



CITY OF DULUTH
PURCHASING DIVISION
Room 120 City Hall
411 West First Street
Duluth, Minnesota 55802-1199
218/730-5340
purchasing@duluthmn.gov

Addendum #3
File # 19-6601
ISD 709 Security Improvements District Wide

This addendum serves to notify all bidders of the following changes to the solicitation documents:

1. A revised responsible contractor form that meets the new legal requirements put in place August 1, 2019, is attached. Changes are identified in red text.
2. The pre-bid meeting sign-in sheet is attached.
3. A set of drawings identifying existing camera locations is attached.
4. IT/Data room locations at each site are as follows, however, some runs may be closer to an alternative IT/Data room:
 - a. Congdon Park Elementary School: Room #213
 - b. East High School: Room #2015B
 - c. Homecroft Elementary School: Room #104
 - d. Lakewood Elementary School: Same room # as identified on map
 - e. Laura MacArthur Elementary School: Room #A107Room & Room # B217
 - f. Lester Park Elementary School: Data Room #210A & Room #245
 - g. Lincoln Park Middle School: Room #1160, Room #2432 & Room #2505
 - h. Lowell Elementary School: Identified on map
 - i. Myers-Wilkins ES: Room #221
 - j. Ordean East MS: Identified on map
 - k. Piedmont ES: CORRECTION TO DOOR SECURITY HEAD END LOCATION ON MAP – SHOULD BE ROOM #227/Data; Additional IT Rooms are #211, #234
 - l. Stowe ES: Room #57B & #53B
5. The successful bidder will be awarded a contract with ISD 709 upon approval by the School Board. A sample of the ISD 709 contract is attached.
6. ISD 709 will be withholding 5% retainage. Contractors should be familiar with the new retainage law that was enacted and became effective August 1, 2019. The law amends MN Statutes 2018, section 15.72, subd. 2 and section 337.10, subd. 4 regarding the withholding amounts and retainage release requirements for contractors and subcontractors.
7. ISD 709 will not assess a daily liquidated damages amount.
8. Follow ISD 709 Construction Standards for wiring and other pertinent construction means and methods; however, as per questions, wire mold may be used to keep wiring out of sight if Construction Standards or other such method

is not reasonable or feasible as determined by Dave Spooner and the contractor. The use of wire mold is not desirable and every effort should be made to avoid its use.

9. The bid form has been revised to include a line to integrate the new AiPhone components listed in the Project Detail, item #2, with C-Cure 9000 software as referenced in the attached AiPhone Application Note. This integration requires one (1) district-wide license and installation. The revised bid form is attached.
10. The bid deadline has been extended to Thursday, September 5, 2019 at 2:00 pm.
11. Deadline for bidders to submit questions is Wednesday, August 28, 2019. Answers will be provided in the form of an addendum by Friday, August 30, 2019.
12. Main entry doors identified as "Door A" at Stowe, Homecroft and Lakewood have dual-pole door position switches not currently connected to C-Cure 9000. These door position switches are in the door frame now and being used for door security only. The second output must be used and be integrated into C-Cure 9000 to create full perimeter security. The door exiting the office identified as "Door D" on all site maps does not require position switches installed.
13. If there are no open switches/ports available to configure the new AiPhone system, ISD 709 will install the additional required switches.
14. Contractor will be required to remove and dispose of all nonfunctional AiPhone components and restore the areas with covers or caulk as needed. ISD 709 will paint, if necessary.
15. If the location of the new AiPhone intercom master station at the clerical desk or secondary location as identified on plans is not obvious, the awarded contractor should discuss with clerical staff and contact Dave Spooner for final approval of location.
16. While time is of the essence for this contract, in order to comply with the grant requirements, all work MUST be complete and invoiced by September 30, 2020. The start date is anticipated to be mid-September 2019.

Please acknowledge receipt of this Addendum by initialing and dating Addendum **#3** below the bid form on the invitation for bids.

Posted: **8/23/19**

Attachments:

- Responsible Contractor Form
- Pre-Bid Meeting Sign-In Sheet
- Camera Locations
- Sample ISD 709 Contract
- AiPhone Application Note
- Revised bid form

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT NUMBER: _____

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*(vii) has been convicted of a violation of section 609.52, subd 2 (19).

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT NUMBER: _____

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT NUMBER: _____

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

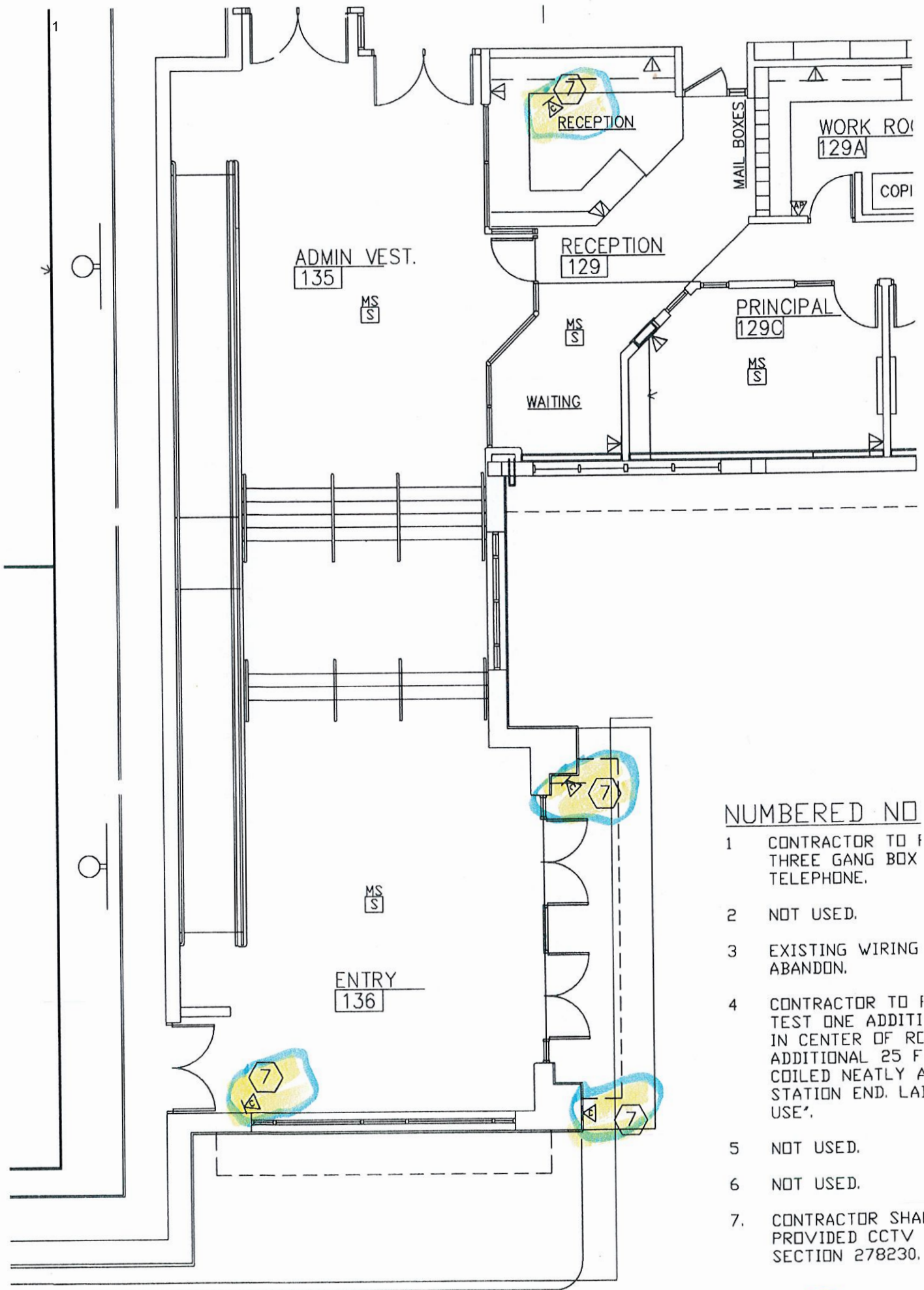
SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

PRE-BID MEETING SIGN-IN SHEET (MANDATORY)

