

CALL FOR BIDS  
CITY OF MINNEAPOLIS  
M I N N E S O T A

Official Publication No. 8348

September 15<sup>th</sup>, 2016

PURCHASING DEPARTMENT  
330 Second Avenue South - Suite 552  
Minneapolis, MN 55401

Public Works – Traffic and Parking Services

AN AFFIRMATIVE ACTION EMPLOYER

For information call  
David E. Schlueter, (612) 673-2834  
[david.schlueter@minneapolismn.gov](mailto:david.schlueter@minneapolismn.gov)

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### "BIDS FOR PARKING RAMP INTERCOM SYSTEMS PROJECT"

To provide all materials, labor, equipment and incidentals necessary for the construction of the Parking Ramp Intercom Systems Project for the City of Minneapolis, all in accordance with the provided specifications and bid form.

**Complete project documents are available for electronic download at the following link:**

<http://www.minneapolismn.gov/finance/procurement/bidopenings/formal>

All addendums can be found online; please check the above website BEFORE submitting your completed bid response. **It is the Contractor's full responsibility to ensure they have received all addenda prior to the submittal of bids.**

Please e-mail questions concerning this solicitation to [david.schlueter@minneapolismn.gov](mailto:david.schlueter@minneapolismn.gov). Questions received later than 8 days prior to bid opening may not be addressed.

**A MANDATORY pre-bid meeting** will be held on September 26<sup>th</sup> at 10:00 AM at the Hawthorne Parking Ramp – 33 North 9<sup>th</sup> Street – Minneapolis, MN 55403. All interested bidders **MUST** attend this meeting.

Successful bidders with cumulative contracts exceeding \$50,000 will be required to submit a written affirmative action plan (AAP) to the Minneapolis Department of Civil Rights (MDCR) in accordance with Chapter 139.50(b) of the Minneapolis Code of Ordinances.

The successful bidder shall be subject to a pre-award compliance review by the MDCR in accordance with Chapters 139.50 and 423. In addition to the pre-award review, MDCR will also monitor SUBP participation, minority and female employment participation and prevailing wage throughout all construction projects. As of May 1, 2012 the employment goals for onsite labor on all city construction contracts are 6% female and 32% minority. Employee hours and wages are required to be filed electronically with a free online account at [LCPtracker.net](http://LCPtracker.net). Information regarding Frequently Asked Questions (FAQs) may be found on the web at [www.ci.minneapolis.mn.us/civilrights/contractcompliance/faq](http://www.ci.minneapolis.mn.us/civilrights/contractcompliance/faq). Questions may be directed to the Department of Civil Rights at [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

The City of Minneapolis hereby notifies all bidders that in regard to any invitations to bid, advertisements, solicitations, or contracts to be entered into pursuant to this Plan, businesses owned and controlled by minorities or women will be afforded maximum feasible opportunity to submit bids and/or proposals in response and will not be subjected to discrimination on the basis of race, color, creed, religion, ancestry, national origin, sex, including sexual harassment, sexual orientation, gender identity, disability, age, marital status, or status with regard to public assistance or familial status.

Prospective bidders' attention is called to Minnesota Statutes 13.591 Business Data. This section states in part:

Data submitted by a business to a government entity in response to a request for bids as defined in Section 16C.02, Subdivision 11, are private or non-public until the bids are opened. Once the bids are opened, the name of the bidder and the dollar amount specified in the response are read and become public. All other data in a bidder's response to a bid are private or non-public data until completion of the selection process. For the purposes of this section, "completion of the selection process" means that the government entity has completed its evaluation and has ranked the responses.

After a government entity has completed the selection process, all remaining data submitted by all bidders are public with the exception of trade secret data as defined and classified in Section 13.37. A statement by a bidder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the bid.

Bidders are hereby advised that their bid document may become available to the public once a successful bidder has been chosen.

The City of Minneapolis has adopted an Environmental Purchasing Policy (EPP) that is incorporated into all bids. A copy of the policy can be found at this link:

<http://wcms/intranet/finance/procurement/policies/WCMS1Q-003476>

**Prompt Payment:** Per Minnesota Statutes 471.425 contractors shall pay all certified small subcontractors for undisputed work completed, within ten (10) days after the City of Minneapolis has paid the contractor for the completed work.

Chapter 471.895 of the Minnesota Statutes prohibits gifts from interested persons to local officials. Local Officials includes any individuals who purchase or advise or recommend on the purchase of goods and/or services.

**Conflict of Interest/Code of Ethics:** Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge, all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

All successful bidder(s) will be required to comply fully with the Americans with Disabilities Act of 1990 (ADA).

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Official Publication No. 8348

Published in Finance and Commerce – September 15<sup>th</sup> and September 22<sup>nd</sup>, 2016

Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, October 6<sup>th</sup>, 2016** at which time they will be publicly opened and read aloud. **Do not fax** sealed bids to Purchasing.

Bids must be accompanied by a bid deposit in the amount of **2%** of the total amount bid in the form of a certified check or bidder's corporate surety bond made payable to the Minneapolis Finance Officer.

**Successful bidder will be required to enter into a formal contract and provide a Performance Bond and Payment Bond in the full amount of the contract.**

**A contractor responding to this solicitation document shall submit to the City of Minneapolis a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, Section 16C.285 subdivision 3.**

Envelopes must bear the name of the firm submitting the bid and be addressed as follows:

**City of Minneapolis Purchasing Department  
Offl. Publ. # 8348 – BIDS FOR PARKING RAMP INTERCOM SYSTEMS PROJECT  
Bids opened 10 AM, Local Time, October 6<sup>th</sup>, 2016  
330 Second Avenue South - Suite 552  
Minneapolis, MN 55401**

The City of Minneapolis reserves the right to waive informalities in bids, to accept or reject any or all bids or any part of any bid. Bids must be typewritten, or printed in ink, and signed in ink in handwriting.

**TWO complete bid form** responses, including attachments, are to be returned, one of which **must** be an original.

BIDS CONTAINING ANY ALTERATION OR ERASURE WILL BE REJECTED UNLESS ALTERATION OR ERASURE IS CROSSED OUT AND CORRECTION PRINTED IN INK OR TYPEWRITTEN AND INITIALED IN INK BESIDE CORRECTION BY THE PERSON SIGNING THE BID.

**Automatic Bid/RFP Notification:**

Visit the Purchasing website at - [http://www.minneapolismn.gov/business/business\\_doing\\_business\\_with\\_city](http://www.minneapolismn.gov/business/business_doing_business_with_city) to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

**Taxes:**

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at <http://www.ci.minneapolis.mn.us/finance/procurement>.

## Instructions to Bidders

**IF** the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashier's check or bidder's corporate surety bond. If certified check or cashier check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships - <http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

## Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

# **Bids – City General Requirements**

(Revised: May 2016)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By submitting a bid, the bidder agrees to be bound by these requirements.

## **1 City's Rights**

The City reserves the right to reject any or all Bids or parts of Bids, to accept part or all of Bids on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Call for Bid, or the respondent's reply based on the component prices submitted.

