

**PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL
AND
ULTIMATE TECHNICAL SOLUTIONS, INC.**

This agreement ("Agreement") is entered into on July 18, 2011, by and between the City of New Orleans ("City")/Office of Inspector General and Ultimate Technical Solutions, Inc. ("UTSI" or "Contractor").

WHEREAS, the Office of Inspector General ("OIG") seeks the services of a contractor to provide general maintenance and technical support services to OIG as needed; and

WHEREAS, UTSI, whose office is located at 651 Leson Court, Harvey, LA 70058, possesses the necessary professional qualifications and expertise to provide the requested services called for in this Agreement to the OIG; and

WHEREAS, both the City and UTSI desire to enter into this Agreement pursuant to the terms and conditions contained herein;

NOW THEREFORE, the City and UTSI, for the consideration set forth herein and the terms and conditions contained herein, do agree as follows:

I. CONTRACTOR'S SCOPE OF SERVICES

See Attachment I, Scope of Services, attached hereto and made a part of this Agreement.

II. DURATION

This Agreement shall begin on July 18, 2011, and shall terminate on July 18, 2014. The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date.

III. POINTS OF CONTACT

The OIG designates Alaina Stewart as its primary point of contact for all dealings with Contractor related to carrying out this Agreement. All Contractor communications should be directed to Alaina Stewart. In the event that Ms. Stewart is unavailable, Contractor communications may be directed to the secondary point of contact, Carla Gendusa.

Contractor will only respond to requests for service or support made by the primary or secondary points of contact identified in the preceding paragraph. Contractor will not respond

to requests for service or support made by any other persons purporting to act on behalf of the OIG, except when directed in writing to do so by the Inspector General.

IV. KEY PERSONNEL

The only Contractor personnel who will perform work pursuant to this Agreement are listed in Attachment II, Fee Proposal and Key Personnel, attached hereto and made a part of this Agreement. Contractor has provided current resumes for all personnel. The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the OIG. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Contractor must provide a resume demonstrating adequate qualifications, prior to work commencement, of any personnel substitutions. All Contractor personnel who will perform work at the OIG will sign the Information Technology and Information Systems Rules of Behavior and Confidentiality Agreement, attached hereto as Attachment III, prior to doing any work on OIG computer systems.

V. TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is 72-1039480.

VI. PAYMENT TERMS

In consideration for the services required in this Agreement, the City will pay Contractor a maximum compensation not exceeding \$75,000 for the duration of the entire contract. Payments will be made to the Contractor after written acceptance by the OIG of the payment task and approval of an invoice. The OIG will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of Alaina Stewart.

During the execution of tasks contained in the Scope of Services, the Contractor must submit invoices at least monthly or more frequently when the total amount of an invoice exceeds \$1,000.

Payment terms are as contained in Attachment II, Fee Proposal and Key Personnel, attached hereto and made a part of this Agreement.

VII. ASSIGNMENT

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the OIG. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money

due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OIG.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

IX. CONFLICT OF INTEREST

In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the OIG, and in recognition of the Contractor's responsibility to the OIG, the Contractor agrees to decline any offer of employment if its independent work on behalf of the OIG is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the OIG, and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the OIG. Final decision on any disputed offers of other employment for the Contractor shall rest with the OIG.

X. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021(6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

XI. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Agreement for hire as noted and defined in R.S. 23:1472(E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services Agreement, or agreement for hire, and in connection with unemployment compensation only, that:

Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; and

Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and

Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

XII. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS

It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

XIII. JURISDICTION

The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor.

XIV. CANCELLATION

Either party to this Agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least (30) days before the date of termination.

XV. AUDIT AND OTHER OVERSIGHT

It is agreed that UTSI will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires UTSI to provide the Office of Inspector General with

documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, UTSI agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena. UTSI does hereby acknowledge receipt of the referenced provision, and understands and will comply with all applicable provisions.

UTSI expressly and explicitly agrees to cooperate with the Inspector General in any investigation, audit, inspection, performance review or hearing related to or arising from this contract.

XVI. CONTRACT MODIFICATION

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

XVII. SUBCONTRACTORS

The Contractor may not subcontract any part of this Agreement.

XVIII. WARRANTIES

Contractor warrants that all services called for in this Agreement will be performed in a workmanlike manner, and according to the description (including completion criteria) contained in the Scope of Services.