BID # 19-6601 ISD709 Security Improvements District Wide

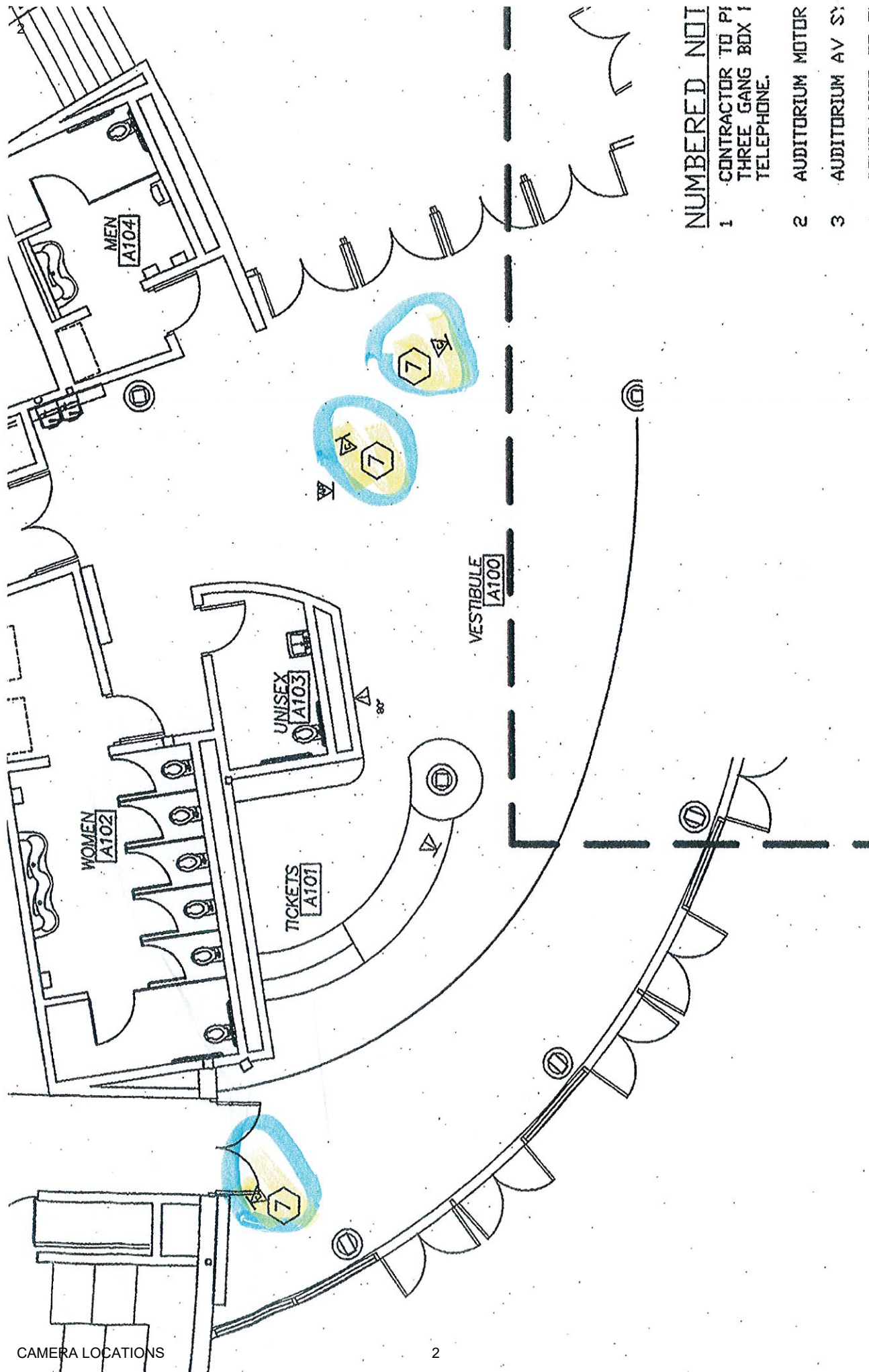
August 22, 2019 - 11:00 am

NAME	COMPANY	ADDRESS	PHONE	E-MAIL
Alyssa Gazdon	Per Mer Security	4216 Pix park Blvd. Duluth, MN 55811	218-481-6938	agazda@permersecurity.com
DEAN BENSON	NORTHEAST DOOR	2202 W. 1st ST Duluth, MN 55806	218-722-9531	deane.northendoor.net
Ben Lalane	JCI	4627 Airport Blvd. Duluth	218-725-6762	ben.lalane@jci.com
Paul Scimocca	Hunt	4330 W 5th ST STE B Duluth, MN 55807	218-628-3323	p.scimocca@huntelec.com
SCOTT AMUNDSON	SCR	604 LINCOLN AVE NE ST. CLOUD MN 56304	320 258 5188	SCOTT.AMUNDSON@SCR-MN.COM
DAVE SPOONER	ISD 709		218-343-0275	
GUY GRENSING	ISD 709		218-349-8087	GUY.GRENSING@ISD709.ORG
Corey Kurren	ISD 709		218 591-8551	
Laura Smith-Tremble	ISD 709		336-8907	laura.smith-tremble@isd709.org
Patti Stalvig	City of Duluth		218-720-5340	purchasing@cityofduluthmn.gov



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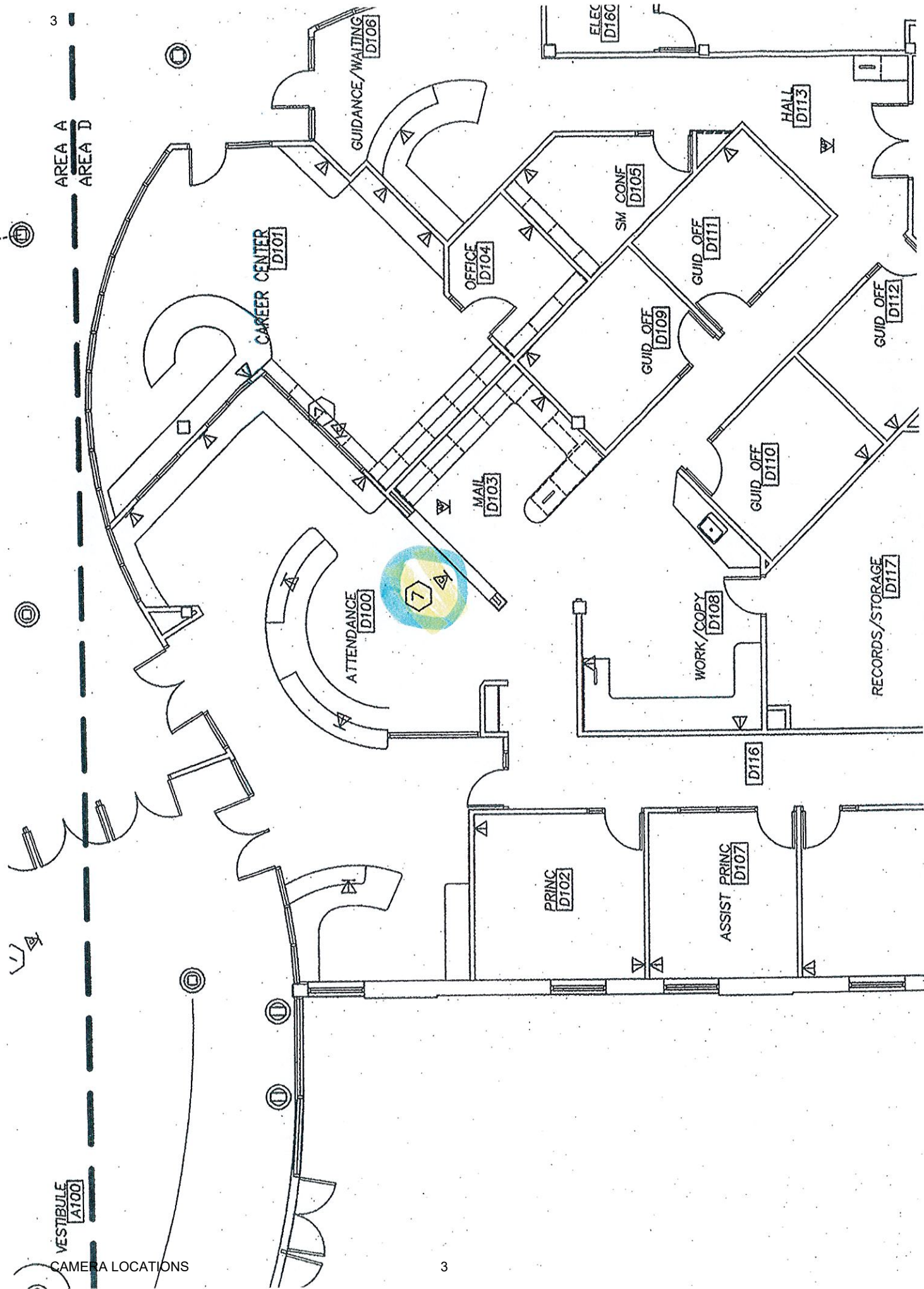
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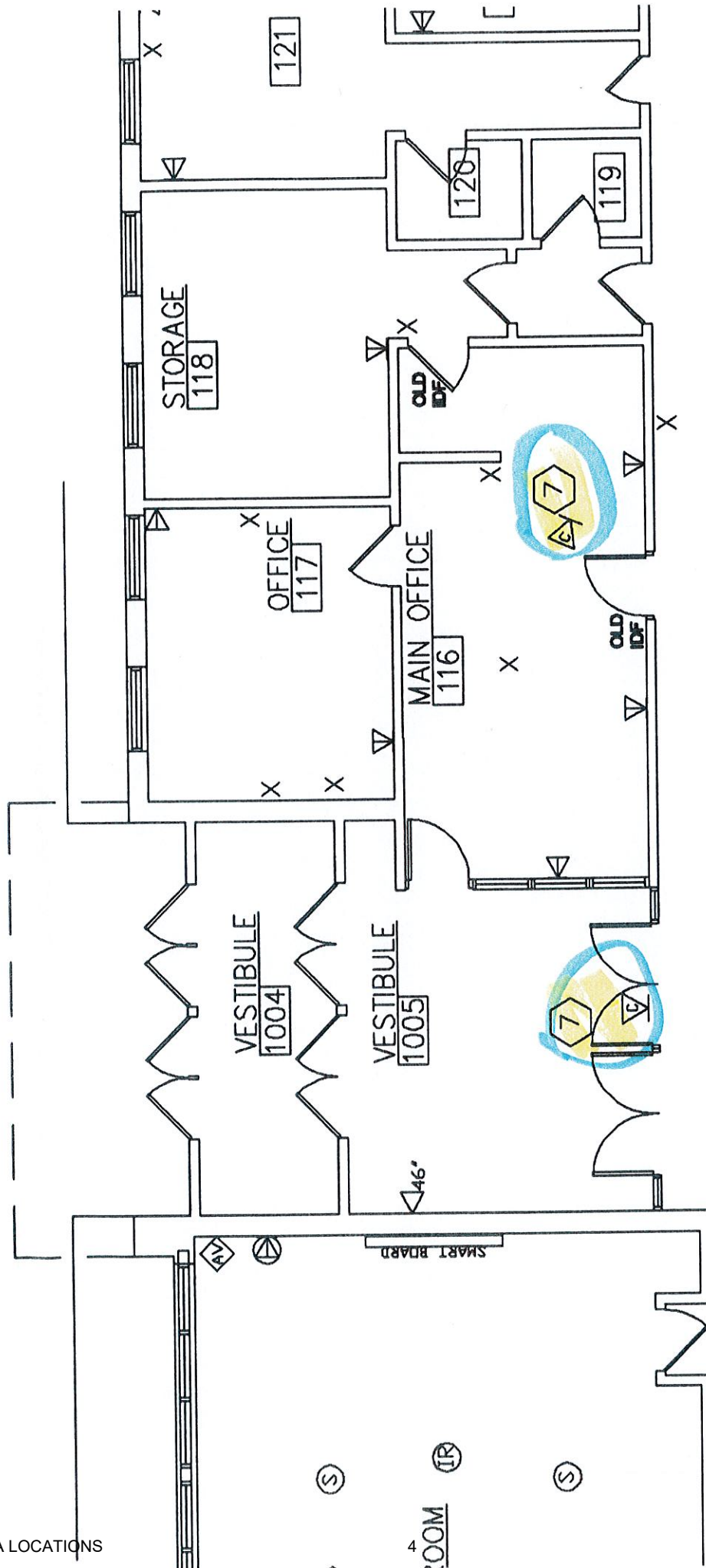
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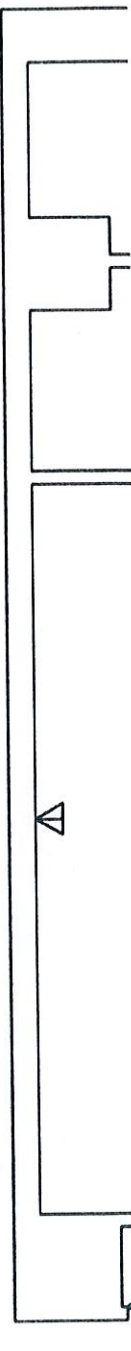
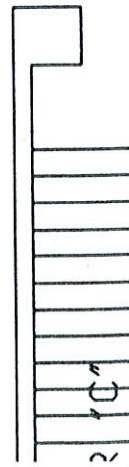