## **2 Equal Opportunity and Non-Discrimination**

The Contractor will comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the its application process for and hiring of employees, sub-contractors and suppliers. Among the city ordinances, state statutes and federal statutes to which the Contractor shall be subject to and comply with under the terms of this Contract include, without limitation: Minneapolis Code of Ordinances, Chapter 139; Minnesota Statutes, Section 181.59 and Chapter 363A; 42 U.S.C. Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C. Sections 621-624 (the Age Discrimination Employment Act), 42 U.S.C. Sections 12101-12213 (Americans with Disabilities Act or ADA), 29 U.S.C. Section 206(d) (the Equal Pay Act), 8 U.S.C. Section 1324 (Immigration Reform and Control Act of 1986) and all regulations and policies and orders promulgated to enforce these laws. The Contractor shall have submitted and had an "affirmative action plan" approved by the City prior to entering into the Contract.

## **3 Insurance**

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. The City of Minneapolis shall be named as an Additional Insured. Evidence of coverage is to be provided on a Certificate of Insurance ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

**Any Contractor that fails to provide proof of insurance coverage for the Contractor or that fails to provide either coverage for its subcontractors or insurance certificates from any of its subcontractors will be deemed to have submitted a non-responsive bid. The City's award of the Contract will be contingent upon the City's receipt of the required proof of insurance coverage.**

The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the Minnesota statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, with coverage for products - completed operations, personal and advertising injury, fire damage and medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an "Additional Insured." The coverage amount may be increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident and the City shall be named an "Additional Insured."
- d) **Builders Risk** insurance. Coverage will be written on an "All Risks" (Special Form policy form). The contractor is responsible for all of the deductible in the Builders Risk policy. The property covered shall cover the full insurable value of the improvements, betterments, and include consequential loss insurance. The City of Minneapolis will be named as a loss payee to protect the City's interests with respect to the repair or replacement of any damaged property or other amounts payable under the policy. A builder's risk insurance policy is written specifically for a project and the City of Minneapolis requires a complete copy of the policy. An Installation Floater policy (equipment), may be required as part of the builders risk policy when equipment is being installed by a contractor.

#### **4 Hold Harmless**

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, attributable to the negligent or otherwise wrongful acts or omissions of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract.

#### **5 Subcontracting**

The Contractor shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. The Contractor shall not subcontract any services or work under this Contract without prior written approval of the City Department Contract Manager designated herein. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

**6 Assignment or Transfer of Interest**

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City.

**7 General Compliance**

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations affecting the Contract or governing funds provided under the Contract.

**8 Performance Monitoring**

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time to cure such substandard performance, after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

**9 Prior Uncured Defaults**

Pursuant to City Code of Ordinances, Section 18.115, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

**10 Independent Contractor**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Contractor.

**11 Accounting Standards**

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

**12 Retention of Records**

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

### **13 Data Practices**

The Contractor agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor and any of the sub-contractors and suppliers retained by the Contractor to provide work or services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a “government entity.”

The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state and federal laws.

All Bids shall be treated as non-public information until the Bids are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Contractor. At that time, the Bids and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

### **14 Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all Contractor records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of State Auditor or their designees, upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Contractor will comply with all State and local audit requirements.

### **15 Living Wage Ordinance**

The Contractor may be required to comply with the “Minneapolis Living Wage and Responsible Public Spending Ordinance” Chapter 38 of the City’s Code of Ordinances (the “Ordinance”) ([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Contractor and its sub-contractors pay their employees a “living wage” as defined and provided for in the Ordinance.

### **16 Applicable Law**

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

### **17 Conflict and Priority**

In the event that a conflict is found between provisions in this Contract and the Contractor's Bid, the provisions in the following rank order shall take precedence: 1) Contract including Bid specifications 2) Bid.

### **18 Travel**

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses shall be reimbursed in accordance with the City's *Contractor Travel Reimbursement Conditions*, available from the City.

### **19 Billboard Advertising**

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

### **20 Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Contractor are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Contractor to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Contractor represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Contractor, the City's Code of Ethics will also apply to the Contractor in its role as an "interested person" since Contractor has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

### **21 Termination**

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice or such other reasonable time period to cure the default, has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute. The Contractor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Contractor.

## **22 Ownership of Materials**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City, at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

## **23 Intellectual Property**

Neither the City nor the Contractor anticipate that any intellectual property rights will be created as a result of this Contract. For the purpose of this Contract, "intellectual property" shall include all inventions, improvements, discoveries, processes, computer programs or similar intangible interests that either the City or Contractor develop as a result of the work or project undertaken which is the subject matter of and during the term of the Contract.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

## **24 Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

[http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf).

It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

## **25 Cardholder Data and Security Standards**

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor

also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

## **26 Small & Underutilized Business Program (SUBP)**

See attached current Small & Underutilized Business Program (SUBP) Requirements incorporated herein by reference.

## **27 City Ownership and Use of Data**

The City has adopted an Open Data Policy (“Policy”). The City owns all “Data Sets” as part of the compliance with the Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) that is regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of the project underlying this Contract or related programs and functions. The City shall not only retain ownership of all Data Sets, but also all information created through the City’s use of software and/or software applications that are licensed by the Contractor (or any subcontractor of the Contractor) to the City

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract regardless of whether the data and information originated from the Contractor or any subcontractor, using whatever means the City deems appropriate. The City shall have the right to access all project data, regardless of which party created the content and for whatever purpose it was created. The Contractor shall provide bulk extracts of data that satisfy the public release criteria for use in and within an open data solution.

## **28 Responsible Contractor Requirement**

The Contractor represents that it is a “responsible contractor.” The term “responsible contractor” as used in this document means a contractor as defined in Minnesota Statutes, Section 16C.285 subdivision 3. Any prime contractor or subcontractor that does not meet the minimum criteria in Section 16C.285 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 scope of work described in the bid documents. A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the scope of work defined in the bid documents and may result in the termination of a contract awarded to a prime contractor or subcontractor that submits the false statement. A prime contractor shall submit to the City, upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause (7).

**AGREEMENT #:** \_\_\_\_\_

## **AGREEMENT**

between

**THE CITY OF MINNEAPOLIS**

and

**COMPANY NAME**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2015 between \_\_\_\_\_  
("Contractor") and the City of Minneapolis ("City");

1. The Contractor agrees:
  - a. To furnish all labor, materials, equipment and incidentals necessary to accomplish \_\_\_\_\_ as directed by Public Works – Transportation Division as needed, all in accordance with bid specifications, bid form and the Contractor's bid, as follows:  
  
In the Amount not to exceed: \$ \_\_\_\_\_  
  
Terms are net 30 days. F.O.B.: Destination
2. The Contractor agrees that this Agreement will be performed in conformity with the specifications in the City's Official Publication No. XXXX, the proposal of the Contractor, and other modifications to either of those documents made by the City. All of those documents are expressly made a part of this Agreement.
3. The Contractor agrees that its performance shall be in compliance with all laws pertaining to any aspect of any operation of the Contractor.
4. The Contractor agrees that it will pay as they become due all claims for work and services, including all wages withheld and required by law to be remitted by the Contractor to federal, state or local governments.
5. The Contractor agrees that it will pay for all material and equipment necessary to complete performance of this Agreement and upon request will furnish the City with satisfactory evidence that all amounts have been fully paid. Upon default or delinquency of the Contractor in making such payments, the unpaid amounts will be first paid by the City out of amounts due the Contractor before any part is paid to the Contractor, and will be deducted from any remaining balance due to the Contractor.
6. The Contractor agrees that it will defend, indemnify and hold the City harmless from all damages and claims of damages that may arise by reason of any negligence on the part

of the Contractor, its agents, employees or subcontractors, while engaged in the performance of this Agreement.

