

Request for Proposals (RFP)

from Qualified Providers

for

Notifier Fire Alarm Testing, Cleaning & Reporting Services

Chualar Union School District

Proposal Due: Tuesday, March 4, 2025, end of day (midnight)

Questions/Proposal Packages to: jbranch@colbitech.com

Proposal Form along with all required Proofs of Qualification must be combined into a single electronic file in .pdf format.

Work location:

Chualar School Site: 24285 Lincoln Street, Chualar, CA 93925

View of campus: <https://www.chualarusd.com/general-information/school-map>

System Type: Notifier

Services Required:

Chualar Union School District is seeking a qualified contractor to provide NFPA Fire Alarm Testing and Inspection Services. It is the intent of these services to provide a complete Inspection, Testing and System Evaluation in accordance with these specifications and the requirements of the current NFPA Standards and requirements of this RFP.

It is the intent of this scope of work to provide and comply with the applicable provisions of the current National Fire Protection Association (NFPA) standards. Specifically, the contractor shall comply with all testing methods and frequencies as outlined in the current NFPA standards and shall also coordinate and comply with all local Authority Having Jurisdiction (AHJ) requirements. In addition to the above requirements the Contractor shall comply with all provisions and requirements stated herein.

The initial evaluation, cleaning and report is urgent and time is of the essence. False alarms are a current issue. Any resulting repairs, replacements, or reprogramming are not a part of this proposal process and resulting contract. Any resulting public construction work shall be accomplished by a separate procurement appropriate to the size of the work and as determined and defined by the district. Nothing herein shall preclude the contractor selected for these annual testing and inspection services from proposing or bidding on work determined by the district to be necessary.

Known Scope of System

The school has an NFS2-640 Notifier system with four FCPS (NAC power supplies). The panel has 2 loops: Loop 1 has 48 devices, 14 modules; loop 2 has 129 devices, 34 modules, 27 strobes, 20 horn strobes, and 23 horns.

Should the Contractor identify any deviation to this scope during the performance of the work, a price adjustment, if appropriate and justified, will be considered and if accepted will be confirmed by a contract amendment in writing.

License Required: The Owner will not consider or accept any proposals from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the Contractor shall have a [**Class C-10 and a C-7**] or a [**C-10 and a C-16**] license.

Department of Industrial Relations and Prevailing Wages: Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to propose on, be listed in this proposal, or enter into a contract to perform maintenance or public work must be registered with the Department of Industrial Relations. No proposal will be accepted, nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work**. If awarded a Contract, the Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In proposing on this project, it shall be the Contractor’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under the resulting contract and applicable law in its proposal.

****NOTE – DIR System Temporary Outage:** It is understood that the DIR system is down for maintenance. Contractor shall provide their most recent DIR# even if recently expired. If none, please provide an explanation. If the work exceeds \$15,000, the PWC-100 will be filed by the District as soon as the system is back up. Uploads of required wage records shall begin immediately thereafter for the duration of the contract.

Scope of Work:

1.01 System Evaluation

- a. Contractor is required to inspect the site, provide initial testing and commence cleaning within 10 working days of final signature to any resulting contract. Thereafter, Contractor is required to track and initiate yearly inspections. Contractor shall contact the district’s representative ten (10) days out for scheduling any up-coming inspections after the initial inspection.
- b. Verify system functionality pre- and post-cleaning. Verify system integrity and functionality post testing.

1.02 **Cleaning of Fire Alarm Inputs – Enforced as applicable to the system**

All reasonable care must be taken to protect ceiling tiles and adjacent finishes during cleaning. Contractor is responsible to clean dust and debris left by cleaning activities.

- a. Smoke Detectors: Clean per manufacturer specifications using appropriate methods (e.g., vacuuming, soft brushing, canned air). Perform sensitivity testing where applicable.

- b. Heat Detectors: Remove dust and debris while maintaining factory calibration.
- c. Duct Detectors: Clean sampling tubes and sensors; verify airflow functionality.
- d. Manual Pull Stations: Remove dirt and ensure proper mechanical function.
- e. Beam Detectors & Aspiration Systems: Clean optical components and verify alignment.
- f. Verify strobes are not obstructed with stickers or similar or painted/marked due to vandalism or other cause. Clean if needed and reasonable to do so. If replacement or extensive effort needed to clear the issue, put the unit on the post-testing report.