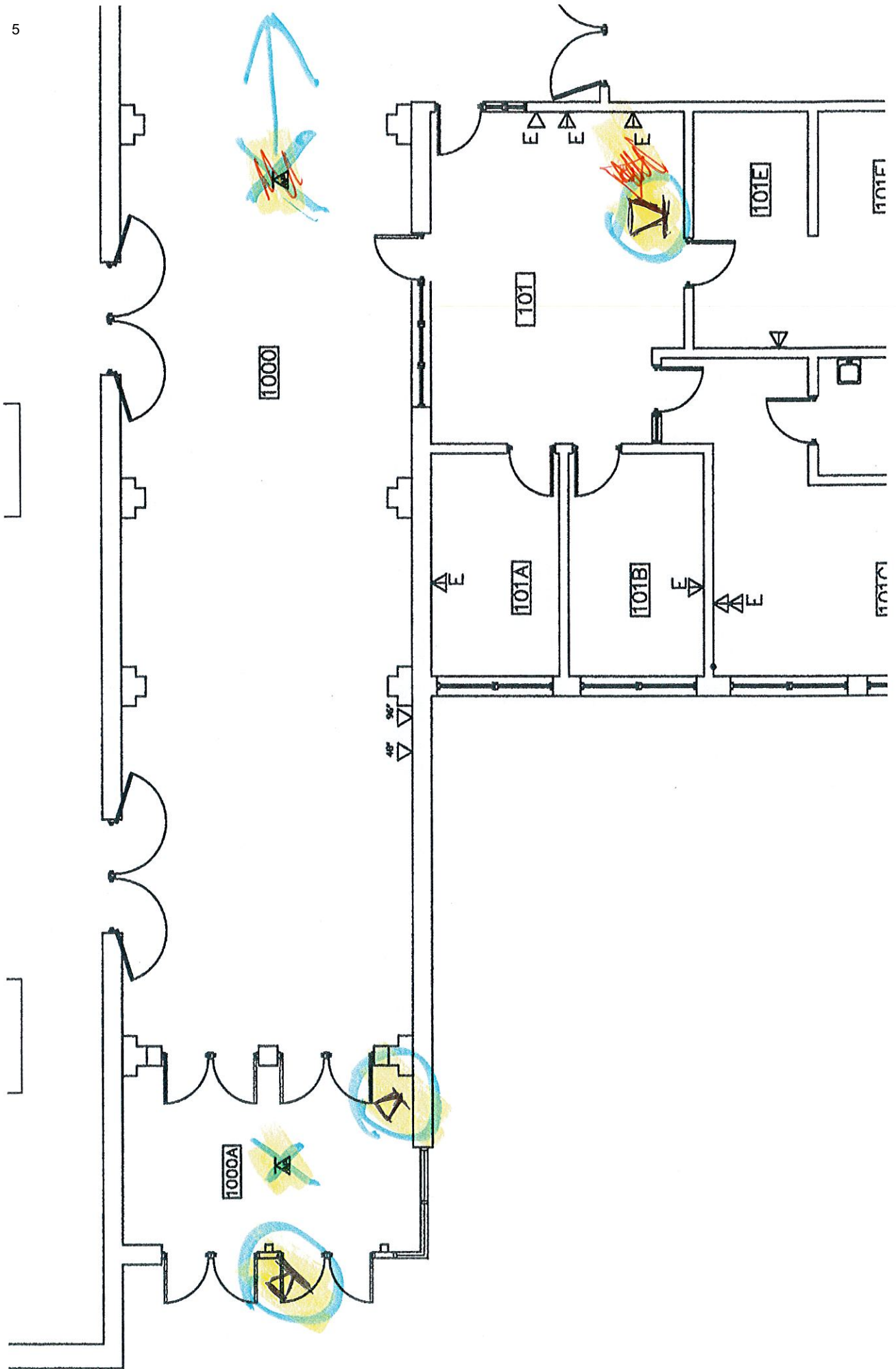
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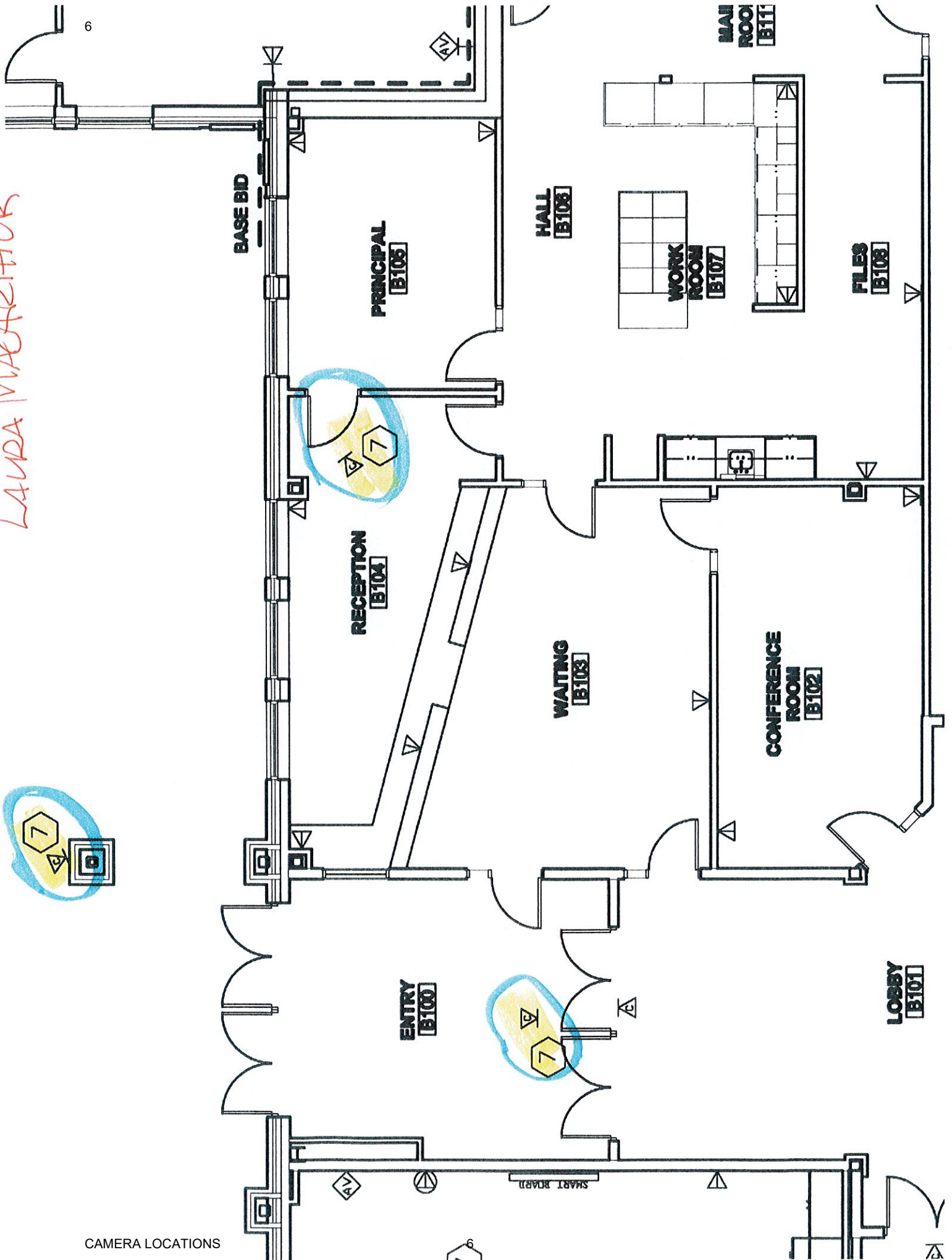
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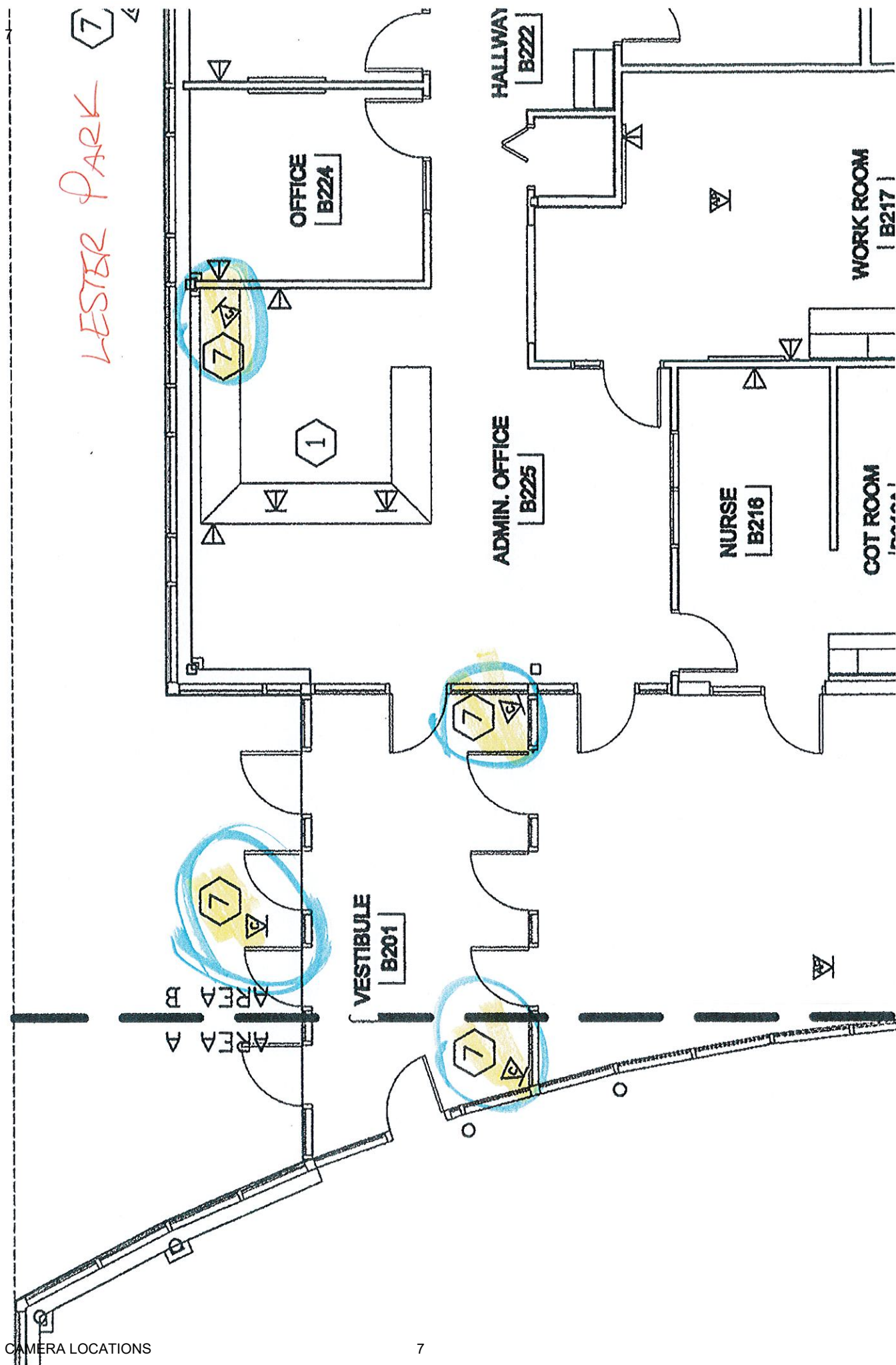
LAURA MACARTHUR

