

On motion of **Mr. Johnston**, seconded by **Ms. Lee-Sheng**, the following resolution was offered as amended:

RESOLUTION NO. 127209

A resolution authorizing the Purchasing Department to advertise a Request for Proposals to provide computer services for the MIS and GIS Divisions of the Electronic Information Systems Department and further requesting the Parish E.I.S. Department to develop a plan to migrate the parish's computer system to a newer, more efficient and user friendly platform. (Parishwide)

WHEREAS, there is a need for computer services to assist the EIS Department with maintaining and improving Parishwide network services, supporting parish computer users, and providing GIS operational support; 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; and

WHEREAS, public bids are not mandated by law and technical requirements inherent in services dictate that price is not the sole criterion, it is in the best interest of Jefferson Parish to obtain competitive proposals as allowed by Section 2-895 et. seq.

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 Purchasing Department to advertise a Request for Proposals to provide computer services for the Electronic Information Systems Department and further requests the Parish E.I.S. Department to develop a plan to migrate the parish's computer system to a newer, more efficient and user friendly platform.

SECTION 2. That in advertising, all the usual requirements as provided in regular Jefferson Parish RFP advertising procedures be included in the advertisement and the RFP.

SECTION 3. That the evaluation committee shall consist of representatives from the following departments in accordance with Jefferson Parish Code of Ordinances Section 2-895, RFP Evaluation Committee and Section 2-875.25 Data Processing Advisory Board: parish attorney's office, finance, purchasing, research and budget office, EIS Department, the parish president's office, and the data processing coordinator; the director of the department of public works or his designee; the director of the personnel department or his designee; .

SECTION 4. That all costs associated with the advertisement of this RFP shall be charged to Account No. 63520-3952-7540, and all costs associated with services under the contract be charged to various departments, Account Nos. 7214.1, 7214.2, 7331, 7432.4, 7745, and 7746.

SECTION 5. That the Chairwoman of the Jefferson Parish Council, or in her 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 8th day of June, 2016.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY


EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

REQUEST FOR PROPOSAL
RFP 0349

Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFPs) from qualified firms to provide **Computer Services** for the MIS and GIS Division of the Electronic Information Systems Department for Jefferson Parish.

PROVIDE COMPUTER SUPPORT AND MAINTENANCE FOR THE EIS DEPARTMENT.

All proposals will be evaluated on criteria such as vendor's technical proposal, qualifications and experience, financial profile and proposal responsiveness and other criteria more specifically defined in the RFP document. The maximum total points for each proposal are set at 200 points

PRE-Proposal Conference: JULY 21, 2016, at 10:00 a.m. in the Joseph S. Yenni Building located at 1221 Elmwood Park Blvd., Suite 405, Jefferson, LA 70123.

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:
JEFFERSON PARISH PURCHASING DEPARTMENT
GENERAL GOVERNMENT BUILDING
200 DERBIGNY STREET, SUITE 4400
GRETN, LA 70053

UNTIL **4:30 P.M.** LOCAL TIME ON **AUGUST 12, 2016**

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part, pursuant to the law.

A copy of the RFP is available gratis from: <http://purchasing.jeffparish.net> or
Jefferson Parish Purchasing Department
General Government Building
200 Derbigny Street, Suite 4400
Gretna, LA 70053
(504)-364-2678

Brenda J. Campos
Director
Purchasing Department

Jenifer Lotz
Chief Buyer
Purchasing Department

ADV: The Times Picayune: July 6, 13 and 20, 2016

On motion of **Mr. Roberts**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 127779

A resolution selecting **New Era Information Technologies** to provide computer services for the MIS and GIS Divisions of the Electronic Information Systems Department under the specifications of RFP No. 0349. (Parishwide)

WHEREAS, pursuant to Resolution No. 127209, adopted on the 8th day of June, 2016, the Jefferson Parish Council authorized the Purchasing Department to advertise for Request for Proposals to provide computer services for the MIS and GIS Divisions of the Electronic Information Systems Department under the specifications of RFP No. 0349; and

WHEREAS, public bids are not mandated by law and technical requirements inherent in services dictate that price is not the sole criterion, it is in the best interest of Jefferson Parish to obtain competitive proposals as allowed by Section 2-895 et. Seq.

WHEREAS, the Evaluation Committee met on Tuesday, August 30, 2016; and

WHEREAS, the Council Chairwoman was notified of the results of the Evaluation Committee by letter dated August 30, 2016.

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

SECTION 1. That the Jefferson Parish Council does hereby select **New Era Information Technologies** to provide computer services for the MIS and GIS Divisions of the Electronic Information Systems Department under the specifications of RFP No. 0349.