Contractor warrants that it will make all commercially reasonable efforts not to include any Unauthorized Code in the installation of any software provided under this Agreement. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and City-authorized features designed for purposes of maintenance or technical support.

XIX. OWNERSHIP OF WORK PRODUCT

All work and rights to work produced, developed or acquired by Contractor under this Agreement, including ownership of any copyrights to work produced under this Agreement, shall be transferred to and become the exclusive property of the OIG, and all materials developed or acquired under the Agreement shall be delivered to the OIG no later than the termination date for the Agreement. Contractor acknowledges that the compensation paid under this Agreement is due consideration for transfer of ownership of any copyrights for work produced under the Agreement.

XX. CONFIDENTIALITY

All material, records, data, and information compiled by the OIG relating to a pending investigation, examination, audit, inspection, or performance review which may become available to Contractor in carrying out this Agreement are confidential and must be protected from disclosure. Contractor acknowledges a duty to protect all such material, records, data, and information and understands that unauthorized disclosure of confidential records or information may constitute a misdemeanor punishable, pursuant to La. R.S. 33:9614, by a fine of not more than two thousand dollars or imprisonment for not more than one year, or both. In addition, all proprietary information relating to the OIG or IPM computer networks, including but not limited to security access codes and security features, is confidential and Contractor must protect such information from disclosure to third parties.

XXI. INDEMNIFICATION

The Contractor shall indemnify, defend and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

XXII. SOLICITATION

Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the subject contract. Contractor has not paid or agreed to pay any person other than a bona fide employee of Contractor any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

XXIII. CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Agreement. The contractor agrees to immediately notify the OIG if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

XXIV. SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXV. COMPLETE CONTRACT

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms.

XXVI. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Agreement, together with the RFP and contractor's proposal which are incorporated herein, shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

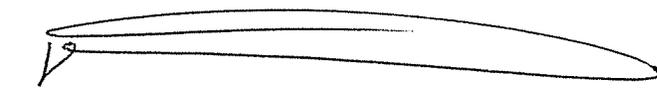
THUS DONE AND SIGNED on the date(s) noted below:

CITY OF NEW ORLEANS:


By: MITCHELL J. LANDRIEU, MAYOR 8/22/11
DATE


By: NANNETTE JOLIVETTE BROWN, CITY ATTORNEY 8/9/2011
DATE

ULTIMATE TECHNICAL SOLUTIONS, INC.:


By: DAVID ST. ETIENNE, PRESIDENT/CEO 7/18/11
DATE

ATTACHMENT I: SCOPE OF SERVICES

The scope of services to be provided by the consultant includes, but is not necessarily limited to, the following:

- Provide general IT services support such as system maintenance, hardware and software installation and configuration, system upgrades, and updates;
- Support and maintain data backup and recovery;
- Provide other network assistance as needed;
- Identify potential risks to the network, operating systems and communicate these to the OIG; and
- Respond to emergent needs as determined by the network, operating systems, and information obtained from OIG staff.

SUPPORT SERVICES REQUESTED

- A. GENERAL IT SUPPORT: The consultant will provide software consulting, configuration, administration, installation and support of current and future applications and operating systems on all client machines and network devices. The consultant will also provide “General IT Support”.

“General IT Support” is defined as the ability to:

- Provide proactive system maintenance for all network devices (i.e. warranty, network and asset status), including quarterly and monthly reviews and routine maintenance and security management
- Update, upgrade, install, configure and troubleshoot any and all software and hardware
- Set up and install new machines (i.e. desktops, printers, scanners), if necessary
- Provide structured system protection and maintenance (i.e. Symantec Backup Exec, UPS, and Antivirus Software)
- Assist OIG IT staff with application, OS, hardware and software troubleshooting
- Support and maintain data backup and recovery
- Communicate effectively and efficiently with OIG staff

Current Applications/Programs and Operating Systems Include:

- Microsoft Exchange 2007
- Symantec Backup Exec
- Microsoft Forefront Client Security
- System Log Management and Incident Reporting
 - System iNtrusion Analysis & Reporting Environment (SNARE)
- SQL Server 2005, 2008, and 2008R2
- Active Directory
- Windows 7 and Vista

- Windows Server 2003 and 2008
- Endpoint Encryption (PGP), laptops only
- Email Journaling Tool (Live Office)

Current Equipment:

- Star Topology network of 8 servers and 2 switches (including file and mail server)
- No wireless access points (except VPN)
- Two network printers
- Under 100 desktops and laptops (Dell Optiplex 755, T3400, Latitude D630)
- One 8-port hub
- Two kiosk machines (public use)
- One LAN router
- Web and Spam Filter (Barracuda)
- One separate network (WAN)
- CAT-5 cabling

- B. TASK ORDERS: All projects will be completed by task order and billed under the task order number (see sample, Attachment IV). All projects will be requested in writing by OIG IT staff. Consultant will provide written documentation at the conclusion of every project, which will include (where applicable) explanatory diagrams, administrative and local authentication credentials and access points, instructions on software installed and any other relevant information. The project is not considered complete until proper documentation is provided and will be reflected on task order evaluation form as such. When working within the office, the consultant will keep working area well maintained and will leave all equipment in the same manner.

Regularly scheduled tasks will include:

- Monthly site visits for network maintenance (i.e. defrag, event log review, hard drive capacity and tape cleaning);
- Support for emergent hardware failures;
- Preventative measures (Antivirus);
- Proactive maintenance;
- Network performance measurements; and
- Backup operation inspection.

- C. ESCALATION PROCEDURES: In the event a problem arises, the consultant will first try to resolve the issue by email or telephone – assisting OIG IT staff. If the problem is not resolved by telephone or email within sixty (60) minutes, Contractor personnel must make an appointment to be on-site to resolve the problem. The appointment to be on-site to resolve the problem must be scheduled to take place within 4 hours of the first contact regarding the problem. If a problem is reported before 1:00 p.m. on a regular business day, Contractor will be on-site that same day. If the request is an emergency (i.e., servers are down or there is no email access), Contractor must be on-site within

two hours. A detailed description of the acceptable billing practices can be found in Attachment V: "Fee Proposals." The OIG computer systems may never be accessed remotely by Contractor personnel.

The process for responding to support requests:

1. Receive written request from OIG IT staff;
2. Attempt to resolve the issue via email;
3. Attempt to resolve the issue over the phone, if applicable;
4. Site visit

- D. CONTRACT MONITORING / PERFORMANCE MEASURES: The contract will be monitored through performance measures. The performance measures for this agreement shall include the successful performance and completion of the consultant's obligations in each individual task order. Following the completion of a task (or project), the OIG will evaluate the task by completing a task order evaluation form, which will rate the success of the work and the overall performance of the consultant. A sample task order evaluation form can be found in Attachment IV of the Agreement.
- E. DELIVERABLES: Completion of each task order and task order evaluation form will constitute a separate deliverable. The deliverables shall include the consultant providing proper documentation upon completion of the task.
- F. SYSTEM CHANGES: Consultant must not make any changes to the system without prior consent of OIG IT staff.



Ultimate Technical Solutions, Inc.

2.0 Fee Proposal/Key Personnel

ATTCHMENT V: FEE PROPOSAL/KEY PERSONNEL

- The hourly fees in this proposal include all company overhead, profit, and costs.
- Expenses are not allowable under this contract and may not be billed to the OIG.
- Travel time to/from on-site visits or any other travel required by the contract shall not be billed to the OIG.
- All consultant time will be billed in increments of 1/10 hour.
- Electronic communications will not be billed unless the content of the consultant's single response exceeds 500 words.
- All time billed will be detailed by date and time entry on the invoice with a description of the service provided, including whether the service was via email, telephone, remote access, or on-site.
- Invoices will be sent to the OIG at least monthly or more frequently in the total amount of an invoice exceeds \$1,000.
- The company may not bill for more than one consultant to attend any meeting or provide any service unless the OIG gives advance written approval.

Primary Consultant Joao Carlos Kurall Hourly Rate \$ 67.00

Other consultants who may provide services:

Name Cory Driscoll Hourly Rate \$ 51.00

Name Scot Guelfo Hourly Rate \$ 51.00

Name Edward Gabriel Hourly Rate \$ 51.00

Name Chris Gonzales Hourly Rate \$ 67.00

ATTACHMENT III: OIG IT/IS Rules of Behavior and Confidentiality Agreement

Office of Inspector General for the City of New Orleans Information Technology and Information Systems Rules of Behavior and Confidentiality Agreement

Purpose: This agreement outlines the acceptable and unacceptable uses of OIG Information Technology (IT) and Information Systems (IS). It also outlines the signer's responsibilities regarding stewardship and use of OIG IT/IS.