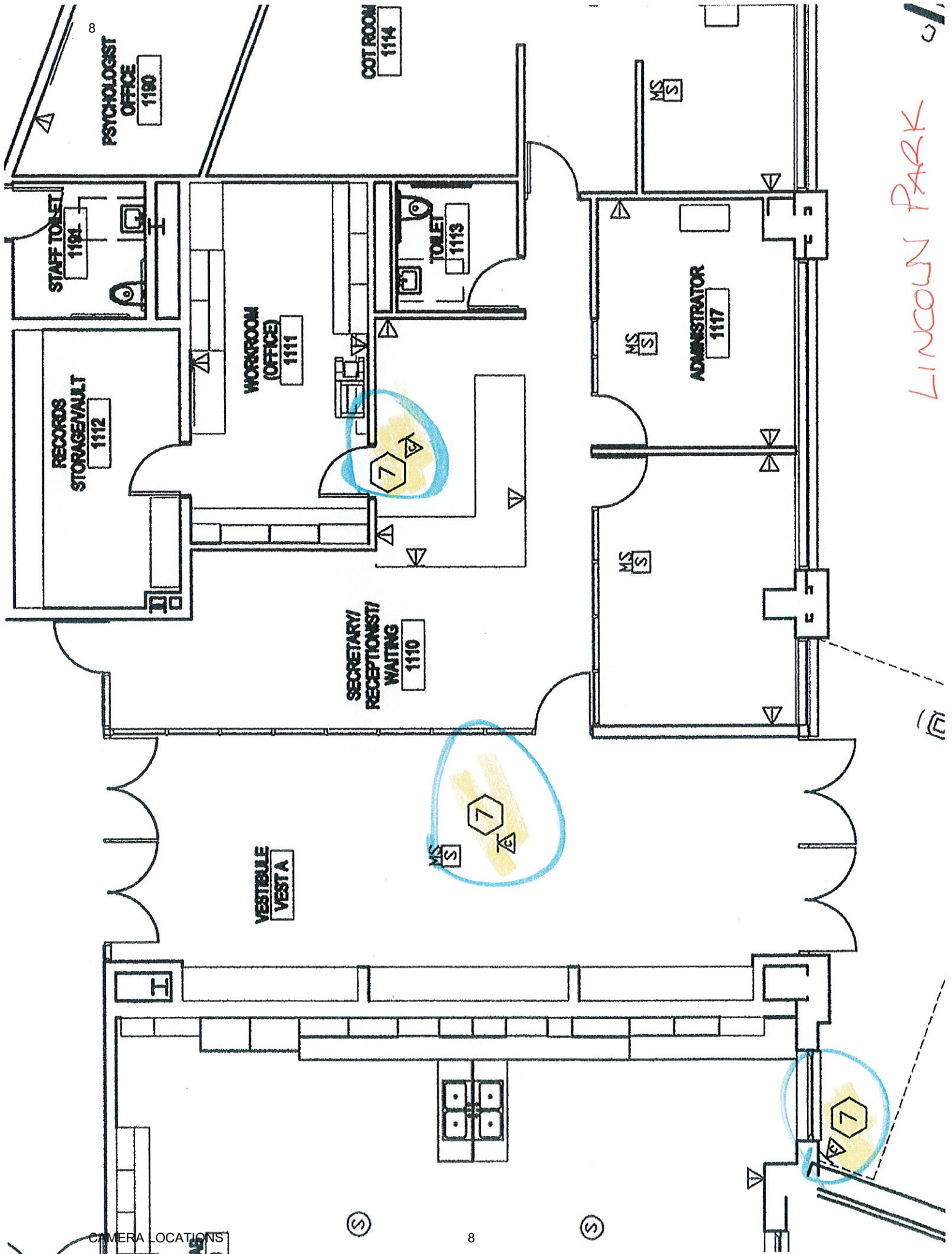
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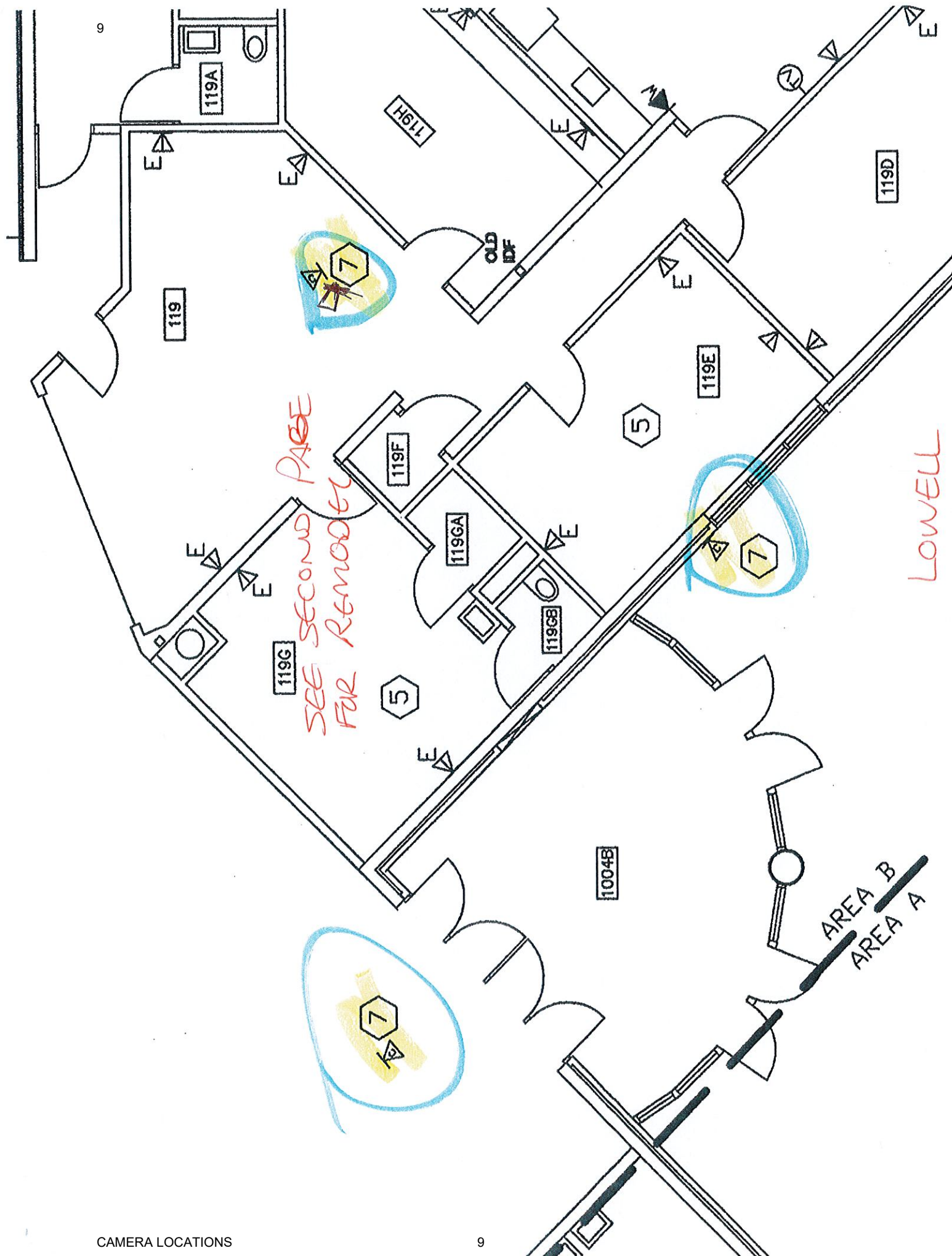
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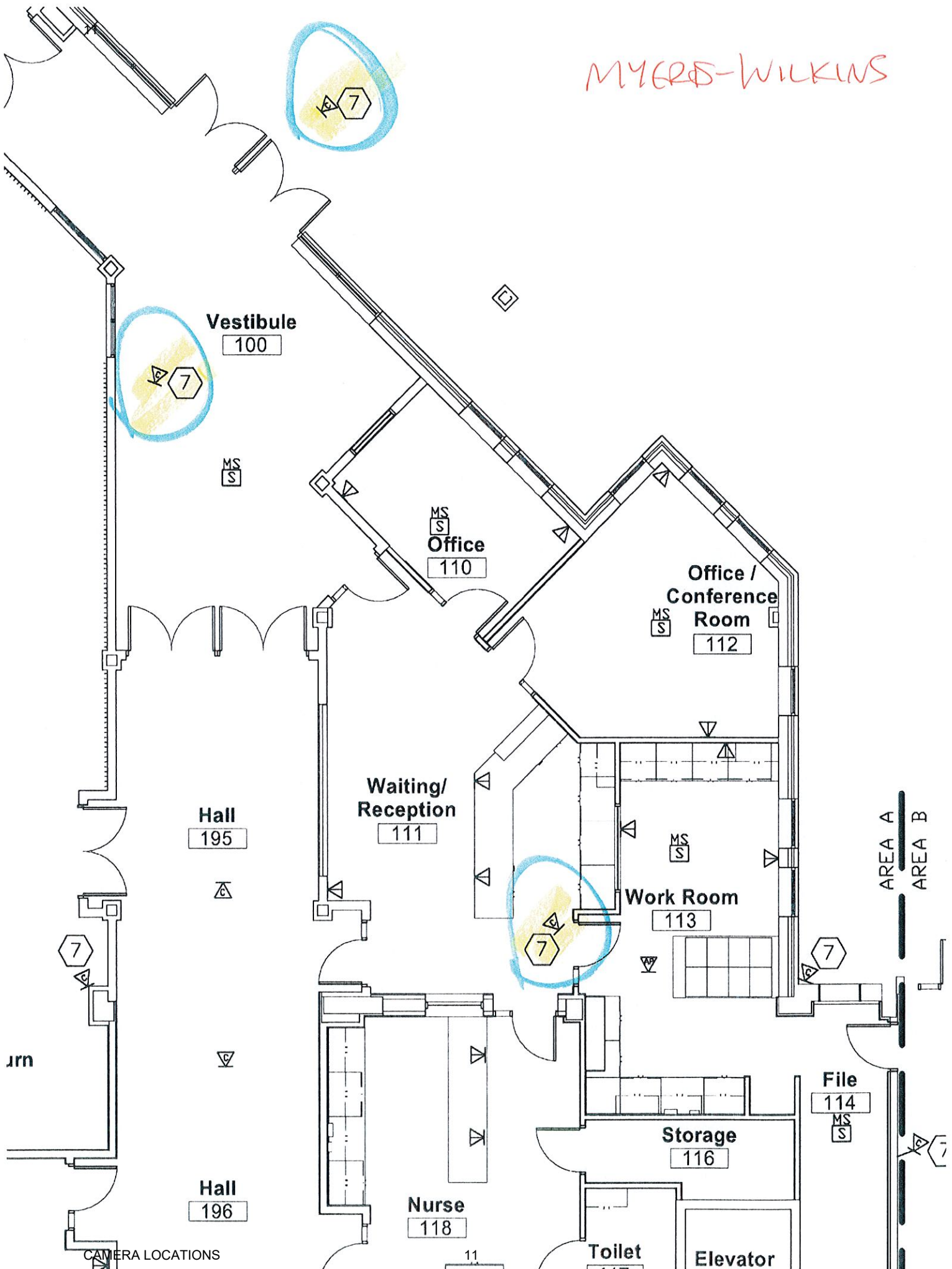