7. The Contractor agrees that it will defend, indemnify and hold the City harmless against all claims and liens for labor or services performed, and for material or equipment furnished or subcontracted for by Contractor without authorization of the City.
8. The Contractor agrees to perform all acts and make all payments associated with this Agreement, including obligations to third persons and government entities.
9. No attempted assignment by the Contractor of any of its rights or obligations under this Agreement shall be valid, effective, or binding upon the City unless the City gives its written consent as evidenced by an action of the City Council of the City.
10. The Contractor agrees to comply with the provisions of all applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and nondiscrimination.
11. This Contractor agrees that this Agreement becomes effective upon approval by the City of acceptable evidence of compliance with the workers' compensation insurance coverage requirements of Minnesota Statutes Section 176.181, Subd. 2.
12. The City agrees to pay the Contractor subject to the provisions of this Agreement upon bills or invoices approved by the City, and only after delivery and acceptance by the City of all labor, materials or services provided pursuant to this Agreement.
13. The Contractor shall provide the Performance Bond and Payment Bond as required by State statute, City ordinance and as provided for in this Agreement.
14. The Contractor represents that it is a "responsible contractor" as defined in Minnesota Statutes, Section 16C.285, subdivision 3 and will comply with the provisions contained in "Bid Terms and Conditions" incorporated in and made a part of the Contract. This section is not applicable to a contractor that is a supplier of goods and materials to the City under the terms of the Contract.
15. If the Contractor fails to perform according to the specifications contained in City Official Publication No. XXXX, the bid or proposal of the Contractor as accepted by the City, and all modifications or charges to either of these documents by the City, then the City will provide the Contractor with notice of the Contractor's failure to perform and a description of the incident or event of nonperformance (an "Event of Default"). The Contractor will cure said Event(s) of Default within ten (10) business days or such other reasonable amount of time as determined by the City in its Notice to the Contractor. Failure to cure said Event(s) of Default will result in the contractor's forfeiture of either or both the Performance Bond, the Payment Bond, portions of either such Bond, and such other costs and damages incurred by the City due directly or indirectly to the Event(s) of Default.
16. The City and the Contractor shall deliver all notice of Event(s) of Default to each other by U.S. mail, first class postage, prepaid at the address indicated in the specifications and the bid or proposal.

**TO AFFIRM THEIR AGREEMENT** \_\_COMPANY NAME\_\_ and the City of Minneapolis now execute this document by the signatures of the proper and authorized officers of each and by their corporate seal the day and year first above written.

**CONTRACTOR**

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

AND

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

**FOR THE CITY**

Approved by:

\_\_\_\_\_

Department Head responsible for Monitoring this Contract

Approved as to Form by:

\_\_\_\_\_

Assistant City Attorney

Approved by:

\_\_\_\_\_

Finance Officer Designee

**AGREEMENT #:** \_\_\_\_\_

## PERFORMANCE BOND

associated with

**AGREEMENT #** \_\_\_\_\_

between

**THE CITY OF MINNEAPOLIS**

and

**COMPANY NAME**

**WHEREAS** \_\_\_\_\_, Inc, ("Principal"), and \_\_\_\_\_ ("Surety") are held and firmly bound to the City of Minneapolis ("Obligee") in the sum of \$ \_\_\_\_\_) for the payment of which the Principal and Surety bind themselves.

**WHEREAS** the Principal has executed a written Agreement with the City of Minneapolis dated \_\_\_\_\_, 2015, to perform work consisting of furnishing all labor, materials, equipment and incidentals necessary to accomplish all of the details set forth in the Agreement and the plans and specifications in City Official Publication No. XXXX;

**ALL OF THE PARTIES NOW AGREE THAT** If the Principal performs all of the terms and conditions of the underlying Agreement or any amendments to that Agreement within the time provided in those documents, and if the Principal defends, indemnifies and holds harmless the Obligee from any and all claims, causes of action, losses, damages, penalties, and expenses, including costs and attorney's fees, which the Obligee may sustain by reason of said Principal's failure to perform all of the terms of the Agreement, and for the costs of enforcing the terms of this bond if action is brought on the bond, including reasonable attorneys' fees; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no assignment, change, extension of time, alteration, addition, omission, or other modification of the terms of the underlying Agreement shall in any way affect the Surety's obligation on this Bond, and the Surety waives notice and consents to any such assignment, change, alteration, modification or amendment.

The Principal and the Surety shall not be liable to the Obligee unless the Obligee performed the obligations to the Principal in accordance with the terms of the underlying Agreement.

The Principal and the Surety shall not be liable to the Obligee in the aggregate in excess of the sum stated above.

It is agreed that this bond is intended to comply with and furnish the coverage required by Minnesota Statutes, Section 574.26.

**THE SURETY AND PRINCIPAL AGREE THAT THEY ARE LIABLE** for the sum mentioned above for the Principal's performance of the terms and conditions of the underlying Agreement.

Principal's Address:

Surety's Address:

**TO AFFIRM THEIR AGREEMENT** the Principal and the Surety have set their signatures and seals, this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Business Address

