therein expressed in the presence of the appearer and in the presence of June Dumars, the other subscribing witness.

Daniel Lackey  
WITNESS

Sworn to and Subscribed before me

this 23 day of July, 2012.

Andrew Gregorian  
NOTARY PUBLIC



## EXHIBIT A

### **Maintenance Proposal and Contractors Specifications**

- A. The SECURITY CONTRACTOR shall be a local installation and service organization with office(s) within 50 miles of Jefferson Parish. The SECURITY CONTRACTOR shall be currently recognized as a factory authorized representative by the primary manufacturers(Lenel, Pelco, Panasonic, Dedicated Micro's, AXIS) of the equipment used by Jefferson Parish. Letters of SECURITY CONTRACTORS authorization on manufacturers letterhead TO BE PROVIDED AT TIME OF PROPOSAL SUBMISSION. Information to be included in authorization letter will be the date when SECURITY CONTRACTOR became authorized and approximately yearly sales volume of equipment purchased from manufacturer.
- B. The SECURITY CONTRACTOR shall have been in business as electronic Access Control and Closed Circuit Television systems provider in Jefferson Parish for a minimum of 5 years. As proof, Jefferson Parish Occupational licenses or Jefferson Parish Sales Tax Exemption certificates must be submitted with vendor proposal.
- C. The SECURITY CONTRACTOR shall carry a complete stock of parts to provide maintenance for these systems. This stock shall be kept at business site. At time of bid a complete list of equipment in stock for maintenance shall be provided. Jefferson Parish reserves the right to inventory local stock to verify.
- D. At time of proposal submission, the SECURITY CONTRACTOR shall be licensed by the state or local jurisdiction to perform security work within the state. Contractor shall provide copy of this license at time of proposal submission. Contractors who have security licenses or permits pending shall not be considered acceptable for submitting proposals on this project.
- E. The SECURITY CONTRACTOR shall assure that all personnel working on the project are registered with the state or local jurisdiction Systems Licensing Board as provided for by current state statutes. Contractor shall provide copies of these licenses with proposal submission.
- F. At the time of bid, the SECURITY CONTRACTOR shall provide satisfactory evidence of liability insurance and Workmen's Compensation coverage for employed personnel as required by law.
- G. Because Lenel is the backbone for Jefferson Parish the SECURITY CONTRACTOR shall have currently working in local office(s) a minimum of 5 Lenel Certified technicians to provide an on-site factory-trained service and installation. SECURITY CONTRACTOR shall provide proof by supplying copies of training certificates with dates of training and payroll verification for same technicians. Also SECURITY CONTRACTOR shall provide in writing on Lenel letterhead proof that SECURITY CONTRACTOR has been Lenel Authorized dealer for minimum last 10 years.
- H. All of the SECURITY CONTRACTOR'S personnel and operating forces including subcontractors and delivery personnel, shall be made aware of, and shall comply at all times, with the regulations, project requirements, and directions of responsible OWNER personnel.
- I. The SECURITY CONTRACTOR'S personnel shall be qualified to accomplish all work promptly and satisfactorily. The OWNER shall be advised in writing of all designated service and support personnel responsible for installation as well as pre and post warranty service.
- J. The SECURITY CONTRACTOR shall install all system components and appurtenances in accordance with the manufacturer's specifications, referenced practices, guidelines, and applicable codes. Furnish all necessary interconnections, services, and adjustments required for a complete and operable system as specified.
- K. All low voltage wiring outside the control console, cabinets, boxes, and similar enclosures, shall be plenum rated where required by code.
- L. All exposed wiring inside and outside the control console, cabinets, boxes, and similar enclosures, shall be dressed down neatly and secured with wiring cleats or wire ties.
- M. All exposed metallic flexible conduit and armored cable shall be dressed down neatly and secured with low profile, metal fasteners.
- N. All junction boxes and small device enclosures below ceiling level and easily accessible to employees or the public shall be covered with a suitable cover plate and secured with tamper proof screws.

- O. System devices identified on building drawings are intended to generally indicate areas where such devices are to be located. SECURITY CONTRACTOR shall be responsible for determining final location of these devices in accordance with OWNER'S requirements.
- P. Riser diagrams are schematic and do not show every conduit, wire box, fitting, or other accessories. Provide such materials as necessary for a complete and functioning installation. Install in accordance with referenced codes and these specifications. Use weatherproof equipment or covers where installed in areas exposed to weather.
- Q. The SECURITY CONTRACTOR is required to place entire system into full and proper operation as designed and specified.
  - 1. Verify that all hardware components are properly installed, connected, communicating, and operating correctly.
  - 2. Verify that all system software is installed, configured, and complies with specified functional requirements.
- R. The SECURITY CONTRACTOR shall perform final acceptance testing in the presence of OWNER'S representative, executing a point by point inspection against a documented test plan that demonstrates compliance with system requirements as designed and specified:
  - 1. Submit documented test plan to OWNER at least (14) days in advance of acceptance test, inspection, and check-off.
  - 2. Conduct final acceptance tests in presence of OWNER'S representative, verifying that each device point and sequence is operating correctly and properly reporting back to control panel and control center.
  - 3. Acceptance by Owner is contingent on successful completion of check-off; if check-off is not completed due to additional work required, re-schedule and perform complete check-off until complete in one pass, unless portions of system can be verified as not adversely affected by additional work.
  - 4. The system shall not be considered accepted until all acceptance test items have been successfully checked-off. Beneficial use of part or all of the system shall not be considered as acceptance.
- S. The SECURITY CONTRACTOR shall provide system operations, administration, and maintenance training by factory trained personnel qualified to instruct:
  - 1. OWNER designated personnel to be trained.
  - 2. Provide 100 hours hands-on training per year at no extra cost with operational equipment.

Training shall be oriented to the specific systems being installed under this contract as designed and specified.

**PERFORMANCE BOND**  
Form to be Used When Bonding Specified Term  
of a Multi-Year Contract  
(Page 1 of 2)

Bond No. 015037860

**KNOW ALL MEN BY THESE PRESENTS:** That, Stanley Convergent Security Solutions, Inc.  
(hereinafter called Principal) as Principal and  
Liberty Mutual Insurance Company a corporation duly organized  
under the laws of the Commonwealth of Massachusetts and duly authorized and  
licensed to do business in the State of Louisiana  
(hereinafter called Surety), as Surety, are held and firmly bound unto  
Jefferson Parish, 1221 Elmwood Park Boulevard, Jefferson, LA 70123  
(hereinafter called the Obligee), as Obligee, in the full and just sum of  
Eight Hundred Thousand and 00/100ths DOLLARS,  
(\$ 800,000.00) to the payment of which sum, well and truly to be made, the said Principal  
and Surety bind themselves, their and each of their heirs, administrators, executors, successors and  
assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bounden Principal has entered into a certain written contract with the above  
mentioned Obligee dated September 3, 2012 for Security System Equipment  
and Maintenance

for a period of Three (3) years which contract is hereby referred to and made a part  
hereof as fully and to the same extent as if copied at length herein, and

**WHEREAS**, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for  
the specified contract period.

**NOW, THEREFORE**, if Principal shall faithfully perform such contract or shall indemnify and save  
harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

**PERFORMANCE BOND**  
(Page 2 of 2)

**PROVIDED, HOWEVER,** that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning September 3, 2012 and ending September 3, 2013
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligees for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligees recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligees named herein or the heirs, executors, administrators or successors of the Obligees.

Signed and sealed this 3rd day of September, 2012.

Stanley Convergent Security Solutions, Inc.

(Principal)

By: 

Catherine Ennis Assistant Treasurer

Liberty Mutual Insurance Company

(Surety)

By: 

Janice E. Campbell

Attorney-in-Fact

Surety Phone No. 201-327-7438

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **JAMES B. NELSON, JANICE E. CAMPBELL, KIMBERLEY S. CONNOLLY, JOSEPH B. SMITH, BETTE A. BOTTICELLO, ABIGAIL E. FAY, CRAIG H. MEEKER, ERIN L. KIERNAN,**.....

all of the city of GLASTONBURY, state of CONNECTICUT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 30th day of April, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of September, 2012.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day



# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

015037860

### CONTRACTOR:

(Name, legal status and address)

Stanley Convergent Security Solutions, Inc.  
5129 Storey Street  
Harahan, LA 70123

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### Mailing Address for Notices

Liberty Mutual Insurance Company  
Attention: Surety Claims Department  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

### OWNER:

(Name, legal status and address)

Jefferson Parish  
1221 Elmwood Park Boulevard  
Jefferson, LA 70123

### CONSTRUCTION CONTRACT

Date: September 3, 2012

Amount: \$ 800,000.00 Eight Hundred Thousand Dollars And Zero Cents

### Description:

(Name and location)

Security System Equipment and Maintenance

### BOND

Date: September 3, 2012

(Not earlier than Construction Contract Date)

Amount: \$ 800,000.00 Eight Hundred Thousand Dollars And Zero Cents

Modifications to this Bond:

None

See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Stanley Convergent Security Solutions, Inc.  
5129 Storey Street  
Harahan, LA 70123

Signature:

Name

and Title: Catherine Ennis  
Assistant Treasurer

### SURETY

Company: (Corporate Seal)

Liberty Mutual Insurance Company

Signature:

Name

and Title: Janice E. Campbell Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Smith Brothers Insurance, Inc.  
68 National Drive  
Glastonbury, CT 06033

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **JAMES B. NELSON, JANICE E. CAMPBELL, KIMBERLEY S. CONNOLLY, JOSEPH B. SMITH, BETTE A. BOTTICELLO, ABIGAIL E. FAY, CRAIG H. MEEKER, ERIN L. KIERNAN,**.....

all of the city of GLASTONBURY, state of CONNECTICUT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2012.



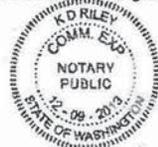
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 30th day of April, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of September 2012.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

On joint motion of all Councilmembers present, the following resolution was offered:

**RESOLUTION NO. 119369**

A resolution ratifying a Services Agreement between the Parish of Jefferson and **Stanley Convergent Security Solutions** to provide for a three (3) year contract for Equipment and Maintenance for Security Systems for the Jefferson Parish Department of General Services under RFP No. 0248. Expenditures shall not exceed \$2,367,456.00. (Parishwide)

**WHEREAS**, pursuant to Resolution No. 118298, adopted January 25, 2012, the Jefferson Parish Council authorized the Purchasing Department to advertise for Request for Proposals from persons or firms to provide equipment and maintenance for security systems for the Department of General Services; and

**WHEREAS**, pursuant to Resolution No. 118825, adopted May 9, 2012, the Jefferson Parish Council selected Stanley Security Solutions to provide for equipment and maintenance for security systems for the Jefferson Parish Department of General Services under RFP No. 0248; and

**NOW, THEREFORE, BE IT RESOLVED** by the Jefferson Parish Council of Jefferson Parish, State of Louisiana:

**SECTION 1.** That the Services Agreement between the Parish of Jefferson and Stanley Convergent Security Solutions to provide for a three (3) year contract for Equipment and Maintenance for Security Systems for the Jefferson Parish Department of General Services under RFP No. 0248 is hereby ratified.

**SECTION 2.** That the total cost for all additional installation of new equipment outlined under this agreement shall not exceed six hundred thousand dollars (\$600,000.00) per year for a total contract cap of one million eight hundred thousand dollars (\$1,800,000.00), and the total cost for all services and maintenance outlined under this agreement shall not exceed one hundred fifty thousand twenty-seven dollars (\$150,027.00) for year one; one hundred fifty-five thousand twenty-seven dollars (\$155,027.00) for year two; and one hundred sixty thousand twenty-seven dollars (\$160,027.00) for year three for a total contract cap of four hundred sixty-five thousand eighty-one dollars (\$465,081.00), and the total cost for an embedded technician to perform additional programming, access control and video software data input, updates and software clean-up up to 325 hours per year for a total of 975 hours, at one hundred five dollars (\$105.00) per hour for a total of thirty-four thousand one hundred twenty-five dollars (\$34,125.00) per year for a total contract cap of one hundred two thousand three hundred seventy-five dollars (\$102,375.00); a contract cap for year one in the amount of seven hundred eighty-four thousand one hundred fifty-two dollars (\$784,152.00); a contract cap for year two in the amount of seven hundred eighty-nine thousand one hundred fifty-two dollars (\$789,152.00); and a contract cap for year three in the amount of seven hundred ninety-four thousand one hundred fifty-two dollars (\$794,152.00), for a grand total contract cap of two million three hundred sixty-seven thousand four hundred fifty-six dollars (\$2,367,456.00).

**SECTION 3.** That all costs associated with the annual fee for the service maintenance portion of this agreement in the amount of four hundred sixty-five thousand eighty-one dollars (\$465,081.00) shall be charged to Account No. 63560-3968-7432.3, and all other costs associated with this agreement shall be charged to Account No. 7432.3 of the user department.

**SECTION 4.** That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The resolution having been submitted to a vote, the vote thereon was as follows:

**YEAS: 7            NAYS: None            ABSENT: None**

The resolution was declared to be adopted this the 8<sup>th</sup> day of August, 2012.

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY

  
EULA A. LOPEZ  
PARISH CLERK  
JEFFERSON PARISH COUNCIL

"ATTACHMENT E"

Non-Collusion  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,  
HARRY WEATHERS BY, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized DISTRICT MANAGER of STANLEY CONVERGENT SECURITY SOLUTIONS, INC  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. RFP-248,  
to Jefferson Parish.

Affiant further said:

- (1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service is in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

[Signature]  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 30th  
DAY OF March, 2012.

[Signature]  
NOTARY PUBLIC



DONNA M. DECHELT  
NOTARY PUBLIC - No. 85217  
APPOINTED BY COM. STATE OF LOUISIANA

Updated: 2.8.2012  
LA-RS § 38:2224(2011)  
Code of Ord., Jeff. Parish, LA § 2-923-923.2

"ATTACHMENT H"

Employment Status Verification  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,

HARRY WEATHERS BY, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized DISTRICT MANAGER of STANLEY CONSULTANTS  
SECURITY SOLUTIONS, INC  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. RFP 11-748,

to Jefferson Parish. (Choose one of the following):

1 Affiant further said:

- (1) Affiant is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Affiant shall require all subcontractors to submit to the Affiant a sworn affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_ Affiant further said that neither Affiant nor subcontractor of Affiant has employees in the State of Louisiana.

[Signature]  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 30th  
DAY OF March, 2012.

[Signature]  
NOTARY PUBLIC

DONNA M. BECHET  
NOTARY PUBLIC - No. 85212  
JEFFERSON PARISH, STATE OF LOUISIANA



Updated: 2/17/2012  
LA-RS § 38:2212.10(2011)  
Code of Ord., Jeff. Parish, LA § 2-890

Campaign Contribution  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared:  
HARRY WEATHERSBY (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized DISTRICT MANAGER of  
STANLEY GOVERNMENT SECURITY SOLUTIONS, INC. (Entity), the party who submitted a  
Proposal/Contract/Bid/RFP/SOQ No. RFP 245 (the Matter), to the Parish of Jefferson.  
(Choose one of the following):

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

\_\_\_\_ Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

[Signature]  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 30<sup>th</sup> DAY OF March, 2012

[Signature]  
Notary Public



Updated 2.20.12  
Code of Ord., Jeff. Parish LA § 2-923-923.1  
1 of 3

DONNA M. BECHET  
NOTARY PUBLIC - No. 65212  
ARCHIVE OF OFFICERS, STATE OF LOUISIANA

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
- (1) An affidavit attesting:
    - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
    - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
  - (2) An affidavit attesting to:
    - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
    - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
    - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
  - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

2 of 3

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

Campaign Contributions:

John Young	\$1,000	2010
Chris Roberts	\$500	2011

Subcontractor  
AFFIDAVIT

STATE OF LOUISIANA  
PARISH/COUNTY OF JEFFERSON

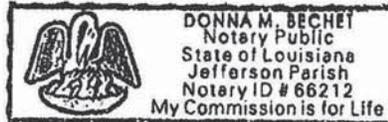
BEFORE ME, the undersigned authority, personally came and appeared, HARRY WEATHERS-BY  
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized  
DISTRICT GENERAL of STANLEY CSS (Entity), the party who submitted a  
MANAGER  
proposal to Jefferson Parish for RFP No. 248 or an SOQ to  
SECURITY EQUIPMENT  
AND MAINTENANCE (describe the project). (Choose one of the following):

Affiant further said that Entity will use no subcontractors to assist in providing professional services for the aforementioned SOQ/RFP.

Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned SOQ/RFP.

[Signature]  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 6th  
DAY OF August, 2012  
[Signature]  
NOTARY PUBLIC



[Do not fill out this section until making a pay request.]

A copy of this affidavit must be attached to each and every pay requests.

Check here if no additions or substitutions of subcontractors have been made under this contract or contract amendment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any change of subcontractors, excluding full time employees, who assist in providing services for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Access Automation and Controls

Matlock Electric

Complete Security

Employment Status Verification  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,

George Turner, (Affiant) who after being duly sworn, deposed and said that

he/she is the fully authorized OWNER of COMPLETE SECURITY

(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 172,

to Jefferson Parish. (Choose one of the following):

\_\_\_\_\_ Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

[Signature]  
Signature of Affiant

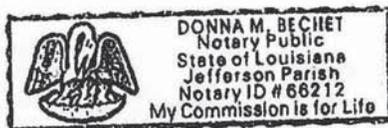
SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS 19th

DAY OF June, 2012

[Signature]

NOTARY PUBLIC



Updated: 2/17/2012  
LA-RS § 38:2212.10(2011)  
Code of Ord., Jeff. Parish, LA § 2-890

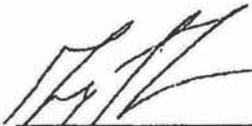
Non-Collusion  
AFFIDAVIT

STATE OF LOUISIANA  
PARISH/COUNTY OF JEFFERSON

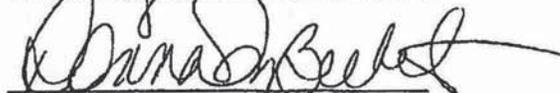
BEFORE ME, the undersigned authority, personally came and appeared,  
George Turner, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized OWNER of COMPLETE SECURITY  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 172,  
to Jefferson Parish.

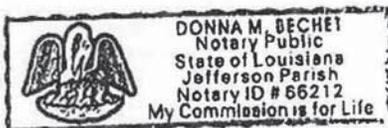
Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

  
\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 14th  
DAY OF June, 2012

  
\_\_\_\_\_  
NOTARY PUBLIC



Updated: 2.8.2012  
LA-RS § 38:2224(2011)  
Code of Ord., Jeff. Parish, LA § 2-923-923.2

**Subcontractor  
AFFIDAVIT**

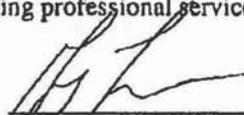
STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

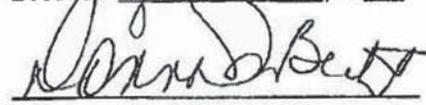
BEFORE ME, the undersigned authority, personally came and appeared George Turner  
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized  
OWNER of COMPLETE SECURITY (Entity), the party who submitted a  
proposal to Jefferson Parish for RFP No. 172 or an SOQ to  
\_\_\_\_\_ (describe the project). (Choose one of the following):

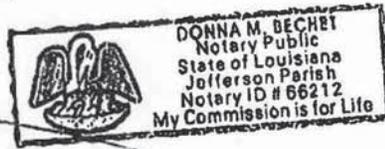
Affiant further said that Entity will use no subcontractors to assist in providing professional services for the aforementioned SOQ/RFP.

Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned SOQ/RFP.

  
\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 9th  
DAY OF July, 2012

  
\_\_\_\_\_  
NOTARY PUBLIC



*[Do not fill out this section until making a pay request.]*

A copy of this affidavit must be attached to each and every pay requests.

Check here if no additions or substitutions of subcontractors have been made under this contract or contract amendment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any change of subcontractors, excluding full time employees, who assist in providing services for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012  
Code of Ord., Jeff. Parish, LA § 2-923

Campaign Contribution  
AFFIDAVIT

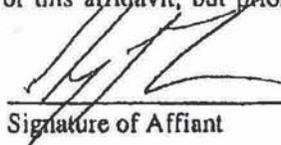
STATE OF LOUISIANA  
PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared:  
George Turner, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized OWNER of  
COMPLETE SECURITY (Entity), the party who submitted a  
Proposal/Contract/Bid/RFP/SOQ No. 172 (the Matter), to the Parish of Jefferson.  
(Choose one of the following):

Attached hereto is a list of all campaign contributions, including the date and amount of  
each contribution, made to the current or former members of the Jefferson Parish Council or the  
Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including  
employees, owning 25% or more of the Entity during the two-year period immediately preceding  
the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any  
contributions to or in support of the current or former members of the Jefferson Parish Council or  
the Jefferson Parish President through or in the name of another person or legal entity, either  
directly or indirectly.

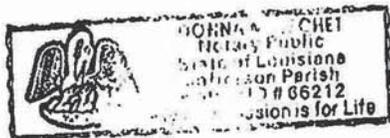
Affiant, Entity, and/or officers, directors and owners, including employees, owning 25%  
or more of the Entity, have made no campaign contributions made to the current or former  
members of the Jefferson Parish Council or the Jefferson Parish President during the two-year  
period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have  
not made any contributions to or in support of the current or former members of the Jefferson  
Parish Council or the Jefferson Parish President through or in the name of another person or legal  
entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign  
contributions are made after the execution of this affidavit, but prior to the time the Jefferson  
Parish Council acts on the Matter.

  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 19th DAY OF June, 2012

  
Notary Public



Updated: 2.20.12  
Code of Ord., Jeff. Parish LA § 2-923-923.1  
1 of 3

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
- (1) An affidavit attesting:
- a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
- b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
- (2) An affidavit attesting to:
- a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
- b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
- c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
- (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

2 of 3

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

3 of 3

Employment Status Verification  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,

EDGAR MATLOCK III, (Affiant) who after being duly sworn, deposed and said that

he/she is the fully authorized OWNER of MATLOCK ELECTRIC  
CONTRACTOR TO

(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_,

to Jefferson Parish. (Choose one of the following):

\_\_\_\_\_ Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

X Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

Edgar Matlock III  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 20th  
DAY OF June, 2012

Donna M. Bechet  
NOTARY PUBLIC



Updated: 2/17/2012  
LA-RS § 38:2212.10(2011)  
Code of Ord., Jeff. Parish, LA § 2-890

Non-Collusion  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,  
EDGAR MATLOCK III, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized OWNER of MATLOCK ELECTRIC  
CONTRACTOR IO  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 172,  
to Jefferson Parish.

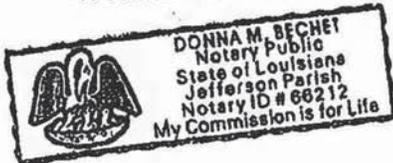
Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

Edgar Matlock III  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 20th  
DAY OF June, 2012.

Donna M. Bechet  
NOTARY PUBLIC



Updated: 2.8.2012  
LA-RS § 38:2224(2011)  
Code of Ord., Jeff. Parish, LA § 2-923-923.2

Subcontractor  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared, EDGAR MALLOUK III  
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized  
OWNER of WATLOCK EQUIPMENT (Entity), <sup>CONTRACTOR TO</sup> the party who submitted a  
proposal to Jefferson Parish for RFP No. 172 or an SOQ to  
SECURITY EQUIPMENT MAINT (describe the project). (Choose one of the following):

Affiant further said that Entity will use no subcontractors to assist in providing professional services for the aforementioned SOQ/RFP.

Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned SOQ/RFP.

Edgar Mallouk III  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 20th  
DAY OF June, 2012

Donna M. Bechet  
NOTARY PUBLIC



[Do not fill out this section until making a pay request.]

A copy of this affidavit must be attached to each and every pay requests.

Check here if no additions or substitutions of subcontractors have been made under this contract or contract amendment.

Signature)

Date

Any change of subcontractors, excluding full time employees, who assist in providing services for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012  
Code of Ord., Jeff. Parish, LA § 2-923

Campaign Contribution  
AFFIDAVIT

STATE OF LOUISIANA  
PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared:  
EDGAR Matlock III (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized OWNER of  
MATLOCK ELECTRIC (Entity), the party who <sup>15 A SUB CONTRACTOR</sup> submitted a  
Proposal/Contract/Bid/RFP/SOQ No. 172 (the Matter), to the Parish of Jefferson.  
(Choose one of the following):

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

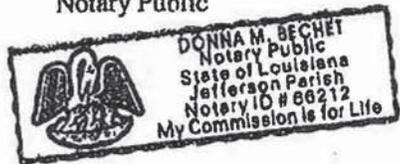
Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

Edgar Matlock III  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 20th DAY OF June, 2012

[Signature]  
Notary Public



Updated: 2.20.12  
Code of Ord., Jeff. Parish LA § 2-923-923.1  
1 of 3

**Jefferson Parish Code of Ordinance**

**Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.**

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
- (1) An affidavit attesting:
    - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
    - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
  - (2) An affidavit attesting to:
    - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
    - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
    - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
  - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

2 of 3

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish BIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

3 of 3

Employment Status Verification  
AFFIDAVIT

STATE OF LA  
PARISH/COUNTY OF E.B.R.

BEFORE ME, the undersigned authority, personally came and appeared,  
STEVEN M HALE (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized PRESIDENT of AA&C OF LA, INC \*  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. N/A,  
to Jefferson Parish. (Choose one of the following):

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

Steven M Hale  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 20  
DAY OF June, 2012.

Melina A. Miley  
NOTARY PUBLIC  
MELISSA A. MILEY  
Notary Public, LSJA #28683  
Notary for Life

\* ACCESS AUTOMATION & CONTROLS OF LA, INC.

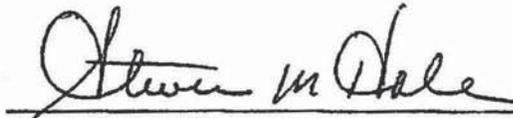
Non-Collusion  
AFFIDAVIT

STATE OF LA  
PARISH/COUNTY OF E.B.R.

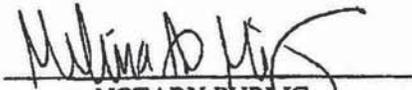
BEFORE ME, the undersigned authority, personally came and appeared, STEVEN M. HALE, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized PRESIDENT of AAEC OF LA, INC \* (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. N/A to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 20  
DAY OF June, 2012.

  
NOTARY PUBLIC

A. MILEY  
LSBA #28663  
Notary Public for Life

\* ACCESS AUTOMATION & CONTROLS OF LA, INC

Updated: 2.8.2012  
LA-RS § 38:2224(2011)  
Code of Ord., Jeff. Parish, LA § 2-923-923.2

Subcontractor  
AFFIDAVIT

STATE OF LA  
PARISH/COUNTY OF E.B.R.

BEFORE ME, the undersigned authority, personally came and appeared, STEVEN M. HALE  
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized  
PRESIDENT of \*AAEC OF LA, INC (Entity), the party who submitted a  
proposal to Jefferson Parish for RFP No. N/A or an SOQ to  
N/A (describe the project). (Choose one of the following):

Affiant further said that Entity will use no subcontractors to assist in providing  
professional services for the aforementioned SOQ/RFP.

Affiant further said that attached is a listing of all subcontractors, excluding full time  
employees, who may assist in providing professional services for the aforementioned  
SOQ/RFP.

Steven M. Hale  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 20  
DAY OF June, 2012

Melissa A. Miley  
NOTARY PUBLIC

MELISSA A. MILEY  
Notary Public, LSBA #28683

[Do not fill out this section until making a pay request.]

A copy of this affidavit must be attached to each and every pay requests.

Check here if no additions or substitutions of subcontractors have been made under this  
contract or contract amendment.

\_\_\_\_\_  
Signature Date

Any change of subcontractors, excluding full time employees, who assist in providing services  
for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012  
Code of Ord., Jeff. Parish. LA § 2-923

\*ACCESS AUTOMATION & CONTROLS OF LA, INC.

Campaign Contribution  
AFFIDAVIT

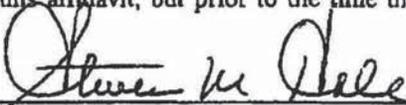
STATE OF LA  
PARISH/COUNTY OF E.B.R.

BEFORE ME, the undersigned authority, personally came and appeared:  
STEVEN M HALE, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized PRESIDENT of  
\* AAEC OF LA, INC (Entity), the party who submitted a  
Proposal/Contract/Bid/RFP/SOQ No. N/A (the Matter), to the Parish of Jefferson.  
(Choose one of the following):

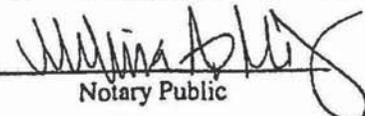
Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 20 DAY OF June, 2012

  
Notary Public

MELISSA A. MILEY  
Notary Public, LSBA #28683  
My Commission is for Life

Updated: 2.20.12  
Code of Ord., Jeff. Parish LA § 2-923-923.1  
1 of 3

\* ACCESS AUTOMATION & CONTROLS OF LA, INC

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
- (1) An affidavit attesting:
    - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
    - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
  - (2) An affidavit attesting to:
    - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
    - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
    - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
  - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

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the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

**Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.**

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.



AGENCY CUSTOMER ID: J72800

LOC #: Hartford



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED STANLEY CONVERGENT SECURITY SOLUTIONS (FKA: NISCAYAH, INC.) 19554 CABOT BLVD. HAYWARD, CA 94545	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability and Digital Technology

Policy Details

Carrier: Illinois Union Insurance Company NAIC# 27960

Policy Number: EON G25539527 001

Eff Date: 04/01/2012

Exp Date: 04/01/2013

Limits: 1,000,000 Claim

1,000,000 Aggregate

10,000,000 SIR

Resolution  
No. 125434  
Ratifying Amendment  
#1 (Stanley)



On joint motion of all Councilmembers present, the following resolution was offered:

**RESOLUTION NO. 125434**

A resolution ratifying Amendment No. 1, which amends the Services Agreement with Stanley Convergent Security Solutions, Inc., (Contract No. RP-248) to extend the contract term for six (6) months, with the term to expire on March 2, 2016, for a total amount of Eighty-Two Thousand Five Hundred Thirteen Dollars and Fifty Cents (\$82,513.50).  
(Parishwide)

**WHEREAS**, pursuant to Resolution No. 119369, adopted on the 8<sup>th</sup> day of August 2012, the Parish Council ratified the Services Agreement between the Parish of Jefferson and Stanley Convergent Security Solutions, Inc., to provide for a three (3) year contract for equipment and maintenance for security systems for the Jefferson Parish Department of General Services, under RFP No. 0248, for an amount not to exceed Two Million Three Hundred Sixty-Seven Thousand Four Hundred Fifty-Six Dollars and Zero Cents (\$2,367,456.00); and

**WHEREAS**, the contract will expire on September 2, 2015, and it is in the best interest of the Parish to amend the Services Agreement to extend for six (6) months, with a new expiration date of March 2, 2016, for a total cost of Eighty-Two Thousand Five Hundred Thirteen Dollars and Fifty Cents (\$82,513.50) with a total contract cap of Two Million Four Hundred Forty-Nine Thousand Nine Hundred Sixty-Nine Dollars and Fifty Cents (\$2,449,969.50).

**NOW, THEREFORE, BE IT RESOLVED** by the Jefferson Parish Council, the governing authority of said Parish:

**SECTION 1.** That the Council does hereby ratify Amendment No. 1, which amends the Services Agreement with Stanley Convergent Security Solutions, Inc. (Contract No. RP-248) to extend the contract term for six (6) months, with a new expiration date of March 2, 2016, for a total cost of Eighty-Two Thousand Five Hundred Thirteen Dollars and Fifty Cents (\$82,513.50) with a total contract cap of Two Million Four Hundred Forty-Nine Thousand Nine Hundred Sixty-Nine Dollars and Fifty Cents (\$2,449,969.50).

**SECTION 2.** That all costs associated with this Resolution shall be charged to Account No. 63560-3968-7432.3.

**SECTION 3.** That the Chairman of the Jefferson Parish Council, or in his absence, the Vice-Chairman, be and is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

**YEAS: 7**

**NAYS: None**

**ABSENT: None**

The resolution was declared to be adopted on this the 12<sup>th</sup> day of August, 2015.

