

K22-1259



Interstate Electronic Systems, LLC

Professional Services Contract

PERFORMANCE ASSURANCE SOLUTIONS

Client: New Orleans EMS
2929 Earhart Blvd.
New Orleans, LA 70125

Contact: Cedric Palmisano
Phone: (504) 658-2654
Site/Room: Entire Facility

Contract Term: 12 Months, start 04/15/2022 to 4/14/2023

This Performance Assurance Solution (PAS) is written to allow Interstate Electronic Systems, LLC (IES) to provide service, maintenance, and technical support to the **City of New Orleans EMS**, hereafter referred to as "Client" or "City", for the above project facility under the following terms and conditions. The A/V system in the designated room(s) that has been designed and installed by IES shall be covered and does not include owner-supplied equipment. Additional equipment for add-ons or changes in these rooms is not included. If new A/V equipment or system upgrades are purchased and installed from IES, the new equipment may be rolled into coverage for the balance of the contract for an additional fee.

1.0 Definition of Services

The following provides the definition of services. The specific service level included in the scope of service section by service level:

- A. **Phone Response:** Phone support includes responding to the client's request to gather information regarding the service, support, or warranty request. If applicable, IES shall also have a technical staff member attempt over the phone trouble shooting with the Client before dispatching a technician.
- B. **Technician On-Site Response:** The time from IES phone response to when IES will ensure a technician arrives on-site to assess a service, support, or warranty request.
- C. **Preventative Maintenance:** Perform on-site preventative maintenance visit of applicable equipment in the A/V system. IES shall provide Client with a proposed preventative maintenance schedule and checklist upon acceptance of PAS. This maintenance to applicable equipment shall include tasks such as:
 - Inspection of equipment, connections, operation, and functionality
 - Check audio system for proper tuning and balance

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- Check dial out and operation of CODEC
 - Check dial out and operation of Teleconference System
 - Perform applicable focus, convergence, alignments, and cleaning for projector(s)
 - Processing of applicable manufacturer warranty documentation
 - Refresh client on basic system operation
 - Perform firmware upgrade as needed and applicable for your system
 - Clean all equipment racks, touch panels and flat panel displays
- D. **Manufacturer Warranty Labor Support:** IES labor to support the equipment warranty provided by a manufacturer. IES labor may include tasks such as removing/reinstallation of equipment for a manufacturer or re-packaging equipment for sending a return to the manufacturer.
- E. **Service Labor Rates:** Client's rates for service labor for additional service work that is not warranty or otherwise covered by the selected PAS.
- F. **Programming Change:** Modification to the software program customized by IES for control, audio, or video systems.
- G. **Training Session:** IES conducted training session for up to 2 hours on the IES installed audio visual systems utilizing IES and manufacturer created training materials.
- H. **Loaner Equipment:** Equipment IES may provide for client use while a IES installed solution is being serviced or repaired. Equipment may not be the exact make and model, but IES shall use commercially reasonable efforts to provide a functional solution.
- I. **Freight:** The charges for shipping material to and from a manufacturer for warranty repair.

2.0 Items and Services Not Included

- A. Costs for system upgrades, add-ons, functionality, and operation modification to system.
- B. Any service for owner/client furnished equipment (OFE), client computers, or issues caused by client computers or OFE.
- C. Any work permits or additional documentation required for region where work is performed.
- D. This PAS does not extend or otherwise modify the manufacturer warranty.
- E. Parts for service, including lamps, batteries, cables, etc. are not included.
- F. Specifically excluded from coverage under this Service Agreement are: cosmetic parts, plasma burn-in and/or image retention, screen surfaces, consumable items (batteries, filters, etc.), mirrors, projector optical blocks. Parts and repairs required for any equipment not installed by AAV will be billed separately by IES to Client.

3.0 Client Requirements

- A. Client shall be responsible for providing IES with a point of contact (POC) for applicable site communications.

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- B. Ensure cooperation during phone support and testing to increase possibility of problem resolution via phone.
- C. Ensure room is available for IES technician during scheduled maintenance or repair visits.
- D. Client shall hold all information, pricing, data, procedures, and specifications produced or provided by IES as confidential and proprietary to IES and shall not reveal such information to third parties without written permission from IES.

4.0 Scope of Services

The table below provides for the specific service level included:

FEATURE	ADVANCED ASSURANCE
Phone Response	4 Business hours
Technician On-Site Response	Next Business Day
Preventive Maintenance	2 per year
IES Labor to support manufacturer warranty	Included for term of the assurance contract
Service Labor Rates for non-warranty labor	\$75/hour with a 2-hour minimum
Programming Change	1 per year
Training Session	1 per year
Loaner Equipment	Rental (if available)
Freight	Not included (billable)
Standard Service Hours	8:00am-4:00pm CST
After Hours Service	\$125/Hr. 2 hours minimum
Equipment Assurance Plan	Yes
Cost (payable in advance)	\$22,000.00

Provide telephone support for system emergencies, failures, and questions by calling the IES Service Solutions Center at 504-729-6111 or you may also start a service ticket by emailing support@ies-llc.com. Telephone support shall be during normal business days, 8:00am - 4:00pm, CT, Monday – Friday.