Scope: This agreement applies to anyone granted access to any OIG IT/IS, including but not limited to contractors and interns. All references to IT/IS monitoring herein pertain to data communications only (emails, facsimile, computer database use and data storage, digital transmission of data, etc.) and not to voice communications. This agreement form must be signed before access to any OIG IT/IS is granted.

Statement of Responsibility: I understand that I am to use OIG systems for lawful, official use and authorized purposes as further outlined in this document and other OIG policy directives. Even where granted access, I must only access the system files and information on a need-to-know basis and only in furtherance of authorized tasks or mission related-functions.

General. I am responsible for all activity on any OIG IS that is authorized to operate in OIG space and that occurs on my individual account(s) once my logon credential or password has been used to logon. If I am a member of a "group account," I am responsible for all of my activity when I am logged on an IS associated with that account.

I am responsible for all IT that I introduce into OIG approved space including devices that are privately owned, or those owned by another government agency. I understand that I must obtain written permission to introduce any non-OIG hardware, software, or media into OIG controlled space, and that I may not use non-OIG hardware, software, or media to connect to or communicate with any OIG system without authorization from the OIG.

I acknowledge that the ultimate responsibility for ensuring the protection of OIG non-public information lies with me, the user of OIG IT/IS and non-OIG IT/IS authorized to operate in OIG spaces.

Revocability: The ability to use IT in OIG space and access to OIG IT/IS is a revocable privilege.

Rules of Behavior: I will adhere to the following Rules of Behavior (ROB):

1. I consent to monitoring or search of any IT/IS equipment or media I bring into, or remove from, OIG owned, controlled or leased facilities. When asked by authorized personnel I will provide unfettered access to all equipment or media brought into or removed from such OIG facilities. I also understand that OIG or OIG leased IS may be monitored or otherwise accessed

for law enforcement or other compliance purposes and my agreement to this OIG ROB constitutes my consent to be monitored and to allow access to OIG IS accessed by me.

2. I will:

- a. Use only properly licensed OIG approved software and hardware.
- b. Protect all copyright and other intellectual property rights according to terms and conditions contained in OIG approved software and hardware licenses.
- c. Use OIG IT equipment, including but not limited to portable electronic devices (PED) and keyboard, video, monitor (KVM) switch devices, according to and in compliance with OIG policy directives.
- d. Use OIG computer and network applications and systems, including but not limited to, email, databases, and web services according to and in compliance with OIG policy directives.
- e. Use OIG embedded and add-on peripheral devices including cameras, microphones, and storage devices according to and in compliance with OIG policy directives.

3. When using OIG IT/IS, I will:

- a. Use strong passwords, and agree to change my password with a frequency as specified by policy or as requested for security reasons.
- b. Protect my password(s) from disclosure to other people.
- c. Use screen locks or logoff my workstation upon departing the immediate area.
- d. Use all required virus-checking procedures before accessing information from all removable media or before accessing email attachments from unknown sources.
- e. Use only authorized media (thumb drives, diskettes, etc) and procedures to download or store OIG information.
- f. Disseminate any OIG non-public information only to OIG IT Specialist.
- i. Destroy copies and extracts of sensitive data that are no longer needed using OIG approved destruction procedures.

4. I will immediately report known or suspected security incidents or improper use of OIG IT/IS to the OIG IT Specialist upon discovery regardless of whether such action results in loss of control or unauthorized disclosure of sensitive information.

Expressly Prohibited Behavior: I will **NOT** conduct or participate in any of the following behaviors or activities on any OIG IT, IS. I will not:

1. Knowingly violate any statute or order, such as compliance legislation, copyright laws, or laws governing disclosure of information, including but not limited to:
 - a. Connect classified IT/IS to the Internet or other unclassified systems.
 - b. Remove sensitive/classified media (paper or electronic) from OIG offices.
 - c. Use OIG IT/IS or OIG non-public information for personal benefit, profit, to benefit other persons, non-profit business dealings, any political (e.g., lobbying or campaigning) party candidate or issue or for any illegal activity.

2. Misuse my OIG IT/IS privileges including:

- a. Reveal my password to anyone or permit anyone to use my account, user ID, or password(s).
- b. Permit any unauthorized person access to OIG systems.
- c. Use an account, user ID, or password not specifically assigned to me, masquerade as another user, or otherwise misrepresent my identity and privileges to IT/IS administrators and security personnel.