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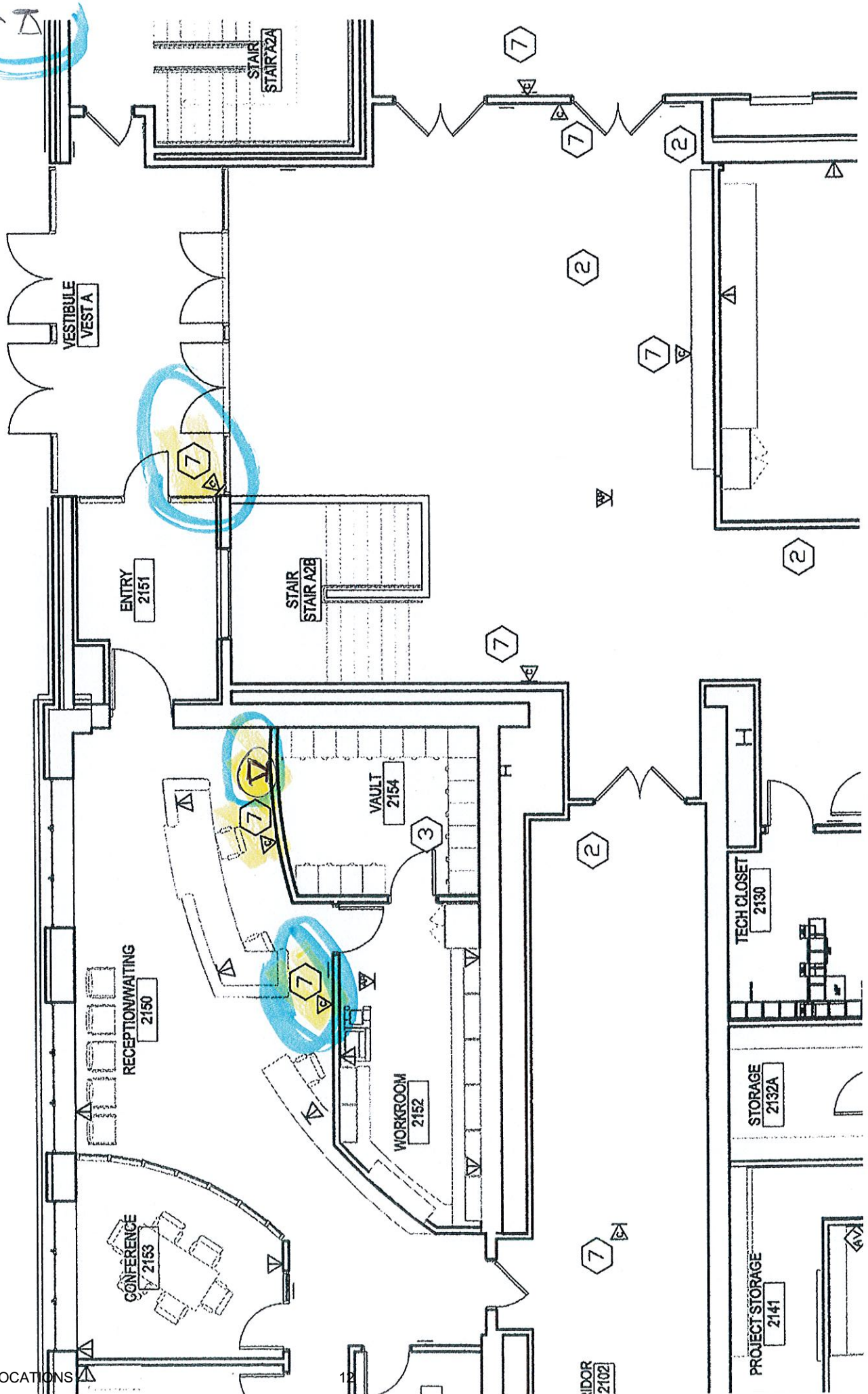
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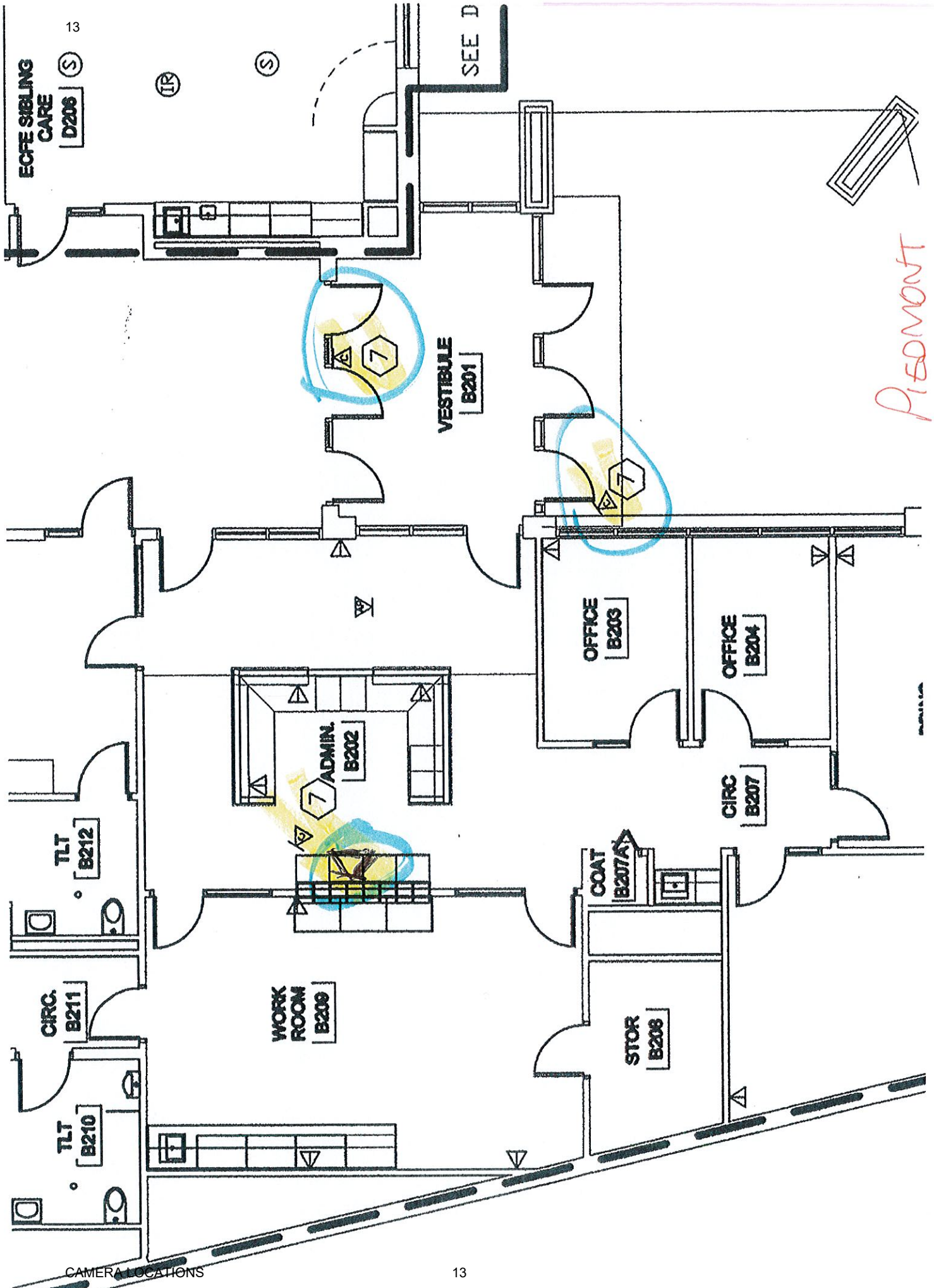