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5.0 General Conditions

- A. Performance Assurance Solutions are billed in full at the beginning of the term.
- B. Force Majeure: Neither Client nor IES shall be held liable for damages caused by delay or failure to perform hereunder, when such delay or failure is due to flood, fire, storm, earthquake, or other acts of God, strikes, war, civil unrest, acts of public authorities, or delay or default of public carriers.
- C. This contract will become void without refund, if any service or installation work is performed in this system either by client, client's representatives, or other contractor(s) than IES, without written permission from IES.
- D. This agreement shall not be assigned by neither party without the written agreement of the other party.
- E. Client shall hold IES harmless, and IES shall not be liable for any incidental, special, consequential damages of any nature arising out of services and information provided by IES, based upon documented manufacturers or contractor(s) specifications.
- F. This agreement contains the entire understanding of IES and the Client. Any alleged oral representation or modifications, concerning this agreement, shall be of no force or effect, unless contained in a subsequent written modification signed by both IES and the Client.
- G. This agreement shall be governed by the laws of the state of Louisiana.

6.0 Equipment Assurance Plan (Option)

- A. In the event that any part of the equipment becomes defective, or in the event that any repairs are required, IES agrees to make all repairs and replacement of parts. The limited manufacturer's warranties applicable to products sold by IES are included. IES makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. IES expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. This agreement does not cover damages as a result of power surges, vandalism, acts of nature, acts of God, acts of terrorism, misuse and abuse, or improper use of the system in a manner other than intended. Any damage to material or equipment caused by accident, attempted or unauthorized repair service, modification, or improper installation by anyone other than IES is expressly not covered. IES shall not be liable for consequential damages. Client acknowledges that any affirmation of fact or promise made by IES shall not be deemed to create an express acceptance of responsibility unless included in this contract in writing; and that there are no warranties which extend beyond those on the face of this agreement. Client's exclusive remedy for IES's breach of this contract is to require IES to repair any equipment which is non-operational. Unless otherwise specified, this agreement shall cover all repair costs and labor pertaining to the originally installed system. All equipment designated by the manufacturer as "beyond the end-of-life cycle and is no longer supported" or "beyond economical repair" will not be covered by this Agreement.

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7.0 Assurance Pricing

- A. Client Price: \$22,000.00

8.0 Additional Provisions

- A. **Audit and Other Oversight.** It is agreed that IES will abide by all provisions of City Code Section 2-1120, including but not limited to City Code Section 2-1120(12), which requires IES 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, IES agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.
- B. **Ownership Interest Disclosure.** IES shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in IES and stating that no other person holds an ownership interest in IES 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 IES fails to submit the required affidavits, the City may, after 30 days' written notice to IES, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.
- C. **Subcontractor Reporting.** IES shall provide a list of all persons, natural or artificial, who are retained by IES at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with IES work for the City. In regard to any subcontractor proposed to be retained by IES to perform work on the Agreement with the City, IES must provide notice to the City within 30 days of retaining said subcontractor. If IES fails to submit the required lists and notices, the City may, after 30 days' written notice to IES, take such action as may be necessary to cause the suspension of any further payments until the required lists and notices are submitted.
- D. **Special Conditions for State of Louisiana Competitive Contracts.** The "Special Terms and Conditions for IES Brand Name Peripherals-SW," attached as Exhibit "A" to this Agreement, are expressly incorporated into the Agreement and effective immediately, in connection with the work to be performed under this Agreement.
- E. **Convicted Felon Statement.** IES swears that it complies with City Code Section 2-8(c). IES principal, member, or officer has, within the preceding five 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.
- F. **Non-Solicitation Statement.** IES swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. IES has not paid nor 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.
- G. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- H. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.
- I. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally

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binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

ACCEPTANCE:

THE PERFORMANCE ASSURANCE PLAN AND THE TERMS AND CONDITIONS HEREIN ARE AGREED TO AND ACCEPTED.

City of New Orleans EMS



Signature

for

LaToya Cantrell - Mayor, City of New Orleans
Print name and title

1/17/2023

Date

Interstate Electronic Systems, LLC



Signature

Michael Rideau - Managing Partner
Print name and title

December 9, 2022

Date

FORM AND LEGALITY APPROVED:



City of New Orleans

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