3. Exhibit behavior that could lead to damage, endangerment or degradation of OIG equipment, software, media, data, facilities, services, or people, including but not limited to:

- a. Attempt to circumvent access controls or to use unauthorized means (e.g., penetration testing, password cracking, "sniffer" programs), to gain access to accounts, files, folders or data on OIG IT/IS.
- b. Change configuration settings of operating systems or security related software, or security related information. Nor will I remove, modify, or add any hardware or software to/from OIG IT/IS without approval of my ISSO.
- c. Tamper (e.g., alter, change, configure, install software or hardware, or connect IT or systems) with my computer to circumvent any OIG policy and IT/IS protections.
- d. Open e-mails or other messages from suspicious sources (e.g., sources that you do not recognize as legitimate).
- e. Visit untrustworthy or inappropriate Web sites. For example, I will pay careful attention to the Universal Resource Locator (URL) of a web site inasmuch as URLs for malicious or untrustworthy web sites may look identical to a legitimate web site, but the URL may use a variation in spelling or a different domain (e.g., .com instead of net; or .com in place of .gov).
- f. Introduce executable code (such as, but not limited to, .exe, .com, .vbs, or .bat files).
- g. Create or intentionally spread malicious code (i.e. viruses and Trojans).
- h. Attempt to access any security audit trail information that may exist without authorization.
- i. Install or connect non-OIG owned or leased (including privately owned) software or hardware (e.g., PEDS, such as Palm Pilots, Blackberrys, MP3 Players...etc.) and removable media (e.g., thumb drives, memory sticks...etc.) to OIG IT/IS.
- j. Introduce wireless devices into OIG space without authorization from the OIG IT Specialist.

4. Participate in prohibited activities, including but not limited to:

- a. Download, view, or send pornography or obscene material.
- b. Download, view, or send matter that involves racist, discriminatory, supremacist or "hate" type causes.
- c. Access, retrieve, create, communicate or print text or graphics that are generally inappropriate or unprofessional according to OIG standards of professional behavior.
- d. Download Peer-to-Peer file sharing software or applets, or to use any other means to download music, video or game files.
- e. Use internet "chat" services (e.g., AOL, Instant Messenger (IM), Microsoft Network IM, Yahoo IM...etc).
- f. Engage in email hoaxes, gossip, chain emails, forwarding virus warnings, or advertisements (spam).
- g. "Surf" through OIG files containing personal information merely for personal curiosity.

h. Setup automatic forwarding of email to non-government accounts (e.g., Gmail, Yahoo, Hotmail, business/vendor email accounts, etc.)

Confidentiality

All material, records, data, and information which may become available to Contractor in carrying out this Agreement are confidential and must be protected from disclosure. Contractor acknowledges a duty to protect all such material, records, data, and information and understands that unauthorized disclosure of confidential records or information may constitute a misdemeanor punishable, pursuant to La. R.S. 33:9614, by a fine of not more than two thousand dollars or imprisonment for not more than one year, or both. In addition, all proprietary information relating to the OIG or IPM computer networks, including but not limited to security access codes and security features, are confidential and Contractor must protect such information from disclosure.

Acknowledgment

I acknowledge that I have read and understand the above listed Rules of Behavior. I also state that I will adhere to these Rules of Behavior and that failure to do so may constitute a security violation resulting in denial of access to OIG IT/IS networks or facilities. I also understand that violation of these rules of behavior will be reported to the appropriate authorities and may result in administrative, criminal, or other adverse disciplinary action deemed appropriate.

Printed Name: _____ Date: _____

Employee Signature: _____ Last Four of SSN: xxx-xx-_____

ATTACHMENT IV: TASK ORDER EVALUATION FORM

Task Order #: _____

Project Name: _____

Task:

Overall Communicatory Responsiveness:

1 2 3 4 5

Overall Technical Proficiency of Consultant:

1 2 3 4 5

Is task complete? Y N

If not, why? _____

Is job complete? Y N

If not, why? _____

Was proper documentation provided? Y N

If not, why? _____

Hours used to complete job: _____

Response Time: _____

OIG Evaluator:

Signature _____

Print _____

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL
AND
ULTIMATE TECHNICAL SOLUTIONS, INC.**

THIS AMENDMENT ("Amendment") is made and entered into this 18th day of July, 2014, with an effective date of July 18, 2014 ("the **Effective Date**"), by and between the City of New Orleans, through its Office of Inspector General, represented by its Mayor, Mitchell J. Landrieu ("City") and Ultimate Technical Solutions, Inc. ("UTSI" or "Contractor").