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ  
PARISH CLERK  
JEFFERSON PARISH COUNCIL

Resolution  
No. 118301  
Authorizing  
Advertisement  
(Computer Services)



On motion of **Mr. Lagasse**, seconded by **Mr. Spears**, the following resolution was offered:

**RESOLUTION NO. 118301**

A resolution authorizing the Jefferson Parish Purchasing Department to advertise a Request for Proposals to provide computer services for the MIS and GIS Divisions of the Electronic Information Systems Department for a period of two years at an annual cost not to exceed \$1,700,000.  
(Parishwide)

**WHEREAS**, Amendment No. 15 with Barowka, Bonura, Engineers and Consultants, L.L.C. (BBEC) to provide computer services on a month-to-month basis for the MIS and GIS Divisions of the Electronic Information Systems Department was approved by Resolution No. 118016 on December 7, 2011; and

**WHEREAS**, there is a need for computer services to assist the EIS Department with maintaining and improving parishwide network services, supporting parish computer users, providing GIS operational support, and completing the activation of the new parish EOC and 911 Center; and

**WHEREAS**, various other parish departments utilize computer contractor support for projects that they fund, such as installing data wiring in new facilities and rewiring existing facilities.

**NOW THEREFORE, BE IT RESOLVED**, by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

**SECTION 1.** That the Council hereby authorizes the Jefferson Parish Purchasing Department to advertise a Request for Proposals to provide computer services for the Electronic Information Systems Department.

**SECTION 2.** That the Data Processing Advisory Committee is hereby designated as the evaluation committee of all responses received.

**SECTION 3.** That the cost of support shall not exceed \$1,700,000 for the EIS Department and other parish departments, to be paid from funds in the various departments that utilize this service, accounts 7331, 7214.1, 7214.2, 7745 and 7746.

**SECTION 4.** That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is authorized to sign any and all documents to enforce this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

**YEAS: 7**

**NAYS: None**

**ABSENT: None**

The resolution was declared to be adopted on this the **25th day of January, 2012.**

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY

A handwritten signature in black ink, reading "Eula A. Lopez". The signature is written in a cursive style with a large initial "E".

EULA A. LOPEZ  
PARISH CLERK  
JEFFERSON PARISH COUNCIL

Resolution  
No. 119541  
Ratifying Agreement  
(New Era)



On joint motion of all Councilmembers present, the following resolution was offered as amended:

**RESOLUTION NO. 119541**

A resolution ratifying the Agreement between the Parish of Jefferson and **New Era Information Technologies, LLC** under RFP 0249, to provide supplemental computer services to support the MIS and GIS Divisions of the Electronic Information Systems Department for a period of two (2) years at a annual cost not to exceed \$1,700,000.00. (Parishwide)

**WHEREAS**, pursuant to Resolution No. 118301 dated the 25<sup>th</sup> day of January, 2012 the Jefferson Parish Council authorized the Purchasing Department to advertise a Request for Proposals from persons or firms interested in providing computer services for the MIS and GIS Divisions of the Electronic Information Systems Department for a period of two years; and,

**WHEREAS**, pursuant to Resolution No. 119212, adopted the 25<sup>th</sup> day of July, 2012, the council selected New Era Information Technologies, LLC with which the Administration should negotiate a contract for council approval under RFP 0249; and

**WHEREAS**, the Administration has completed its negotiations with New Era Information Technologies, LLC.

**NOW, THEREFORE, BE IT RESOLVED**, by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as the governing authority of said Parish:

**SECTION 1.** That the Agreement between the Parish of Jefferson and New Era Information Technologies, LLC to provide supplemental computer services to support the MIS and GIS Divisions of the Electronic Information Systems Department for a period of two (2) years at a annual cost not to exceed \$1,700,000.00 is hereby ratified.

**SECTION 2.** That the cost of support shall be paid from funds in the various departments that utilize this service, accounts 7331, 7214.1, 7214.2, 7745 and 7746.

**SECTION 3.** That the following is a list of subcontractors approved to provide professional services for this project:

- 1.) Gulf South Technology Solutions, LLC.
- 2.) Ultix Technologies, Inc.
- 3.) Solutient Corporation
- 4.) Geographic Computer Technologies, LLC.
- 5.) Vector Electric & Controls, Inc.
- 6.) Digital Forensics Solutions, LLC.

**SECTION 4** That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is authorized to sign any and all documents to enforce this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

**YEAS: 6**

**NAYS: None**

**ABSENT: (1) Spears**

The resolution was declared adopted on this the **19<sup>th</sup> day of September, 2012.**

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ  
PARISH CLERK  
JEFFERSON PARISH COUNCIL

**Contract for Computer Services for the MIS and GIS Divisions of the Electronic Information Systems Department of the Parish of Jefferson, State of Louisiana**

**Between**

**Jefferson Parish and New Era Information Technologies, L.L.C.**

This Agreement is made and entered into on this 27th day of September, 2012, by and between the Parish of Jefferson, State of Louisiana, acting herein by and through its Parish Council, hereinafter called the Parish, represented by the Honorable Elton M. Lagasse, Council Chairman, duly authorized to act pursuant to Resolution No. 119212 adopted on July 25, 2012, and Resolution No. 119541 adopted on September 19, 2012 and New Era Information Technologies, L.L.C., hereafter called New Era Group or Contractor, represented by David P. Campbell, President.

**WHEREAS** there is a need for supplemental computer services to support the MIS and GIS Divisions of the Electronic Information Systems Department;

**NOW, THEREFORE** by mutual consent of Jefferson Parish and New Era Group, the subject Agreement shall run for a term of two (2) years, from October 1, 2012 to October 1, 2014, under the terms and conditions stated in this Agreement.

**Scope of Work to be Performed**

Contractor does hereby agree to provide computer services for Parish to supplement the operations of the MIS and GIS Divisions of the Electronic Information Systems Department. Contractor will assist in the development and maintenance of software applications, support and maintenance of network systems and computer hardware, computer room operations, and related services under the direction of the Director of the Electronic Information Systems Department (Director) or the Council Chairman. Contractor shall meet the scope of services as detailed RFP No. 0249 and Contractor's written proposal on file in the Office of the Chief Buyer for the Parish of Jefferson under RFP No. 0249 and the general terms and conditions of Resolution No. 113646 and amendments thereto, incorporated here by reference.

- 1.0 Operations** - Contractor will be assigned management of portions of MIS operations and projects, such as assisting MIS staff with network and PC issues, creating and implementing software applications, coordinating WAN connections, designing and implementing network configurations, and reviewing facility wiring with electrical and building contractors. Contractor will also run data and telephone cable.
- 1.1** Contractor must provide resources to support the following list of the significant systems, services, and software applications: Oracle database administration, Oracle Application Server, Oracle RAC, GIS database and operations, ESRI software systems, Open Text Hummingbird Document Management, Code Enforcement Reporting and Violations System (MS .Net and Oracle), Exchange 2003, XOssoft WanSync, GFI MailArchiver, Jatheon MailArchiver, Commvault Simpana 9 Backup, Barracuda Spam Firewall, iPrism Web Filter, Cisco routers, firewalls and switches, WAN transport connections (Metro Ethernet, Frame Relay, DSL, cable modem, fiber, copper and wireless) , VMWare, SQL Servers, Linux Servers, Active Directory, DNS, DHCP, WSUS, group policy administration, DCOM Security, VPN, EMC SAN Storage, Dell storage systems, and McAfee Antivirus. In addition, Contractor shall provide resources to support the systems in the parish jail in Gretna: lock maintenance, video surveillance, security systems, teleconferencing, and wiring troubleshooting. Contractor support will be requested on an as needed basis for additional existing systems and future systems and software yet to be acquired.
- 2.0 Data and Phone Cabling** - Contractor must provide resources on an as-needed basis to handle fiber optic cable installation and repair, and installation of copper cable for large jobs, such as data and phone wiring for an entire building.

- 3.0 **Digital Forensics** - Contractor must provide digital forensics resources on an as-needed basis for investigations involving computer equipment and files.
- 4.0 **Recording Activity** - Contractor staff work logs, in a form approved by the Director, shall be presented with Contractor invoices. Vacation and sick time hours shall not be counted as invoiced time. Contractor invoices are subject to approval by the Director.
- 5.0 **Expertise** - The Parish shall not be billed by Contractor for training of Contractor staff in the fundamental requirements for each required staff position as defined in the Request for Proposals and its addenda.
- 6.0 **Data and Application Software** – All data, whether existing prior to the effective date of this agreement or created after the effective date of this agreement, is and shall remain the property of Parish. Any and all software applications(s) installed, modified, or developed for Parish is and shall remain the property of Parish. Any use of the data or software without the expressed written consent of Jefferson Parish shall be considered a breach of this contract by Contractor. The Parish warrants to Contractor that the Parish is the legal licensee of all software provided to Contractor's staff.
- 6.1 **Council Requests** - To the extent requested by the Council, Contractor shall respond directly to the Council to requests made by the Council for reports and/or statistics concerning the systems, services, software applications and any work or services performed by the Contractor on behalf of the Parish.

### **General Terms and Conditions of Agreement**

- 7.0 **Insurance** – Contractor shall secure and maintain at its expense such insurance that will protect it, and the Parish, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without notice of cancellation given to the Parish of Jefferson, in writing, on all of the required coverage provided to Parish. All notices will name Contractor, and identify the Council Resolution approving the terms of this Agreement. The Parish may examine the policies at any time and without notice.
- 7.1 All policies and certificate of insurance of the Contractor shall contain the following clauses:
  - (a) Contractor insurers will have no right of recovery or subrogation against the Parish of Jefferson, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
  - (b) The Parish of Jefferson shall be named as additional insured as regards to general liability with respect to negligence by Contractor.
  - (c) The insurance company(ies) issuing the policy or policies shall have no recourse against the Parish of Jefferson for payment of any premiums or for assessments under any form of policy.
  - (d) Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of Contractor.
- 7.2 Prior to the execution of this Agreement Contractor, shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of Jefferson by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.
  - (a) In the event Contractor hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by Louisiana State Statute exception; employer's liability shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
  - (b) Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
  - (c) Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage.

- 7.3 All policies of insurance shall meet the requirements of the Parish of Jefferson prior to the commencing of any work. The Parish of Jefferson has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the Parish of Jefferson as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Jefferson, Contractor shall promptly obtain a new policy, submit the same to the Parish of Jefferson for approval and submit a certificate thereof as provided above.
- 7.4 Upon failure of Contractor to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of the Parish of Jefferson, may be forthwith declared suspended, discontinued or terminated. Failure of Contractor to take out and/or to maintain insurance shall not relieve Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Contractor concerning indemnification.
- 7.5 Contractor shall secure and maintain at its expense such insurance as will protect Contractor and Jefferson Parish from claims under the worker's compensation acts and from claims for bodily injury, death or property damage which shall arise from the performance of services under Agreement. General commercial liability insurance for bodily injury or death shall be in the amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries or deaths arising from any occurrence.
- 7.6 The insurance for property damage shall be in the amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate. An Errors and Omissions Policy is also required, with limits of no less than \$1,000,000.00 per occurrence.
- 7.7 Certificates of insurance relative to the above provisions shall be furnished to the Parish prior to execution of the contract, and shall have the authorizing resolution number stated on them.
- 7.8 Contractor shall notify the Parish in writing whenever any required insurance is cancelled, at least 30 days prior to such cancellation. The Parish may examine the policies of insurance described above.
- 8.0 **Limitation of Liability** - Contractor shall not be liable for failure to provide services if due to any cause or conditions beyond Contractor's reasonable control. In the event of a breach of this contract by Contractor, Contractor's liability shall be limited to those actual damages sustained by Jefferson Parish which were foreseeable and proximately resulting therefrom and shall not include remote and speculative damages.
- 9.0 **Subletting, Assignment or Transfer** - This Agreement shall be binding upon the successors and assigns of the parties hereto. This Agreement shall not be transferred, assigned, or sublet without the prior written consent of the Jefferson Parish Council.
- 10.0 **Conflict of Interest** - Contractor agrees that no director, officer or employee of Contractor or any affiliated company shall directly or indirectly enter into any contract or agreement with Parish personally or through a partnership of which he is an officer, director or employee, for furnishing data processing services of any type or nature without first disclosing such fact in written notice to the Parish.
- 11.0 **Notice** – Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Parish: Elton M. Lagasse  
Council Chairman  
Jefferson Parish Council  
200 Derbigny Street, Suite 6200  
Gretna, La. 70053  
Phone No.: (504) 364-2626

With Copy to: Deborah Cunningham Foshee  
Parish Attorney  
200 Derbigny Street – Suite 5200  
Gretna Louisiana 70053

Contractor: New Era Group  
David P. Campbell  
5 Sago Lane  
Kenner, LA 70065

**11.1** Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**12.0 Breach and Termination** - This contract may be terminated under any or all of the following conditions:

- (a) by mutual agreement and consent of the parties hereto.
- (b) by the Parish as a consequence of the failure of Contractor to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of Contractor.
- (c) by either party upon failure of the other party to fulfill its obligations as set forth in the contract.
- (d) in the event of the abandonment of the project by the Parish.
- (e) by the Parish for any reason by issuing Contractor thirty (30) days written notice.

**12.1** Upon termination by either party through no fault of Contractor, the Parish agrees to pay Contractor for all services rendered through the date of termination, as well as all outstanding payments due to Contractor for any extra services outside the scope of work provided by Contractor at the request of the Parish. In the event the Parish terminates this Agreement pursuant to paragraph b. above, Contractor shall refund to the Parish pre-payments not yet earned at the effective date of the termination.

**12.2** This Agreement shall terminate on October 1, 2014, unless extended by written amendment.

**12.3** Upon termination of the contract for any reason, Contractor shall deliver to the Director all original documents, notes, electronic and hard-copy files, manuals, licenses, and all other property of Jefferson Parish. Contractor will be allowed to remove its personal supplies and administrative files.

**12.4** Contractor shall participate in an orderly transition of services upon the termination of this contract, and shall cooperate with Parish staff and the staff of any new vendor who may be contracted to provide such services. The Parish has the option to require Contractor to participate in a 30 day transition period beyond the automatic termination date of this contract, or longer with the mutual consent of the Parish and Contractor, under the existing terms and conditions of this contract at the time of termination.

**12.5** The renewal and/or continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract and if the Parish fails to appropriate sufficient monies to provide for payments under the contract, the contract shall terminate on the last day of the last fiscal year for which funds were appropriated.

**12.6** The Parish, by resolution of the Jefferson Parish Council, shall terminate this Agreement in the event false or misleading information is given to the Parish in the response to the Request for Proposals; in the affidavit identifying all subcontractors and persons, excluding full time employees of the firm, who would assist in providing professional services for the project; or in the acknowledgement submitted with each invoice that no subcontractors or persons, excluding full time employees of the firm, have been added without prior council approval by resolution; and further, any and all parties found to be in

violation of the provisions of this section or of the provisions of Section 2-928(C) of the Jefferson Parish Code of Ordinances, including, but not limited to, the person or firm under contract with the Parish to provide professional services and any and all subcontractors improperly added to such a contract, shall be disqualified from contracting with the Parish to provide professional services for one year after such violation is discovered and shall be assessed a penalty payable to the Parish in the amount of five thousand dollars (\$5,000.00) in liquidated damages for each such violation.

**13.0 Contingent Fees** - Contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for Contractor to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona-fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this contract.

**14.0 Hold Harmless** - Contractor agrees to protect defend, indemnify, save, and hold harmless the Parish of Jefferson, the Jefferson Parish Council, the Director of the Electronic Information Systems Department, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability directly arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any wrongful act or omission of Contractor, its agents, servants, and employees in the performance of this Agreement, or any and all costs, expense and/or causes of action except and to the extent of those claims, demands, and/or causes of action arising out of the negligence of the Parish of Jefferson, the Jefferson Parish Council, the Director of the Electronic Information Systems Department, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent except claims by the Parish of Jefferson, the Jefferson Parish Council, the Director of the Electronic Information Systems Management Department, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers.

**15.0 Entire Agreement** - This Agreement, the Request for Statement of Qualifications including all amendments, and Contractor proposal, on file in the Office of the Chief Buyer for the Parish of Jefferson under RFP No. 0249, constitutes the entire agreement between the parties and shall take precedence over any inconsistent provisions contained in any other document. The terms of this contract document take precedence over any inconsistent provisions contained in any other document comprising this Agreement. This Agreement shall not be varied by an oral Agreement or representation or by other than an instrument in writing of subsequent date hereto, approved by the Jefferson Parish Council and executed by both parties by their duly authorized representatives.

