

Interstate Electronic Systems, LLC
1521 Dickory Avenue
Harahan, Louisiana 70123
Ph: (504) 729-6111
Fax: (504) 729-6050
www.ies-llc.com

Professional Services Contract

This document, including each of the Appendices, Exhibits and Schedules set forth on the following Table of Contents (collectively, the "Agreement"), is confidential and proprietary property of INTERSTATE ELECTRONIC SYSTEMS, LLC, and it shall not be disclosed nor duplicated, in whole or in part, without the expressed, prior written consent of INTERSTATE ELECTRONIC SYSTEMS, LLC.

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Proposal Overview

In the following sections INTERSTATE ELECTRONIC SYSTEMS, LLC proposes a support model that matches with the priorities discussed with CITY OF NEW ORLEANS, EMERGENCY MEDICAL SERVICES, 2929 EARHART BLVD, NEW ORLEANS, LA 70125.

INTERSTATE ELECTRONIC SYSTEMS, LLC Overview

Interstate Electronic Systems is a New Orleans based systems integrator, specializing in the design, installation, and maintenance of audio-visual systems. Servicing the Gulf South Region, IES provides state of-the-art audiovisual services for clients in the transportation, museum, university, government, industrial, corporate, and sporting venue sectors. We are one of the South's most experienced audiovisual companies, having worked in the industry since the 1960s. Headquartered in Harahan, Louisiana, IES operates out of a 10,000 sq. ft. facility specifically designed for efficient production, engineering, fabrication, testing and support of the audio-visual integrated systems. Our staff includes sales specialists, programmers, designers, technicians, project managers and a dedicated service team. Collectively, we have hundreds of years of system integration experience. A Louisiana corporation with strong roots in the New Orleans community, IES has an impressive track record for supplying quality products in a timely manner at the local, regional, and national level. We are financially stable, fully insured, bondable, and licensed. We have trained professionals in all the necessary disciplines of design, project management, estimation, installation and service. With an office and workshop full of experienced, skilled technicians, we are the logical choice for customized, state-of-the-art audio-visual systems integrations. Throughout its history, INTERSTATE ELECTRONIC SYSTEMS, LLC's team has focused on their clients and staying customer centric rather than vendor, or manufacturer, centric.

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Support Agreement Offering

Below are the components that make up the support agreement provided by INTERSTATE ELECTRONIC SYSTEMS, LLC.

FEATURE	SLA
IES Phone Response (M-F, 8AM-4PM)	4 Hour Response during business hours
Technician On-Site Response For Diagnosis And Troubleshooting, For All Calls	Next business day
Standard On Site Service Hours	8:00am-4:00pm CST, Monday – Friday
Equipment Repair or Replacement	Included
IES Labor Support For Equipment Failures	Included
Service Labor Rate, Non-Covered Labor	\$125/Hr. - 2hr. min
Service Labor Rate, Non-Standard Hours	\$190/Hr. - 2hr. min
Preventive Maintenance	2 per year
Programming Change	2 per year
Training Session	1 per year
Freight	Ground included

Definition of Services

The following provides the definition of services.

- A. **IES 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. An IES technician will troubleshoot the system for hardware or programming problems. If the problem is not related to a defective piece of hardware, the system will be restored following diagnostic troubleshooting and corrective onsite activities. If a piece of hardware is defective, IES will remove it from the system so that it can be returned to the manufacturer for repair (It may be that the system is not functional during this time). Once the repaired equipment is returned, it will be reinstalled, and the system will be tested.
- C. **IES Labor Support:** IES labor to support, repair, and/or replace components of the system(s) covered. 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.

- D. **Service Labor Rate, Non-Covered Labor:** Client's rates for service labor for additional service work that is not warranty or otherwise covered.
- E. **Service Labor Rate, Non-Standard Hours:** Service requested outside of the normal business hours of IES which are 8AM-4PM Monday through Friday. After Hours Service if requested will be billed at the Non-standard Hours Service Rate.
- F. **Equipment Repair or Replacement:** Unless otherwise specified, IES will repair or, at our option, replace system components as required. All equipment designated by the manufacturer as "beyond the end-of-life cycle and is no longer supported" or "beyond economical to repair" will not be covered by this Agreement.
- G. **Preventative Maintenance:** IES will perform an on-site preventative maintenance visit of applicable equipment in the AV system. IES shall schedule with Client the proposed preventative maintenance visit(s). A checklist will be provided to the Client.
- H. **Programming Change:** A modification to the system's program to accommodate programming code for replacement of existing equipment.
- I. **Cancelled Requests for Service Policy** - Client will be charged \$125.00 for confirmed scheduled trips that are not canceled two (2) hours prior to our technician's arrival.
- J. **Training Session:** A predetermined scheduled time during which IES and the end-user personnel review operation of the system and its intended functions.