SECTION 2. That the Administration shall negotiate a contractual agreement with the selected vendor 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 the Chairwoman of the Jefferson Parish Council, or in her absence the Vice-Chairman, is 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 on this 21st day of **September, 2016**.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

On motion of **Mr. Templet**, seconded by **Ms. Lee-Sheng**, the following resolution was offered:

RESOLUTION NO. 128150

A resolution approving an Agreement with New Era Information Technologies, LLC to provide computer services for the MIS and GIS Divisions of the Electronic Information Systems Department under RFP No. 0349 for an annual amount not to exceed \$1,700,000.00. (Parishwide)

WHEREAS, pursuant to Resolution No. 127209, adopted on the 8th day of June, 2016, the Jefferson Parish Council authorized the Purchasing Department to advertise a Request for Proposals to provide computer services for the MIS and GIS Divisions of the Electronic Information Systems Department under RFP No. 0349; and

WHEREAS, pursuant to Resolution No. 127779, adopted on the 21st day of September, 2016, the Jefferson Parish Council selected New Era Information Technologies, LLC to provide computer services for the MIS and GIS Divisions of the Electronic Information Systems Department under RFP No. 0349.

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

SECTION 1. That the Agreement with New Era Information Technologies, LLC to provide computer services for the MIS and GIS Divisions of the Electronic Information Systems Department under RFP No. 0349 for an annual amount not to exceed \$1,700,000.00 is hereby approved.

SECTION 2. That the costs associated with this agreement shall be charged to various departments utilizing the services, Account No. 7214.1, 7214.2, 7331, 7432.4, and 7746.

SECTION 3. That the term of this Agreement shall be for two years and shall commence on the date of full execution hereof, and shall expire at midnight on the day immediately preceding the second anniversary thereof. This Agreement includes an option to extend for two (2) one-year periods after the initial term.

SECTION 4. That the following is a list of subcontractors approved to provide professional services for RFP No. 0349:

- 1) Barowka & Bonura Engineers & Consultants, LLC (BBEC)
- 2) Communication & Technology Industries, Inc. (CommTech)
- 3) Ultix Software, Inc.
- 4) Built Right Technology Service, LLC
- 5) VEC Solutions, LLC
- 6) Digital Forensic Solutions, LLC

SECTION 5. That the Chairwoman of the Jefferson Parish Council, or in her absence the Vice-Chairman, is 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: 6

NAYS: None

ABSENT: (1) Roberts

The resolution was declared to be adopted on this the 2nd day of November, 2016.

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

NEW ERA INFORMATION TECHNOLOGIES, LLC

THIS AGREEMENT, (the "Agreement") is made and entered into on this 5th day of December, 2016 by and between the Parish of Jefferson, State of Louisiana, herein represented by its Council Chairwoman, Cynthia Lee-Sheng of the Jefferson Parish Council (hereinafter referred to as PARISH), duly authorized to act by Resolution No. 127779, adopted on the 21st day of September, 2016 and Resolution No. 128150 adopted on the 2nd day of November, 2016, and New Era Information Technologies, LLC (hereinafter referred to as FIRM), duly authorized to do and doing business in the State of Louisiana, represented herein by David Campbell, its President. PARISH and FIRM may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

- 1.0 **Administration of Agreement.** All work shall be under the direction of the Director of the Electronic Information Systems Department or his designee, 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.
- 2.0 **Scope of Agreement.** FIRM shall provide computer services for the MIS and GIS Divisions of the Electronic Information Systems Department under the specifications of RFP No. 0349, and FIRM'S written bid proposal dated August 12, 2016, copies of which are on file in the Office of the Chief Buyer for Parish of Jefferson under RFP No. 0349, and the general terms and conditions of Resolution No. 113646 and amendments thereto, all incorporated herein by reference. Contractor will assist in the maintenance of software applications, support and maintenance of network systems and computer hardware, computer room operations, and related services

2.1 Work to be Performed

Operations - Contractor will be assigned management of portions of MIS operations and projects, such as assisting MIS staff with network and PC issues, implementing and maintaining 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.

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), Juvenile Justice Case Management System, Microsoft Exchange, SIOS Datakeeper, Mimecast UEM, Commvault Simpana Backup, Stealthbits software, Cisco routers, firewalls and switches, WAN transport connections (Metro Ethernet, cable modem, fiber, copper and wireless), network performance monitoring, VMWare, Microsoft Hyper-V, SQL Servers, Linux Servers, Active Directory, DNS, DHCP, WSUS, group policy administration, DCOM Security, VPN, SAN storage, Dell storage systems, VoIP 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 and for additional existing systems and future systems and software yet to be acquired.

