

Board Office Use: Legislative File Info.	
File ID Number	17-1007
Introduction Date	5/24/17
Enactment Number	17-0805
Enactment Date	5/24/17



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *VZH*
Joe Dominguez, Deputy Chief, Facilities Planning and Management *JDM*

Board Meeting Date *May 24* 2017

Subject Independent Consultant Agreement - Simplex Grinnell - District-wide Various Repair Fire Alarm Project

Action Requested Approval by the Board of Education of Independent Consultant Agreement between District and Simplex Grinnell, Livermore, CA, for the latter to provide fire alarm and sprinkler systems repairs and supplementing District's fire alarm maintenance technicians in maintaining the District's fire alarm system, in conjunction with the District-wide Various Repair Fire Alarm Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing June 15, 2017 and concluding no later than December 31, 2017, in an amount not to exceed \$200,000.00.

Discussion In order to assist the District's fire alarm department in the maintaining of the District's fire alarm & sprinkler systems throughout the District's schools including annual tests for the fire alarms & five-year tests for the sprinkler systems, a new contract for the year 2017 is required.

LBP (Local Business Participation Percentage) 0.00%

Procurement Method RFP/RFQ Process

Recommendation Approval by the Board of Education of Independent Consultant Agreement between District and Simplex Grinnell, Livermore, CA, for the latter to provide fire alarm and sprinkler systems repairs and supplementing District's fire alarm maintenance technicians in maintaining the District's fire alarm system, in conjunction with the District-wide Various Repair Fire Alarm Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing June 15, 2017 and concluding no later than December 31, 2017, in an amount not to exceed \$200,000.00.

Fiscal Impact Fund 35

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance
- Consultant Proposal



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Simplex Grinnell

Project Name: Various Repair Fire Alarm **Project No.:** 03055

Contract Term: Intended Start: 6-15-2017 Intended End: 12/31/2017

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$200,000.00

Approved by: Cesar Monterrosa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

This vendor is also the manufacture of the fire alarm systems in the District's schools and is sole source.

Summarize the services this Vendor will be providing.

Fire alarm & sprinkler system repairs and supplementing District's fire alarm maintenance technicians in maintaining the District's fire alarm systems.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

The unit prices for labor and materials have been negotiated with the District and all the work is done on time and material.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**

INDEPENDENT CONSULTANT
Greater Than \$87,700

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the 1st day of **May** in the year **2017**, between the **Oakland Unified School District** and **Simplex Grinnell**. The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

Scope of work includes fire alarm & sprinkler system repairs and supplementing the District's fire alarm maintenance technicians in maintaining the District's fire alarm systems.

2. **Term.** Consultant shall commence providing Services under this Agreement on **June 15, 2017**, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on **December 31, 2017**. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Debarment Certification	Other: _____
<input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification	

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Two Hundred Thousand Dollars and no cents (\$200,000.00)**. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an Independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
9. **Standard of Care.**
 - 9.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
10. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. Termination.

12.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Without Cause by Consultant. Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's Insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

- 14.1. The Consultant shall procure and maintain at all times It performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)
- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M.

Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
18. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

22. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
23. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District

955 High Street
Oakland, CA 94601
Tel: 510-535-7083; Fax: 510-535-7082
ATTN: Joe Dominguez

Consultant

Simplex Grinnell
6952 Preston Avenue
Livermore, CA 94550
Tel: 925-273-0100
ATTN: Willard McCune

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

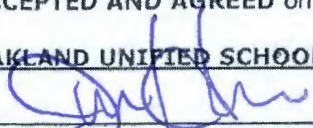
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

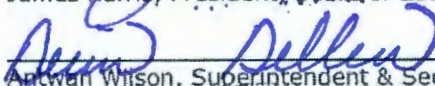
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

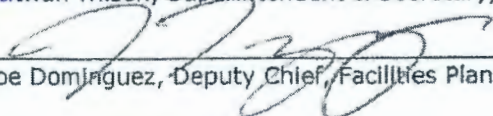
Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education 4/15/17 Date


Antwan Wilson, Superintendent & Secretary, Board of Education 4/15/17 Date


Joe Dominguez, Deputy Chief, Facilities Planning and Management Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel 4/23/17 Date

CONSULTANT


3/16/17 Date

Information regarding Consultant:

Consultant: SimplexGrinnell LP
License No.: 9860047
Address: 6952 Preston Ave, Suite A
Livermore, CA 94551
Telephone: 925-273-0100
Facsimile: 925-273-0120
E-Mail: WMcCune@simplexgrinnell.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: _____
 Limited Liability Company
 Other: _____

Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:

_____ 3/10/13 _____

Proper Name of Consultant:

Signature:

Print Name:

_____ Kevin Singer _____

Title:

_____ Area Ops Mgr _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither Simplex Grinnell LP [Type name of Consultant] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 16th day of March 20__ for the purposes of submission of this Agreement.