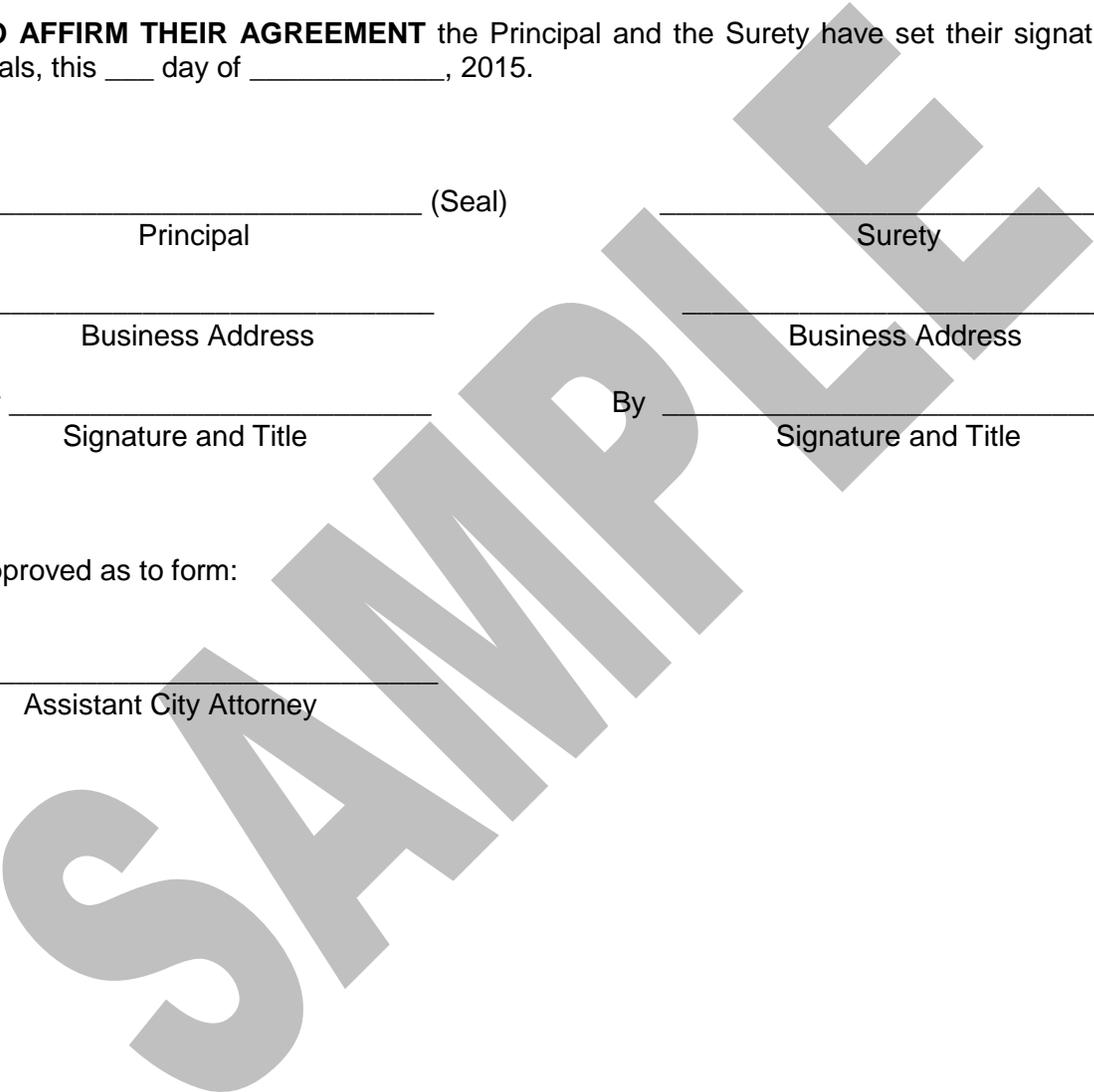
\_\_\_\_\_  
Business Address

By \_\_\_\_\_  
Signature and Title

By \_\_\_\_\_  
Signature and Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



**AGREEMENT #:** \_\_\_\_\_

**PAYMENT BOND**

associated with

**AGREEMENT #** \_\_\_\_\_

between

**THE CITY OF MINNEAPOLIS**

and

**COMPANY NAME**

**WHEREAS** \_\_\_\_\_, Inc. ("Principal"), and \_\_\_\_\_ ("Surety") are held and firmly bound to the City of Minneapolis ("Obligee") in the sum of \$\_\_\_\_\_ for the payment of which the Principal and Surety bind themselves.

**WHEREAS** the Principal has executed a written Agreement with the City of Minneapolis dated \_\_\_\_\_, 2015, to perform work consisting of furnishing all labor, materials, equipment and incidentals necessary to accomplish all of the details set forth in the Agreement and the plans and specifications in City Official Publication No. XXXX;

**ALL OF THE PARTIES NOW AGREE THAT** if the Principal promptly pays in full the claims of all persons performing labor or furnishing materials, supplies and equipment associated with the performance of the underlying Agreement and all modifications of the Agreement, and if the Principal defends, indemnifies and holds harmless the Obligee from any and all such claims, costs, damages and penalties, including attorney's fees and expenses, for all taxes, insurance premiums, and all contributions, allowances, deductions, or other payments required by statute or labor agreements, including voluntary payment made by the Obligee to ensure the orderly performance of the underlying Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety agrees that no assignment, change, extension of time, alteration, addition, omission or other modification of the terms of the underlying Agreement assented to by the Obligee shall in anyway affect the Surety's obligation on this Bond, and the Surety waives notice and consents to any such assignment, change, alteration, modification or amendment.

The Principal and Surety agree that this Bond shall inure to the benefit of all persons performing labor or furnishing materials, supplies and equipment in the prosecution of the work provided for in the underlying Agreement, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond in their own names.



## Notice of Civil Rights Rules and Regulations

This notice advises City of Minneapolis contractors of their commitments under Minneapolis Code of Ordinances section 139.50. All contractors must comply with all provisions of Minneapolis Code of Ordinances Title 7 and with all rules and regulations issued by the Minneapolis Department of Civil Rights (“MDCR”) director. Contractors will be subject to a pre-award compliance review. Failure to cooperate may result in denial of contract award.

1. **Non-Discrimination:**<sup>1</sup> The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age (forty (40) to seventy (70)), marital status, or status with regard to public assistance. The contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include but are not limited to the following: Hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. **Equal Employment Opportunity/Affirmative Action Employer:** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that it is an equal opportunity or affirmative action employer.
3. **Affirmative Action Plan:** The contractor must have an Affirmative Action Plan approved by MDCR before it may enter into a contract over \$50,000 with the City.
4. **Small and Underutilized Business Program (SUBP):** When applicable, the contractor must comply with the SUBP program, including, but not limited to, making a good faith effort to meet the Minority-Owned Business Enterprises and Women-Owned Business Enterprises goals established on City construction and development projects.
5. **Employment Goals:**<sup>2</sup> The contractor must make a good faith effort to meet the City’s aspirational construction workforce goals of **6%** female participation and **32%** minority participation.
6. **Prevailing Wage:**<sup>3</sup> When applicable, the contractor must comply with prevailing wage laws on City construction and development projects.
7. **HUD Section 3:**<sup>4</sup> When applicable, the contractor must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. Contractors must incorporate the Section 3 Clause into all subcontracts and to the greatest extent feasible, ensure that employment and other economic activities be directed to low income persons.
8. **Posting Requirement:** The contractor must provide this notice to its trade and labor union or representative of workers and shall post the notice in conspicuous places available to employees and applicants for employment.

<sup>1</sup> Acts of discrimination are defined in the Minneapolis Code of Ordinances, Chapter 139.

<sup>2</sup> See Request for City Council Committee Action, Adopted March 21, 2012; incorporated into section 139.50 as a rule issued by the MDCR director.

<sup>3</sup> See Minneapolis Code of Ordinances section 24.220, CPED Prevailing Wage Policy (adopted by City Council June 8, 2004), and Davis-Bacon and Related Acts; enforcement authority has been delegated to MDCR.

<sup>4</sup> See 24 CFR Section 135.38; enforcement authority has been delegated to MDCR.