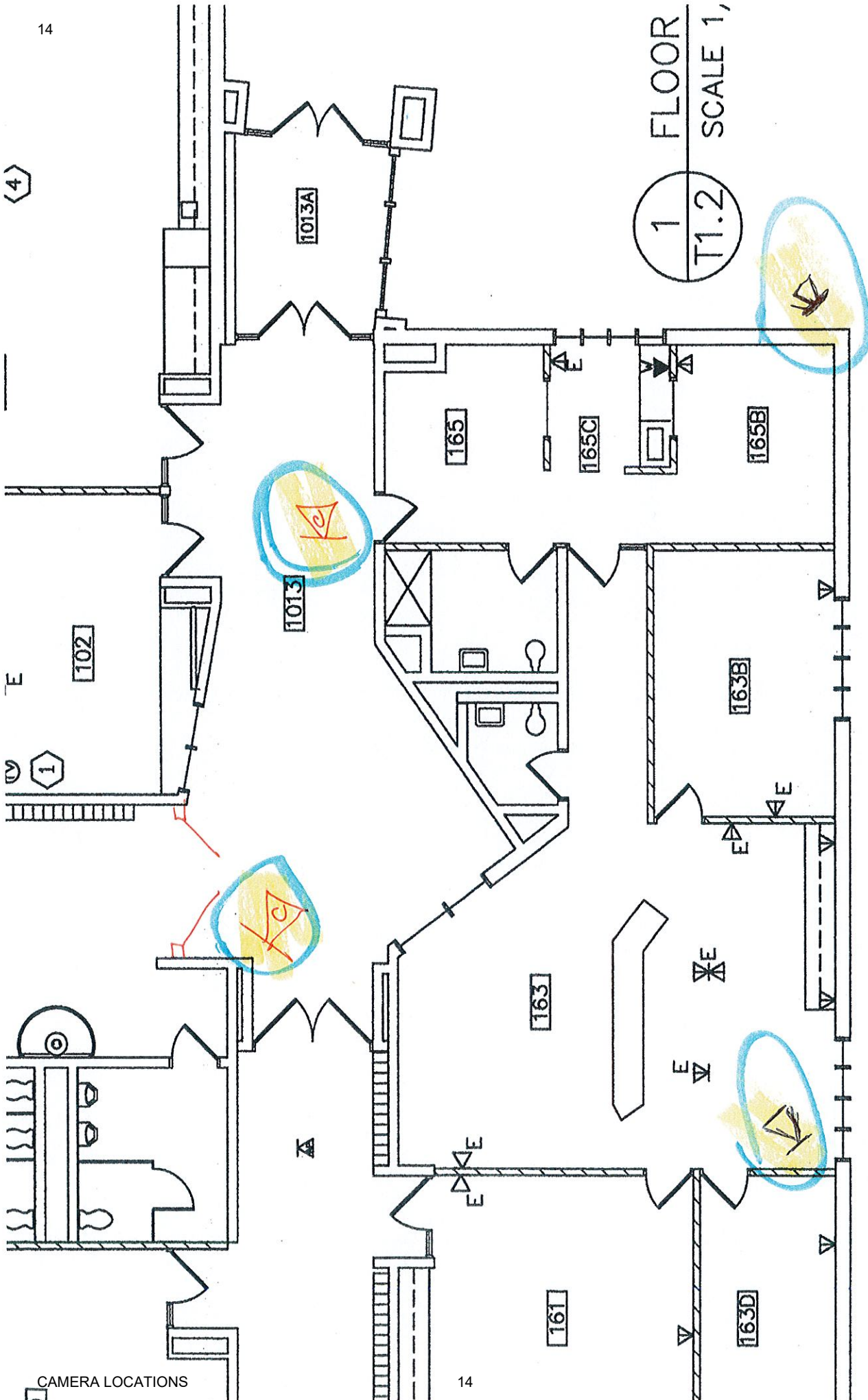
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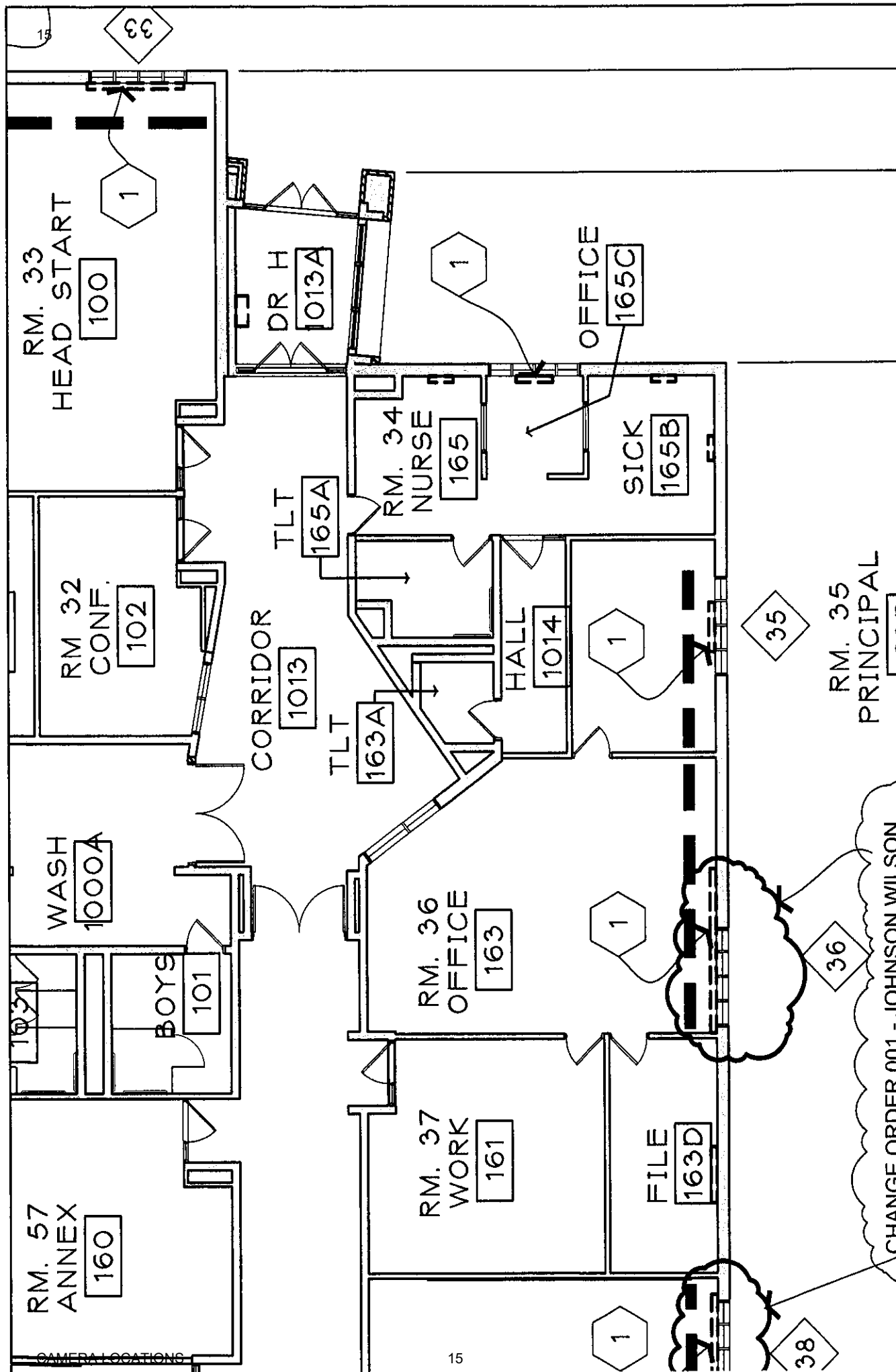
CAMERA LOCATIONS