By: _____
Signature
Kevin Singer

Typed or Printed Name
Area Ops Mgr

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: _____ 3/16/17

Proper Name of Consultant: _____

Signature: _____ [Handwritten Signature]

Print Name: _____ Kevin Singer

Title: _____ 3/16/17

EXHIBIT "A"
Scope of Services

Consultant shall perform the following Services:

[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]



SimplexGrinnell LP
6952 Preston Avenue
Livermore, CA 94550

Total Service Operations
Phone – 925-273-0100
Fax – 925-273-0120
www.simplexgrinnell.com

October 27, 2016

EXHIBIT A

John Esposito/Tammara Cappellano
Oakland Unified School District
Buildings & Grounds Department
955 High Street
Oakland, CA 94601-4404

SUBJECT: **\$200,000.00 District Wide Fire Alarm Maintenance Project - 2017**

Dear John/Tammara,

SimplexGrinnell is pleased to offer the following discounted rates for the District Wide Service Agreement for calendar year 2017 effective January 1st, 2017 until December 31st, 2017. Please review the following rates and discounts that apply to this Master Service Agreement:

❖ **Material**

- 36% Discount off list price for replacement Simplex branded material.
- 25% Discount off list price for replacement Bosch branded material.
- 25% Discount off list price for replacement Lathem Time Corporation branded material.
- 25% Discount off list price for replacement Pelco branded material.
- 25% Discount off list price for replacement Primex Wireless branded material.
- 25% Discount off list price for replacement RSG AAmes Security branded material.
- Per Price Book List Price Tyco Fire Protection Fire Sprinkler Products
- Material discounts listed above apply to: parts needed for service calls, parts needed for time & material work and general OUSD warehouse general service spare parts stock.
 - List Price documentation shall be submitted on or before December 31st of each year. The list price commitment will be good through December 31st of the following year.
- Bulk or specialty outside vendor materials not listed above mark up: a flat 15% of SG cost.

❖ **Labor**

- The following are the Labor Rate categories that work performed will be billed under for the purposes of this contract which coincide with the Prevailing Wage Rate Categories designated by the County of Alameda. The rates are listed below in the Labor Rate Table.
 - A&D Technician Labor Rate – Comm System Installer Designation
 - Defined as all work, including inspections, testing, and service of all fire alarm systems not involving installation of conduit. Includes technical work on clock/PA/phone and security/CCTV systems.
 - A&D Technician Labor Rate – Inside Wireman Designation
 - Defined as all work involving the installation of conduit/back-boxes.
 - Fire Sprinkler Fitter Labor Rate
 - Service and repair work involving fire sprinkler systems and 5-Year fire sprinkler system certification inspections
 - Fire Alarm/Fire Sprinkler Design Labor Rate
 - CAD and engineering labor for fire alarm or fire sprinkler system design work.
 - Fire Alarm/Fire Sprinkler Inspector
 - Used for annual inspections of fire alarm systems and exit / emergency lights.

Labor Rate Per Man Hour Table:

Labor Category	Straight Time	Over Time	Double Time
Comm Sys Installer	\$129.00	\$183.00	\$228.00
Inside Wireman	\$155.00	\$228.00	\$286.00
Sprinkler Fitter	\$150.00	\$222.00	\$273.00
Designer	\$100.00	\$135.00	\$175.00
Inspections	\$115.00	\$160.00	\$200.00