WHEREAS, the City and Contractor entered into a professional services agreement on July 18, 2011, for Contractor to render professional services relating to general maintenance and technical support for the Office of Inspector General (the "**Agreement**");

WHEREAS, the City and Contractor, each having authority to do so, now desire to amend the Agreement for the first time to accommodate additional work for Contractor by extending the term of the Agreement.

NOW THEREFORE, the City and Contractor, for the consideration and under the conditions set forth, agree as follows:

1. **Extension.** The Agreement is extended for an additional one (1) year from the Effective Date through July 17, 2015.

2. **Maximum Compensation.** The maximum aggregate compensation payable remains unchanged.

3. **Key Personnel.** The only Contractor personnel who will perform work pursuant to this Agreement are listed in Attachment A, Key Personnel, attached hereto and made a part of this Amendment.

4. **Ownership Interest Disclosure.** The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits

are submitted.

5. Subcontractor Reporting. The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

6. Employee Verification. The Contractor swears that (i) it is in compliance with La. R.S. 38:2212.10, and 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; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. The Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

7. Convicted Felon Statement. Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

8. Non-Solicitation Statement. Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

9. Audit and Oversight. Contractor agrees to be bound by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the

contract. In signing this contract, the Contractor agrees that he is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

10. **Non-Waiver.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

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

CITY OF NEW ORLEANS

BY: 
MITCHELL J. LANDRIEU, MAYOR 7/18/14

FORM AND LEGALITY APPROVED:
Law Department

By: 
Printed Name: Julian P. Meyer

ULTIMATE TECHNICAL SOLUTIONS, INC.

BY: 
DAVID ST. ETIENNE, PRESIDENT/CEO



**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL
AND
ULTIMATE TECHNICAL SOLUTIONS, INC.**

Attachment A: Key Personnel

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the OIG. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Contractor must provide a resume demonstrating adequate qualifications, prior to work commencement, of any personnel substitutions. All Contractor personnel who will perform work at the OIG will agree to a background check and will also sign and agree to the Information Technology and Information Systems Rules of Behavior and Confidentiality Agreement prior to doing any work on OIG computer systems.

Primary Consultant: Shaun Covey Hourly Rate: \$51.00

Other consultants who may provide services:

Joao Carlos Kurall Hourly Rate: \$67.00

Darren Goodridge Hourly Rate: \$67.00

Edward Gabriel Hourly Rate: \$51.00

K15-455

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL
AND
ULTIMATE TECHNICAL SOLUTIONS, INC.**

THIS AMENDMENT is made and entered into this 26th day of June, 2015, with an effective date of July 18, 2015 ("the **Effective Date**"), by and between the City of New Orleans ("City")/Office of Inspector General and Ultimate Technical Solutions, Inc. ("UTSI" or "Contractor").

WHEREAS, the City and Contractor entered into a professional services agreement on July 18, 2011, for Contractor to render professional services relating to general maintenance and technical support for the Office of Inspector General (the "**Agreement**");

WHEREAS, the City and Contractor, each having authority to do so, now desire to amend the Agreement for the second time to extend the term of the Agreement.

NOW THEREFORE, the City and Contractor, for the consideration and under the conditions set forth, agree as follows:

1. **Extension.** The Agreement is extended for an additional one (1) year from the Effective Date through July 18, 2016.
2. **Maximum Compensation.** The maximum aggregate compensation payable remains unchanged.
3. **Key Personnel.** The only Contractor personnel who will perform work pursuant to this Agreement are listed in Attachment A, Key Personnel, attached hereto and made a part of this Amendment.
4. **Ownership Interest Disclosure.** The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.
5. **Subcontractor Reporting.** The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the Agreement's

execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

6. Employee Verification. The Contractor swears that (i) it is in compliance with La. R.S. 38:2212.10, and 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; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. The Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

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10. Non-Waiver. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

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

CITY OF NEW ORLEANS

BY: _____

MITCHELL J. LANDRIEU, MAYOR

6/26/15

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

ULTIMATE TECHNICAL SOLUTIONS, INC.:

BY: _____

DAVID ST. ETIENNE, PRESIDENT/CEO



**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL
AND
ULTIMATE TECHNICAL SOLUTIONS, INC.**

Attachment A: Key Personnel

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Hourly Rate: \$67.00

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