1.03 System and Device Testing

- a. Every Device and Control function associated with the system shall be activated to assure proper operation and functionality as designed. The testing procedures for the equipment shall also comply with the manufacturer's suggested methods.
- b. The contractor shall perform real time verification during the entire testing procedure for the control panel operation. This shall include but not limit to all responses, indications and labeling as each device is tested without exception. This shall be performed and verified prior to testing of subsequent devices.
- c. Control Panel testing shall include an active test of all device Alarm and Trouble conditions with an itemized report for each event and verification of correct labeling. All input voltages and battery voltages shall be tested for compliance and documented accordingly. Control Panels shall also be tested for correct standby power conditions. Control Panels connected to remote monitoring stations shall be tested for all required reporting activities for each type of device connected to the system and all functionality. **The contractor shall coordinate with the appropriate central station during all testing to prevent dispatch of emergency personnel.** Ensure coordination with the Agency's fire alarm monitoring company to prevent false alarms. Charges for false alarms due to testing/cleaning may be back charged to the Contractor.
- d. All work performed shall be performed after normal school hours and scheduled to prevent disruption to school personnel or activities. School schedule is here: <https://www.chualarusd.com/families/calendar>. Work schedule must be negotiated in advance.
- e. Device testing shall conform to the following as applicable to the site's system:
 - 1. Manual activated Fire Boxes shall be manually activated using the intended method and verified for signal activation. The device shall be verified for correct labeling, correct operation, and correct reporting sequence.
 - 2. Smoke Detectors testing shall utilize an approved method of introducing simulated smoke into the detecting chamber. The device shall be verified for correct labeling, correct operation and correct reporting sequence. Testing with a magnet or other means that does not test the smoke chamber of the device is not acceptable.

3. Heat Detector testing shall utilize an approved method by introducing heat to verify rate of rise condition or by manufactures suggested method. The device shall be verified for correct labeling, correct operation, and correct reporting sequences. Testing with a magnet or other means that does not test the heat element of the device is not acceptable.
4. Supervisory Device testing shall utilize an approved method of manually activating the supervised function as intended to verify the fire alarm system is notified accordingly. The device shall be verified for correct labeling, correct operation, and correct reporting sequence.
5. Notification devices shall be tested independently by activating an initiating device and proper operation. Any site locations lacking audibility shall be specifically noted for suggested corrective action. Each device shall be verified for correct operation and noted for type and location.
6. Control Devices shall be independently activated by an associated initiating device and verified of its intended function. The device locations and function shall be documented accordingly.
7. Proper signal transmission to the appropriate fire/police department for the site shall be verified during testing. Any discrepancies of signals sent and received shall be noted in the inspection report.
8. Any discrepancies of the programming of the FACP panel shall be noted in the inspection report.
9. All batteries shall be tested. Batteries in excess of five years of age must be noted in the inspection report. Batteries where a date cannot be verified should be separately noted in the inspection report.

1.04 Documentation

- a. Upon completion, Contractor shall supply all required and applicable information in hard copy and electronic file format.
- b. Contractor shall provide completed inspection test reports including device types, panel addresses, and location/description information within ten (10) days of inspection completion.
- c. Contractor shall provide complete list of deficiencies and discrepancies found during test with recommendation of proper fixes.
- d. Contractor shall provide a document stating date, time of test, inspector signature, FACP identification information, site, owner information and attach the document inside and adjacent to the alarm panel.

APPLICABLE CODES AND STANDARDS

All work shall comply with the latest editions of:

- NFPA 72 – National Fire Alarm and Signaling Code
- NFPA 70 – National Electrical Code
- California Fire Code
- California Building Code
- Manufacturer specifications for all system components

PROOF OF QUALIFICATIONS REQUIRED OF PROPOSERS

a. The contractor shall comply and **submit the proposal form along with a qualification documentation package** that includes the following information. Failure to submit this information will deem the proposal incomplete/non-responsive and immediately rejected. The requirements are as follows:

1. **Notifier Qualification**: Contractor must provide at least one person on site during testing that is certified as a Notifier Technician. Please provide proof of certification for the person(s) who will be onsite.
2. **NICET**: Technicians must hold NICET Level II (or higher) certification in Fire Alarm Systems. Please provide proof of certification for the person(s) who will be onsite.
3. **Underwriters Laboratories (UL) listing**: Provide listing indicating current status as a UL Listed Central Station Fire Service-Local Service (UUFX-L) Installation Company.
4. **DAS Certification**: Per California codes all individuals involved in the installation or service of the fire alarm system shall hold a valid State of California, Division of Apprenticeship Standards (DAS), Fire/Life Safety Technician Certification. Evidence of DAS certification shall be provided for all employees intending to perform services on this project.
5. **Qualified Firm**: The proposer must show satisfactory evidence that he maintains a fully equipped service organization capable of furnishing adequate inspection, service and maintenance of the system(s).
A company brochure or link to a website with sufficient details or other affirmative statement with supporting information will be considered.
6. **Qualified Single Point of Contact**: The Contractor shall designate one person to act as the project manager having total responsibility for coordination, communications and project technical integrity. This project manager shall have a minimum of five (5) years' experience in fire alarm system inspection, cleaning and installation in California, with at least 2 years of Notifier specific experience. A resume or similar document will suffice, along with their Notifier Technician or Installer certificate.

GENERAL TERMS AND CONDITIONS

1. The Agency reserves the right to reject any or all proposals.
2. The Agency may request additional information or clarifications.
3. The selected firm will be required to execute a contract in compliance with California public procurement regulations. **Form of contract attached for reference.**

4. This proposal is to cover year 1 testing and inspection for the period ending June 30, 2025 (school year 2024-2025) with the right to extend the contract for four (4) additional one-year terms at the discretion of the District.
 - a. Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of proposal and may be extended upon mutual written consent of District and Vendor for up to an additional four (4) one-year periods ("Extended Term") in accordance with provisions contained in the Education Code, Sections 17596 (K-12).
 - b. If parties agree to an Extended Term, the quoted prices in the proposal shall stay in effect during the entire Extended Term. Parties may negotiate a one-time price increase at the beginning of each Extended Term based on the San Jose Area County Consumer Price Index (CPI), under the "ALL ITEMS" category per the unadjusted 12-month period ending the previous December but may never exceed an increase of two percent (2%) from the previous term prices. In no event shall prices set forth in the proposal be raised at any time without written approval by the District.
5. The Contractor shall be required to satisfy the conditions set forth in the contract and Education Code section 45125.2 regarding fingerprinting requirements and student safety prior to permitting any contact with students. Upon award of the contract and before beginning work, the Contractor shall be required to provide a verification of compliance with the student safety provisions of the contract and Education Code section 45125.2.
6. The District reserves the right to reject any or all responses and to waive informalities and minor irregularities in responses received. The District reserves the right to contract work with whomever and in whatever manner, or to abandon work entirely. Before the contract is awarded, the District may at its sole discretion require from the proposed Contractor further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed contract and may consider such evidence before making its decision on the award of such proposed contract.
7. Basis of Selection: The selection shall be based on the lowest base price as long as all minimum qualifications are met.
8. The District reserves the right to reject any or all responses and to waive informalities and minor irregularities in responses received.

Proposal Form on next page

PROPOSAL FORM

To: Governing Board of Chualar Union School District ("District")

From: _____
(Proper Name of Contractor)

No.: _____ L# _____ Exp: _____
Contractor's DIR Registration No. Contractor's CA License No.

The undersigned declares that the Request for Proposal document has been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Document, for the following maintenance work: **Notifier Fire Alarm Testing & Cleaning Services** Year 1 and will accept in full payment for that Work the following total lump sum amount, all taxes included for a sum of:

	,		.	
Dollars				Cents

NOTE: The above price must include the replacement of (3) 1' x 1' tile at no additional cost.

All reasonable care must be taken to protect ceiling tiles and adjacent finishes during cleaning. District reserves the right to include an allowance in the awarded contract to repair or replace ceiling tiles damaged during testing and cleaning activities.

Unit Prices – Year 1:

Remove and replace ceiling tile(s) damaged during testing that exceed the 3 tiles of each type included in the base price. Closest basic match, commonly available. Labor and materials, complete.

