

Board Office Use: Legislative File Info.	
File ID Number	24-1006
Introduction Date	06-05-2024
Enactment Number	24-1195
Enactment Date	6/5/2024 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management; Kenya Chatman, Executive Director of Facilities Planning

Board Meeting Date June 05, 2024

Subject Purchase Agreement – Johnson Controls Fire Protection, LP – Roosevelt Middle School Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of award of Purchase Agreement by and between the District **and Johnson Controls Fire Protection, LP, Livermore, CA**, for the latter to sell and deliver fire alarm materials required for the **Roosevelt Middle School Modernization Project, Modular Science Building** in total amount of \$37,670.00 as selected vendor, with delivery on **July 11, 2024**, pursuant to the Agreement.

Discussion Price is at or under bid threshold of \$114,500 (as of 1/1/24).
00.00%

LBP (Local Business Participation Percentage)

Recommendation Approval by the Board of Education of award of Purchase Agreement by and between the District and Johnson Controls Fire Protection, LP, Livermore, CA, for the latter to sell and deliver fire alarm materials required for the Roosevelt Middle School Modernization Project, Modular Science Building in total amount of \$37,670.00 as selected vendor, with delivery on July 11, 2024, pursuant to the Agreement.

Fund 21 Measure Y

Fiscal Impact

Attachments

- Contract Justification Form
- Purchase Contract Agreement, including exhibits
- Routing Form



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

Legislative File ID No. 24-1006

Department: Facilities Planning and Management

Vendor Name: Johnson Controls Fire Protection, LP

Project Name: Roosevelt Middle School Mod. Project

Project No.: 19101

Contract Term: Intended Start: June 06, 2024

Intended End: August 30, 2025

Total Cost Over Contract Term: \$37,670.00

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Johnson Controls has provided services for the District in the past meeting District's standards.

Summarize the services or supplies this contractor or vendor will be providing.

Vendor will supply equipment to the District in advance of the start date of the project due to existing late deliveries of fire alarm material from suppliers.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Johnson Controls has provided services for the District in the past at an acceptable rate.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- The vendor will provide simplex fire alarm materials that are approved by the board as a sole source.

OAKLAND UNIFIED SCHOOL DISTRICT

PURCHASE AGREEMENT

This Agreement is made this 6th day of June 2024, by and between **Oakland Unified School District**, "District," and **Johnson Controls Fire Protection LP**, "Vendor," with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California.

B. Vendor was selected as the supplier for the purchase and delivery of the items of equipment, materials, and supplies detailed in the proposal provided by Vendor, dated **January 31, 2024**, attached hereto as **Exhibit A** ("Items"). To the extent this Agreement and the proposal conflict, this Agreement controls.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Delivery of Items. Vendor agrees to deliver the Items, as specified in **Exhibit A**, to District at the following address: Roosevelt Middle School, 1926 E 19th Street, Oakland, CA 94606.

2. Time of Commencement and Completion. Vendor shall satisfactorily deliver the Items in full to the District no later than **July 11, 2024** ("Delivery Deadline"). Time is of the essence in this Contract.

3. Contract Price. District agrees to pay Vendor the price of **Thirty-Seven Thousand Six Hundred Seventy Dollars (\$37,670.00)** within thirty (30) calendar days following receipt of Vendor's invoice for the satisfactory delivery of the Items.

4. [Not Used]

5. Conformance to Contract Documents. Vendor agrees that the Items to be furnished pursuant to this Agreement ("Contract") shall conform to all of the requirements set forth in the Contract Documents, as defined below.

6. Contractor Responsibility. Vendor shall perform all deliveries to the District facilities in a safe and professional manner. Vendor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents and endangering District personnel or property. Vendor shall have adequate equipment for delivery of goods on proposed contract. Vendor shall have adequate office and personnel resources for responding to the District's needs, including telephone coverage weekdays during the hours of 8:00 a.m. through 5:00 p.m. Vendor shall have 24-hour, 7-day emergency service. If Vendor cannot meet this requirement, indicate alternative plan to provide equivalent level of service. Vendor's equipment shall be compatible with the District's facilities.

7. Indemnity. Vendor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all third party claims, demands, liabilities, damages to tangible property, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the “Claims”) arising out of the negligent acts and willful misconduct of Vendor, or Vendor’s employees, agents, or volunteers (collectively, the “Vendor Parties”), in fulfilling its obligations under this Contract.

8. Transportation Charges. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.

9. Inspection. All Items furnished must be in conformity with the Contract Documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.

10. [Not Used]

11. Insurance. Without in any way limiting Vendor’s liability, or indemnification obligations set forth in Paragraph 6 above, Vendor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Vendor nor any of the Vendor Parties shall commence performing any portion of the Contract until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.

