



**Mt. San Antonio College
1100 N. Grand Avenue
Walnut, CA 91789**

**Request for Proposals
for
Debt Collection Services
RFP #2995**

Issued: October 2014

Due: December 16, 2014 – 2:00 pm

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1.0 General Information

1.1 Purpose

Mt. San Antonio College is seeking proposals from contractors to provide collection services for Federal Perkins Loans, Nursing Loans, Institutional Loans, Tuition/Fees, and other Accounts Receivable. This request for proposal (RFP) provides interested contractors with sufficient information to prepare and submit proposals detailing the services, which they can provide.

The contract may be used by the following departments, campuses and associated institutions:

- Mt. San Antonio College, Fiscal Services Department
- Mt. San Antonio College, Auxiliary Services

Description of Mt. San Antonio College

Mt. San Antonio College is among the largest of California's 112 community colleges. The District is a single-campus California community college district that currently serves approximately 60,000 credit and non-credit students. Located in the city of Walnut, Mt. SAC serves nearly 20 communities and a million residents in the San Gabriel Valley. Since the College opened its doors in 1946, Mt. SAC has provided quality and affordable educational opportunities to more than a million students of all ages. Today, the College offers more than 200 degree and certificate programs and has earned statewide and national distinction in a number of disciplines. Our alumni have distinguished themselves in both the private and public sectors.

Additional detailed information about the College is available at <http://www.mtsac.edu/about/>

1.2 Scope of RFP

This Request for Proposal (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which Mt. San Antonio College intends to govern the relationship between it and the selected vendor.

1.3 Definition of Parties

Mt. San Antonio College will hereinafter be referred to as the "College." Respondents to the RFP shall be referred to as "bidder(s)." The bidder(s) to which the College awards contract(s) shall be referred to as the "contractor(s)."

1.4 Issuing Office

The Issuing Office is the Purchasing Office and is the sole point of contact for this RFP. The contact person is:

Contact	Teresa Patterson, Manager, Purchasing
Institution	Mt. San Antonio College
Address	1100 N. Grand Ave. Walnut, CA 91789
Phone	(909) 274-5512
Fax	(909) 274-2025
Email	tpatterson@mtsac.edu

1.5 Communication with the College

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.mtsac.edu/purchasing/. It is the responsibility of all bidders to check the web site, or contact the Purchasing Department, before submitting a response to ensure that they have all pertinent documents. The College will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries about this RFP must be submitted by email, to the contact named above by December 1, 2014 at 2:00 p.m.

The College will respond to written inquiries no later than close of business on December 5, 2014.

1.6 RFP Schedule*

Event	Date
RFP Issued	November 10, 2014
Bidders Conference	November 20, 2014 – 2:00 p.m.
Questions Due	December 1, 2014
Release of Answers to Bidder's Questions	December 5, 2014
Proposals Due	December 16, 2014
Proposal Review Period	December 16, 2014 - January 9, 2015
Pre-Award Presentations, if any	January 22, 2015
Award Announcement/Notification (planned)	March 2015
Contract Begin (planned)	July 1, 2015

Event	Date
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*Dates are subject to change.

1.7 Bidders Conference

There will be a mandatory bidder’s conference. Attendance is required to be eligible to submit a Proposal.

When	November 20, 2014 – 2:00
Where	Mt. San Antonio College Building 4, Room 2460 1100 N. Grand Avenue Walnut, CA 91789

1.8 Confidentiality:

The College must adhere to the provisions of the California Public Records Act. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by law, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to public inspection.

All reasonable steps will be taken to ensure the privacy of vendors. Vendors will mark any confidential or proprietary information as such in their proposals. Proposals will be circulated among the evaluation committee only.

All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District’s option and at the bidder’s expense. The Original Copy shall be retained for official files and will become public record after award of a contract, if any. However, confidential financial information submitted in support of the requirement will be returned upon request.