STONE



AGREEMENT

THIS AGREEMENT, made and entered into on the (Day) day of (Month, Year) by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and (Company Name), an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of (Month, Day & Year), and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (Scope of work as defined in proposal, quote, bid – include dollar amount/s)
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check.** N/A
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to (enter dollar amount/s) Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice and all reports (if defined in scope of work);
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: (Contractor's contact name and address).

12. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

13. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive quote requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

17. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 30 days written notice to the other party as provided for in this Agreement.

18. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

19. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

20. **Workers’ Compensation Insurance:** Contractor must provide Worker’s Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

23. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

26. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

_____ Contractor Signature	_____ SSN/Tax ID Number	_____ Date
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_____ Program Director	_____ Date
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Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval.

This contract is funded by the following budget (include full 16-digit code):

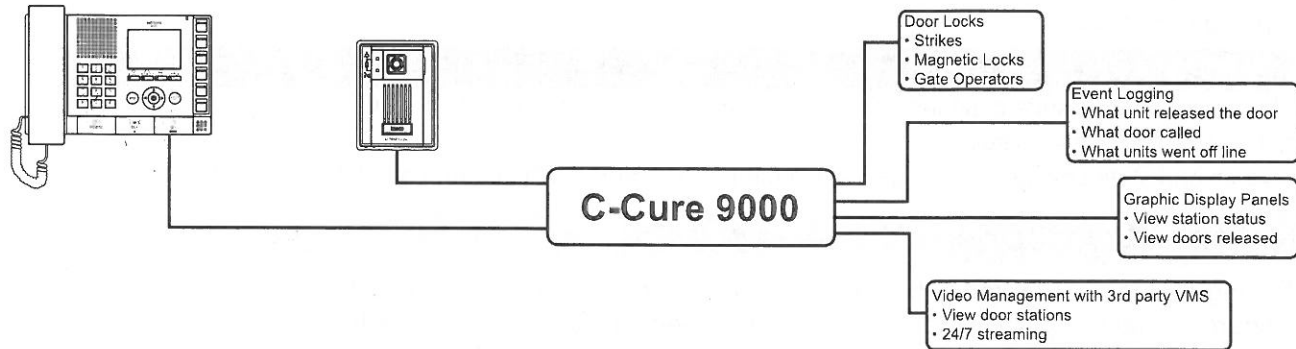
- _____-_____-_____-_____-_____-_____
 XX - XXX - XXX - XXX - XXX - XXXXXX

_____ CFO/Superintendent of Schools/Board Chair	_____ Date
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IX Series Integration with C-Cure® 9000

This integration allows the IX Series units to be viewed and utilized within the Software House® C-Cure® 9000 ver. 2.5 Access Control and Event Management platform. This makes event logging, visual display of device state, and triggering of external 3rd party functionality easier than ever. This document will cover what intercom events can trigger activities within C-Cure 9000 ver. 2.5 and how to enable the IX stations to send those events.