- Equipment Rental
 - SimplexGrinnell's equipment rental cost + a flat rate of 15% (reduced from 20%).
 - Minimum Service Call Charge
 - The minimum service charge on any call shall be a 2 hour minimum (reduced from 3.5 hour minimum). This includes weekend and overtime periods.
 - Normal Working Hours
 - Under the provisions of this new contract, the normal working hours for SimplexGrinnell shall be Monday-Friday 7:00am to 3:30pm. Overtime, double time and Holiday pay shall be billed per Alameda County's prevailing wage requirements. Overtime work shall be billed at 1.5 times the base rate listed above.
 - When work is to be completed on consecutive days after hours (minimum 5 days), work will be performed on a shift differential. The differential will increase the pay rate, and subsequent bill rate by 15% for each labor category.
 - All work shall be completed and billed under a time and material basis. After site survey by the SimplexGrinnell Sales Representative, quotations shall be submitted in a Not-to-Exceed format.
 - Written dailies shall be used for back-up and billing. The SimplexGrinnell technicians shall be required to sign-in and date their time on the sign-in sheets at each school and sign out at the end of the day. The dailies should never be signed by a site administrator. All signatures for approval/review of SimplexGrinnell labor hours will come from B&G representatives. All dailies will require the SimplexGrinnell technician's signature(s) in addition.
 - All software changes made by SimplexGrinnell technicians shall be provided to OUSD via email for the work performed under this contract immediately upon completion of each project, in addition to an updated program disk being left in the panel on-site.
 - As part of this agreement, the SimplexGrinnell lead technician for the district wide service contract work shall receive a grand-master set of keys for the District including up to date monitoring account information as needed for any District owned property in need of service.
- ❖ **Design**
- Simplex Grinnell shall support architectural firms/electrical engineers and fire protection consultants as needed during the design process before DSA submittal.
 - SimplexGrinnell shall not charge the district for this assistance in pre-design. SimplexGrinnell will help with suggestions for device placement, voltage drop calculations, device interactivity, DSA code compliance, etc.
 - Support District's peer review process.
 - SimplexGrinnell will review drawings that are in the pre-DSA submittal design phase while AON Engineering completes their review. SimplexGrinnell shall submit these comments and drawing mark-ups to AON Engineering for incorporation into their final comment letter which is then sent to the designer of record.
- ❖ **Training**
- Provide Online and off-site programming/service training for 4100U/ES equipment for District fire alarm technicians, should the District so choose as follows:

October 27, 2016
John Esposito/Tammara Cappellano
Oakland Unified School District
SUBJECT: District Wide Service Agreement for 2017

- Training will be provided for up to (2) technicians per calendar year
 - The technician training will consist of:
 1. Online training modules to be taken in advance of any scheduled off-site training course.
 2. One 5-Day off-site training class per technician specifically geared towards the maintenance/programming and general servicing of Simplex fire alarm systems.
 - SimplexGrinnell will cover up to \$800 in travel and accommodations expenses per technician to attend the off-site training sessions. The District shall cover any amount over the \$800 per technician including any incidentals.
 - OUSD shall be notified of additional training opportunities for district employees throughout the span of the contract. OUSD shall have the opportunity to receive additional training for any and all product lines that are still supported at SimplexGrinnell's cost for said services (minus travel/lodging as noted above).
- ❖ **EULA and Programming Software/Hardware**
- ❖ Currently the District has (1) laptop with dongle as part of the End User Licensing Agreement with SimplexGrinnell for making programming changes to the District's Simplex fire alarm system equipment. SimplexGrinnell shall provide the District with a 2nd dongle and software to support a 2nd technician laptop if requested by the District. The District shall be responsible for purchasing the 2nd laptop hardware. The District shall confirm with SimplexGrinnell the minimum operating hardware/software configuration needed for the laptop prior to the purchase of the laptop. SimplexGrinnell will setup and return to the District the laptop for operation.
- ❖ **Technician Team**
- OUSD will be provided with a dedicated team of (2) technicians to increase productivity, consistency, and reliability. A lead technician and inspector will be assigned to the account. The lead technician will have (2) back-ups and be able to bring other members of the team if needed.

Please feel free to contact me directly should you have any questions.

Thank you again for providing **SimplexGrinnell** the opportunity to service your fire protection needs.