**15.1** Should there be any conflict among contract documents, the Request for Statement of Qualifications and the Contractor's written proposal, the following order of precedence shall govern the resolution of the conflict:

- (a) This Agreement;
- (b) RFP 0249 & addenda;
- (c) Resolution No. 113646
- (d) Contractor's written proposal;

**16.0 Independent Contractor** - While in the performance of services or carrying out other obligations under this Agreement, Contractor shall be acting in the capacity of independent contractor and not as employee or agent of the Parish. The Parish shall not be obligated to any person, firm or corporation for any obligations of Contractor arising from the performance of services under this Agreement.

**16.1** It is understood and agreed by the parties hereto that Contractor is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between the Parish and Contractor.

**16.2** The parties hereto acknowledge and agree that Jefferson Parish shall not:

- (a) withhold federal or state income taxes;
- (b) withhold federal social security tax(FICA);
- (c) pay federal or state unemployment taxes for the account of Contractor; or
- (d) pay worker's compensation insurance premiums for coverage for Contractor.

- 16.3** Contractor agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.
- 16.4** Contractor agrees to indemnify and hold the Parish harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Vendor as an independent contractor.
- 16.5** Contractor further agrees to reimburse the Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- 17.0 Governing Law** - This Agreement shall be interpreted by the laws of the State of Louisiana, and the Parish, and Contractor does, by signing this Agreement yield to the sole and exclusive jurisdiction of the Twenty-fourth Judicial District Court of Louisiana and formally waive any pleas of lack of jurisdiction and/or venue in the event of suit under this Agreement.
- 18.0 Suspension of Work** – If for good cause, the Parish desires to suspend all or part of the work agreed to be performed, but not terminate the contract, the Parish may do so by giving Contractor 30 days written notice, which will include an estimated time as to when work can resume. The work may be reinstated in part or in full upon receipt of 30 days written notice from the Parish, or if less than 30 days notice is desired by the Parish, within such time period as mutually agreed by the Parish and Contractor.
- 18.1** Except in the case of termination for cause, should a reduction in force be required by the Parish, the Parish shall provide Contractor 30 days written notice of suspension of duties of any Contractor staff who has been assigned to regular duty on site for a period in excess of six months.
- 19.0 Personnel Approval** - Proposed Contractor staff may be rejected for assignment to duty with the Parish by the Director if such staff does not meet the qualifications stated in the Request for Proposals and its amendments, or does not meet Jefferson Parish employee standards. Contractor shall be given written notice of such rejection. Contractor staff already assigned to duty with the Parish may be requested to be replaced by other qualified Contractor staff for such assignment by the Director, with 24 hours written notice of the specific reasons for the request.
- 19.1** All subcontracts for work to be performed under this contract must first be approved by the Jefferson Parish Council.
- 20.0 Non-Exclusivity** - Contractor acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and the Parish makes no representations or warranties to the contrary.
- 21.0 Pricing** - Contractor agrees to provide the staff positions specified in Attachment A at the indicated hourly rate (Subject to section 5.0 of this Agreement) from the commencement of this contract until October 1, 2013. Contractor is allowed to increase the listed price schedule in Attachment A, effective October 1, 2013, by no more than the net percentage change in the CPI between October 2012 and May 2013 using the all Urban Consumers – All Item Index (U.S. City Average) published by the U.S. Department of Labor, Bureau of Labor Statistics, or 5%, whichever is less until the termination of the contract. Notice of new price rates will be delivered in writing to the Director no later than July 1, 2013.
- 22.0 Payment** – Services provided to Parish by Contractor subject to this Agreement shall be accompanied by accurate invoices fully describing and itemizing all charges and costs to be paid by Parish. An affidavit shall accompany all invoices acknowledging that no subcontractors or persons, excluding full

time employees of the firm, have been added to work on this project without prior council approval by resolution. Billings are 15 days net from the receipt of the invoice.

This Agreement is executed in 4 originals. IN TESTIMONY WHEREOF, they have executed this Agreement, the day and year first above written.

**WITNESSES**

Norma L. Lerner

Ann H. Hudry

**WITNESSES**

Bryan M. LACE

Grissette J. Lewis  
Grissette J. Lewis

PARISH OF JEFFERSON  
STATE OF LOUISIANA  
JEFFERSON PARISH COUNCIL

BY Elton M. Lagasse  
ELTON M. LAGASSE  
COUNCIL CHAIRMAN

NEW ERA INFORMATION TECHNOLOGIES, LLC

BY David B. Campbell  
DAVID B. CAMPBELL  
PRESIDENT

## ATTACHMENT A

### Technology

Network & Server Tech	\$80
Server Tech	\$65
PC Tech	\$40
Oracle Administrator	\$70
Programmer/Analyst	\$60
Project Manager	\$70
Database Admin	\$110
UI Specialist	\$95
Network Cabling	\$95
Network Drops	\$150 per drop
Forensic Lab Tech	\$165
Incident Response Analyst	\$275
Forensic Analyst	\$275
Expert Witness Testimony	\$385
Senior .NET Software Architect	\$110
Subject Matter Expert	\$110
Document Management Specialist	\$100
Document Management Technician	\$65
Training	\$100
Documentation Specialist	\$95
Network Analyst	\$100
Senior Business Analyst	\$100
Senior PC Tech	\$80

### Communications & Cabling

Communications Systems Engineer (After Hours)	\$120 (\$180)
Fiber Technician (After Hours)	\$105 (\$150)
Senior Communications Technician (After Hours)	\$85 (\$130)
Communications Technician (After Hours)	\$70 (\$105)
Communications Helper (After Hours)	\$45 (\$70)
JDSU OTDR Fiber Tester	\$345 per job
Fiber Termination Kit	\$85 per job
Fiber Splicer	\$345 per job
Cat 5/6 Tester	\$110 per job
Service Truck	\$105 per job

### GIS

GIS Web Programmer	\$130
GIS Programmer	\$130
Senior GIS Analyst	\$100
GIS Analyst	\$90
Senior GIS Technician	\$65
GPS Surveyor	\$60
GIS Technician	\$55







September 26, 2012

Mr. Eric Mund  
Attorney  
Jefferson Parish  
P.O. Box 9  
Gretna, LA 70054

Dear Mr. Mund:

Please accept this letter as official notification New Era Information Technologies, LLC does not own any motor vehicles.

If you have any other questions, please contact me at (504) 416-0410.

Sincerely,

NEW ERA TECHNOLOGIES, LLC

A handwritten signature in black ink that reads "David B. Campbell". The signature is written in a cursive style with a large, prominent "D" and "C".

David B. Campbell

DC/wgf



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Eagan Insurance Agency, Inc.</b> 2629 N. Causeway Blvd. P. O. Box 8590 Metairie LA 70002		<b>CONTACT NAME:</b> Maeghan Monnerjahn <b>PHONE (A/C No. Ext):</b> (504) 836-9600 <b>FAX (A/C. No):</b> (504) 836-9621 <b>E-MAIL ADDRESS:</b> monnerjahnma@eaganins.com <b>PRODUCER CUSTOMER ID#:</b> 00033598	
<b>INSURED</b> <b>New Era Information Technologies LLC</b> 5 Sago Kenner LA 70065		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Atlantic Casualty Insurance Co <b>INSURER B:</b> Darwin Select Insurance Com <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 12-13 GL & E&O                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			L008009033	9/23/2012	9/23/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	<b>Errors &amp; Omissions</b>			0305-9554	9/23/2012	9/23/2013	Limit	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is listed as an Additional Insured in respects to General Liability.

<b>CERTIFICATE HOLDER</b> rboudreaux@jeffparish.net Jefferson Parish Council PO BOX 9 Gretna, LA 70054	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE C Trapani, CIC/MAEGH
--	--

Campaign Contribution  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared:  
DAVID CAMPBELL, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized MEMBER / PRESIDENT of  
NEWERA INFORMATION TECH (Entity), the party who submitted a  
Proposal/Contract/Bid/RFP/SOQ No. 0249 (the Matter), to the Parish of Jefferson.

(Choose one of the following):

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

\_\_\_\_\_ Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

  
\_\_\_\_\_  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 13<sup>th</sup> DAY OF August, 2012.

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
  - (1) An affidavit attesting:
    - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
    - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
  - (2) An affidavit attesting to:
    - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
    - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
    - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
  - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

# Search Results for Electronically Filed Campaign Finance Contributions

Based on your search criteria, 15 records were found.

Sort by: Candidate/Committee Name Ascending AND then by: Amount Descending

[Update Sorting Criteria](#)

[Export Results to Spreadsheet \(csv\)](#)

Filer Name	Report	Type	Source	Description	Date	Amount
Capella, Thomas John	F102 : 90P - LA-24130	CONTRIB	NEW ERA INFORMATION TECHNOLOGIES LLC 280 Hickory Ave Harahan, LA 70123		4/30/2011	\$2,000.00
Capella, Thomas John	F102 : 90P - LA-24287	CONTRIB	NEW ERA INFORMATION TECHNOLOGIES LLC 280 Hickory Ave Harahan, LA 70123		4/30/2011	\$2,000.00
Capella, Thomas John	F102 : ANN - LA-23771	CONTRIB	NEW ERA INFORMATION TECHNOLOGIES LLC 280 Hickory Avenue Harahan, LA 70123		12/1/2010	\$1,000.00
Johnston, Paul	F102 : 30P - LA-24725	CONTRIB	NEW ERA INFORMATION TECHNOLOGIES LLC 5 SAGO KENNER, LA 70065-6194	DONATION - BREAKFAST FUNDRAISER - MOSCA'S SEPTEMBER 9 2011	9/9/2011	\$500.00
Johnston, Paul	F102 : 30P - LA-24725	CONTRIB	NEW ERA INFORMATION TECHNOLOGIES LLC 5 SAGO KENNER, LA 70065-6194	FUNDRAISER - CARS OF YESTERYEAR AUGUST 9 2011	8/9/2011	\$250.00
Roberts, Christopher	F102 : 30P - LA-23358	CONTRIB	NEW ERA INFORMATION TECH LLC 280 Hickory Avenue Harahan, LA 70123		2/15/2011	\$1,200.00
Roberts, Christopher	F102 : 30P - LA-24933	CONTRIB	NEW ERA INFORMATION TECH LLC 280 Hickory Avenue Harahan, LA 70123		6/30/2011	\$1,000.00
Roberts, Christopher	F102 : 30P - LA-24933	CONTRIB	NEW ERA INFORMATION TECH LLC 280 Hickory Avenue Harahan, LA 70123		9/6/2011	\$1,000.00
Templet, Ricky	F102 : 30P - LA-24731	CONTRIB	NEW ERA INFORMATION TECHNOLOGIES LLC 280 Hickory Avenue Harahan, LA 70123		6/17/2011	\$250.00
Templet, Ricky	F102 : 30P - LA-24731	CONTRIB	NEW ERA INFORMATION TECHNOLOGIES LLC 280 Hickory Avenue Harahan, LA 70123		6/29/2011	\$250.00
Young, Jr., John F.	F102 : ANN - LA-22324	CONTRIB	NEW ERA INFORMATION TECHNOLOGIES 280 Hickory Ave. Harahan, LA 70123		12/1/2010	\$1,000.00
Young, Jr., John F.	F102 : ANN - LA-29113	CONTRIB	NEW ERA INFORMATION TECHNOLOGIES 280 Hickory Ave. Harahan, LA 70123		9/15/2011	\$1,000.00
Zahn, Ben	F102 : ANN - LA-30069	CONTRIB	NEW ERA INFORMATION TECHNOLOGIES LLC 5 Sago Kenner, LA 70065		11/14/2011	\$1,000.00
Zahn, Ben	F102 : 10P	CONTRIB	NEW ERA INFORMATION		9/18/2011	\$500.00

	- LA-25902		TECHNOLOGIES LLC 5 Sago Kenner, LA 70065			
Zahn, Ben	F102 : 30P - LA-24888	CONTRIB	NEW ERA INFORMATION TECHNOLOGIES LLC 5 Sago Kenner, LA 70065		8/26/2011	\$500.00

Start a New Search by:

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[E-File Contributions](#)

[E-File Loans](#)

[E-File Expenditures](#)

[View Results of Previous Search](#)

## **New Era Information Technologies**

### **Additional Political Contributions**

<b>1. Chris Roberts</b>	<b>02/20/2012</b>	<b>\$1000.00</b>
<b>2. Chris Roberts</b>	<b>03/18/2012</b>	<b>\$1000.00</b>
<b>3. Ricky Templet</b>	<b>04/18/2012</b>	<b>\$ 500.00</b>
<b>4. Elton Lagasse</b>	<b>05/13/2012</b>	<b>\$1000.00</b>
<b>5. John Young</b>	<b>07/18/2012</b>	<b>\$1000.00</b>
<b>6. Ricky Temp</b>	<b>07/30/2012</b>	<b>\$1000.00</b>

Non-Collusion  
AFFIDAVIT

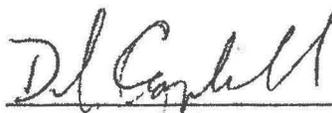
STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,  
DAVID CAMPBELL, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized MEMBER/PRESIDENT of NEW ERA INFORMATION TECHNOLOGY  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0249,  
to Jefferson Parish.

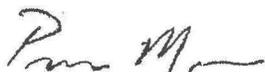
Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.



Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 9<sup>th</sup>  
DAY OF April, 2012.



NOTARY PUBLIC

8473  
Provincetown, Mass

Employment Status Verification  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,

DAVID Campbell, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized MEMBER/PRESIDENT of NEW ERA INFORMATION TECHNOLOGY (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0249 to Jefferson Parish. (Choose one of the following):

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

David Campbell  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 9th  
DAY OF April, 2012.

Provin Mosca  
NOTARY PUBLIC  
Provin Mosca  
8473

Subcontractor  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared, DAVID CAMPBELL  
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized  
PRESIDENT/MEMBER of NEW ERA INFORMATION TECH (Entity), the party who submitted a  
proposal to Jefferson Parish for RFP No. 0249 or an SOQ to  
PROVIDE COMPUTER SERVICES (describe the project). (Choose one of the following):

Affiant further said that Entity will use no subcontractors to assist in providing professional services for the aforementioned SOQ/RFP.

Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned SOQ/RFP.

David Campbell  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 15th  
DAY OF August, 2012

Charles F. Huff  
NOTARY PUBLIC  
Notary # Huff 012389

[Do not fill out this section until making a pay request.]

A copy of this affidavit must be attached to each and every pay requests.

Check here if no additions or substitutions of subcontractors have been made under this contract or contract amendment.

Signature

Date

Any change of subcontractors, excluding full time employees, who assist in providing services for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012  
Code of Ord., Jeff. Parish, LA § 2-923

**New Era Information Technologies LLC**

**List of Subcontractors**

Gulf South Technology Solutions, LLC

Ultix Technologies, Inc.

Solument Enterprises, Inc.

Geographic Computer Technologies, LLC

Vector Electric and Controls, Inc

Digital Forensics Solutions, LLC

Campaign Contribution  
AFFIDAVIT

STATE OF Louisiana

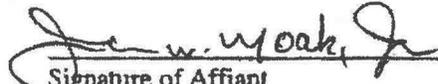
PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:  
James W. Meek, Jr. (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized President & CEO of  
Gulf South Technology Solutions, LLC (Entity), the party who submitted a  
Proposal/Contract/Bid/RFP/SOQ No. 0249 (the Matter), to the Parish of Jefferson.  
(Choose one of the following):

Attached hereto is a list of all campaign contributions, including the date and amount of  
each contribution, made to the current or former members of the Jefferson Parish Council or the  
Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including  
employees, owning 25% or more of the Entity during the two-year period immediately preceding  
the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any  
contributions to or in support of the current or former members of the Jefferson Parish Council or  
the Jefferson Parish President through or in the name of another person or legal entity, either  
directly or indirectly.

Affiant, Entity, and/or officers, directors and owners, including employees, owning 25%  
or more of the Entity, have made no campaign contributions made to the current or former  
members of the Jefferson Parish Council or the Jefferson Parish President during the two-year  
period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have  
not made any contributions to or in support of the current or former members of the Jefferson  
Parish Council or the Jefferson Parish President through or in the name of another person or legal  
entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign  
contributions are made after the execution of this affidavit, but prior to the time the Jefferson  
Parish Council acts on the Matter.