1' x 1' per each tile: \$ _____

NOTE: No markups or modifications of this form is allowed. Proposers may provide an attachment describing potential cost-savings measures to the scope outlined herein, along with deductive prices for consideration. This will not be included in the identification of the lowest price, which shall be solely determined by the price provided above as based on the scope of work in this RFP.

General Acknowledgement. The Contractor represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Contractor further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

Furthermore, proposer hereby certifies to the District that all representations, certifications, and statements made by proposer, as set forth in this proposal package, are true and correct and are made under penalty of perjury.

Date (Month, Day, Year)	Proper Name of Contractor/Firm
Signature	Print Name / Title
Street Address	Type of Organization
City, State Zip	Taxpayer's Identification Number
Phone (For communication about this bid)	Email (For communication about this bid)
General/Main Phone	Web Page

If Bidder is a corporation, provide the following:

Name of Corporation: _____

END OF PROPOSAL FORM

DISTRICT LOGO

**AGREEMENT FOR SERVICES
(Non-Construction Contractor Services)**

THIS AGREEMENT is made effective on _____, **202** and it is made by and between _____, hereafter called “Contractor,” and the **Insert** School District, hereafter called “District.”

RECITALS

A. The District desires to obtain the following services and advice:

Insert

B. The Contractor is trained, experienced, qualified, competent, and authorized under State and Federal law as applicable, to provide the services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

1. In consultation and cooperation with the District, the Contractor shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Attachments to this agreement – please check, if applicable:

- Statement of Work
- Proposal / Price Quotation
- Price / Fee Schedule
- Requirements Summary
- Other attachment(s) described as: _____

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

2. The Contractor will commence providing services under this Agreement on _____, **202**, and will diligently, properly and in full compliance perform as required and complete the performance of services by _____, **202**. Time shall be of the essence in the performance of this Agreement. If the Contractor at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Contractor to properly perform under this Agreement, then the Contractor shall immediately notify the **District’s INSERT Department** in writing.

3. The Contractor is an independent contractor and will perform said services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Contractor or between the District and any of Contractor's agents or employees. Contractor is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Contractor and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District since Contractor is operating under a personal services agreement pursuant to Education Code section 45103.1(b)(2) and has only the rights defined by this Agreement. Each party acknowledges that the Contractor is not an employee for state or federal tax purposes or any other purpose.
4. The District will prepare and furnish to the Contractor upon request such existing information as is reasonably necessary for the performance of the Contractor. The Contractor shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
5. The total amount to be paid to the Contractor for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed:
\$ _____

The total not to exceed amount and any hourly rate of the Contractor shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

6. Payment shall be made to the Contractor within thirty (30) days after receipt of an approved and fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Contractor each month.
7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials (regardless of form or medium) produced by Contractor under this Agreement shall be, and remain, the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Contractor under this Agreement.

8. **TERMINATION**

- a. **Termination for Cause:** This Agreement may be terminated by the District upon three (3) days' written notice to the Contractor in the event of a material breach of this Agreement or substantial failure of performance by the Contractor including insolvency of Contractor. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Contractor and replacement Contractor costs shall be deducted from payments to the Contractor. Upon receipt of any notification of termination by the District, the Contractor shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 8.c below, and Contractor shall have no greater rights than it would have had if a

termination for convenience had been effectuated in the first instance.

- b. Termination for Abandonment or Postponement: In the event of a termination based upon abandonment or postponement by the District, the District shall pay to the Contractor for all approved services performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Contractor for approved extra services.
 - c. Termination for Convenience/ Without Cause: This Agreement may be terminated without cause by District upon ten (10) days' written notice to the Contractor. In the event of a termination for convenience or without cause, the District shall pay to the Contractor for all approved services performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Contractor for approved extra services. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Contractor.
9. In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of this dispute, Contractor agrees to continue its work diligently to completion. If the dispute is not resolved, Contractor agrees it will neither rescind this Agreement nor stop the progress of its work, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after all required work has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration. The District agrees to pay the Contractor the undisputed amounts due under this Agreement.
10. The Contractor agrees to and shall hold harmless, indemnify, and defend the District, its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
- a. Workers' Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's Sub-Contractor's employees arising out of Contractor's work under this Agreement;
 - b. General Liability. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the District, or any person, firm or corporation employed by the Contractor or the District upon or in connection with the services covered by this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents, volunteers or independent Contractors who are directly employed by the District; and
 - c. Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the services covered by this Agreement, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

The Contractor, at Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other

proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

11. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverages prior to the commencement of work.