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.

Digital Forensics - Contractor must provide digital forensics resources on an as-needed basis for investigations involving computer equipment and files.

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.

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.

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.

2.2 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.

3.0 Operations.

- 3.1 Term.** The term of this Agreement shall be for two years and commence on the date of full execution hereof, and shall expire at midnight on the day immediately preceding the second anniversary thereof. This Agreement includes an option to extend for two (2) one-year periods after the initial term.
- 3.2 Locations.** FIRM shall operate out of the Joseph S. Yenni Building and the General Government Building, but also at any location deemed necessary by PARISH as provided in the Scope of Services, above.
- 3.3 Hours.** FIRM shall maintain such hours as necessary to meet the requirements of this Agreement.
- 3.4 Efficient and High Quality Operation.** FIRM shall maintain an operation which is efficient and of a level of quality equal to or greater than industry standards.
- 3.5 Products and Necessities.** FIRM shall furnish all working capital, services, inventory, personnel, materials, tools, machinery, equipment and other items necessary to perform FIRM's obligations under this Agreement.
- 3.6 Items.** FIRM shall not advertise its services rendered for Jefferson Parish without prior written consent of PARISH.
- 3.7 Licenses and Permits.** FIRM shall obtain and keep at its own expense all federal, state and local licenses and permits required to be in its name in connection with this Agreement.

3.8 Compliance with Law, Rules and Regulation. FIRM shall comply with all applicable laws, rules and regulations.

3.9 Duty and Responsibilities. FIRM owes to MANAGER a duty to perform FIRM'S obligation under this agreement with integrity and good faith and in a manner that is in the best interests of the MANAGER and FIRM and consistent with the terms of this Agreement.

4.0 Financial Matters.

4.1 Operating Expenses. FIRM is responsible for the payment of all operating expenses required as a result of providing services herein.

4.2 Payments. PARISH shall pay FIRM in accordance with Attachment "A" on a net thirty (30) basis from the date of receipt by PARISH. The annual contract cap shall not exceed one million seven hundred thousand dollars per year (\$ 1,700,000.00).

4.3 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 PARISH except for payments which have been earned prior to the termination date. Termination of this Agreement by 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 PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

5.0 Records, Accounts and Reports.

5.1 Books and Records. FIRM shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to MANAGER, within Jefferson Parish for a period not to exceed three (3) years after termination of this Agreement. FIRM shall permit MANAGER and MANAGER's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during FIRM'S normal business office hours, the books and records pertaining to the services provided under this Agreement. MANAGER's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of MANAGER.

5.2 Periodic and/or Annual Reports. At any time, the MANAGER may request that FIRM, with the minimum of ten (10) days written notice, 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 (GAAP). 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.)

6.0 Personnel.

6.1 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.

- 6.2 Appropriate Personnel.** FIRM shall provide 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 FIRM is unsatisfactory in any material respect, MANAGER shall request FIRM to exclude the employee or employees from work under this contract, and FIRM shall so comply with such request.
- 6.3 Non-Discrimination.** FIRM shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color national origin, or disability.
- 6.4 Substitution of Personnel.** FIRM acknowledges that this Agreement is contingent upon the personnel defined in FIRM's written proposal, and that if during the term of this Agreement, FIRM is unable to provide those defined personnel, FIRM shall substitute personnel which shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justifications shall be submitted to PARISH for approval prior to each personnel substitution request, said approval not to be unreasonably withheld conditioned or delayed.
- 7.0 Termination or Suspension.** The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by 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 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 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 Agreement.
 - d. By PARISH for convenience by issuing FIRM thirty (30) days written notice.
- 8.0 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: Cynthia Lee-Sheng
Council Chairwoman
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053
- FIRM: Dave Campbell
New Era Information Technologies, LLC
#5 Sago Lane
Kenner, La 70065
- 8.1** 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.
- 9.0 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 PARISH, and not as partner of, or joint venturer of PARISH. 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; or
- d. pay workers' compensation insurance premiums for coverage for FIRM.

9.1 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.

9.2 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.

10.0 Insurance. FIRM shall secure and maintain at its expense such insurance that will protect it, and PARISH, from claims under the Workers' 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 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. PARISH may examine the policies at any time and without notice.

10.1 All policies and certificates of insurance of the firm shall contain the following clauses:

- a. FIRM insurers will have no right of recovery or subrogation against PARISH, 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. PARISH shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by FIRM.
- c. The insurance company(ies) issuing the policy or policies shall have no recourse against PARISH for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of FIRM.

