

CLEVELAND PUBLIC LIBRARY

Finance Committee

December 19, 2017

RESOLUTION AUTHORIZING AGREEMENT WITH INTEGRATED PRECISION SYSTEMS, INC. FOR MAINTENANCE OF SECURITY CAMERA SYSTEM

WHEREAS, On October 17, 2013, the Board of Trustees of the Cleveland Public Library authorized the Executive Director of the Cleveland Public Library to enter into an agreement with Integrated Precision Systems, Inc. ("IPS") for the purchase of security cameras, software, and servers for various facilities owned by the Library; and

WHEREAS, Security cameras have been installed and functioning at all 27 neighborhood branches, the Main library, Louis Stokes Wing, and the Lakeshore facility, and the warranty covering the cameras expires on December 31, 2017; and

WHEREAS, IPS has submitted a proposal to provide maintenance to the security camera system at all of the Library's locations for the period beginning on January 1, 2018 and ending on December 31, 2018 for a total cost of \$60,000.00, and the Director of Property Management recommends that the Library engage IPS to provide such maintenance; now therefore be it

RESOLVED, That the Board of Trustees of the Cleveland Public Library hereby authorizes the Executive Director, CEO or his designee, to enter into an agreement with Integrated Precision Systems, Inc. for maintenance services for the Library's security camera system, in the amount of \$60,000.00 for the period commencing January 1, 2018 through December 31, 2018, subject to approval of the Chief Legal Officer, with the expenditure being charged to the 12930053-53340 Building Maintenance.



Integrated
Precision
Systems, Inc.

MAINTENANCE AGREEMENT

CUSTOMER: CLEVELAND PUBLIC LIBRARY
CUSTOMER CONTACT: CLEVELAND PUBLIC LIBRARY IP VIDEO SURVEILLANCE
MAINTENANCE

LOCATIONS: Addison, Brooklyn, Carnegie West, Collinwood, East 131st, Eastman, Fleet, Fulton, Garden Valley, Glenville, Harvard Lee, Hough, Jefferson, Lakeshore, Langston H, Lorain, MLK, Mem Nott, Mt Pleasant, Rice, Rockport, South Brooklyn, Sterling, Union, Walz, Westpark, Woodland Garage, Main/LSWMain.

CONTRACT TYPE: GOLD #TBD
ANNUAL PAYMENT TERMS: \$60,000.00^B + Attachment C^C
CONTRACT EFFECTIVE DATES: Commencement Date 1/1/18
Expiration Date 12/31/18

^B – Covering all equipment outlined in Attachment B
^C – As described in section 11 of this contract

IPS, an Ohio corporation having its principle place of business at 9321 Ravenna Road, Twinsburg, Ohio and "CUSTOMER", as listed above, hereby agree to the terms and conditions on the first and subsequent pages of this Agreement, under which IPS shall provide Maintenance Service for the Equipment, and Standard/Custom Software, as detailed in the attached itemized spreadsheet.

Customer acknowledges that they have read and understand all pages of this agreement, and agrees to be bound by its terms and conditions. Further, customer acknowledges that this agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communication between the parties relating to the subject matter herein.

AGREED TO AND ACCEPTED BY:

CUSTOMER:	IPS:
BY: _____ (Authorized Signature)	BY: _____ (Authorized Signature)
TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____
DATE: _____	DATE: _____

IPS Maintenance Agreement

Customer and IPS agree that the terms and conditions contained in Section A of this Agreement apply only to maintenance for the Equipment, if any, as specified in Attachment B of this Agreement; Section B applies only to the Standard/Custom Software, if any, as specified in Attachment B of this Agreement; Section C Terms and Conditions apply to any Equipment (hardware), and any Standard/Custom Software as specified in Attachment B of this agreement.

A. TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT (HARDWARE) ONLY

The following terms and conditions apply only to the Equipment, if any, at the location(s) specified in this Agreement.

1. **Equipment Maintenance.** During the Service Coverage Period, IPS will provide up to 2 Preventative Maintenance sessions per year to keep the equipment in, or restore the Equipment to, proper working order. All parts listed in attachment below are covered for 1 year parts and labor. Maintenance Parts, which will be new or reconditioned to perform as new, will be furnished on an exchange basis, and the exchanged parts will become the property of IPS. Maintenance provided under this Agreement does not assure uninterrupted operation of the equipment. If Customer requests that IPS perform maintenance outside the Service Coverage Period, any such emergency service will be provided, when available, at the IPS Service Fee Structure rates and terms then in effect.