  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 11th DAY OF April, 2012  
  
Notary Public

PATY ADCOCK, NOTARY PUBLIC  
LIVINGSTON PARISH, LOUISIANA  
COMMISSIONED FOR LIFE  
NO. 8521

Updated: 2.20.12  
Code of Ord., Jeff. Parish LA § 2-923-923.1  
1 of 3

Non-Collusion  
AFFIDAVIT

STATE OF Louisiana

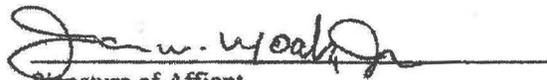
PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared.

James W. Monk, Jr., (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized President & CEO of Gulf South Technology Solutions, LLC. (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0249, to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 11<sup>th</sup>  
DAY OF April, 2012.

  
NOTARY PUBLIC

PATTY ADCOCK, NOTARY PUBLIC  
LIVINGSTON PARISH, LOUISIANA  
COMMISSIONED FOR LIFE  
NO. 8521

Updated: 2.8.2012  
LA-RS § 38:2224(2011)  
Code of Ord., Jeff. Parish, LA § 2-923-923.2

Employment Status Verification  
AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared,

James W. Mook, Jr., (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized President & CEO of Gulf South Technology Solutions, LLC (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0249, to Jefferson Parish. (Choose one of the following):

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

James W. Mook, Jr.  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 11<sup>th</sup>  
DAY OF April, 2012

Patty Adcock  
NOTARY PUBLIC

**PATTY ADCOCK, NOTARY PUBLIC  
LIVINGSTON PARISH, LOUISIANA  
COMMISSIONED FOR LIFE  
NO. 8521**

Updated: 2/17/2012  
LA-RS § 38:2212.10(2011)  
Code of Ord., Jeff. Parish, LA § 2-890

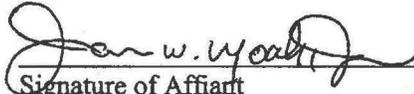
**Subcontractor  
AFFIDAVIT**

STATE OF Louisiana

PARISH/COUNTY OF East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared, James W. Moak, Jr.,  
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized  
President/CEO of Gulf South Technology Solutions, LLC. (Entity), the party who submitted a  
proposal to Jefferson Parish for RFP No. 0249 or an SOQ to  
\_\_\_\_\_ (describe the project). (Choose one of the following):

- Affiant further said that Entity will use no subcontractors to assist in providing professional services for the aforementioned SOQ/RFP.
- Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned SOQ/RFP.

  
\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 14<sup>th</sup>  
DAY OF August, 2012

  
\_\_\_\_\_  
NOTARY PUBLIC **BARRY ADCOCK, NOTARY PUBLIC**  
**LIVINGSTON PARISH, LOUISIANA**  
**COMMISSIONED FOR LIFE**

[Do not fill out this section making a pay request.]

\_\_\_\_\_ A copy of this affidavit must be attached to each and every pay requests.

\_\_\_\_\_ Check here if no additions or substitutions of subcontractors have been made under this contract or contract amendment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any change of subcontractors, excluding full time employees, who assist in providing services for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012  
Code of Ord., Jeff. Parish, LA § 2-923

Campaign Contribution  
AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson  
East Baton Rouge Parish

BEFORE ME, the undersigned authority, personally came and appeared:  
Donald F Flores Jr (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized AGENT of  
ULTIX Technologies (Entity), the party who submitted a  
Proposal/Contract/Bid/RFP/SOQ No. 0249 (the Matter), to the Parish of Jefferson.

(Choose one of the following):

\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

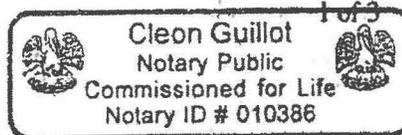
Donald F. Flores Jr.  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 12 DAY OF April, 2012

Cleon Guillot  
Notary Public

Updated: 2.20.12  
Code of Ord., Jeff. Parish LA § 2-923-923.1



Non-Collusion  
AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson  
East Baton Rouge Parish

BEFORE ME, the undersigned authority, personally came and appeared, Donald F Flores Jr, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized AGENT of ULTIX Technologies (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0249 to Jefferson Parish.

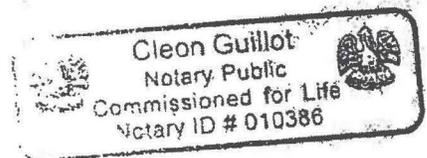
Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

Donald F. Flores Jr  
Signature of Affiant 1999

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 12  
DAY OF April, 2012

Cleon Guillot  
NOTARY PUBLIC



Updated: 2.8.2012  
LA-RS § 38:2224(2011)  
Code of Ord., Jeff. Parish, LA § 2-923-923.2

Employment Status Verification  
AFFIDAVIT

STATE OF Louisiana  
PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared,

Donald F Flores, Jr. (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized AGENT of Ultix Technologies  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0249  
to Jefferson Parish. (Choose one of the following):

Affiant further said:

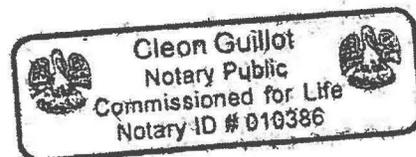
- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

Donald F. Flores, Jr.  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 12  
DAY OF April, 2012

Cleon Guillot  
NOTARY PUBLIC



Updated: 2/17/2012  
LA-RS § 38:2212.10(2011)  
Code of Ord., Jeff. Parish, LA § 2-390

Subcontractor  
AFFIDAVIT

STATE OF Louisiana  
PARISH/COUNTY OF EAST BAYOU ROUGE

BEFORE ME, the undersigned authority, personally came and appeared, Donald  
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized  
F FLORES JR of ULTIX Technology (Entity), the party who submitted a  
proposal to Jefferson Parish for RFP No. 0249 or an SOQ to  
RFP 0249 (describe the project). (Choose one of the following):

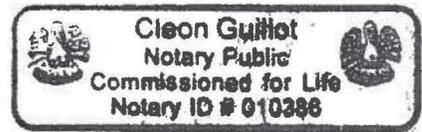
Affiant further said that Entity will use no subcontractors to assist in providing  
professional services for the aforementioned SOQ/RFP.

Affiant further said that attached is a listing of all subcontractors, excluding full time  
employees, who may assist in providing professional services for the aforementioned  
SOQ/RFP.

Donald F. Flores, Jr. 1999  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 14  
DAY OF Aug, 2012

Cleon Guillot  
NOTARY PUBLIC



[Do not fill out this section until making a pay request.]

A copy of this affidavit must be attached to each and every pay requests.

Check here if no additions or substitutions of subcontractors have been made under this  
contract or contract amendment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any change of subcontractors, excluding full time employees, who assist in providing services  
for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012  
Code of Ord., Jeff. Parish, LA § 2-923

Campaign Contribution  
AFFIDAVIT

STATE OF LOUISIANA  
PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared:  
Dr. Robert Sternhell, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized CEO + PRESIDENT of  
SOLUTIONT CORPORATION (Entity), the party who submitted a  
Proposal/Contract/Bid/RFP/SOQ No. 0249 (the Matter), to the Parish of Jefferson.

(Choose one of the following):

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

\_\_\_\_\_ Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

x NAST  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 13th DAY OF August, 20 12

Notary Public  
**THORNE D. HARRIS III**  
NOTARY PUBLIC  
STATE OF LOUISIANA  
BAR ROLL NO. 06641  
COMMISSIONED FOR LIFE

Updated: 2.20.12  
Code of Ord., Jeff. Parish LA § 2-923-923.1  
1 of 3

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
- (1) An affidavit attesting:
    - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
    - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
  - (2) An affidavit attesting to:
    - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
    - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant, and attesting;
    - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
  - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

2 of 3

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

Campaign Contributions  
from 4/10/2010 to 8/6/2012

<u>Recipient</u>	<u>Date</u>	<u>Amount</u>
Ben Zahn Campaign Fund	9/16/2011	\$ 250.00
	9/19/2011	\$ 2,000.00
	9/27/2011	\$ 1,000.00
	12/12/2011	\$ 1,000.00
	4/12/2012	\$ 500.00
		<u>\$ 4,750.00</u>
Byron Lee Campaign Fund	6/8/2010	\$ 1,000.00
Committee to Elect Chris Roberts	10/27/2010	\$ 500.00
	3/31/2011	\$ 500.00
	8/22/2011	\$ 1,000.00
	10/18/2011	\$ 250.00
	1/20/2012	\$ 500.00
	3/8/2012	\$ 2,000.00
	6/19/2012	\$ 1,000.00
		<u>\$ 5,750.00</u>
Committee to Elect Mark Spears	9/15/2011	\$ 1,500.00
	11/7/2011	\$ 1,000.00
	7/23/2012	\$ 500.00
		<u>\$ 3,000.00</u>
Cynthia Lee-Sheng Campaign Fund	2/10/2011	\$ 500.00
Elton Lagasse Campaign Fund	9/7/2011	\$ 500.00
	1/10/2012	\$ 500.00
	5/7/2012	\$ 2,000.00
		<u>\$ 3,000.00</u>
John Young Campaign Fund	4/26/2010	\$ 1,000.00
	12/1/2010	\$ 2,000.00
	8/10/2011	\$ 1,000.00
	8/2/2012	\$ 1,000.00
		<u>\$ 5,000.00</u>
Paul Johnston Campaign Fund	9/16/2011	\$ 1,000.00
	2/2/2012	\$ 500.00
		<u>\$ 1,500.00</u>

Ricky Templet Campaign Fund	10/25/2011	\$ 1,000.00
	4/18/2012	\$ 1,500.00
	7/25/2012	\$ 2,000.00
		<u>\$ 4,500.00</u>
Tom Capella Campaign Fund	4/26/2010	\$ 2,000.00
	12/1/2010	\$ 2,000.00
		<u>\$ 4,000.00</u>

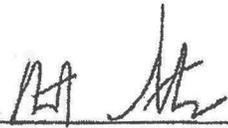
Non-Collusion  
AFFIDAVIT

STATE OF Louisiana  
PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared,  
Dr. Robert Sternhell, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized CEO + President of Solutient Cooperation  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0249  
to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

  
\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 11th  
DAY OF April, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC

**THORNE D. HARRIS III**  
NOTARY PUBLIC  
STATE OF LOUISIANA  
BAR ROLL NO. 06641  
COMMISSIONED FOR LIFE

Updated: 2.8.2012  
LA-RS § 38:2224(2011)  
Code of Ord., Jeff. Parish, LA § 2-923-923.2

Employment Status Verification  
AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared,

Dr. Robert Steinbell, (Affiant) who after being duly sworn, deposed and said that

he/she is the fully authorized CEO - President of Solutient Corporation

(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0249

to Jefferson Parish. (Choose one of the following):

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

[Signature]  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 11th  
DAY OF April, 2012

[Signature]  
NOTARY PUBLIC

**THORNE D. HARRIS III**  
NOTARY PUBLIC  
STATE OF LOUISIANA  
BAR ROLL NO. 06641  
COMMISSIONED FOR LIFE

Updated: 2/17/2012  
LA-RS § 38:2212.10(2011)  
Code of Ord., Jeff. Parish, LA § 2-890

Subcontractor  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared, DR. ROBERT STEINHAELZ  
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized  
CEO & PRESIDENT of SOLUTIONT CORPORATION (Entity), the party who submitted a  
proposal to Jefferson Parish for RFP No. 0249 or an SOQ to  
\_\_\_\_\_ (describe the project). (Choose one of the following):

Affiant further said that Entity will use no subcontractors to assist in providing  
professional services for the aforementioned SOQ/RFP.

Affiant further said that attached is a listing of all subcontractors, excluding full time  
employees, who may assist in providing professional services for the aforementioned  
SOQ/RFP.

[Signature]  
\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 15<sup>th</sup>  
DAY OF August, 2012

**THORNE D. HARRIS III**  
NOTARY PUBLIC  
STATE OF LOUISIANA  
BAR ROLL NO. 06641  
COMMISSIONED FOR LIFE

[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC

[Do not fill out this section until making a pay request.]

\_\_\_\_\_ A copy of this affidavit must be attached to each and every pay requests.

Check here if no additions or substitutions of subcontractors have been made under this  
contract or contract amendment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any change of subcontractors, excluding full time employees, who assist in providing services  
for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012  
Code of Ord., Jeff. Parish, LA § 2-923

**Campaign Contribution  
AFFIDAVIT**

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

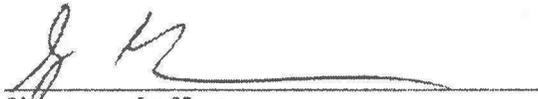
BEFORE ME, the undersigned authority, personally came and appeared: GARY THOMPSON, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized CEO of GEOGRAPHIC COMPUTER TECHNOLOGIES, LLC (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_ (the Matter), to the Parish of Jefferson.

(Choose one of the following):

\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

  
\_\_\_\_\_  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 13 DAY OF Aug, 2012.

  
\_\_\_\_\_  
Notary Public

**SALVADORE A. MORTILLARO II  
NOTARY PUBLIC FOR LIFE  
PARISH OF ST. TAMMANY  
LOUISIANA  
NOTARY ID NO. 88181**

Updated: 2.20.12  
Code of Ord., Jeff. Parish LA § 2-923-923.1  
1 of 3

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
- (1) An affidavit attesting:
    - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
    - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
  - (2) An affidavit attesting to:
    - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
    - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
    - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
  - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

2 of 3

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

Non-Collusion  
AFFIDAVIT

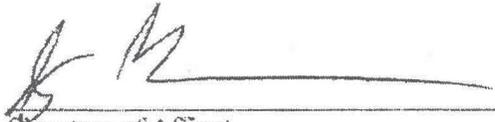
STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,  
GREG THOMPSON, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized CEO of GEOGRAPHIC COMPUTER TECHNOLOGIES, LLC  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_,  
to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

  
\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 13  
DAY OF Aug, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC

SALVADORE A. MORTILLARO II  
NOTARY PUBLIC FOR LIFE  
PARISH OF ST. TAMMANY  
LOUISIANA  
NOTARY ID NO. 66161

Updated: 2.8.2012  
I.A-RS § 38:2224(2011)  
Code of Ord., Jeff. Parish, LA § 2-923-923.2

Employment Status Verification  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared.

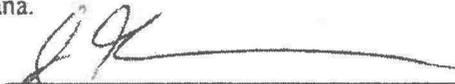
GREG THOMPSON, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized CEO of GEOGRAPHIC Computer TECHNOLOGIES, LLC  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_,

to Jefferson Parish. (Choose one of the following):

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

  
\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 13  
DAY OF Aug, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC

SALVADORE A. MORTILLARO II  
NOTARY PUBLIC FOR LIFE  
PARISH OF ST. TAMMANY  
LOUISIANA  
NOTARY ID NO. BB181

Updated: 2/17/2012  
LA-RS § 38:2212.10(2011)  
Code of Ord., Jeff. Parish, LA § 2-890

**Subcontractor  
AFFIDAVIT**

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

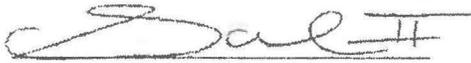
BEFORE ME, the undersigned authority, personally came and appeared, Carl B. Thompson,  
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized  
C.E.D. Geographic of COMPUTER TECHNOLOGIES, LLC (Entity), the party who submitted a  
proposal to Jefferson Parish for RFP No. \_\_\_\_\_ or an SOQ to  
\_\_\_\_\_ (describe the project). (Choose one of the following):

Affiant further said that Entity will use no subcontractors to assist in providing professional services for the aforementioned SOQ/RFP.

\_\_\_\_ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned SOQ/RFP.

  
\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 13  
DAY OF Aug, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC

**SALVADORE A. MORTILLARO II  
NOTARY PUBLIC FOR LIFE  
PARISH OF ST. TAMMANY  
LOUISIANA  
NOTARY ID NO. 88181**

*[Do not fill out this section until making a pay request.]*

\_\_\_\_\_  
A copy of this affidavit must be attached to each and every pay requests.