10.2 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 PARISH 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 FIRM hires workers within the State of Louisiana it shall obtain Workers' Compensation Insurance. As required by Louisiana State Statute exception, employer's liability shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures; otherwise this limit shall be no less than \$500,000.00 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.
- 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 coverage for bodily injury and property damage.

10.3 All policies of insurance shall meet the requirements of PARISH prior to the

commencing of any work. PARISH 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 PARISH as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to PARISH, FIRM shall promptly obtain a new policy, submit the same to PARISH for approval and submit a certificate thereof as provided above.

- 10.4 Upon failure of FIRM to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of PARISH, 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.
- 11.0 **Indemnification.** FIRM shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property in connection with the services required to be performed by FIRM under this Agreement. Further, FIRM hereby agrees to indemnify PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon 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 PARISH in establishing the right to indemnity pursuant to the provisions of this Section.
- 12.0 **Non-exclusivity.** FIRM acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and PARISH makes no representations or warranties to the contrary.
- 13.0 **Covenant against Contingent Fees.** FIRM warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for 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 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, PARISH shall have the right to annul this Agreement without liability.
- 14.0 **Assignment.** 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 PARISH, in PARISH'S sole discretion.
- 15.0 **Governing Law and Jurisdiction.** 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. 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 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.
- 16.0 **Inspector General.** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission, and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement,

bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

17.0 Severability. If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be amended, it will be deemed to be deleted. Such amendment or deletion shall not affect the validity of any other provisions of this Agreement.

18.0 Entire Agreement and Amendment. 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.

19.0 Federally Appropriated Funds. Should FIRM use any portion of federally appropriated funds to provide computer services for the MIS and GIS Divisions of the Electronic Information Systems Department under the specifications of RFP No. 0349 FIRM shall comply with the special conditions set forth in Attachment "B."

20.0 Order of Precedence. Should there be any conflict among the contract documents, the RFP and FIRM's proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) This Agreement;
- 2) RFP 0349 and addenda;
- 3) Resolution No. 113646
- 4) FIRM's written proposal;

[Remainder of page intentionally left blank, signature page to follow]

IN TESTIMONY WHEREOF, this Agreement is fully executed in four (4) originals, the day and year first above written.

Witnesses:

Gail LeNormand

Printed Name: GAIL LENORMAND

Deshine Parker

Printed Name: Deshine Parker

PARISH OF JEFFERSON

By: Cynthia Lee-Sheng

Cynthia Lee-Sheng, Chairman
Jefferson Parish Council

Witnesses:

Gail LeNormand

Printed Name: GAIL LENORMAND

Deshine Parker

Printed Name: Deshine Parker

New Era Information Technologies, LLC

By: Dave Campbell

Dave Campbell
President

ATTACHMENT A
PRICING / FEE SCHEDULE

2016 Rate Sheet

Tuesday, August 14, 2012 12:24 AM

Technology	
Network & Server Tech	\$85
Server Tech	\$70
PC Tech	\$44
Oracle Administrator	\$85
Programmer/Analyst	\$92
Project Manager	\$90
Database Admin	\$105
UI Specialist	\$95
Network Cabling	\$95
Network Drops	\$200 per drop
Forensic Lab Tech	\$265
Incident Response Analyst	\$275
Forensic Analyst	\$275
Expert Witness Testimony	\$405
Senior .NET Software Architect	\$105
Subject Matter Expert	\$110
Document Management Specialist	\$100
Document Management Technician	\$75
Training	\$95
Documentation Specialist	\$95
Network Analyst	\$105
Senior Business Analyst	\$100
Senior PC Tech	\$85
Communications & Cabling	
Communications Systems Engineer (After Hours)	\$120 (\$180)
Fiber Technician (After Hours)	\$105 (\$150)
Senior Communications Technician (After Hours)	\$90 (\$135)
Communications Technician (After Hours)	\$70 (\$105)
Communications Helper (After Hours)	\$50 (\$75)
JDSU OTDR Fiber Tester	\$375 per job
Fiber Termination Kit	\$90 per job
Fiber Splicer	\$375 per job

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ATTACHEMENT A
PRICING / FEE SCHEDULE

Cat 5/6 Tester	\$125 per job
Service Truck	\$105 per job
GIS	
GIS Web Programmer	\$115
GIS Programmer	\$115
Senior GIS Analyst	\$95
GIS Analyst	\$90
Senior GIS Technician	\$65
GPS Surveyor	\$60
GIS Technician	\$55

ATTACHMENT B
FEDERAL GRANT USAGE REQUIREMENTS

Equal Employment Opportunity (Equal Opportunity Clause)