Sincerely,
SimplexGrinnell



Willard McCune
Total Service Manager
San Francisco District
Direct: 925-273-1288
Fax: 925-273-0120
Mobile: 925-819-1488
wmccune@simplexgrinnell.com

EXHIBIT "B"
Hourly Personnel Rates
and
Schedule of Fees and Charges

[INCLUDE/ATTACH CONSULTANT'S RATE SCHEDULE (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 411 East Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 CN101230596-Tyco-GAWU-16-17	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	INSURER A : Old Republic Insurance Company NAIC # 24147	
	INSURER B : ACE Property and Casualty Insurance Company 20699	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-006688952-02 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 308341	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COM/POP AGG \$ INC IN GEN AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MWTB 308344 (Excludes NH) MWTB 308371 (NH)	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ New Hampshire (CSL) \$ 250,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			G28162509 001 MWZX 308372 (NH - Excess Auto Only)	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 NH - Excess Auto Only \$ 7,250,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			MWC 308342 00 (AOS - see page 2) MWXS 308343 (OH & WA)	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District, the state and their agents, representatives, employees, trustees, officers, consultants, and volunteers are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER Oakland Unified School District Department of Facilities Planning and Management 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers Compensation and Employers Liability policies include a waiver of subrogation in favor of the certificate holder and any other person or organization to the extent required by written contract. For Monitoring services, Waiver of Subrogation does not apply.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

LIMIT OF UMBRELLA/EXCESS LIABILITY:

If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:
 Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advance notice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:

Insureds include: Tyco International Management Company, LLC, Tyco Carter Brothers, LLC, CEM Access Systems, Inc., Central CPVC Corporation, Central Sprinkler LLC, Chagrin H.Q. Venture Ltd., Chagrin Highlands Inc., Chagrin Highlands Ltd., Chemguard, Inc., Connect 24 Wireless Communications Inc., Detcon, Inc., Digital Security Controls, Inc., Elpas, Inc., Exacq Technologies, Inc., G-I Great Lakes, A Series of Greenleeds LLC, G-I Mid Atlantic, A Series of Greenleeds LLC, G-I Midwest, A Series of Greenleeds LLC, G-I New York, A Series of Greenleeds LLC, G-I Other Risk Centers, A Series of Greenleeds LLC, Greenleeds LLC, Grinnell LLC, Grinnell Pacific, A Series of Greenleeds LLC, GSF Management Co, LLC, Haz-Tank Fabricators, Inc., Infrared Systems Group, LLC, Integrated Systems and Power, Inc., Master Protection LP d/b/a FireMaster, Qoisy, Inc., Retail Expert, Inc., Scott Figgie LLC, Scott Technologies, Inc., Senelco Iberia, Inc., Sensormatic Asia/Pacific, Inc., Sensormatic Electronics (Puerto Rico) LLC, Sensormatic Electronics, LLC, Sensormatic International, Inc., ShopperTrak International Investment LLC, ShopperTrak RCT Corporation, Shurjoint America, Inc., SimplexGrinnell LP, STI Licensing Corporation, STI Properties, Inc., STI Properties, Ltd., STI Risk Management Co., Tyco Cares Foundation, Tyco Fire & Security LLC, Tyco Fire Products LP, Tyco Integrated Security LLC, Visonic Inc., and WillFire HC, LLC.

Locations:

OUSD Police Services @ Cole Elementary School 1011 Union Street
 Oakland High School 1023 MacArthur Boulevard
 Administration Building Annex 1025 2nd Avenue