\_\_\_\_ Check here if no additions or substitutions of subcontractors have been made under this contract or contract amendment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any change of subcontractors, excluding full time employees, who assist in providing services for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012  
Code of Ord., Jeff. Parish, LA § 2-923

**Campaign Contribution  
AFFIDAVIT**

**STATE OF Louisiana**

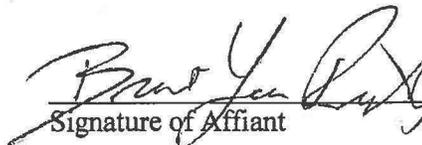
**PARISH/COUNTY OF Ascension**

BEFORE ME, the undersigned authority, personally came and appeared:  
Brent Rigsby, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized Vice President of Vector Electric & Controls, Inc(Entity), the  
party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0249 (the  
Matter), to the Parish of Jefferson. (Choose one of the following):

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

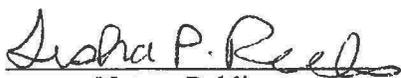
Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

  
\_\_\_\_\_  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 10th DAY OF Aug, 2012

  
\_\_\_\_\_  
Notary Public

Updated: 2.20.12  
Code of Ord., Jeff. Parish LA § 2-923-923.1  
1 of 3

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
- (1) An affidavit attesting:
    - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
    - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
  - (2) An affidavit attesting to:
    - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
    - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
    - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
  - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

2 of 3

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

Non-Collusion  
AFFIDAVIT

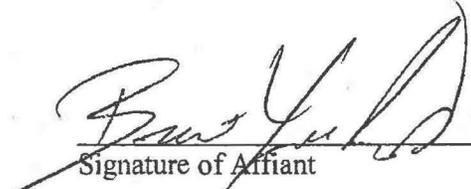
STATE OF Louisiana

PARISH/COUNTY OF Ascension

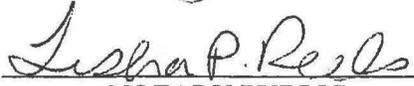
BEFORE ME, the undersigned authority, personally came and appeared,  
Brent Rigsby, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized Vice President of Vector Electric & Controls, Inc  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0249,  
to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

  
\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 10th  
DAY OF Aug, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC

**Employment Status Verification  
AFFIDAVIT**

STATE OF Louisiana

PARISH/COUNTY OF Ascension

BEFORE ME, the undersigned authority, personally came and appeared,

Brent Rigsby, (Affiant) who after being duly sworn, deposed and said that

he/she is the fully authorized Vice President of Vector Electric & Controls, Inc

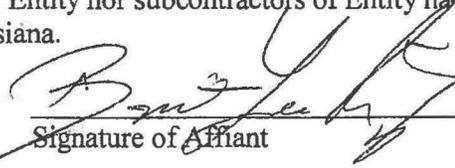
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. 0249,

to Jefferson Parish. (Choose one of the following):

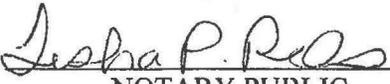
\_\_\_\_\_ Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

  
\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 10th  
DAY OF Aug, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC

**Subcontractor  
AFFIDAVIT**

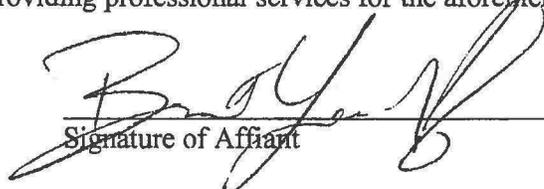
**STATE OF Louisiana**

**PARISH/COUNTY OF Ascension**

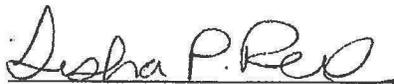
BEFORE ME, the undersigned authority, personally came and appeared, Brent Rigsby, (Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized Vice President of Vector Electric & Controls, Inc (Entity), the party who submitted a proposal to Jefferson Parish for RFP No. 0241 or an SOQ to \_\_\_\_\_ (describe the project). (Choose one of the following):

Affiant further said that Entity will use no subcontractors to assist in providing professional services for the aforementioned SOQ/RFP.

Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned SOQ/RFP.

  
\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 10th  
DAY OF Aug, 2012

  
\_\_\_\_\_  
NOTARY PUBLIC

*[Do not fill out this section until making a pay request.]*

\_\_\_\_\_ A copy of this affidavit must be attached to each and every pay requests.

\_\_\_\_\_ Check here if no additions or substitutions of subcontractors have been made under this contract or contract amendment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any change of subcontractors, excluding full time employees, who assist in providing services for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012  
Code of Ord., Jeff. Parish, LA § 2-923

Campaign Contribution  
AFFIDAVIT

STATE OF LOUISIANA  
PARISH/COUNTY OF JEFFERSON

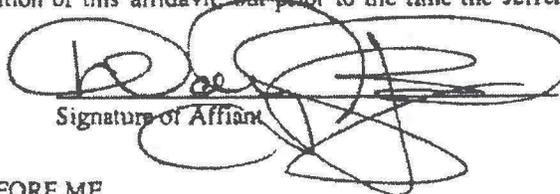
BEFORE ME, the undersigned authority, personally came and appeared:  
Daryl Pfeif (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized Co-founder & CEO of  
Digital Forensics Solutions (Entity), the party who submitted a  
Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_ (the Matter), to the Parish of Jefferson.

(Choose one of the following):

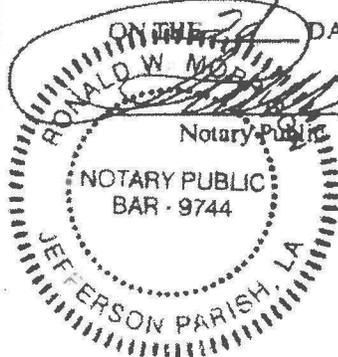
\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 24 DAY OF April, 2012

  
RONALD W. MOORE  
Notary Public  
NOTARY PUBLIC  
BAR - 9744  
JEFFERSON PARISH, LA

Updated: 2.20.12  
Code of Ord., Jeff. Parish LA § 2-923-923.1  
1 of 3

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
- (1) An affidavit attesting:
    - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
    - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
  - (2) An affidavit attesting to:
    - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
    - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting;
    - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
  - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12  
Code of Ord., Jeff. Parish LA § 2-923-923.1  
2 of 3

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

3 of 3

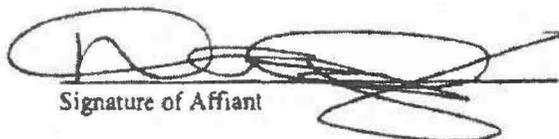
Non-Collusion  
AFFIDAVIT

STATE OF LOUISIANA  
PARISH/COUNTY OF JEFFERSON

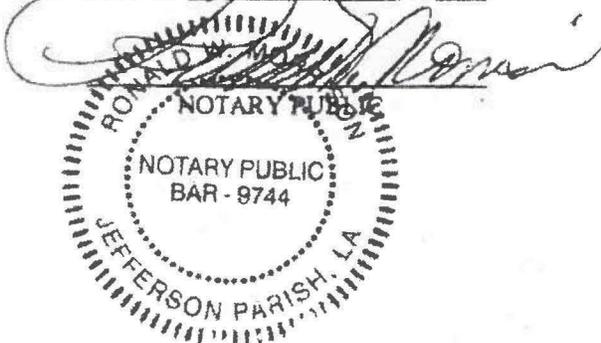
BEFORE ME, the undersigned authority, personally came and appeared,  
DARYL PFEIF, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized Co-founder & CEO of Digital Forensics Solutions, LLC  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_  
to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 24  
DAY OF April, 2012

  
NOTARY PUBLIC  
NOTARY PUBLIC  
BAR - 9744  
JEFFERSON PARISH, LA

Updated: 2.8.2012  
LA-RS § 38:2224(2011)  
Code of Ord., Jeff Parish, LA § 2-923-923.2

Employment Status Verification  
AFFIDAVIT

STATE OF LOUISIANA  
PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,

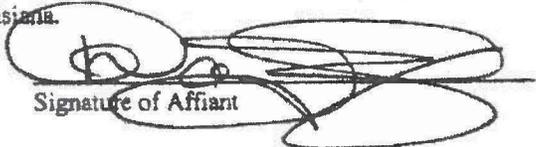
Daryl Pfeiffer (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized Co-founder/CEO of Digital Forensics Solutions, LLC  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_

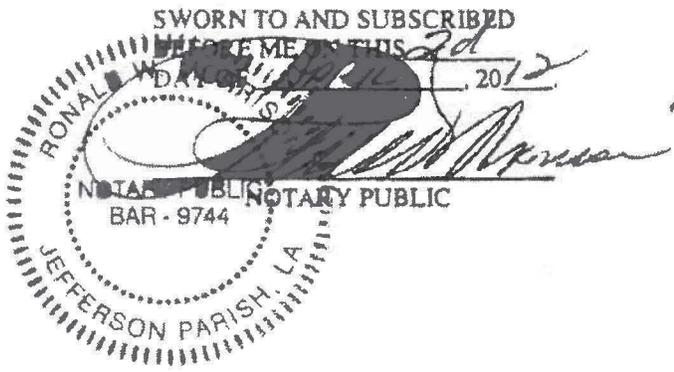
to Jefferson Parish. (Choose one of the following):

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS 2d day of April, 2012  
  
NOTARY PUBLIC  
BAR - 9744  
JEFFERSON PARISH, LA

Updated: 2/17/2012  
LA-RS § 38:2212.10(2011)  
Code of Ord., Jeff. Parish, LA § 2-890

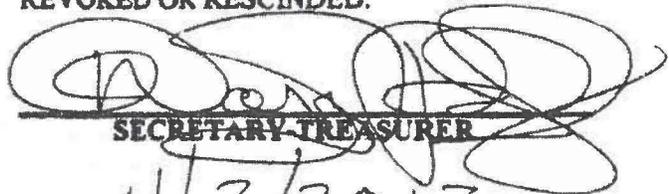
**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
Digital Forensics Solutions, LLC (DFS)  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF DFS, LLC  
INCORPORATED, DULY NOTICED AND HELD ON March 31, 2012  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED. THAT Devin Pfeif, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL  
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF  
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,  
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE  
ABOVE DATED MEETING OF THE BOARD  
OF DIRECTORS OF SAID CORPORATION,  
AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

  
SECRETARY TREASURER  
4/2/2012  
DATE

Subcontractor  
AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared, DARYL Pfeif

(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized

Co-founder and CEO of Digital Forensics solutions (Entity), the party who submitted a  
proposal to Jefferson Parish for RFP No. \_\_\_\_\_ or an SOQ to

\_\_\_\_\_ (describe the project). (Choose one of the following):

Affiant further said that Entity will use no subcontractors to assist in providing professional services for the aforementioned SOQ/RFP.

Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned SOQ/RFP.

[Signature]  
Signature of Affiant

RONALD W. MORRISON  
SWORN TO AND SUBSCRIBED  
NOTARY PUBLIC OF THIS  
PARISH OF JEFFERSON, 2012  
[Signature]  
NOTARY PUBLIC

[Do not fill out this section until making a pay request.]

A copy of this affidavit must be attached to each and every pay requests.

Check here if no additions or substitutions of subcontractors have been made under this contract or contract amendment.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Any change of subcontractors, excluding full time employees, who assist in providing services for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

Updated: 2.8.2012  
Code of Ord., Jeff. Parish, LA § 2-923

Resolution  
No. 126174  
Ratifying Amendment  
#2 (New Era)



On joint motion of all Councilmembers present, the following resolution was offered:

**RESOLUTION NO. 126174**

A resolution ratifying Amendment No. 2 to the professional services contract with New Era Information Technologies, L.L.C. to provide additional equipment and maintenance for a security system for Jefferson Parish. (Parishwide)

**WHEREAS**, a two year contract, number RP-249, between Jefferson Parish and New Era Information Technologies, L.L.C., dated September 27, 2012 to provide supplemental computer services to support the MIS and GIS Divisions of the Electronic Information Systems Department was ratified by Resolution No. 119541, and adopted September 19, 2012; and

**WHEREAS**, Amendment No. 1 to provide a two (2) year extension of the contract with a new termination date of September 30, 2016, was ratified by Resolution No. 122791, adopted on April 30, 2014; and

**WHEREAS**, Contractor and the Parish have agreed to amend the contract to add equipment and maintenance for a security system for the Department of General Services; and

**WHEREAS**, it is in the best interest of Jefferson Parish to amend the contract with New Era Information Technologies, L.L.C.

**NOW, THEREFORE, BE IT RESOLVED**, by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as the governing authority of said Parish:

**SECTION 1.** That Amendment No. 2 to the professional services contract with New Era Information Technologies, L.L.C. to provide additional equipment and maintenance for a security system is hereby ratified.

**SECTION 2.** That all costs associated with Amendment No. 2 shall be taken from Account No. 63560-3968-7432.3.

**SECTION 3.** That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, is authorized to sign any and all documents to enforce this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

**YEAS: 7**

**NAYS: None**

**ABSENT: None**

The resolution was declared to be adopted on this the **9<sup>th</sup> day of December, 2015.**

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ  
PARISH CLERK

JEFFERSON PARISH COUNCIL

# Attachment H

## Amendment #2 (New Era)



**AMENDMENT NO. 2 TO THE SERVICES CONTRACT  
BETWEEN  
THE PARISH OF JEFFERSON  
AND  
NEW ERA INFORMATION TECHNOLOGIES, L.L.C.**

STATE OF LOUISIANA  
PARISH OF JEFFERSON

This Amendment made and entered into on this 16th day of February, 2016, by and between the Jefferson Parish Council, hereinafter called PARISH, represented by its Council Chairman, Cynthia Lee-Sheng, authorized by Resolution No. 126174, dated the 9th day of December, 2015 and New Era Information Technologies, L.L.C., hereinafter called Contractor, represented by David Campbell, its duly authorized President.

**WITNESS THAT:**

WHEREAS, a two year contract, number RP-249, between Jefferson Parish and New Era Information Technologies, L.L.C., dated September 27, 2012 to provide supplemental computer services for the Electronic Information Systems Department was ratified by Resolution No. 119541, adopted September 19, 2012; and

WHEREAS, Amendment No. 1 to provide a two (2) year extension of the contract with a new termination date of September 30, 2016, was ratified by Resolution No. 122791, adopted on April 30, 2014; and

WHEREAS, Contractor and PARISH have agreed to amend the contract to add equipment and maintenance for a security system for the Department of General Services; and

WHEREAS, it is in the best interest of Jefferson Parish to amend the contract with New Era Information Technologies, L.L.C.

NOW, THEREFORE, it is hereby agreed between the parties that the Contract dated September 27, 2012, as amended by Amendment No. 1, be amended as follows:

**Section 1. Add the following to "Scope of Work to be Performed:"**

"Contractor shall provide equipment and maintenance for a security system for PARISH, as required in the following scope of services:

- Provide new equipment on an as needed basis to upgrade and expand existing parish wide security systems. This new equipment shall operate with the current Jefferson Parish systems. This equipment will be part of the contract and purchased as needed:
  - o Card access
  - o Identification Management
  - o Video cameras, digital video recorders and all other peripheral items needed to properly operate a parish wide CCTV system.
  - o Labor
  - o Wiring, conduit, etc.
  - o Mounting brackets, holders, etc.

- Provide equipment as needed to replace existing equipment which may become non-operational on an existing Level Access Control Hardware/Software (ACHS) and an Identification Management System Security System consisting of, but not limited to, Access Control Hardware/Software (ACHS), card swipe with and without code access, audio and/or visual equipment, computer equipment (hardware and software) and an Identification Management System including printers, cameras, access cards, and all associated primary and peripheral equipment needed to provide a full security system. An equal system to the existing system will be allowed. However, it will be the responsibility of the Contractor to replace all current equipment in order for the Security/ID Management Operations to remain the same or better than the existing system
- Provide security consulting services on all hardware and software updates
- Provide annual software support and maintenance
- Provide training/operator support services

All work for the equipment and maintenance of the security system shall be under the direction of the Jefferson Parish Department of General Services, and all requests, plans, reports, etc. shall be submitted to it and all approvals and administration of the security system shall be through it."

**Section 2. Add the following:**

"21.0 Pricing – Contractor agrees to provide all services and maintenance of the security system at a cost not exceed \$160,000.00 per year. The total cost for an embedded technician to perform additional programming, access control and video software data input, updates and software clean-up shall not exceed 325 hours per year at a rate of \$105.00 per hour for a total of \$34,125.00 per year. The total cost for all additional installation of new equipment shall not exceed \$800,000.00 per year."

All other provisions of the Original Agreement, as amended by Amendment No. 1 are to remain unchanged.