Equipment Maintenance includes:

- a. On-Line/system support during the Service Coverage Period to an IPS Customer Support Center for problem reporting.
- b. Scheduled Preventive Maintenance during the Service Coverage Period, as defined below.
- c. Remedial maintenance performed at Customer's site during the Service Coverage Period following telephone notification by Customer to the IPS Customer Support Center that the Equipment is inoperative; Please consult attached Service Fee Structure for attributable charges.
- d. Hardware, Software and Firmware revision upgrades.
- e. "On-site in 60 seconds" WEB based remote diagnostics support sessions and meeting center.
- f. Replacement of printer print heads are left up to the discretion of the manufacturer. These items are covered only by the manufacturer's warranty, not by this contract.

B. TERMS AND CONDITIONS APPLICABLE TO STANDARD/CUSTOM SOFTWARE ONLY

The following terms and conditions apply only to the Standard/Custom Software, if any, at the location(s) specified in this Agreement.

1. **Standard Software Maintenance.** During the Service Coverage Period, IPS shall provide:
 - a. On-Line/system support during the Service Coverage Period to an IPS Customer Support Center for problem reporting.
 - b. Scheduled Preventive Maintenance during the Service Coverage Period, as defined below.
 - c. Remedial maintenance performed at Customer's site during the Service Coverage Period following telephone notification by Customer to the IPS Customer Support Center that the Equipment is inoperative; please consult attached Service Fee Structure for attributable charges.
 - d. WEB Access to iSolve™, installation specific knowledge base and training center.
 - e. Hardware, Software and Firmware revision upgrades.
 - f. WEB based/on-site training library.
 - g. "On-site in 60 seconds" WEB based remote diagnostics support sessions and meeting center.
 - h. Standard Software version upgrades and enhancements per the rates defined in the attached Service Fee Structure.
2. **Standard/Custom Software Exclusions.** Services required for application program and conversions from products or software not supplied by IPS;

C. GENERAL TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT (HARDWARE), AND STANDARD/CUSTOM SOFTWARE.

1. **Term of Agreement.** This Agreement shall be in effect as described by the service coverage period. Following the end of this agreement, this agreement shall automatically renew for an additional Twelve (12) month term on the anniversary date of its commencement, *unless either party notifies the other in writing (30) days prior to that anniversary renewal date.*
2. **Service Coverage Period and IPS Response Time.** IPS agrees to provide the maintenance services described in the Agreement between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday excluding IPS holidays (hereafter "Service Coverage Period"). For maintenance required under this Agreement, IPS agrees to provide an average response time not to exceed eight (8) business hours, for sites within a 150 mile radius of a IPS Customer Support Center. For sites outside the 150-mile radius, IPS agrees to respond within a reasonable time following notification, not to exceed two (2) IPS business days.
3. **Payment.** Customer shall pay annual maintenance charges in advance, at least thirty (30) days after the Commencement Date of the initial or any renewal term. Customer shall pay applicable Zone Charges, and Service Fee Structure upon receipt of invoice. IPS shall be solely responsible for any sales or other taxes imposed upon the transaction which is the subject of this Agreement. Customer shall provide IPS with an appropriate certification of Customer's sales tax exemption upon request.

After the initial term of this Agreement, annual maintenance charges, additional zone charges, zone definition, and the Service Coverage Period are subject to change by IPS. IPS agrees to notify Customer of any increases in the above charges and definitions at least 60 days prior to the expiration of the initial term or any renewal. Notwithstanding any other provision of this Agreement to the contrary, Customer may terminate this Agreement or any renewal thereof at any time in the event IPS increases annual maintenance charges or zone charges.