## **City of Minneapolis Small & Underutilized Business Program (SUBP) Requirements**

### **I. Overview**

The City of Minneapolis' policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP, as detailed in the Minneapolis Code of Ordinances Chapter 423.50, applies to contracts in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

### **II. SUBP Goals**

There are no SUBP goals on this contract. However, if there are subcontracting opportunities, Contractor shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts.

### **III. Certified MBEs/WBEs**

The SUBP only recognizes MBEs/WBEs certified through the Minnesota Uniform Certification Program (MnUCP). To locate certified MBEs/WBEs, please visit the MnUCP online directory at: <http://mnuccp.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

**PROJECT TITLE: OP 8348 – PARKING RAMP INTERCOM SYSTEMS PROJECT**

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor 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...

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:

- |     |  |
|-----|--|
| (1) | The Contractor: <ul style="list-style-type: none"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>   |
| (2) | 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, 181.13, 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: <ul style="list-style-type: none"><li>(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;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(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;</li><li>(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;</li><li>(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</li><li>(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;*</li></ul> |

(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; and
(7)	All subcontractors 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.

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.

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 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement 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. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement 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 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.

**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,**
- 2) I have included Attachment A-1 with my company's solicitation response, 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-2**

**ADDITIONAL SUBCONTRACTORS LIST**

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT**

**PROJECT TITLE: OP 8348 – PARKING RAMP INTERCOM SYSTEMS PROJECT**

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. ...

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

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

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2</b>	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>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 <b>Minn. Stat. § 16C.285.</b></p>	
<b>Authorized Signature of Owner or Officer:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Date:</b>
<b>Company Name:</b>	



**SECTION 27 51 23**  
**INTERCOM SYSTEM**

**PART 1: GENERAL**

**1.01 APPLICABLE DOCUMENTS**

- A. The Drawings, the provisions of the Contract, including General and Supplementary Conditions, and the General Requirements apply to the Work of this Section.

**1.02 SUMMARY**

- A. Section includes:
1. Intercom system work provided by a qualified contractor
    - a. Intercom Exchanges
    - b. Professional Services from Stentofon Engineering
    - c. Network Switches
    - d. Equipment Racks

**1.03 QUALITY ASSURANCE**

- A. Required Qualifications
1. The contractor must employ a minimum of 1 technician with a certificate of training in Stentofon Alphacom XE IP intercom systems.
    - a. Contractors shall submit training certification documentation for the required training above with the bid submittal. The date of training shall be no earlier than January 1, 2013
  2. The contractor must be one of the following:
    - a. An authorized Stentofon dealer
    - b. An authorized dealer of a Stentofon partner product providing access to the Stentofon Alphacom system.
    - c. An installing contractor meeting the training requirement above in partnership with an authorized Stentofon Alphacom dealer or a Stentofon partner product dealer.
  3. The contractor must have the necessary trained, licensed, and bonded trade and technical persons necessary to perform the tasks required under this specification.
  4. Technicians shall be licensed as Power Limited Technicians through the Minnesota State Board of Electricity and have successfully completed an accredited, industry related, electronics course.
  5. Contractor must be able to demonstrate that they have had a minimum of one (1) years' experience in the intercom field of commercial, institutional and/or industrial facilities (non-residential) within the confines of the thirteen (13) county Minneapolis-St. Paul-Bloomington MN-WI Metropolitan Statistical Area (The MN-WI MSA consists of the counties of Hennepin, Anoka, Carver, Chisago, Dakota, Isanti, Ramsey, Scott, Sherburne, Washington and Wright in Minnesota and Pierce and St. Croix in Wisconsin).
  6. Contractor must currently support at least one (1) Stentofon AlphaComm with exchanges that reside on a wide area IP network.
  7. Contractor must be proficient in the programming of Stentofon systems utilizing 8 channel dynamic licensing.
  8. Contractor on a 24 hour/7 day per week basis, must be able to respond to emergency service within four (4) hours of an emergency service request.
  9. Contractor must employ in-house personnel to maintain and submit electronic record documentation in the most current AutoCAD format.

#### 1.04 SUBMITTALS

- A. Contractor shall submit to the engineer all data sheets for all components provided. The cover page for this document shall be a parts list with description, model number and quantify for each part provided. The parts list and the corresponding data sheets shall be submitted in the same order as the parts listed in Section 2 of this specification. Submit in a single PDF file. Multiple PDF files will be rejected.
- B. Proof of Equipment Delivery
- C. Statement of Warranty listing all devices covered under warranty, a start of warranty period and an end of warranty period.

#### 1.05 DELIVERY OF MATERIAL

- A. Provide all shipping costs FOB Destination for:
  - 1. The drop shipment from the factory to Stentofon engineering.
  - 2. The shipment from Stentofon engineering to the project site.
  - 3. The contractor shall assume all risk of loss until delivery to the project site.
- B. The Stentofon Equipment provided in the Stentofon quotation shall initially be drop shipped from the factory to Stentofon engineering:

Bennie Cooper  
Operations & Technical Manager  
Zenitel USA  
6119 Connecticut Ave., Kansas City MO, 64120 United States

- C. Material shall be fully invoiced upon receipt of drop shipment at Stentofon engineering.
- D. Submit the following Proof of Delivery documentation with the invoice for drop shipped materials:
  - 1. Proof of Delivery of Fulfillment Document from the shipping company
  - 2. An itemized Bill of Materials indicated type, serial numbers, and quantity of each item received. Include a signature of an authorized Stentofon Engineering representative indicating receipt of the material.
  - 3. Electronic photographs of labeled boxes or unboxed equipment to match shipping Proof of Delivery or the itemized Bill of Materials.
- E. Once the Stentofon material is released from Stentofon Engineering, ship the material to the project site:

Tom Peterson  
Project Engineer  
City of Minneapolis – Department of Public Works  
Traffic & Parking Services Division  
33 N. 9th St., Minneapolis, MN 55403

- F. Deliver all other material directly to the project site.

## 1.06 WARRANTY

- A. Provide a 1 year factory material warranty from the date of delivery to the project site. Exclude warranty labor.

## PART 2: PRODUCTS

**2.01** Where approved equals are not allowed; the products are standard products compatible with existing systems. If a listed product cannot be provided, notify the engineer in writing prior to the final addendum date and an alternative product will be identified.

**2.02** Where approved equals are allowed; The products listed establish the basis of design. Requests for additional products shall only be considered for products that meet or exceed the manufacturer's specifications of the products contained herein.

**2.03** Requests for equal product shall only be considered if submitted by a qualified bidding contractor intending to bid the requested product. Requests from manufacturers will not be considered.