IN TESTIMONY WHEREOF, this Amendment No. 2 is executed in four (4) originals on the day and year first above written.

WITNESSES:

Norma Linder

Ann H. Hudry

Alan M. Frost

Wanda B. Burns

PARISH OF JEFFERSON

BY: Cynthia Lee Sheng  
CYNTHIA LEE-SHENG, CHAIRWOMAN  
JEFFERSON PARISH COUNCIL

New Era Information Technologies, L.L.C.

BY: David Campbell  
DAVID CAMPBELL  
PRESIDENT

Parish Response





# PARISH OF JEFFERSON

## OFFICE OF THE PRESIDENT

MICHAEL S. YENNI  
PARISH PRESIDENT

VALERIE W. BROLIN  
CHIEF ADMINISTRATIVE ASSISTANT

December 12, 2016

Mr. David McClintock  
Jefferson Parish Inspector General  
5401 Jefferson Highway, Suite C  
Jefferson, Louisiana 70123

***Re: Administrative Response to IG Report 2015-0006: Security Services Contracting in 2015***

Mr. McClintock:

The Yenni Administration is in receipt of your draft Report 2015-0006: Security Services Contracting in 2015. We appreciate the opportunity to examine the issues with the cooperation of your department and to provide a response to your findings.

**JPOIG FINDING #1: Method of procurement violated Parish Ordinances**

**JPOIG RECOMMENDS:**

As a steward of public funds, the Parish is required to maintain legal, transparent and consistent handling of contracts; together with ensuring compliance with established Parish ordinances. In that regard, Jefferson Parish should establish a procurement and legal review process for all potential contracts and amendments to ensure that they meet all established legal and procurement requirements prior to council review and approval. The benefits of this process are as follows:

1. Jefferson Parish citizens and the Parish Council would have additional assurance that all awarded contracts and amendments are in compliance with applicable law.
2. Jefferson Parish citizens and the Parish Council would consistently receive the benefits of a competitive bid process and would better ensure fairness and transparency within its contracting efforts.

**RESPONSE:**

Jefferson Parish has developed procurement processes and policies as well as a thorough legal review process that takes place prior to the council's review and approval. However, the decision to amend this contract was made under the previous administration. At that time, the Parish Attorney, Ms. Deborah Foshee, opined that an amendment to expand the scope of the existing New Era support contract would be prudent. An email dated November 9, 2015 is attached to this response (**Attachment A**) and outlines her position.

Joseph S. Yenni Building-1221 Elmwood Park Boulevard-Suite 1002-Jefferson, Louisiana 70123-PO Box 10242-Jefferson, Louisiana 70123

Office: 504-736-6400-Fax: 504-736-6638

Email: [kconley@jeffparish.net](mailto:kconley@jeffparish.net)-[nnewton@jeffparish.net](mailto:nnewton@jeffparish.net)

Website: [www.jeffparish.net](http://www.jeffparish.net)



# PARISH OF JEFFERSON

## OFFICE OF THE PRESIDENT

MICHAEL S. YENNI  
PARISH PRESIDENT

VALERIE W. BROLIN  
CHIEF ADMINISTRATIVE ASSISTANT

Upon the Yenni Administration taking office, it was determined that the expansion of the scope of work for the existing New Era support contract did circumvent parish procurement policies and procedures, as well as state law. New Era's support contract was set to expire in September of 2016, therefore the Parish President's Office directed the Electronic Information Systems (EIS) Department to begin the RFP process *without* including security services in the scope of work. Further, the Security Department was directed to begin the RFP process in an effort to competitively and properly solicit its services. Each of the RFP processes have been completed and separate contracts for each service have taken effect.

JPOIG FINDING #2: Significant deficiencies in controls over the payment process

### JPOIG RECOMMENDS:

Jefferson Parish should require sufficient detail and adequate documentation of services rendered prior to the payment of vendor invoices.

### RESPONSE:

Jefferson Parish does require sufficient detail of services rendered prior to processing vendor payments. The New Era invoice referred to in JPOIG Report 2015-0006 (No. 40262) is the *cover sheet* to an EIS support invoice which includes a brief synopsis of services. These cover sheets are accompanied by detailed invoices that display line items including specific descriptions of tasks performed. Please note that the New Era invoice no. 40262 dated December 3, 2015 referenced in JPOIG Report 2015-0006 *does not* include security service related charges. However, invoices submitted for security services after the execution of the amendment are formatted in a similar manner, a coversheet with brief synopses followed by several pages of detail surrounding each billable task. Security related invoices from New Era come in two (2) formats. The first is the flat maintenance rate, billed on a monthly cost as established in the new contract. A sample is attached to this response (*Attachment B*). The second is a project based invoice which includes quantities of materials and labor. This invoice also includes the cost of all labor and materials which have been established in the new contract. A sample of this type of invoice is attached to this response as well (*Attachment C*).

In the future, prior to reporting, please contact the administration to ensure that the documents you obtain are accurate and pertain to the research you are conducting. This will avoid any confusion such as what is described above in the future.

Joseph S. Yenni Building-1221 Elmwood Park Boulevard-Suite 1002-Jefferson, Louisiana 70123-PO Box 10242-Jefferson, Louisiana 70123

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Website: [www.jeffparish.net](http://www.jeffparish.net)



# PARISH OF JEFFERSON

## OFFICE OF THE PRESIDENT

MICHAEL S. YENNI  
PARISH PRESIDENT

VALERIE W. BROLIN  
CHIEF ADMINISTRATIVE ASSISTANT

**JPOIG FINDING #3: Significant deficiencies in controls over the RFP and contracting process**

**JPOIG RECOMMENDS:**

Jefferson Parish should establish a procurement and legal review process for all potential contracts and amendments to ensure that they meet all established legal and procurement requirements prior to council review and approval. This would provide additional assurance that the correct department is administering the contract involved. This would also ensure that the RFP process is utilized where required and the confusion of having multiple scopes and multiple service expectations on one contract can be avoided.

**RESPONSE:**

Jefferson Parish has established procurement and legal review processes. As stated in an earlier section of this communication, it was the opinion of the previous parish attorney that the amendment to expand New Era's scope of work to include security services was allowable. The amendment was placed on the council agenda directly by the council. Therefore, this action did not go before the Government Advisory Board (GAB). GAB is an extra measure in place to review all proposed bids and RFPs. The Yenni administration holds a differing position, and therefore, the scopes of work and contracts were separated via the RFP process (RFPs 0345 (Attachment D) and 0349 (Attachment E)).

**JPOIG FINDING #4: Significant deficiencies in controls over requirements in the contracting process**

**JPOIG RECOMMENDS:**

Jefferson Parish should establish a procurement and legal review process for all potential contracts and amendments to ensure that in practice they meet all established legal and procurement requirements prior to council review and approval. Jefferson Parish should ensure in this review that all contracts require adequate documentation and support for services provided and the amounts invoiced.

**RESPONSE:**

These processes exist. At this time, the Yenni Administration is comfortable with Jefferson Parish's legal and procurement requirements as well as the review processes in currently in place. We cannot comment nor do we take a position on the legal opinions and processes set forth by members of the previous administration.

Joseph S. Yenni Building-1221 Elmwood Park Boulevard-Suite 1002-Jefferson, Louisiana 70123-PO Box 10242-Jefferson, Louisiana 70123

Office: 504-736-6400-Fax: 504-736-6638

Email: [kconley@jeffparish.net](mailto:kconley@jeffparish.net)-[nnewton@jeffparish.net](mailto:nnewton@jeffparish.net)

Website: [www.jeffparish.net](http://www.jeffparish.net)



# PARISH OF JEFFERSON

## OFFICE OF THE PRESIDENT

MICHAEL S. YENNI  
PARISH PRESIDENT

VALERIE W. BROLIN  
CHIEF ADMINISTRATIVE ASSISTANT

### YENNI ADMINISTRATION RECOMMENDATION:

Protocol for audit and investigation typically includes a notice to the party being audited and/or investigated prior to the beginning of the process. In the JPOIG Audit Process (Chart 1 of 2017 Work Plan) it is indicated that an Entrance Conference should have been conducted. The Yenni Administration is not aware that this step was followed. This would have identified the facts and documentation were accurate prior to your investigation. We suggest this step be followed in future investigations.

Should you wish to discuss any portion of the response or attachments referenced herein, I stand ready to answer any questions and/or provide further information should you request it.

Sincerely,

Valerie W. Brolin  
Chief Administrative Assistant  
Office of the Parish President

Joseph S. Yenni Building-1221 Elmwood Park Boulevard-Suite 1002-Jefferson, Louisiana 70123-PO Box 10242-Jefferson, Louisiana 70123

Office: 504-736-6400-Fax: 504-736-6638

Email: [kconley@jeffparish.net](mailto:kconley@jeffparish.net)-[nnewton@jeffparish.net](mailto:nnewton@jeffparish.net)

Website: [www.jeffparish.net](http://www.jeffparish.net)

## 1. RE: New Era

**From:** DFoshee <DFoshee@jeffparish.net>  
**To:** JMolaison <JMolaison@jeffparish.net>, EFrench <EFrench@jeffparish.net>  
**Cc:** JYoung <JYoung@jeffparish.net>, AMAestri <AMAestri@jeffparish.net>  
**Sent Date:** Nov 09, 2015 16:18:55  
**Subject:** RE: New Era

---

Acknowledged. Emily, please note.

Deborah Cunningham Foshee  
Parish Attorney  
Jefferson Parish  
1221 Elmwood Park Blvd  
Suite 701  
Jefferson, LA 70123  
(504) 736-6300  
(504) 736-6307 (fax)

**From:** JMolaison  
**Sent:** Monday, November 9, 2015 4:16 PM  
**To:** DFoshee <DFoshee@jeffparish.net>  
**Cc:** JYoung <JYoung@jeffparish.net>; AMAestri <AMAestri@jeffparish.net>  
**Subject:** RE: New Era

Thanks - appreciate the follow-up Deborah. Please have Emily draft the Amendment. Thanks.

Jacques L. Molaison  
Chief Operating Officer  
Office of the Parish President  
Parish of Jefferson, Louisiana  
1221 Elmwood Park Boulevard, Suite 1002  
Jefferson, Louisiana 70123  
(504) 736-6405 (Office Main)  
(504) 736-6412 (Office Direct)  
(804) 658-6399 (Mobile)  
jmolaison@jeffparish.net<mailto:jmolaison@jeffparish.net>

**From:** DFoshee  
**Sent:** Monday, November 09, 2015 3:59 PM  
**To:** JMolaison  
**Cc:** JYoung; AMAestri

Subject: New Era

Jacques:

Per our conversation of this morning, I have reviewed Emily's research. Emily concluded that this contract could easily be amended to expand the scope to include security cameras. She made an operational suggestion that a new RFP might be easier to manage since New Era's contract would otherwise be under the supervision of two different departments. However, that was not a legal impediment. Purely a housekeeping suggestion.

Consequently, we will be drafting the amendment to the contract to expand the services and submitting it to you shortly.

Let me know if you need more.

Deborah

Deborah Cunningham Foshee  
Parish Attorney  
Jefferson Parish  
1221 Elmwood Park Blvd  
Suite 701  
Jefferson, LA 70123  
(504) 736-6300  
(504) 736-6307 (fax)





# Invoice

New Era Information Technologies  
 277 Plauche St  
 Harahan, LA 70123

Jefferson Parish Government  
 1221 Elmwood Park Blvd  
 Jefferson, LA 70123

Invoice #	46518
Date	10/24/16
P.O. #	
Due Date	10/24/16

Description	Quantity	U/M	Price	Amount
November 2016 Security & Access Control Support	1	ea	13333.33	13,333.33

Sub-total	13,333.33
Taxes (0.00%)	0.00
<b>Total</b>	<b>13,333.33</b>

**Comments**

Approved

*Anthony L. Francis, Jr.*  
 \_\_\_\_\_  
 Anthony L. Francis, Jr.



# Invoice

New Era Information Technologies  
 277 Plauche St  
 Harahan, LA 70123

Jefferson Parish Government  
 1221 Elmwood Park Blvd  
 Jefferson, LA 70123

Invoice #	48485
Date	10/08/16
P.O. #	
Due Date	10/08/16

Description	Quantity	U/M	Price	Amount
October 2016 Security & Access Control Support	1	ea	13333.34	13,333.34

Sub-total	13,333.34
Taxes (0.00%)	0.00
<b>Total</b>	<b>13,333.34</b>

Comments

Approved

*Anthony L. Francis, Jr.*  
 Anthony L. Francis, Jr.

**SHIP TO:/INVOICE TO:**

GS Gen Gov  
 200 Derbigny St. - Ste 3300  
 MDufrene@jeffparish.net  
 Gretna LA 70053

**PARISH OF JEFFERSON**  
 PURCHASING DEPARTMENT  
 P.O. BOX 9  
 GRETNA, LA. 70064-0009



**CONTACT:**  
 Michelle Dufrene  
 (504)364-2675

**PURCHASE ORDER # 16-0029519**

10/25/16

181697  
 NEW ERA INFORMATION TECH

F.O.B.  
 InPrice

**DELIVERY** 10/25/2016  
**REQ#:** 600666288  
**CONT#:** RP00000249  
**BID#:**

**This order is placed subject to instructions and conditions attached hereto**

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
13333.3400	EA	0010-0047 PROVIDE SERV AND MAINTENANCE OF THE SECURITY SYSTEM  FOR THE MONTH OF OCTOBER 2016 INV# 46465 DATED 10-08-16	1.0000	13333.34
13333.3300	EA	0020-0047 PROVIDE SERV AND MAINTENANCE OF THE SECURITY SYSTEM  FOR THE MONTH OF NOVEMBER 2016 INVOICE # 46518 DATED 10-24-2016  CONTRACT # RP-249  REF# 005737 16	1.0000	13333.33

**TOTAL 26668.67**

PHONE: 504-364-2678  
 FAX: 504-364-2693  
 EMAIL: PURCHASING@JEFFPARISH.NET  
 WEB SITE: WWW.JEFFPARISH.NET/BIDS

ORDER ORGANIZATION: 10010 GEN FUND 0065 GEN SV-PMG

DESCRIPTION	VENDOR	REQUEST BY	QUANTITY	U/M	COST/UNIT	ITEM TOTAL
181697 NEW ERA INFORMATION TECH	REQUISITION: 60-0566288				CONTRACT: RP00000249	

0010-0047 PROVIDE SERV AND MAINTENANCE OF THE SECURITY SYSTEM	NEW ERA INFORMATION TECH	10/25/16	13333.3400	EA	1.0000	13,333.34
	VENDOR: 181697	CONFIRMING: NO			REQUESTING EMPLOYEE: DHENRY	

FOR THE MONTH OF OCTOBER 2016  
 INV# 46465 DATED 10-06-16

*↑ 1 & correct here*

GENERAL LEDGER DISTRIBUTION GENERAL LEDGER ACCOUNT	PROJECT/SUB PROJECT	PERCENT	AMOUNT
63560-3968-7432.3		1.0000	.00

0020-0047 PROVIDE SERV AND MAINTENANCE OF THE SECURITY SYSTEM	NEW ERA INFORMATION TECH	10/25/16	13333.3300	EA	1.0000	13,333.33
	VENDOR: 181697	CONFIRMING: NO			REQUESTING EMPLOYEE: DHENRY	

FOR THE MONTH OF NOVEMBER 2016  
 INVOICE # 46518 DATED 10-24-2016

CONTRACT # RP-249

REF# 005737 16

GENERAL LEDGER DISTRIBUTION GENERAL LEDGER ACCOUNT	PROJECT/SUB PROJECT	PERCENT	AMOUNT
63560-3968-7432.3		1.0000	.00

TOTAL REQUESTS: 2 26,666.67

TOTAL ALL VENDORS: 2 26,666.67

REQUEST LISTING

USER: DHENRY

DESCRIPTION	VENDOR	REQUEST BY	QUANTITY	U/M	COST/UNIT	ITEM TOTAL
0010-0047 PROVIDE SERV AND MAINTENANCE OF THE SECURITY SYSTEM	NEW ERA INFORMATION TECH	10/25/2016	13,333.3400	EA	1.0000	13,333.34
	CONFIRMING: NO	STATUS: REQUEST	REQUESTING EMPLOYEE: DHENRY			