1.9 Restrictions on Lobbying and Contracts.

During the period beginning on the date of the issuance of this RFP, and ending on the date of the award of the contract, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person (or entity) shall contact through any means or engage in any discussions regarding this RFP, the evaluation or selection process, or the award of the contract with any member of the District, Board of Trustee, or member of the evaluation team. Any such contact shall be grounds for the disqualification of the Proposer.

1.10 Costs of Preparation

Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.11 Proposal Understanding

By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.12 Proposal Validity

Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.

1.13 Non-Responsive Bids/Proposal

The College will not consider non-responsive proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.

1.14 Presentations

The committee may, at their discretion, request pre-award presentations from the finalists. The date, time, place and contact for these presentations will be provided at the time of request.

1.15 Evaluation Procedures

The evaluation committee will review all proposals. Committee members will independently score each proposal according to the scoring matrix provided below. The committee will award contract(s) to the agency(ies) providing the best value to the College.

1.16 Evaluation Criteria and Points

The following table outlines the evaluation criteria and maximum points to be scored.

Evaluation Criteria Points

Section	Maximum Points
Company Qualifications and Experience	10
Staff Qualifications and Experience	10
Collection Services & Methodology	15
Compliance	10
Technology	10
Cost	10
References	10
Historical Performance	10
TOTAL	85

1.17 Award of Proposal

The College reserves the right to waive minor irregularities. The College reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the College. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part.

1.18 **Contract Term**

The contract term will be for one (1) year, from July 1, 2015 to June 30, 2016. The contract may be renewed for up to four (4) additional one (1) year terms for a maximum of five (5) years, upon mutual consent of the parties.

1.19 **Number of Contractors**

The College intends to award a contract to two (2) contractors. However, the College may select more/fewer vendors based on the Evaluation Committee's decision.

2.0 **Statement of Work**

2.1 **Scope of Work**

The contract resulting from this RFP will be for the collection of delinquent:

- Account Receivable as a result of Financial Aid over payment (i.e. Pell Grant)
- Tuition receivable accounts including past due fees (i.e. non-resident tuition)
- Miscellaneous accounts receivable (fees, short-term loans, payroll, etc.)

Services included in this contract may include:

- Skip tracing
- Researching debtor assets
- Contacting debtors by phone and mail
- Negotiating payments
- Litigation
- Credit bureau reporting
- Related activities required for verifying and collecting accounts

2.2 **Contingency Fees**

Contractor shall be paid on a contingency fee basis.

2.3 **Collection Cost**

The College will, at its discretion, calculate and add applicable collection costs to accounts on an individual basis. These costs will be added or assessed after legal review by the College of the appropriateness of these charges. Collection costs will be determined by the provisions of the Promissory Note and regulations applicable to the type of debt being collected as stated in the federal regulations and/or controlling state law (choice of law clause). For non-federal accounts, (e.g. tuition debts, institutional loans or receivables) only accounts which have an express signed, written agreement (i.e., Promissory Note) between the College and the debtor containing language authorizing addition of such charges shall be considered eligible for addition of collection cost charges. The College further authorizes the Contractor to update monthly, the collection costs associated with the accrual of additional principal, interest or late charges.

3.0 Proposal Preparation

3.1 Due Date

Proposals are due in the Purchasing Department, Mt. San Antonio College, Building 4, Room 1385 by December 16, 2014 at 2:00 pm. Late proposals will not be accepted.

3.2 RFP Delivery

The bidder is responsible for ensuring delivery to the designated recipient by the due date. The College assumes no responsibility for delays caused by any package or mail delivery service.

Faxed proposals will not be accepted. Deliver the completed proposal in a sealed package, clearly marked with the RFP name and number on the outside of the package to:

Contact	Teresa Patterson, Manager, Purchasing
Institution	Mt. San Antonio College
Address	1100 N. Grand Avenue Walnut, CA 91789
Phone	(909) 274-5512

3.3 Submission Format

Submit one (1) original (with ink signatures) and six (6) identical copies of your printed proposal; label these "ORIGINAL" and "COPY". In addition, provide one (1) complete electronic copy of your proposal, in PDF format, via CD, or USB.