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

- Encompass Academy @ Acorn Woodland Elementary School & Child Development Center 1025 81st Avenue
- Bella Vista Elementary School 1025 E 28th Street
- Esperanza @ Stonehurst Elementary School 10315 E Street
- La Escuelita Elementary School 1050 2nd Avenue
- Dewey High School 1111 2nd Avenue
- Lockwood Child Development Center 1125 69th Avenue
- Rudsdale Continuation School 1180 70th Avenue
- Hinā Kuu Ka Child Development Center 11850 Campus Drive
- Carl Munck Elementary School 11900 Campus Drive
- Skyline High School 12250 Skyline Boulevard
- Ralph Bunche Academy 1240 18th Street
- Highland Child Development Center 1322 86th Avenue
- Bridges Academy @ Melrose Elementary School & Child Development Center 1325 53rd Avenue
- Roots International @ Havenscourt Middle School 1390 66th Avenue
- Garfield Elementary School 1640 22nd Avenue
- Achieve & World Academy @ Hawthorne Elementary School 1700 28th Avenue
- Lafayette Elementary School 1700 Market Street
- Shands Annex 1710 45th Avenue
- Montclair Elementary School 1757 Mountain Boulevard
- Alliance Academy @ Elmhurst Middle School 1800 98th Avenue
- Arroyo Viejo Child Development Center 1895 78th Avenue
- Roosevelt Middle School 1926 19th Avenue
- Jefferson Child Development Center 1975 40th Avenue
- Global Family Living & Learning without Limits @ Jefferson Elementary School 2035 40th Avenue
- United For Success @ Calvin Simmons Middle School 2101 35th Avenue
- Family Community Center 2111 International Boulevard
- Lincoln Elementary School 225 11th Street
- Hillside Academy 2369 84th Street
- Manzanita Elementary School 2409 E 27th Street
- Bella Vista Child Development Center 2410 10th Avenue
- Shands Adult School 2455 Church Street
- Henry J Kaiser Elementary School 25 S Hill Court
- McClymonds High School 2607 Myrtle Street
- Manzanita Child Development Center 2618 Grande Vista Avenue
- Westlake Middle School 2629 Harrison Street
- Centro Infantil Child Development Center 2660 E 16th Street
- Think College Now @ Cesar Chavez Elementary School & Child Development Center 2825 International Boulevard
- Frick Middle School 2845 64th Avenue
- Foster Special Education School 2850 West Street
- Yuk Yau Child Development Center 291 10th Street
- Hillcrest Elementary School 30 Marguerite Drive
- Urban Promise Academy 3031 E. 18th Street
- MetWest High School 314 E 10th Street
- Fruitvale Elementary School & Child Development Center 3200 Boston Avenue
- Marshall Elementary School 3400 Malcolm Avenue
- Explore @ Luther Burbank Elementary School 3550 64th Avenue
- Allendale Elementary School & Child Development Center 3670 Penniman Avenue
- Bret Harte Middle School 3700 Coolidge Avenue
- Ascend School 3709 E 12th Street
- Sequoia Elementary School & Child Development Center 3730 Lincoln Avenue



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- Edna Brewer Middle School 3748 13th Avenue
- Laurel Elementary School 3750 Brown Avenue
- Laurel Child Development Center 3825 California Street
- Burckhalter Elementary School 3994 Burckhalter Avenue
- Madison Middle School 400 Capistrano Drive
- Brookfield Elementary School & Child Development Center 401 Jones Avenue
- Street Academy 417 29th Street
- Glenview Elementary School 4215 La Cresta Avenue
- Piedmont Elementary School 4314 Piedmont Avenue
- Oakland Technical High School 4351 Broadway Avenue
- Redwood Heights Elementary School 4401 39th Avenue
- Oakland International High School 4521 Webster Street
- John Swett School (Lower) 4551 Steele Street
- Tilden Education Center (Upper) 4551 Steele Street
- Peralta Elementary School & Child Development Center 460 63rd Street
- Fremont High School 4610 Foothill Boulevard
- Sobranito Park Elementary School 470 El Paseo Drive
- Grass Valley Elementary School & Child Development Center 4720 Dunkirk Avenue
- Melrose Leadership @ Maxwell Park Elementary School 4730 Fleming Avenue
- Emerson Elementary School & Child Development Center 4803 Lawton Avenue
- Community Day School 4917 Mountain Boulevard
- Horace Mann Elementary School 5222 Ygnacio Avenue
- Crocker Highlands Elementary School & Child Development Center 525 Midcrest Road
- Arts Far West High School 5263 Broadway Terrace
- Urban Montessori @ Sherman Elementary School 5328 Brann Street
- Santa Fe Child Development Center 5380 Adeline Street
- Joaquín Miller Elementary School 5525 Ascot Drive
- Montera Middle School 5555 Ascot Drive
- Claremont Middle School 5750 College Avenue
- Washington Sankofa Elementary School 581 61st Street
- Thornhill Elementary School 5880 Thornhill Drive
- Washington Child Development Center 6097 Racine Street
- Aspire Berkeley Maynard Academy 6200 San Pablo Avenue
- Yu Ming & Golden Gate Child Development Center 6232 Herzog Street
- Greenleaf @ Whittier Elementary School 6328 E 17th Street
- Chabot Elementary School 6686 Chabot Road
- Futures @ Lockwood Elementary School & Child Development Center 6701 International Boulevard
- Markham Elementary School 7220 Krause Avenue
- Cleveland Elementary School 745 Cleveland Street
- Lakeview Elementary School & Child Development Center 746 Grand Avenue
- Alameda County Board of Education 750 International Boulevard
- Parker Elementary School & Child Development Center 7929 Ney Avenue
- Webster Child Development Center 7980 Plymouth Street
- Harriet R Tubman Child Development Center 800 33rd Street
- East Oakland Pride @ Webster Elementary School 8000 Birch Street
- Lazear Elementary School 824 29th Avenue
- King Estates Middle School 8251 Fontaine Street
- Highland Academy @ Rise Elementary School 8521 A Street
- Piedmont Child Development Center 86 Echo Avenue
- Castlemont High School 8601 MacArthur Boulevard