12. Independent Contractor Status. Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to

provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

13. Taxes. All payments made by District to Vendor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Vendor 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 Vendor and the Vendor Parties and otherwise in connection with this Agreement.

14. Fingerprinting Notice and Acknowledgement. Vendor and the Vendor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form.

15. Tuberculosis Certification. Vendor and the Vendor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:

- A. Vendor and Vendor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Contract.
- B. The following Vendor and Vendor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Vendor shall maintain on file the certificates showing that the Seller and Seller Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Seller and shall be available to District upon request or audit.

Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Vendor and Vendor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

16. Confidential Information. Vendor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

17. Assignment/Successors and Assigns. Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Modification of Contract. Delivery sites may be changed, deleted or added as deemed necessary by the District's Purchasing Department. The District's Purchasing Department will inform the Vendor of the changes by telephone call followed up with a written notice.

20. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.

21. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

22. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Vendor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

23. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

24. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

25. Attorneys' Fees. If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

26. Liability of District and Vendor. Notwithstanding anything stated herein to the contrary, neither Party shall be liable to the Other Party for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

27. Time. Time is of the essence to this Agreement.

28. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

29. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

30. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. Forms. The following documents are incorporated into the Contract as the "Contract Documents":

- Fingerprinting Notice and Acknowledgement.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- January 31, 2024, Proposal.

34. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third-party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

35. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

36. Warranty. Vendor warrants that the equipment (as opposed to any software) furnished by Vendor is free from defects in materials and workmanship for a period of one (1) year from the date of substantial completion of Vendors work or, if no date of substantial completion from the completion of the installation by Vendor; provided, however, that if the equipment is not manufactured by Vendor and is covered under a manufacturers warranty for a shorter time period, Vendors warranty will be limited to the term of the manufacturers warranty (the Warranty Periods). If during the Warranty Period, any part of the equipment does not function as warranted and provided, as a condition precedent, that the District notifies Vendor during the Warranty Period, Vendor will determine, at its sole discretion, to either i) repair the equipment; or ii) replace it with a new or functionally operative part.


Vendor warrants that services will be performed in a good and workmanlike manner during the Warranty period. If services are not performed as warranted and Vendor is notified as a condition precedent, in writing by the District within the Warranty Period, Vendor will re-perform the non-conforming services.

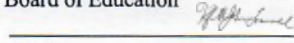
THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. ALL OTHER WARRANTIES ARE EXPRESSLY WAIVED. THE DISTRICT EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING VENDORS NEGLIGENCE, IS REPAIR OR REPLACEMENT OR AS SPECIFIED ABOVE.


Vendors' warranties will be voided by misuse, accident, damage, abuse, alteration, modification, failure to maintain proper physical or operating environment, use of unauthorized parts or components, improper District maintenance or repair by District or third parties without the supervision of and prior written approval of Vendor, or if Vendors serial numbers or warranty date decals have been removed or altered. District must promptly report any failure of the Equipment to Vendor in writing.

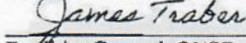
IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

OAKLAND UNIFIED SCHOOL DISTRICT

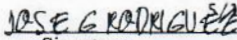
 6/6/2024
Benjamin Davis, President Date
Board of Education 6/6/2024

 Date
Kyla Johnson-Trammell, Superintendent & Secretary Board of Education

 5/20/24
Preston Thomas, Chief Systems & Services Date
Officer, Facilities Planning and Management 5/20/24

 (as to form) Date
Facilities Counsel, ●USD

JOHNSON CONTROLS FIRE PROTECTION LP

 5/17/2024 | 3:43 PM PDT
Signature Date

JOSE G RODRIGUEZ Fire Installation Manager
Print Name, Title

EXHIBIT A



Johnson Controls Fire Protection LP
6952 Preston Avenue, Suite A
Livermore, CA 94551-9545

Johnson Controls Fire Protection LP Quotation

To:
Oakland Unified School Dist
955 High Street
Oakland, CA 94601

Project: OUSD Roosevelt MS Science Mod Inc#2 - FA Material
- CPQ-516668
Johnson Controls Reference: 650516668
Proposal #: 1
Date: 01/31/2024
Page: 1 of 11

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Roosevelt Middle School -- Modular Science Project
OUSD Project #: 19101
OUSD PM: Mary Ledezma

Johnson Controls Fire Protection (JCFP) shall provide the listed material below per Jensen Hughes fire alarm specified plans "Roosevelt Middle School Modernization Modular Science Building: Increment 2 - DSA Backcheck -- 09/20/2023".

Johnson Controls Fire Protection qualifies the following:

1. Listed material only.

**Should these criteria not be met, this proposal will not be accurate and additional cost will result.

Exclusions:

1. Any labor or shop drawings
2. Permitting and testing

Johnson Controls' "General Terms & Conditions" (attached) shall be made a part of this proposal. Payment for materials/engineering (i.e. service to date) must be received prior to programming/testing.