*october*  
FOR THE MONTH OF ~~NOVEMBER~~ 2016  
INV# ~~46518~~ DATED ~~10-24-16~~  
*46465 10-6-16*

GENERAL LEDGER DISTRIBUTION GENERAL LEDGER ACCOUNT	PROJECT/SUB PROJECT	PERCENT	AMOUNT
63560-3968-7432.3		1.0000	.00

0020-0047 PROVIDE SERV AND MAINTENANCE OF THE SECURITY SYSTEM	NEW ERA INFORMATION TECH	10/25/2016	13,333.3300	EA	1.0000	13,333.33
	CONFIRMING: NO	STATUS: REQUEST	REQUESTING EMPLOYEE: DHENRY			

*November*  
FOR THE MONTH OF ~~OCTOBER~~ 2016  
INVOICE # ~~46465~~ DATED ~~10-6-2016~~  
*46518 10-24-16*  
CONTRACT # RP-249

GENERAL LEDGER DISTRIBUTION GENERAL LEDGER ACCOUNT	PROJECT/SUB PROJECT	PERCENT	AMOUNT
63560-3968-7432.3		1.0000	.00

REF# 005737 16

TOTAL REQUESTS: 2 26,666.67

*ACH  
#1092361  
11/1/2016*

**REQUISITION FORM**

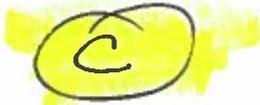
Urgent Date:		Date:		OFFICE USE ONLY	
Ship To:		Ordered By:		Req'n No.:	
General Services - ADMINISTRATION		M DUFRENE		P.O. No.:	
200 DERBIGNY STREET - SUITE 3300		Ordered For:		BID <input type="checkbox"/> DEPO <input type="checkbox"/> TRAIN/TRAV <input type="checkbox"/> JP CONT <input checked="" type="checkbox"/> ST CONT <input type="checkbox"/> DIRECT <input type="checkbox"/> DPAC <input type="checkbox"/> COPY <input type="checkbox"/>	
GRETNA, LA 70053		Total Est. Cost:		J.P. Contract #:	
		\$26,666.67		RP-249	
		State Contract #:			

Quantity	Unit	Commodity Code	Description	Account	Unit Cost	Bldg
13,333.34	EA	920.47.00000	0010 - 0047 - PROVIDE SERVICES & MAINTENANCE OF THE SECURITY SYSTEM FOR THE MONTH OF OCTOBER, 2016. INVOICE NO. 46465 DATED 10/06/16	63560-3968-7432.3	\$1.0000	ADM
13,333.33	EA	920.47.00000	0020 - 0047 - PROVIDE SERVICES & MAINTENANCE OF THE SECURITY SYSTEM FOR THE MONTH OF NOVEMBER, 2016. INVOICE NO. 46518 DATED 10/24/16	63560-3968-7432.3	\$1.0000	ADM
			* Remarks *			
			CONTRACT NO. RP-249			

**Emergency**

Use of Materials  
EQUIPMENT & MAINTENANCE FOR THE SECURITY SYSTEM.

Supervisor	Date	Adm Office	Director	CAA	Date
		M. Dufrene			10/25/16



**SHIP TO:/INVOICE TO:**

Transit Department  
21 West Bank Expwy  
Bfrancois@jeffparish.net  
Gretna LA 70053

**PARISH OF JEFFERSON**  
PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETN, LA. 70054-0009



CONTACT:  
Benjamin Francois  
(504)353-3450

**PURCHASE ORDER # 16-0017831**

6/29/16

181697  
NEW ERA INFORMATION TECH

F.O.B.  
InPrice

Vendor

DELIVERY  
6/29/2016

REQ#: 600564341  
CONT#: RP00000249  
BID#:

This order is placed subject to instructions and conditions attached hereto

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
11.0000	EA	0047 - New Era-Hikvision 2mp Low Light Box Cameras W/lense (11) - NOTE  *****NOTE**** 2 Cameras are free. included is 11 but 1 to be on separate line item, different account line item. A total of 12 cameras  Quote Date: May 9, 2016	1512.0000	16632.00
1.0000	ONLY	0047 - New Era-Hikvision 2mp Low Light Box Camera w/lense. (1)  Quote Date: May 9, 2016	1512.0000	1512.00
11.0000	EA	0047 - New Era-Hikvision 3mp Bullet Cameras. (11)  Quote Date: May 9, 2016	522.0000	5742.00
1.0000	ONLY	0047 - New Era-Labor and Materials Scope of Work: Supply and install 14 Low light 2 mega-pixel box cameras 2/lenses in existing outdoor housing.  Supply and install 4 outdoor 3 megapixel bullet cameras to cover the northside  Supply and install 4 outdoor 3 megapixel bullet cameras to cover the southside  Supply and install 1 outdoor 3 megapixel bullet cameras to cover the eastside  Supply and install 1 outdoor 3 megapixel bullet cameras to cover the westside  Supply and install 2 outdoor 3 megapixel dome camera for the waiting area  Supply and install 1 indoor 3 megapixel dome camera in info booth in money area  Supply and install 1 outdoor 3 megapixel bullet camera on the front of the admin	24373.0000	24373.00

PHONE: 504-364-2678  
FAX: 504-364-2693  
EMAIL: PURCHASING@JEFFPARISH.NET  
WEB SITE: WWW.JEFFPARISH.NET/BIDS

**SHIP TO:/INVOICE TO:**

Transit Department  
 21 West Bank Expwy  
 Bfrancois@jeffparish.net  
 Gretna LA 70053

**PARISH OF JEFFERSON**  
 PURCHASING DEPARTMENT  
 P.O. BOX 9  
 GRETN, LA. 70054-0009



**CONTACT:**  
 Benjamin Francols  
 (504)383-3450

**PURCHASE ORDER # 16-001783 I**

6/29/16

181697  
 NEW ERA INFORMATION TECH

F.O.B.  
 InPrice

Vendor

DELIVERY  
 6/28/2016

REQ#: 600564341  
 CONT#: RP00000249  
 BID#:

**This order is placed subject to instructions and conditions attached hereto**

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		0047 - New Era-Labor and Materials building. Supply and install 1 indoor 1.3 mega-pixel dome camera in the admin office entrance area. Supply install Antennas for connection between Admin Building and Bus Pickup. Supply and install necessary Network switches. Supply and install 32 channel NVR with 48tb of storage and monitor local for viewing. Quote Date: May 9, 2016	CONTINUED)	
1.0000	ONLY	0047 - New Era-Required Network Switches Quote Date: May 9, 2016	544.0000	544.00
4.0000	EA	0047 - New Era-Varifocal Hikvision 3mp Dome Cameras. (4) Quote Date: May 9, 2016	522.0000	2088.00
1.0000	ONLY	0047 - New Era-32 Channel NVR w/ 48tb of Storage and local Monitor. Quote Date: May 9, 2016	7548.0000	7548.00

**TOTAL 58439.00**

PHONE: 504-364-2678  
 FAX: 504-364-2693  
 EMAIL: PURCHASING@JEFFPARISH.NET  
 WEB SITE: WWW.JEFFPARISH.NET/BIDS

**INSTRUCTIONS AND CONDITIONS**

**FREIGHT AND OTHER CHARGES MUST BE PREPAID**

**THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES & DRAY RECEIPTS,  
DRAY RECEIPT MUST ACCOMPANY INVOICE.**

The right reserved to cancel all or any part if not shipped promptly. No charges will be allowed for packing or cartage unless specified in quotation. This order must not be filled at a higher price than quoted. If there is a price difference please contact the Purchasing Division.

**IMPORTANT NOTICE:** Resolution No. 16522 adopted by the Jefferson Parish Council provides a penalty of 2% for each month or fraction thereof for delinquent delivery, when such delivery is ten days after the bid stipulated date, and provided the delay is not caused by strikes and acts of GOD.

**INSPECTION:** By accepting this order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with specifications, drawing or sample and agree that this warranty shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

**REJECT:** All rejected goods will be held at seller's risk and expenses, subject to seller's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned and charged back including all transportation and handling cost.

**FEDERAL EXCISE TAX:** Not applicable to Parish Purchases. Vendor must furnish Federal Excise Tax Exemption Certificates.

**USE AND SALES TAX:** Parish purchases are exempt from Use Tax, Louisiana State Sales Tax, and Jefferson Parish Sales Tax, as per Act 616, amending Title 47 of the Louisiana Revised Statutes, by addition of Section 305.29 and Parish Ordinance No. 14572.

**MSDS:** Material safety data sheets (MSDS) must accompany all deliveries on products requiring MSDS.



# Quote

New Era Information Technologies  
 277 Plauche St  
 Harahan, LA 70123

<b>Quote #</b>	87 - WILTY BUS TERMINAL
<b>Date</b>	05/09/16
<b>Representative</b>	Glen Feucht

Jefferson Parish Dept of Transit  
 Sharon W. Leader, Director of Transit  
 21 Westbank Expwy  
 Gretna, LA 70053

Description	Quantity	U/M	Price	Amount
Hikvision 3mp Bullet Cameras	11	ea	522.00	5,742.00
Required Network Switches	1	ea	544.00	544.00
Varifocal Hikvision 3mp Dome Cameras	4	ea	522.00	2,088.00
32 Channel NVR w/ 48tb of Storage and local Monitor	1	ea	7548.00	7,548.00
Labor & Materials	1	ea	24373.00	24,373.00
Hikvision 2mp Low Light Box Cameras w/ Lense	14	ea	1512.00	21,168.00
** Discount above item - due to missing off original specs. Originally included 12, but needed 14. Adjusted to include 14, but discounted 2 to keep at the price of 12.	2	ea	-1512.00	-3,024.00
<b>Sub-total</b>				<b>58,439.00</b>
<b>Taxes (0.00%)</b>				<b>-0.00</b>
<b>Total</b>				<b>58,439.00</b>

**Comments**

WILTY BUS TERMINAL

## **Wilty Bus Pickup - Scope of Work**

- **Supply and Install 14 Low light 2 megapixel box cameras w/ lenses in existing outdoor housing.**
- **Supply and Install 4 outdoor 3 megapixel bullet cameras to cover the northside**
- **Supply and Install 4 outdoor 3 megapixel bullet cameras to cover the southside**
- **Supply and Install 1 outdoor 3 megapixel bullet cameras to cover the eastside**
- **Supply and Install 1 outdoor 3 megapixel bullet cameras to cover the westside**
- **Supply and install 2 outdoor 3 megapixel dome camera for the waiting area.**
- **Supply and Install 1 indoor 3 megapixel dome camera in info booth in money area**
- **Supply and install 1 outdoor 3 megapixel bullet camera on the front of the admin building.**
- **Supply and Install 1 Indoor 1.3 megapixel dome camera in the admin office entrance area.**
- **Supply and Install Antennas for connection between Admin Building and Bus Pickup.**
- **Supply and Install necessary Network switches**
- **Supply and Install 32 channel NVR with 48tb of storage and monitor local for viewing**



# Invoice

New Era Information Technologies  
 277 Plauche St  
 Harahan, LA 70123

<b>Invoice #</b>	40466
<b>Date</b>	09/28/16
<b>P.O. #</b>	16-0017831
<b>Due Date</b>	09/28/16

Jefferson Parish Dept of Transit  
 Sharon W. Leader, Director of Transit  
 21 Westbank Expwy  
 Gretna, LA 70053

Description	Quantity	U/M	Price	Amount
Hikvision 3mp Bullet Cameras	11	ea	522.00	5,742.00
Required Network Switches	1	ea	544.00	544.00
Varifocal Hikvision 3mp Dome Cameras	4	ea	522.00	2,088.00
32 Channel NVR w/ 48tb of Storage and local Monitor	1	ea	7548.00	7,548.00
Labor & Materials	1	ea	24373.00	24,373.00
Hikvision 2mp Low Light Box Cameras w/ Lense	14	ea	1512.00	21,168.00
** Discount above item - due to missing off original specs. Originally included 12, but needed 14. Adjusted to include 14, but discounted 2 to keep at the price of 12.	2	ea	-1512.00	-3,024.00
<b>Sub-total</b>				<b>58,439.00</b>
<b>Taxes (0.00%)</b>				<b>-0.00</b>
<b>Total</b>				<b>58,439.00</b>

**Comments**



# Invoice

New Era Information Technologies  
 277 Plauche St  
 Harahan, LA 70123

Jefferson Parish Government  
 1221 Elmwood Park Blvd  
 Jefferson, LA 70123

<b>Invoice #</b>	40321
<b>Date</b>	02/09/16
<b>P.O. #</b>	
<b>Due Date</b>	03/03/16

Description	Quantity	U/M	Price	Amount
March 2016 Security & Access Control Support	1	ea	13333.33	13,333.33

**Comments**

<b>Sub-total</b>	13,333.33
<b>Taxes (0.00%)</b>	0.00
<b>Total</b>	13,333.33

JEFFERSON PARISH REMITTANCE ADVICE

VENDOR'S INVOICE		INVOICE - ITEM DESCRIPTION	DISCOUNT	NET AMOUNT
DATE	NUMBER			
2/09/2016	40321	MAR 2016 GEN SRVCS		13,333.33
2/09/2016	40322	MAR 2016 GEN SRVCS		17,062.50
2/29/2016	40344	INTERNET SERVICE		950.00

ACH PAYMENT



**JEFFERSON PARISH**  
GRETNA, LOUISIANA

ACH #: 1083768

3/08/2016

TO THE ORDER OF  
NEW ERA INFORMATION TECH  
277 PLAUCHE ST  
HARAHAN LA 70123

181697

AMOUNT
\$31,345.83





# Invoice

New Era Information Technologies  
 277 Plaque St  
 Harahan, LA 70123

Jefferson Parish Government  
 1221 Elmwood Park Blvd  
 Jefferson, LA 70123

<b>Invoice #</b>	40324
<b>Date</b>	02/09/16
<b>P.O. #</b>	
<b>Due Date</b>	04/01/16

Description	Quantity	U/M	Price	Amount
April, May, June 2016 Security & Access Control Support	3	ea	13333.3333	40,000.00

**Comments**

<b>Sub-total</b>	40,000.00
<b>Taxes (0.00%)</b>	0.00
<b>Total</b>	40,000.00

JEFFERSON PARISH REMITTANCE ADVICE

VENDOR'S INVOICE		INVOICE - ITEM DESCRIPTION	DISCOUNT	NET AMOUNT
DATE	NUMBER			
2/09/2016	40323	TECH SUPPORT APRIL		17,062.50
2/09/2016	40324	APRIL, MAY, JUNE SECURITY & ACCESS		40,000.00

ACH PAYMENT



**JEFFERSON PARISH**  
GRETN, LOUISIANA

ACH #: 1085097

4/14/2016

TO NEW ERA INFORMATION TECH  
THE 277 PLAUCHE ST  
ORDER HARAHAN LA 70123  
OF

181697

AMOUNT
\$57,062.50

**SHIP TO:/INVOICE TO:**

GS Gen Gov  
 200 Derbigny St. - Ste 3300  
 MDufrene@jeffparish.net  
 Gretna LA 70053

**PARISH OF JEFFERSON**  
 PURCHASING DEPARTMENT  
 P.O. BOX 9  
 GRETNA, LA. 70054-0009



CONTACT:  
 Michelle Dufrene  
 (504)364-2675

**PURCHASE ORDER # 16-0010118**

4/11/16

181697  
 NEW ERA INFORMATION TECH

F.O.B.  
 InPrice

DELIVERY 4/08/2016  
 REQ#: 600546479  
 CONT#: RP00000249  
 BID#:

**This order is placed subject to instructions and conditions attached hereto**

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
40000.0000	EA	0010-0047-PROVIDE SERVICES AND MAINT OF THE SECURITY SYSTEM FOR APRIL, MAY AND JUNE OF 2016  INVOICE # 40324	1.0000	40000.00
162.5000	HR	0020-0048-EMBEDDED TECHNICIAN TO PERFORM ADDITIONAL PROGRAMMING, ACCESS CONTROL AND VIDEO SOFTWARE DATA INPUT, UPDATES AND SOFTWARE CLEAN-UP FOR THE MONTH OF APRIL 2016 INVOICE # 40323  REF # 002482 16  EQUIPMENT & MAINTENANCE FOR THE SECURITY SYSTEM	105.0000	17062.50

**TOTAL 57062.50**

PHONE: 504-364-2678  
 FAX: 504-364-2693  
 EMAIL: PURCHASING@JEFFPARISH.NET  
 WEB SITE: WWW.JEFFPARISH.NET/BIDS