IX Series / Software House C-Cure 9000 diagram



Features

Device States and Events (which can be used to trigger 'Activities' within C-Cure 9000)

- Basic States
 - Offline (device has no connectivity with C-Cure 9000)
 - Online (device has connectivity with C-Cure 9000)
- Calling States/Events (indicates a call between IX stations, depending on priority level)
 - Normal Calling (Normal level call in process)
 - Priority Calling (Priority level call in process)
 - Urgent Calling (Urgent level call in process)
- Communication States (states indicating established communication between IX stations, based on priority level)
 - Normal Communicating (Normal level communication established)
 - Priority Communicating (Priority level communication established)
 - Urgent Communicating (Urgent level communication established)
 - End Communication (Active call or communication terminated)
- Broadcast States/Events (states indicating a Paging Broadcast initiated, based on priority level)
 - Normal Broadcast (Normal level paging broadcast initiated)
 - Urgent Broadcast (Urgent level paging broadcast initiated)
 - End Broadcast (Broadcast end)
- Transfer States/Events (indicates a transfer between IX stations, depending on priority level)
 - Normal Transfer (Normal level transfer in process)
 - Priority Transfer (Priority level transfer in process)
 - Urgent Transfer (Urgent level transfer in process)
 - End Transfer (Active transfer terminated)
- Door Release Indication (event triggering a source and destination of door release action)
- Contact Change Events (event triggered at any change of input or output state)
- Health Check Events
 - Initialization Notice (IX station reporting boot up complete)
 - Communication Failure (IX station reporting an error condition)

States / Events

Offline	InitializationNotice	NormalCall	EndBroadcast
Online	NormalCommunicating	PriorityCall	NormalTransfer
CommFail	PriorityCommunicating	UrgentCall	PriorityTransfer
ContactChange	UrgentCommunicating	NormalBroadcast	UrgentTransfer
DoorReleaseIndication	EndCommunication	UrgentBroadcast	EndTransfer

Map View

- The IX Series integration allows any pre-configured map within the C-Cure 9000 to display intercom icons which can reflect the real-time status of any IX station, based on the device states listed above.
- Icons can be customized by the installer on a station-by-station basis, allowing complete customization of the IX stations on the map.

Journal View

- All device events and state changes are indicated within the C-Cure 9000 Journal for real-time visibility of activity without requiring a constant map display.
- All events and state changes are logged within the C-Cure 9000 Audit Log for complete traceability of all system activity.

Setup for IX Stations with C-Cure 9000

The following must be completed before the IX Series system will communicate with C-Cure 9000 ver. 2.5:

- Configure all stations properly per IX Support Tool Setting Manual included with the IX Series master station.
- Create and upload the sif.ini file to each IX station using IX Support Tool.
- Ensure the Aiphone IX C-Cure 9000 Add-on driver is installed properly and included files are correctly configured.

The setup instructions that follow are specific to creating the .ini file and loading it to the IX Series stations. Refer to the IX Support Tool Setting Manual for complete setup information on the IX stations. Refer to the documentation provided with C-Cure 9000 for complete setup information on this product.

Setup for IX Stations

For the IX Series stations to communicate with C-Cure 9000 ver. 2.5, a sif.ini text file must be created and loaded to each station. The sif.ini file will tell the IX Series stations where to communicate (i.e. PC with C-Cure 9000).

Creating SIF file

Create the file using a text editor program (i.e. Notepad) and save it with a .ini extension. This text file content will vary depending on your settings.

sif.ini file

Program Type: Range is between 0010 and 1111 (Binary).
Destination Address: IP address for the PC running C-Cure 9000.
Destination Port: Port number used to communicate with C-Cure 9000. The default port is 10000
SSL Y/N : 0 for non SSL transmission.

Example Text File: 0010,192.168.1.100,10000,0

File Edit Format View Help
0010,192.168.1.100,10000,0

Save the text file with a .ini extension (.ini must be typed manually) to a location on the PC being used for programming the IX Series stations. This file must be uploaded to each device associated with C-Cure 9000 using the instructions that follow.

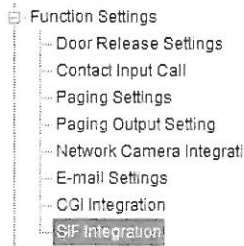
Upload the .ini file to each IX Series station to be associated with C-Cure 9000 ver 2.5.

⚠ The IX Support Tool or web browser interface can be used to upload the .ini file to each station. Loading via the IX Support Tool is shown in these instructions.

Important:

The intercom system must be fully programmed and operational prior to uploading the SIF.ini file.

- A. Log in to the IX Series system using the IX Support Tool.
- B. Expand the **Function Settings** tree on the left and select **SIF Integration**.



- C. Choose the station to be edited from the **Number** drop down menu then click the **Select** button.

A screenshot of a dialog box titled 'Select Station to Edit'. It contains two dropdown menus: 'Type' set to 'All' and 'Number' set to '100'. Below the 'Number' dropdown is a list of numbers: '100', '101', '200', and '201'. A 'Previous' button is located to the left of the list.

- D. Select the **Enable** radio button for SIF Integration.
Click **Browse** under SIF Communication Settings to browse to where the sif.ini file is saved and click **Upload** to send to station.

A screenshot of the 'SIF Integration' settings page. It features a section for 'SIF Functionality' with 'Enable' and 'Disable' radio buttons, where 'Enable' is selected. Below this is a section for 'SIF Communication Settings (sif.ini)' containing a text input field, a 'Browse' button, an 'Upload' button, and a 'Download' button.

- E. Click **Update** to save the changes for the station then repeat the process for each station that will be associated with C-Cure 9000 ver 2.5.
- F. After completing steps C, D, and E for each station, upload the changes. Click **File, Upload Settings to Station**. Select the stations to upload to and click **Start Upload**.

BID FORM
BID # 19-6601
ISD 709 ACCESS CONTROL IMPROVEMENTS DISTRICT WIDE

REVISED 8/23/19

The resultant contract will be a lump sum not-to-exceed.

Please enter your price to provide all labor, materials, articles, equipment, incidentals, items, tools, services, supplies, methods, operations, skills in such quantities as may be necessary to complete all work required to provide a turnkey solution for each location below.

SITE #	LOCATION	LUMP SUM FOR ACCESS CONTROL	LUMP SUM FOR AIPHONE	LUMP SUM FOR OFFICE CCTV	TOTAL LUMP SUM FOR LOCATION
1	Congdon Park Elementary School				
2	East High School				
3	Homecroft Elementary School				
4	Lakewood Elementary School				
5	Laura MacArthur Elementary School				
6	Lester Park Elementary School				
7	Lincoln Park Middle School				
8	Lowell Elementary School				
9	Myers Wilkins Elementary School				
10	Ordean East Middle School				
11	Piedmont Elementary School				
12	Stowe Elementary School				
	TOTAL T & M NOT TO EXCEED PER COLUMN=				

TOTAL NOT TO EXCEED FOR ALL LOCATIONS IN WRITING

BID FORM
BID # 19-6601
ISD 709 ACCESS CONTROL IMPROVEMENTS DISTRICT WIDE

REVISED 8/23/19

ADDITIONAL PRICING

1. One (1) each Panasonic WVS2131L 1080 P Indoor Dome camera W/IR LED – price to include 300’ run of Cat 6a cable max and any and all associated mounting components fully installed and operational. \$ _____
2. One (1) each Panasonic WVS2531LN 1080 P outdoor Vandal Dome camera W/IR LED – price to include 300’ run of Cat 6a cable max and any and all associated mounting components fully installed and operational. \$ _____
3. One (1) lump sum to furnish and fully install district-wide C-Cure 9000 AiPhone integration license, to include all programming and miscellaneous labor. \$ _____

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____ E-Mail _____

If your organization is certified as a Disadvantaged Business Enterprise, please check here: ☐