Delays, Costs and Extensions of Time:

Johnson Controls' time for performance of the Work shall be extended for such reasonable time as Johnson Controls is delayed due to causes reasonably beyond Johnson Controls' control, whether such causes are foreseeable or unforeseeable, including pandemics such

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP
6952 Preston Avenue, Suite A
Livermore , CA 94551-9545

as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts, or equipment shortages. To the extent Johnson Controls or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

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Project: OUSD Roosevelt MS Science Mod Inc#2 - FA Material - CPQ-516668
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Transponder

QTY	MODEL NUMBER	DESCRIPTION
1	4100-9601	LOCAL MODE TRANSPONDER
2	41002163	INDICATOR ONLY 3 BAY SOLID
1	41007905	FACTORY BUILT-MAIN CONFIGURED
3	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
4	4100-5401	ES-PS POWER SUPPLY
1	4100-0622	DIGITAL AUDIO RISER MODULE
2	4100-2320	AUDIO EXPANSION BAY
2	4100-1327	FLEX 50W AMP W/3 NACS - 70V
1	4100-3110	IDNET2+2 250 POINT 4 LOOP MOD
4	4100-0644	120V ES-PS PDM HARNESS
2	4100-0634	POWER DISTRIBUTION MODULE 120V
2	4100-5451	IDNAC CARD
1	4100-0636	BOX TO BOX HARNESS KIT
2	4100-5128	BATTERY DIST TERM MODULE

Panel Misc

QTY	MODEL NUMBER	DESCRIPTION
1	2975-9452	3 BAY BOX& SOLID DOOR PLATINUM
4	2081-9296	BATTERY 50AH
1	4100-1288	64/64 LED/SWITCH CONTROLLER
1	4100-1241	MESSAGE EXPANSION, 8 MINUTES
1	4100-2504	CS GATEWAY W/IP COM 4100 SIDE
1	4100-7158	4100ES MSTR CTRLR UPGD NO DSPLY
1	4100-9621	BASIC AUDIO W/MIKE-DIGITAL

Material List

QTY	MODEL NUMBER	DESCRIPTION
2	4098-9714	PHOTO SENSOR

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16	4098-9733	HEAT SENSOR
18	4098-9792	SENSOR BASE
1	2098-9486	HEAT DET VERT N/O 302-AW-135
1	2098-9494	HEAT DETECTOR ADAPTOR AP-P
1	4090-9001	SUPERVISED IAM
1	4090-9806	COVER-ADDRESS MODULE FLUSH
1	4090-9810	BRACKET, IAM
1	4090-9116	ADDRESS MODULE-ISOLATOR
1	4090-9802	COVER-ADDRESS MODULE SURFACE
6	49SV-APPLW	SPKR/VIS APPL ONLY WALL
6	49MP-SVWR	SV MOUNTING PLATE WALL RED
6	49SVC-WRFIRE	SV COVER WALL RED FIRE
6	4905-9941	SKIRT, HORN/STROBE RED
6	49WPBB-SVWR	WEATHERPF BB SPKR/VIS WALL RED
6	49WG-SVWCR	WIREGUARD,SPKR/VISIBLE,W/C,RED
1	SSU00685	CAB DOC STOR 12X13X2 2GB FLASH

Internal Labor

QTY	MODEL NUMBER	DESCRIPTION
	PM LAB	PROJECT/CONSTRUCTION MGMT
	PREP LAB	PRE-SITE PREPARATION LABOR

Spare Parts

QTY	MODEL NUMBER	DESCRIPTION
5	252-019	KEY, B LOCK
1	4099-9021	STATION-LED, SA ADDR, NO GRIP
5	4098-9714	PHOTO SENSOR
5	4098-9733	HEAT SENSOR
10	4098-9792	SENSOR BASE
5	4090-9001	SUPERVISED IAM
5	4090-9801	COVER-ADDRESS MODULE FLUSH
5	4090-9810	BRACKET, IAM
5	4090-9008	DUAL RELAY IAM, IDNET

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5	4090-9802	COVER-ADDRESS MODULE SURFACE
5	49SO-APPLW	SPEAKER APPLIANCE ONLY WALL MT
5	49SOC-WRS-O	SO COVER,WALL,RED,LOGO WP
5	49MP-SOWR	MTG PLATE SPEAKER WALL RED
5	49VO-WRS	VO, WALL RED LOGOS ONLY
5	49SV-APPLW	SPKR/VIS APPL ONLY WALL
5	49MP-SVWR	SV MOUNTING PLATE WALL RED
5	49SVC-WRS	SV COVER WALL RED LOGO ONLY

Total net selling price, FOB shipping point, \$34,374.22

Sales tax :\$3,295.78

Total Price with Sales Tax \$37,670.00

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Payment Options:

Johnson Controls Capital Funding Solutions

Offering flexible solutions for your business needs! Allows for payment over time for products and installation costs with no down payment requirement. We offer a fast turnaround time with a simple web-based application and closing process.