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- Howard Elementary School & Child Development Center 8755 Fontaine Street
- Hoover Elementary School 890 Brockhurst Street
- OUSD Warehouse 900 High Street
- Stonehurst Child Development Center 901 105th Avenue
- Emery Unified Charter @ Santa Fe Elementary School 915 54th Street
- Franklin Elementary School 915 Foothill Boulevard
- Place @ Prescott Elementary School 920 Campbell Street
- OUSD Buildings & Grounds 955 High Street
- Martin Luther King Elementary School & Child Development Center 960 10th Street
- Barack Obama Academy 9736 Lawlor Street
- Education for Change & Reach Academy @ Cox Elementary School & Child Development Center 9860 Sunnyside Street
- West Oakland/Kipp Bridge @ Lowell Middle School 991 14th Avenue

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls, Inc., Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 308341	Policy Period 10/01/16 to 10/01/17	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls, Inc., Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 308341	Policy Period 10/01/16 to 10/01/17	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Marsh USA Inc.
411 East Wisconsin Avenue
Suite 1300
Milwaukee, WI 53202
JCI.CertRequest@Marsh.com

September 2016

**Johnson Controls, Inc. & Tyco International Holding S.a.r.l.
Certificate of Insurance**

Dear Certholder:

If you need this certificate to be renewed next year, please email a copy of it (or at a minimum send us the Certificate Number - located under the Insured and Insurer boxes) to us at jci.certrequest@marsh.com and indicate the email address for future use.

If this certificate of insurance does not meet your needs, please email the details of the deficiencies along with a copy of the certificate (or the Certificate Number) to us at jci.certrequest@marsh.com

Please note that we will only be distributing these certificates via email in the future.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured,** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in a contract or any other agreement that such person(s) or organization(s) be added as additional insured on your policy. The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. The most we will pay on behalf of the additional insured described in Paragraph A. above is the lesser of the amount payable under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. Limits of Insurance** or the amount of insurance required by the contract or agreement.
- C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Johnson Controls, Inc., Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 308341	Policy Period 10/01/16 to 10/01/17	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Person(s) or Organization(s):

Any person or organization as required by contract or agreement.

For Person(s) or Organization(s) that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

1. The Additional Insured is a Named Insured under such other insurance; and;
2. You have agreed in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

If required by contract, any person or organization against whom you have agreed to waive your right to recovery.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: MWC 308342 00

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO
WAIVE YOUR RIGHT OF RECOVERY IN A CONTRACT PROVIDED SUCH
CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.**

DATE OF ISSUE: 10-01-16



**DEPARTMENT OF FACILITIES PLANNING AND MANAGEMENT
ROUTING FORM**

Project Information			
Project Name	District-wide Fire Alarm Maintenance Project	Site	918
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Simplex Grinnell	Agency's Contact	Andrew Milne
OUSD Vendor ID #	I015439	Title	Project Manager
Street Address	6952 Preston Avenue	City	Livermore State CA Zip 94550
Telephone	925-273-0100	Policy Expires	10-1-2017
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No
OUSD Project #	03055		

Term			
Date Work Will Begin	6-15-2017	Date Work Will End By (not more than 5 years from start date)	12-31-2017

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$200,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	Fund 35	9189003901	6215	\$200,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved	5/3/17
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	5/23/17
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved	
4.	Senior Business Officer, Board of Education	Signature	Date Approved	
5.	President, Board of Education	Signature	Date Approved	