Client Responsibilities

Client responsibilities are as follows:

- A. Client shall be responsible for providing IES with a point of contact (POC) for applicable site communications.
- B. Ensure cooperation during phone support and testing to increase possibility of problem resolution via phone.
- C. Ensure the room is available for IES technician during scheduled maintenance or repair visits.
- D. Ensure all power and data for audiovisual systems covered under this Agreement are maintained and assist IES with the resolution of power and data system issues.
- E. Provide IES with all necessary information and requirements in the event our personnel must have credentialed access to the facility.

Items and Services Not Included

- A. Costs for system upgrades, add-ons, functionality, and operation modification to system, except as noted and agreed upon as a "Change Request."
- B. Any service for owner/client furnished equipment (OFE), client computers, or issues caused by client computers or OFE.
- C. Extension or modification of the manufacturer warranty.
- D. Consumables other than those provided and covered under the manufacturer's product warranty, including lamps, batteries, cables, etc.
- E. Repairs or replacement components required 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.

Support Requests

Requests for support shall be directed to the IES Service Desk:

Service Desk Hours: 8:00 A.M. to 4:00 P.M. Monday – Friday

Service Desk Contact: 504-729-6111 x120 (Monitored 8:00 A.M. to 4:00 P.M. Monday – Friday).

support@ies-llc.com - Emails to the IES Support Desk received outside of office hours will be monitored and responded to next business day.

General Conditions

- A. 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, pandemic, or other acts of God, strikes, war, civil unrest, acts of public authorities, or delay or default of public carriers.
- B. IES expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

- C. This Agreement will become void 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 either 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. To the fullest extent permitted by law, IES shall indemnify and hold harmless the Client, its officials, employees, insurers, self-insurance funds, assigns, and/or agents from and against any and all liability, losses, damages, claims, causes of action, reasonable costs or expenses, including reasonable attorney's fees, caused by or resulting from any negligent act or omission by IES officers, employees, and/or agents in connection with IES's obligations under this Agreement. To the fullest extent permitted by law, Client shall indemnify and hold harmless IES from and against any and all liability, losses, damages, claims, causes of action, reasonable costs or expenses, including reasonable attorney's fees, caused by or resulting from any negligent act or omission by the Client, its officers, employees, and/or agents in connection with the Client's obligations under this Agreement. IES shall provide and bear the expense of all commercial and professional insurance related to its duties arising under this Agreement.
- F. This Agreement contains the entire understanding of IES and 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 Client.

Schedule of Covered Systems

All audio-visual systems installed, modified, or added by IES are at the EMS facility located at 2929 Earhart Blvd., New Orleans, LA 70125.

Coverage Period and Cost

This Support Agreement shall be for a period of **three (3) years**, beginning the date of 4/15/2023 and ending 4/14/2026.

The cost and maximum amount payable under this Professional Services Contract is \$66,000.00. This Agreement does not guarantee any amount of work nor compensation except as specifically authorized by the Client in accordance with the terms and conditions of this Agreement.

This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement in the current or succeeding fiscal years, and the Client will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

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 thirty (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's 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 thirty (30) days of retaining said subcontractor. If IES fails to submit the required lists and notices, the City may, after thirty (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. **Convicted Felon Statement.** IES swears that it complies with City Code Section 2-8(c). No IES principal, member, nor 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.
- E. **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 Agreement. 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 Agreement.
- F. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.
- G. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON THE NEXT PAGE.]

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Acceptance:

THE PROFESSIONAL SERVICES CONTRACT AND THE TERMS AND CONDITIONS HEREIN ARE AGREED TO, ACCEPTED, AND EFFECTIVE AS OF THE DATE OF EXECUTION BY THE CLIENT.

City of New Orleans EMS


Signature

LaToya Cantrell, Mayor City of New Orleans
Printed name and title

6/29/23
Date

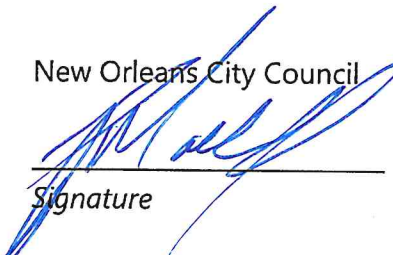
Interstate Electronic Systems, LLC

Signature

Michael Rideau – Managing Partner
Printed name and title

Date

New Orleans City Council


Signature

Jean-Paul J. Morrell, City Council President
Printed name and title

Form and Legality Approved:

Law Department


Signature

Tracey Tipton
Printed name

Acceptance:

THE PROFESSIONAL SERVICES CONTRACT AND THE TERMS AND CONDITIONS HEREIN ARE AGREED TO, ACCEPTED, AND EFFECTIVE AS OF THE DATE OF EXECUTION BY THE CLIENT.

City of New Orleans EMS

Interstate Electronic Systems, LLC

Signature

Michael Rideau
Signature

LaToya Cantrell, Mayor City of New Orleans
Printed name and title

Michael Rideau – Managing Partner
Printed name and title

Date

June 9, 2023
Date

New Orleans City Council

Signature

Jean-Paul J. Morrell, City Council President
Printed name and title

Form and Legality Approved:
Law Department

Signature

Printed name