For more information on JC Capital funding solutions, please forward this proposal along with any questions to your sales representative.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: OUSD Roosevelt MS Science Mod Inc#2 - FA Material - CPQ-516668
Johnson Controls Reference: 650516668
Proposal #: 1
Date: 01/31/2024
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This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

<p>Offered By: Johnson Controls Fire Protection LP 6952 Preston Avenue, Suite A Livermore, CA 94551-9545 Telephone: Representative: _____ Email: silvestre.cruz@jci.com</p>	<p>Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ Date: _____</p>
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FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Fire Install Manager [insert "owner" or officer title] of Johnson Controls Fire Protection LP [insert name of business entity], have read the foregoing and agree that Johnson Controls Fire Protection LP [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 5/17/2024 | 3:43 PM PDT

Name: JOSE G RODRIGUEZ

Signature: JOSE G RODRIGUEZ

Title: Fire Installation Manager

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Johnson Controls Fire Protection LP
Date of Entity's Contract with District: May 17th, 2024
Scope of Entity's Contract with District: Fire Materials

I, Jose G. Rodriguez [insert name], am the Fire Install Manager [insert "owner" or officer title] for Johnson Controls Fire Protection LP [insert name of business entity] ("Entity"), which entered a contract on May 17th, 2024, with the District for Fire Materials.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: May 17th, 2024

Signature: JOSE G RODRIGUEZ
Typed Name: JOSE G RODRIGUEZ
Title: Fire Installation Manager
Entity: Johnson Controls Fire Protection LP

WORKERS' COMPENSATION CERTIFICATE

WORKERS' COMPENSATION CERTIFICATE

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 in 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 either as an individual employer or as one employer in a group of employers. Said certificate 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 or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 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. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Johnson Controls Fire Protection LP
Name of Contractor

JOSE G RODRIGUEZ
Signature

JOSE G RODRIGUEZ
Print Name

5/17/2024 | 3:43 PM PDT
Date

(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 the contract.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2024

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 have ADDITIONAL INSURED provisions or 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 LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-5-23-24*	CONTACT NAME: Marsh U.S. Operations																						
	PHONE (A/C, No, Ext): (866) 966-4664	FAX (A/C, No):																					
	E-MAIL ADDRESS: JCI.certrequest@marsh.com																						
<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td colspan="2">24147</td> </tr> <tr> <td>INSURER B :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F :</td> <td colspan="2"></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Old Republic Insurance Company	24147		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																							
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209																							

COVERAGES CERTIFICATE NUMBER: CHI-010547715-02 **REVISION NUMBER:** 4

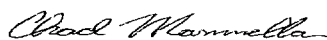
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	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 313947-23	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313946-23 (Excludes New Hamp) MWTB 313949-23 (Primary NH \$250k) MWZX 313950-23 (Excess NH \$4.75mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 313943-23 (AOS - see page 2) MWXS 313944-23 (OH & WA)	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Facilities Planning And M 955 High St Oakland, CA 94601	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 LLC 
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

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 certholder and any other person or organization, BUT ONLY to the extent required by written contract.

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.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

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.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensomatic Asia/Pacific, Inc.; Sensomatic Electronics (Puerto Rico) LLC; Sensomatic Electronics, LLC; Sensomatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Integrated Solutions; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
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.

GL 289 001 1012

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 23	Policy Period 10/01/23 - 10/01/24	Effective Date of Endorsement 10/01/23
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".

GL 289 002 1012



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Roosevelt Middle School Modernization Project	Site	212
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
----------------------	---

Contractor Information

Contractor Name	Johnson Controls Fire Protection, LP	Agency's Contact	Silvestre Cruz				
OUSD Vendor ID #	004981	Title	Project Manager				
Street Address	6952 Preston Ave., Suite A	City	Livermore	State	CA	Zip	94551
Telephone	510-755-5019	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	19101						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-13-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	08-30-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$37,670.00	If New Contract, Total Contract Price (Not To Exceed)	
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
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
9655/9787	Fund 21 Measure Y	210-9655-0-9787-8500-6274-212-9180-9906-9999-19101	6274	\$37,670.00

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.	Executive Director, Facilities Planning and Management	Signature	<i>[Signature]</i>	Date Approved	5.20.24
2.	General Counsel, Department of Facilities Planning and Management	Signature	<i>[Signature]</i>	Date Approved	5/20/24
3.	Chief Systems & Services Officer, Facilities Planning and Management	Signature	<i>[Signature]</i>	Date Approved	5.20.24
4.	Chief Financial Officer	Signature		Date Approved	
5.	President, Board of Education	Signature		Date Approved	