MINIMUM SCOPE OF INSURANCE

- a. Commercial General Liability: For injury or damage that arises out of the other party's use of premises, work, services or products \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
 - b. Business Auto Liability: For injury or damage that arises out of the other party's use of automobiles; should include all owned, hired, rented, leases, or other non-owned autos \$1,000,000 per accident.
 - c. Workers' Compensation & Employer's Liability: Per Statute for Workers' Compensation; Employer's Liability \$1,000,000 per accident, disease and annual aggregate.
 - d. Errors and Omissions/Professional Liability: (If applicable) For financial loss or harm caused to the district that arise out of Contractor's professional services \$5,000,000 per occurrence / \$5,000,000 annual aggregate.
 - e. Cyber Liability: (If applicable) For financial loss or harm caused to the district that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, notification, credit monitoring, breach response costs, regulatory fines and penalties, and infringement of intellectual property \$2,000,000 per occurrence / \$2,000,000 annual aggregate.
 - f. Other Coverage Requirements (If applicable):
Insert (Molestation, Installation Floater, Etc., or Enter "None")
12. The Contractor shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Contractor's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Contractor is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
 13. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
 14. The Contractor shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Contractor represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.

15. The Contractor, if an employee of another public agency, certifies that Contractor 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 performed pursuant to this Agreement.
16. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
 - a. Increase dollar amounts;
 - b. Effect administrative changes; and
 - c. Effect other changes as required by law.
17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
18. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in **Insert** County, California.
19. Contractor shall contemporaneously execute, as a part of this Agreement, the attached "Criminal Records Check Fingerprinting Certification" form and submit it to the District.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONTRACTOR:

 (Signature, Authorized Representative)

Signer's Name: _____

Title: _____

 (SSN or Federal ID number)

 (Telephone)

 (Email Address)

 (Date)

DISTRICT:

Insert School District
 Address
 City, State, Zip

 (Signature, Authorized Representative)

Name

Title

Department

 (Date)

District Board of Education Approval Date:

Attachment or Exhibits(s): **INCLUDE SOW OR EXHIBITS AS NEEDED FOR SERVICES**

DECLARATION OF WORK

DISTRICT LOGO

To the Governing Board of the **Insert** School District:

I _____, acknowledge and certify as
(Name of Contractor)
follows:

Checkbox the following that applies:

- Will be working individually with students “unsupervised”
- Will be working individually with students under “direct site supervision”
- Will be working individually with students under “parent/guardian/family member supervision”
- While on location, will “not be working with any students”

* If Contractor is working with students, Contractor is required to comply with molestation insurance coverage requirements and complete and submit the Criminal Records Check Fingerprinting Certification Form and Criminal Records Check Form below and comply with all requirements set forth therein.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in the city of _____, California, on _____ / _____ / _____

Business Name (if applicable)

Address

Printed Name of Authorized Signer

City, State, Zip

Title of Authorized Signer

Telephone

Authorized Signature

E-Mail Address

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

EDUCATION CODE SECTION 45125.1

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

PENAL CODE SECTION 667.5(c)

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

PENAL CODE SECTION 1192.7

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a nominate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

The contractor shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

CRIMINAL RECORDS CHECK FINGERPRINTING CERTIFICATION

DISTRICT LOGO

To the Governing Board of the **Insert** School District:

I _____ (Name of Contractor), acknowledge and certify as follows:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (“Notice”) (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) and provide written proof of clearance to the District.
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI which has been provided to the District.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on ____/____/____

Business Name (if applicable)

Address

Printed Name of Authorized Signer

City, State, Zip

Title of Authorized Signer

Telephone

Authorized Signature

E-Mail Address

CRIMINAL RECORDS CHECK EMPLOYEE / VOLUNTEER LIST

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

Use additional copies of page as needed

Name of Contractor: _____

Name of Employee or Volunteer	Position

IMPORTANT! *Changes to the criminal status of anyone listed on this form must be reported immediately.*