**2.04** The following products shall be provided:

- A. Intercom Exchanges, IP Masters, and Analog Intercom Stations
  - 1. Minimum Requirements
    - a. A packaged quotation for the required components has been preconfigured for this project.
    - b. Contact RW Sales to receive the quotation:  
635 Fairview Ave. N.  
St. Paul, MN 55104  
P: 651-646-2710  
C: 612-325-7189  
russell@rwsales.com
  - 2. Approved Products
    - a. Stentofon Engineering Quotation QID#R1608230
    - b. No Substitute
- B. Professional Services Package
  - 1. Minimum Requirements
    - a. Provide Professional Services by Stentofon Engineering as described in this specification. A packaged quotation for the required services has been preconfigured for this project.
    - b. Contact RW Sales to receive the quotation:  
635 Fairview Ave. N.  
St. Paul, MN 55104  
P: 651-646-2710  
C: 612-325-7189  
russell@rwsales.com
  - 2. Approved Manufacturers
    - a. Stentofon Engineering Quotation QID #R1608080
    - b. No Substitute
- C. 8 Port Network Switches
  - 1. Provide a total quantity of 15

2. Minimum Requirements

- a. Ports
  - 1) RJ-45 10/100/1000 Ports 8
  - 2) SFP+ Uplink Ports 2 (1G)
  - 3) Non POE
  - 4) Console Port 1
- b. Performance
  - 1) Switching Capacity 20 Gbps
  - 2) Forwarding Rate 14.9 Mpps
  - 3) Flash Memory 32 MB
  - 4) DRAM 256 MB
  - 5) Packet Buffer 4.1 Mbits
  - 6) MAC Address Table 8 K
  - 7) Jumbo Frames 10 K
  - 8) Heat Dissipation 27.297 (Btu/H)
  - 9) Acoustic Noise 0 dB (A)
- c. Mechanical
  - 1) Rack Space 9"
  - 2) Form Factor Rackmount
  - 3) Dimension (W x D x H)
  - 4) 19.6 x 11.7 x 3.6 cm
  - 5) (7.7 x 4.6 x 1.4 in)
  - 6) Weight 816 g (1.81 lb)
- d. Power Supply
  - 1) 100-240 VAC, 50-60 Hz
  - 2) Max System Power Consumption (Watts) 8 W
- e. Environmental
  - 1) Operating Temperature 0°C to 50°C
  - 2) Storage Temperature -40°C to 70°C
  - 3) Altitude 3000 m
  - 4) Operating Humidity (non-condensing) 10% to 90%
  - 5) Storage Humidity (non-condensing) 10% to 90%
- f. L2 Features
  - 1) Spanning Tree Protocol:
  - 2) IEEE 802.1D Spanning Tree Protocol (STP)
  - 3) IEEE 802.1w Rapid Spanning Tree Protocol (RSTP)
  - 4) IEEE 802.1s Multiple Rapid Spanning Tree Protocol (MSTP)
  - 5) Loopback Detection
  - 6) BPDU Filter/Guard
  - 7) BPDU Forward
  - 8) Root Guard
  - 9) VLANs:
  - 10) Supports 4K IEEE 802.1Q VLANs
  - 11) Port-Based/MAC-Based/Protocol-Based VLANs
  - 12) Guest VLAN
  - 13) Auto Voice VLAN
  - 14) Auto Surveillance VLAN (2016,Q1)
  - 15) Link Aggregation:
  - 16) Static Trunk
  - 17) IEEE 802.3ad Link Aggregation Control Protocol (LACP)
  - 18) IGMP Snooping:
  - 19) IGMP v1/v2/v3 snooping

- 20) IGMP Filtering/Throttling
- 21) IGMP Queries
- 22) IGMP Immediate leave
- 23) MLD Snooping
- 24) LLDP/LLDP-MED
- 25) Green-Saving
- 26) IEEE 802.3az
- 27) Cable Length
- 28) No Link Power-Saving
- 29) Jumbo Frame packet
- 30) Cable Diagnostic
- g. L3 Features
  - 1) Static Routing (2016,Q1)
- h. QoS Features
  - 1) Rate Limiting
  - 2) Priority Queues Schedule (WRR/Strict Priority/Hybrid QoS)
  - 3) Port-Based QoS
  - 4) IPv4/IPv6 DSCP
  - 5) DiffServ
  - 6) Auto VOIP
  - 7) Auto Video
  - 8) 8 HW Queues per port
- i. IPv6
  - 1) IPv4/IPv6 Dual Protocol Stack
  - 2) IPv6 Management
    - a) IPv6 Ping/Trace
    - b) IPv6 Telnet
    - c) IPv6 Syslog
    - d) IPv6 TFTP
  - 3) HTTP over IPv6
  - 4) SNMP over IPv6
- j. Security
  - 1) DDOS Protection
  - 2) CPU Guard (CPU Protection)
  - 3) Port Isolation
  - 4) Port Mirror (One to One, One to Many)
  - 5) Remote Mirror
  - 6) Storm Control
  - 7) Broadcast/Multicast/Unknown Storm Control
  - 8) IEEE 802.1X
  - 9) ACL
  - 10) Ingress Only
  - 11) L2/L3/L4
  - 12) ACL entry :512
  - 13) IPv4/IPv6
  - 14) TCP/UDP-Based, MAC-Based ACL
  - 15) Port Security
  - 16) MAC Filter
  - 17) Port max count per port
  - 18) Dynamic VLAN Assignment
  - 19) Dynamic ARP Inspection
  - 20) AAA (RADIUS/TACACS+)

- 21) IP Source Guard
  - 22) SSH v1.5/v2.0
  - 23) SSL v1/v2/v3
  - 24) SSL IPv4/IPv6
  - 25) SFlow (2016,Q1)
  - 26) (10T/P/PE/28T/28P/28PP Trace on port (Ingress only)
  - 27) (52T/26T trace multi port )
  - k. Management
    - 1) System password protection
    - 2) NTP/SNTP
    - 3) Dual Image/Configuration
    - 4) Configuration upload/download (HTTP/TFTP)
    - 5) Firmware upload/download (HTTP/TFTP)
    - 6) RMON (groups 1,2,3 and 9)
    - 7) SNMP
    - 8) SNMP Trap
    - 9) SNMP v1/v2/v3
    - 10) SNMP Standard/Private MIB
    - 11) Management Access (Console/SNMP/Web /Telnet )
    - 12) Memory Flash Log
    - 13) Event/Error Log/Syslog
    - 14) DHCP v4/v6 Client/Option 82/DHCP Snooping
    - 15) DHCP Relay v4 (v6 2016 Q1)
    - 16) Port Mirroring (One to One) TX/RX (both)
    - 17) DHCP v4 Server (2016,Q1)
  - l. Safety
    - 1) CSA (CSA 22.2 NO 60950-1 & UL 60950-1)
    - 2) CB(IEC/EN60950-1)
  - m. Electromagnetic Compatibility
    - 1) CE Mark
    - 2) FCC Class A
    - 3) EN 55022 (CISRP 22) Class A
    - 4) EN 61000-3-2/3
    - 5) VCCI
  3. Approved Manufacturers
    - a. BCD Video ECS2100-10T
    - b. Or approved equal
- D. 24 Port Network Switch
1. Provide a total quantity of 8
  2. Minimum Requirements
    - a. Ports
      - 1) RJ-45 10/100/1000 Ports 24
      - 2) SFP+ Uplink Ports 4 (1G)
      - 3) Non POE
      - 4) Console Port 1
    - b. Performance
      - 1) Switching Capacity 56 Gbps
      - 2) Forwarding Rate 41.7 Mpps
      - 3) Flash Memory 32 MB
      - 4) DRAM 256 MB
      - 5) Packet Buffer 12 Mbits