During the performance of this contract, the FIRM agrees as follows: recipient shall comply with E.O. 11246 (3 CFR 1964-1965 comp., p. 229), Equal Employment Opportunity, as amended by E.O. 11375 (3 CFR, 1966-1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Compliance with Air and Water Acts

The Firm and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, if nonexempt, the Firm by the submission of this bid certifies the following:

- That no portion of the work required by this contract will be performed in a facility listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended, unless and until the EPA eliminates the name of the facility from the listing;
- That he/she agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Clean Water Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- That as a condition for the award the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- That the FIRM will include, or cause to be included, the criteria and requirements in the above paragraphs of this section in every nonexempt subcontract and requiring that the Firm will take such action as the government may direct as a means of enforcing such provisions.

Contract Work Hours and Safety Standards Act

Lead -Based Paint Hazards-Contracts for Construction/Rehabilitation of residential structures

- The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Firm and Subcontractor shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

Use of Explosives

- When the use of explosives is necessary for the prosecution of the work, the Firm shall observe all local, state, and federal laws in purchasing and handling explosives. The Firm shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel, or rope mats.

The Firm shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Firm or his Surety for damages that may be caused by such use.

Danger Signals and Safety Devices

- The Firm shall make all necessary precautions to guard against damages to property or injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Firm fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Firm. Such action by the Owner does not relieve the Firm of any liability incurred under these specifications or contract.

Access To Records-Maintenance of Records

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the firm which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of three (3) years from the official date of the State's final closeout of the grant.

Inspection

The authorized representative and agents of the State of Louisiana and the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

Reporting Requirements

The firm shall complete and submit all reports, in such form and according to such schedule, as may be required by Lafourche Parish Government.

Conflict of Interest

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body and no other public official of the locality during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Firm shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member or delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

Activities and Contracts Not Subject To Executive Order 11246, As Amended

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Firm agrees as follows:

The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Firm shall take affirmative action to ensure that applicants for employment are employed and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

The Firm shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Firm shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Contractors shall incorporate foregoing requirements in all subcontracts.

Patents

The Firm shall hold and save Jefferson Parish Government and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable and paid to the holder of the patent or his authorized license, direct by the Owner and not by or through the Firm.

If the Firm uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Firm and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the performance of the work or after completion of the work.

Copyright

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Firm for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

Energy Efficiency

The Firm shall comply with mandatory standard and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended)

Debarment, Suspension, and Ineligibility

The Firm represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E/O.s 12549 and 12689. To ascertain whether a Firm or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of the Excluded Parties List System can be conducted using the System of Award Management provided by the General Services Administration at www.sam.gov/portal/public/SAM.

Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the Firm or the Firm's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Copeland Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 62 Stat. 108; Title 18 U.S.C. 874; Title 40 U.S.C 276c). The Firm shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Lobbying

The Firm certifies, to the best of his or her knowledge and belief that:

- No Federally appropriated funds have been paid or will be paid, by or on behalf of the Firm, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an Officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Firm shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2016

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).

PRODUCER Eagan Insurance Agency, LLC 2629 N. Causeway Blvd. P. O. Box 8590 Metairie LA 70002		CONTACT NAME: Maeghan Monnerjahn PHONE (A/C, No. Ext): (504) 836-9600 E-MAIL ADDRESS: monnerjahn@eaganins.com FAX (A/C, No): (504) 836-9621	
INSURED New Era Information Technologies LLC 277 Plauche St Harahan LA 70123		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Republic Vanquard Ins Company INSURER C: LUBA INSURER D: Darwin Select Insurance Com INSURER E: INSURER F:	
		NAIC # 12472	

COVERAGES

CERTIFICATE NUMBER: 16-17 All Coverages

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		NN734812	9/23/2016	9/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ Excluded \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CNO555031202	4/29/2016	4/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		028000015687116	9/7/2016	9/7/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	ERRORS & OMISSIONS		0305-9554	9/23/2016	9/23/2017	LIMIT 1,000,000
D	CYBERSECURITY		0309-2115	9/23/2016	9/23/2017	AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder: THE PARISH OF JEFFERSON, ITS DISTRICTS, DEPARTMENTS AND AGENCIES UNDER THE DIRECTION OF THE PARISH PRESIDENT AND THE PARISH COUNCIL DEPARTMENT OF GENERAL SERVICES -- RFP: 349. Certificate holder is listed as additional insured in respects to General Liability and Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

The Parish of Jefferson
200 Derbigny Street
Gretna, LA 70053

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/JULIE

ACORD 25 (2014/01)

INS025 (2014/01)

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