4. **Addition of Equipment, Standard/Custom Software.** Customer may request that equipment, Standard Software and/or Custom Software other than those specified on the face of this Agreement be added to this Agreement. If IPS agrees to any such addition, Customer agrees to pay the prorated charges for such addition, and any such addition shall be automatically renewed as provided in this Agreement.
5. **Maintenance Exclusions.** Maintenance service does NOT include repair of damaged or replacement of spare parts resulting from:
 - a. Any cause external to the Equipment, or Standard/Custom Software, including, but not limited to, electrical work, fire, flood, water, wind, lightning, and transportation, or any act of God;
 - b. Customer's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power;
 - c. Customer's improper use, relocation, refinishing, management or supervision of the Equipment or Standard/Custom Software or other failure to use the Equipment, or Standard/Custom Software in accordance with IPS' Specifications;
 - d. Customer's repair, attempted repair or modification of the Equipment or Standard/Custom Software without prior authorization from IPS;
 - e. Customer's use of the Equipment or Standard/Custom Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by IPS; or,
 - f. Customer's personal computer malfunctions.

Any maintenance necessary as a result of Section C.5. (a.) through (f.) shall be charged to Customer at the then applicable IPS Service Fee Structure Rate.

6. **Responsibilities of the Customer.** Customer agrees to:
 - a. provide IPS personnel with full, free and safe access to Equipment and Standard/Custom Software for purposes of maintenance, including use of the data communications facilities, if required;

IPS Maintenance Agreement

- b. maintain and operate the Equipment, Standard/Custom Software in an environment and according to procedures which conform to IPS specifications communicated in writing to Customer; and
 - c. not to allow maintenance or repair of the Equipment, Standard/Custom Software by anyone other than IPS without prior authorization from IPS.
- 7. **Default.** Each party reserves the right to terminate (or as pertains to IPS, suspend) maintenance service in the event the other party is in default under this or any other Agreement between the parties and such default if not corrected within fifteen (30) days after written notice. In addition, this Agreement will terminate, in the event that either party ceases to do business as a going concern or has its assets assigned by law
- 8. **Warranty Exclusion.** IPS shall provide all maintenance services in accordance with the standard of care equal to that of vendors who provide the same services and products in Ohio. The parties agree that all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose, are excluded
- 9. **Limitation of Liability.** Except in the event of IPS' negligence or material breach of contract, Customer's sole remedy, and the sole liability of IPS, for any breach by IPS shall be repeat performance of any repair, replacement, or maintenance required under this Agreement. **IN NO EVENT WILL IPS BE LIABLE FOR (a) LOST PROFIT, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (b) DAMAGES CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES.**
- 10. **General.**
 - a. This Agreement shall be governed by Ohio law.
 - b. The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
 - c. Neither party shall assign this agreement without the prior written consent of the other and any purported assignment, without such consent, shall be void; provided however, that IPS may assign this Agreement to its parent affiliate or subsidiary without such written consent.
 - d. Neither party shall be liable for failure or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failure or delays.
 - e. All notices, which must be given under this Agreement, shall be in writing and sent to the attention of the IPS Contact and the Customer Contact at the address listed on the first page of this agreement.
 - f. This agreement supersedes all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties.
- 11. **Contract addendums – The following section has been added to the original contract.**
 - a. Additional equipment may be added and covered by this contract based on an equipment inspection and the following rate table. Equipment inspections will be billed at the IPS standard labor rate.

ATTACHMENT B

Qty	Model/Part #	Description
312	ANX-473191	AXIS P3354 6MM DAY/NIGHT FIXED DOME WITH LIGHTFINDER TECH
86	ANX-395985	Drop Ceiling Kit Smoked AXIS P3343/4 5502-371
213	ANX-5502-351	AXIS P33 Series Pendant Kit
213	ANX-395265	Wall Bracket 5017-611
114	ANX-473703	AXIS P3364-VE 6MM VANDAL RES OUTDOOR, LIGHTFINDER, 720P/1MP H.264, POE, WDR
114	ANX-395265	Wall Bracket 5017-611
114	ANX-395977	AXIS P33VE SERIES PENDANT KIT TO MOUNT P3343/44-VE ON STNDRD 5502-321
8	Z4-0515-001	Vandal resistant ultra discreet fixed mini-dome - 360° or 180° panoramic surveillance
8	ANX-395265	Wall Bracket 5017-611
8	AD-Z4-5503881	AXIS T94F01D Pendant Kit with Network Cable Coupler Indoor
10	ANX-0445-004	AXIS Q6035-E
10	5017-641	AXIS T91A64 Corner Bracket
10	ANX-395265	Wall Bracket 5017-611
3	ANX-416409	AXIS T8311 Joystick 5020-101
23	S2-NETVR-4TB-16	S2 NetVR Unit 4TB Licensed for 16 IP cameras
2	S2-NETVR100-8TB-8-0	S2 NetVR 100 IP Server – 8 IP channel licenses (expandable to 64 IP licenses), 8 TB onboard storage.
1	S2-NETVR100-12TB-8-0	S2 NetVR 100 IP Server – 8 IP channel licenses (expandable to 64 IP licenses), 12 TB onboard storage.
3	S2-NETVR100-16TB-8-0	S2 NetVR 100 IP Server – 8 IP channel licenses (expandable to 64 IP licenses), 16 TB onboard storage.
4	S2-NETVR-1C	Single IP Camera add-on License
3	S2-NETVR-8C	8 IP Camera add-on Licenses
2	S2-NETVR-16C	16 IP Camera add-on Licenses
3	S2-NETVR-32C	32 IP Camera add-on Licenses