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- 6) MAC Address Table 16 K
- 7) Jumbo Frames 10 K
- 8) Heat Dissipation 68 (Btu/H)
- c. Mechanical
  - 1) Rack Space 19"
  - 2) Form Factor Rackmount
  - 3) Dimension (W x D x H)
    - a) 44 x 22 x 4.4 cm
    - b) (17.3 x 8.6 x 1.7 in)
    - c) 2.8 kg (6.18 lb)
- d. Power Supply
  - 1) 100-240 VAC, 50-60 Hz
  - 2) Max System Power Consumption (Watts) 20w
- e. Environmental
  - 1) Operating Temperature 0°C to 50°C
  - 2) Storage Temperature -40°C to 70°C
  - 3) Altitude 3000 m
  - 4) Operating Humidity (non-condensing) 10% to 90%
  - 5) Storage Humidity (non-condensing) 10% to 90%
- f. L2 Features
  - 1) Spanning Tree Protocol:
  - 2) IEEE 802.1D Spanning Tree Protocol (STP)
  - 3) IEEE 802.1w Rapid Spanning Tree Protocol (RSTP)
  - 4) IEEE 802.1s Multiple Rapid Spanning Tree Protocol (MSTP)
  - 5) Loopback Detection
  - 6) BDPU Filter/Guard
  - 7) BDPU Forward
  - 8) Root Guard
  - 9) VLANs:
  - 10) Supports 4K IEEE 802.1Q VLANs
  - 11) Port-Based/MAC-Based/Protocol-Based VLANs
  - 12) Guest VLAN
  - 13) Auto Voice VLAN
  - 14) Auto Surveillance VLAN (2016,Q1)
  - 15) Link Aggregation:
  - 16) Static Trunk
  - 17) IEEE 802.3ad Link Aggregation Control Protocol (LACP)
  - 18) IGMP Snooping:
  - 19) IGMP v1/v2/v3 snooping
  - 20) IGMP Filtering/Throttling
  - 21) IGMP Queries
  - 22) IGMP Immediate leave
  - 23) MLD Snooping
  - 24) LLDP/LLDP-MED
  - 25) Green-Saving
  - 26) IEEE 802.3az
  - 27) Cable Length
  - 28) No Link Power-Saving
  - 29) Jumbo Frame packet
  - 30) Cable Diagnostic
- g. L3 Features
  - 1) Static Routing (2016,Q1)

- h. QoS Features
  - 1) Rate Limiting
  - 2) Priority Queues Schedule (WRR/Strict Priority/Hybrid QoS)
  - 3) Port-Based QoS
  - 4) IPv4/IPv6 DSCP
  - 5) DiffServ
  - 6) Auto VOIP
  - 7) Auto Video
  - 8) 8 HW Queues per port
- i. IPv6
  - 1) IPv4/IPv6 Dual Protocol Stack
  - 2) IPv6 Management
    - a) IPv6 Ping/Trace
    - b) IPv6 Telnet
    - c) IPv6 Syslog
    - d) IPv6 TFTP
  - 3) HTTP over IPv6
  - 4) SNMP over IPv6
- j. Security
  - 1) DDOS Protection
  - 2) CPU Guard (CPU Protection)
  - 3) Port Isolation
  - 4) Port Mirror (One to One, One to Many)
  - 5) Remote Mirror
  - 6) Storm Control
  - 7) Broadcast/Multicast/Unknown Storm Control
  - 8) IEEE 802.1X
  - 9) ACL
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  - 7) SNMP
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  - m. Electromagnetic Compatibility
    - 1) CE Mark
    - 2) FCC Class A
    - 3) EN 55022 (CISRP 22) Class A
    - 4) EN 61000-3-2/3
    - 5) VCCI
  3. Approved Manufacturers
    - a. BCD Video ECS2100-28T
    - b. Or approved equal
- E. SFP Module
1. Provide a total quantity of 46
  2. Minimum requirements
    - a. 1Gbps, Small Form Factor Pluggable (Distance: 10 km; Wavelength: 1310 nm)
    - b. LC Duplex
  3. Approved Manufacturers
    - a. BCD Video FIN-SFP-LX
    - b. Or approved equal
- F. Equipment Racks and Power Distribution Units
1. Provide a total quantity of 3
  2. Minimum Requirements
    - a. Rack Height (U Spaces) 45
    - b. Maximum Device Depth (in.) 37
    - c. Minimum Device Depth (in.) 4
    - d. Shipping Dimensions (hwd / in.) 90.30 x 26 x 45
    - e. Shipping Weight (lbs.) 357
    - f. Unit Dimensions (hwd / in.) 83.75 x 23.63 x 43
    - g. Unit Weight (lbs.) 307
    - h. Color Black
    - i. Weight Capacity - Stationary (lbs.) 3000
    - j. Weight Capacity - Rolling (lbs.) 2250
    - k. Factory Preset Rack Depth (in.) 27.75
    - l. Grounding Lug Front and back door frames
    - m. Certifications UL60950; RoHS; CE
    - n. Approvals EIA/ECA-310-E
    - o. 5-year limited warranty Approved Manufacturers

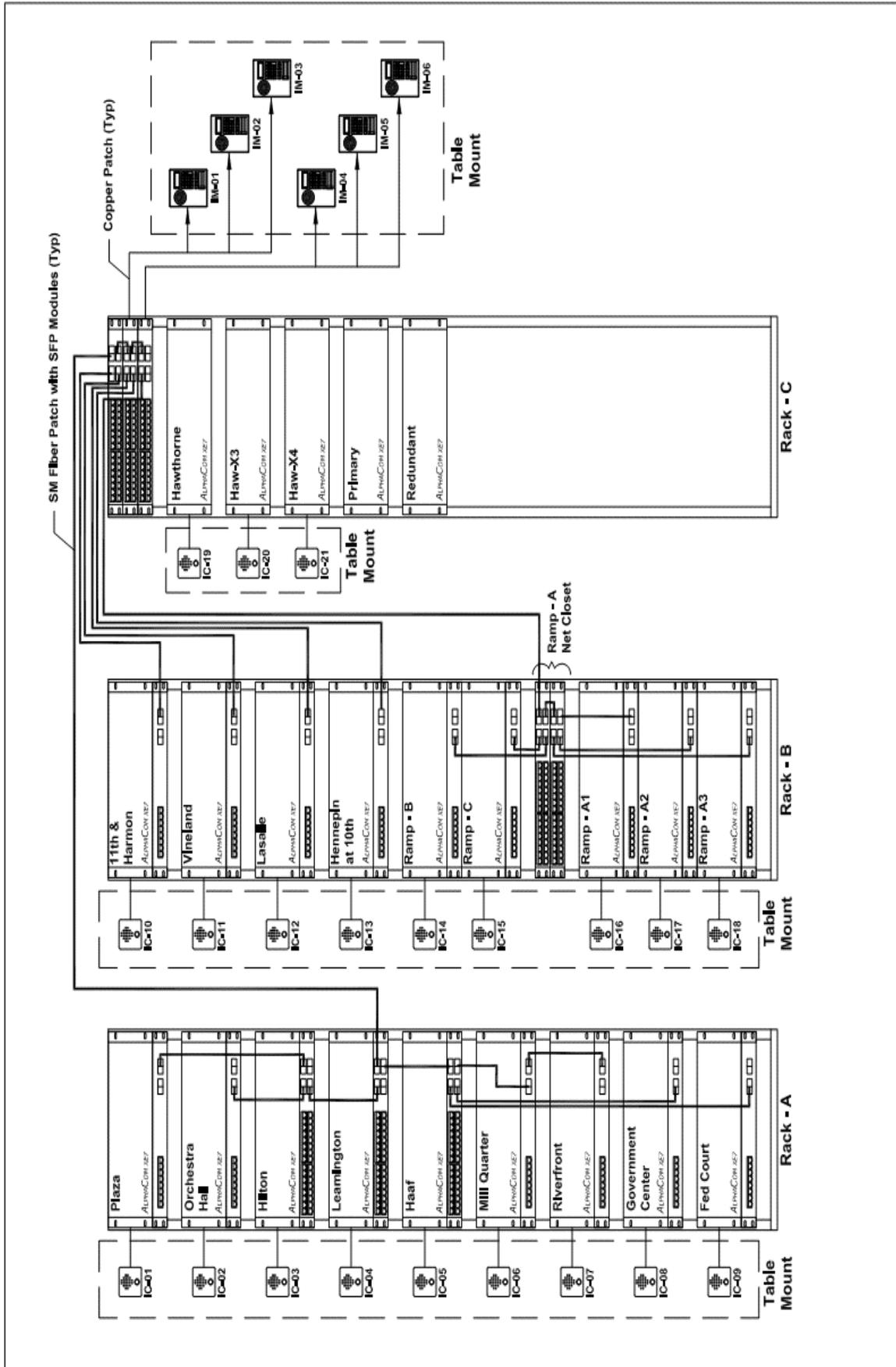
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3. Approved Manufacturers
  - a. Tripp Lite 45U Rack Enclosure server cabinet, Mfg Part #SR45UB with Tripp Lite PDU Metered 120V 15A 5-15R, 16 outlet 5-15P, Mfg Part # PDUMV15
  - b. No Substitute
  
- G. LC to LC Fiber Patch Cables (To support staged system installation)
  1. Provide a total quantity of 25
  2. Minimum Requirements
    - a. Single Mode Fibers
    - b. Duplex LC to Duplex LC
    - c. Field reversible
    - d. Length – 3 Meter
  3. Approved Manufacturers
    - a. Discount Low Voltage.com FJ553MDS
    - b. Equals accepted without approval
  
- H. SC to LC Fiber Patch Cables (To support field installation)
  1. Provide a total quantity of 50
  2. Minimum Requirements
    - a. Single Mode Fibers
    - b. Duplex SC to Duplex LC
    - c. Field reversible
    - d. Length – 10 Meter
  3. Approved Manufacturers
    - a. Discount Low Voltage.com FJ553MDS
    - b. Equals accepted without approval
  
- I. CAT 6 Patch Cables
  1. Provide a total quantity of 6
  2. Minimum Requirements
    - a. Length 14ft
    - b. Category 6 Patch Cord (UTP)
    - c. Gold Plated 50U" Pins
    - d. 4 Twisted Pairs
    - e. 24 AWG
    - f. Connector 1: Molded Boot RJ45 Male
    - g. Connector 2: Molded Boot RJ45 Male
    - h. Type: CM
    - i. Molded Strain Relief
    - j. UL and ETL Verified
    - k. ANSI/EIA/TIA 568b
    - l. RoHS Compliant
    - m. Stranded Cat6
  3. Approved Manufacturers
    - a. Discount Low Voltage.com PC6B14-Blue
    - b. Equals accepted without approval
  
- J. Labeling
  1. For each intercom, provide device labels with permanent adhesive from Brady or equivalent. Labels shall be UV resistant and designed for outdoor use.
  2. Submit sample label to the Owner for approval prior to installation.

**PART 3: EXECUTION**

- A. Professional Services from Stentofon Engineering
  - 1. Stentofon Engineering has reviewed the existing system and database. The resulting scope of work to convert the database is provided in a preconfigured quotation from Stentofon Engineering.
  - 2. The owner will configure the network switches and provide IP address information to Stentofon Engineering.
  - 3. The existing database shall be converted and updated by Stentofon Engineering.
    - a. Licensing shall be converted to 8 channel dynamic by Stentofon Engineering.
    - b. The database shall be converted to support IP communications between exchanges
    - c. Legacy commands to support ASCII integration of the OASIS workstations and Video Matrix shall be removed.
    - d. Naming conventions will be revised through direct correspondence with the owner.
    - e. Call forwarding and rollover will be revised through direct correspondence with the owner.
    - f. Contractors are not allowed to self-perform the services contained in the pre-defined professional services package from Stentofon.
  
- B. Equipment staging and testing.
  - 1. The equipment shall be staged for testing as shown in the following illustration:

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2. Install the equipment racks and make connection to owner provided receptacles.
3. Rack mount the exchanges and network switches in the staging area determined by the owner. Power for the equipment will be provided by the owner. A table will be provided for the intercom masters and the intercom exchanges
4. Provide wiring to connect 1 analog substation to each exchange. Devise 2x4 wooden mounting rails to temporarily fasten the intercom substations together and layout on an owner provided table. Deliver the remaining intercom substations to the owner for future use.
5. Label each exchange and associated intercom substation.
6. Connect the 6 IP intercom masters and stage on the table provided adjacent to the equipment rack.
7. Demonstrate call functionality from each exchange
8. Demonstrate call and answer functionality for each IP master
9. Upon successful demonstration, the equipment will be turned over to the owner.
10. Subsequent field installation of the equipment in the parking ramps is Not In Contract (NIC). The project is complete once the staged equipment is accepted.

### 3.02 Training

- A. There are no training requirements for this project

### 3.03 PROJECT CLOSEOUT

- A. Conduct the final test and provide all submittals below.
  1. Test each of the following for proper operation:
    - a. Intercom call button operation
    - b. Intercom substation ID on master station display
  2. Test each intercom in sequential order and submit test report to the engineer stating that the system is tested and operational.
- B. Upon completion system testing and all requirements identified in the plans and specifications:
  1. Notify the engineer in writing and request final acceptance
  2. Submit a test report indicating that each device has been tested.
  3. Conduct an on-site demonstration to the engineer of system performance and compliance with the plans and specifications
  4. Correct any items noted by the engineer during acceptance and submit a signed punch list of corrections made.
- C. Submit Material Warranty Letter indicating warranty start date and finish date.

END OF SECTION