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	Interior Cameras	Exterior Cameras	360/180 Cameras	PTZ Exterior Cameras	Cameras	S2 Video Server
Branches	AXIS P3354	AXIS P3364-VE	M3007-PV	AXIS Q6035-E	Cameras	S2 Video Server
Addison	5	4			9	S2-NETVR-4TB-16
Brooklyn	4	2			6	S2-NETVR-4TB-16
Carnegie West	11	7			18	S2-NETVR100-8TB-8-0 1-S2-NETVR-8C 2-S2-NETVR-1C
Collinwood	7	4			11	S2-NETVR-4TB-16
East 131st	7	3			10	S2-NETVR-4TB-16
Eastman	8	4			12	S2-NETVR-4TB-16
Fleet	7	4			11	S2-NETVR-4TB-16
Fulton	8	2			10	S2-NETVR-4TB-16
Garden Valley	6	3			9	S2-NETVR-4TB-16
Glenville	8	4			12	S2-NETVR-4TB-16
Harvard Lee	8	4			12	S2-NETVR-4TB-16
Hough	6	4			10	S2-NETVR-4TB-16
Jefferson	4	4			8	S2-NETVR-4TB-16
Lakeshore/ Mem Nott	18	11			29	S2-NETVR100-12TB-8-0 S2-NETVR-16C S2-NETVR-8C
Langston H	6	3			9	S2-NETVR-4TB-16
Lorain	8	5			13	S2-NETVR-4TB-16
MLK	11	4			15	S2-NETVR-4TB-16
Mt Pleasant	8	3			11	S2-NETVR-4TB-16
Rice	8	4			12	S2-NETVR-4TB-16
Rockport	6	6			12	S2-NETVR-4TB-16
South Brooklyn	8	3			11	S2-NETVR-4TB-16
Sterling	7	3			10	S2-NETVR-4TB-16
Union	6	3			9	S2-NETVR-4TB-16
Walz	6	4			10	S2-NETVR-4TB-16
Westpark	8	4			12	S2-NETVR-4TB-16
Woodland Garage	14	9			23	S2-NETVR100-8TB-8-0 S2-NETVR-16C

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Main/LSW	109	3	8	10	130	3-S2-NETVR100-16TB-8-0 0 3-S2-NETVR-32C 1-S2-NETVR-8C2 S2-NETVR-1C
	312	114	8	10	444	
	Interior Cameras	Exterior Cameras	360/180 Cameras	PTZ Exterior Cameras	Cameras	S2 Video Server

Additional equipment maintenance cost

ATTACHMENT C

Additional Equipment to be added per customers request

Option #1

Years since system invoice date	Yearly equipment coverage rate
0-1 (included in base quote)	0% of original purchase price
1-5 (not included in quote)	10% of original purchase price if signed at the time of purchase (not included in quote)
5-10 (not included in quote)	10% of original purchase price if signed at the time of purchase (not included in quote)

Additional equipment maintenance cost

Option #2

Years since system invoice date	Monthly equipment coverage rate
0-1 (included in base quote)	0% of original purchase price
1-2 (not included in quote)	1% of original purchase price (not included in quote)
2-5 (not included in quote)	1.25% of original purchase price (not included in quote)
5-8 (not included in quote)	1.5% of original purchase price (not included in quote)
8-10 (not included in quote)	1.75% of original purchase price (not included in quote)

Additional equipment maintenance cost