The envelope/package must be clearly identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #2995 – Debt Collection Services

Submissions shall be on standard 8.5 x 11 letter-sized paper and be unbound. Where possible, all materials submitted should be fully recyclable.

3.4 Required Forms and Cover Letter

An individual legally authorized to bind the company must sign the bidder's cover letter and all required forms. These following forms must be submitted with the bidder's response:

- Attachment 1 – Statement of Compliance
- Attachment 2 – Terms and Conditions
- Attachment 3 – Non-Collusion Declaration

4.0 Information Required from the Bidder

Provide concise narrative responses to the following requirements in the same sequence as outlined below. Clearly address any differences between the RFP requirements and your proposed services. Bidders who cannot meet a requirement may offer an alternative when appropriate.

4.1 Company Overview

- 4.1.1 Provide a brief history of the company including years in business.
- 4.1.2 Describe company ownership and corporate structure.
- 4.1.3 Describe all types of business lines currently offered.
- 4.1.4 Describe the company's experience specific to student loan and accounts receivable collections; including, but not limited to:
 - Experience collecting for higher education institutions, including the number of current higher education clients.
 - Experience collecting for higher education institutions in California.
 - Percentage of the company's business comprised of educational accounts.
 - The company's success rate (recovery) collecting for similar clients.
- 4.1.5 Please indicate the company's ability to collect in all 50 U.S. states and beyond. Include a complete list of the company's licenses.
- 4.1.6 Discuss the company's financial stability and provide a copy of the company's most recent audited financial statements.
- 4.1.7 List all office locations and specify which location(s) will serve the College.

4.2 Personnel and Staffing

- 4.2.1 Provide the name and contact information for a single staff member responsible for communications and negotiations regarding this proposal.
- 4.2.2 Discuss the project management team to be assigned to the College including:
 - Names, titles, functions and relevant experience of key managers.
 - A description of the collection team who will be working the College's accounts, including number of dedicated collectors.
- 4.2.3 Describe your company's hiring policies and training program.

4.3 Client Services

- 4.3.1 Identify the staff members who will be responsible for handling the College's inquiries, including:
 - Names, titles, functions and relevant experience of key contacts available to the College on a daily basis.

- Hours of operation and toll-free number.
- 4.3.2 How will the company ensure adequate communication between itself and the College?
- 4.3.3 Describe the company's standard reports and ability to provide custom reports. Include samples.
- 4.3.4 Describe any web-based services available to the College and its debtors.
- 4.3.5 Describe any training opportunities provided by your company for the College staff.
- 4.3.6 Explain any value-added services offered to clients.

4.4 Project Management

- 4.4.1 Provide a contract implementation plan. What is the earliest date the company will be able to accept accounts?
- 4.4.2 Describe account placement options.
- 4.4.3 Describe the company's proposed collection methods and procedures, including but not limited to:
- Customer service philosophy
 - Collection methodology/strategy
 - Locating debtors (skip tracing)
 - Collection notices (include samples)
 - Contacting debtors by phone (include scripts)
 - Negotiating payment arrangements
 - Litigation [if permitted]
 - Credit bureau reporting [if permitted]
 - Determining accounts uncollectible
 - Close and return procedures
- 4.4.4 Describe any special services the company provides to remedy Federal Perkins Loan accounts such as special cohort or rehabilitation programs.
- 4.4.5 What additional services does the company offer that add value for debtors?
- 4.4.6 How does the company document debtor contacts? How does it monitor collector performance and compliance?
- 4.4.7 How does the company ensure quality control throughout its operations? Describe the processes, procedures, and measurements utilized.

4.5 Compliance

- 4.5.1 Explain how the company adheres to the Fair Debt Collection Practices Act (FDCPA) and all other laws, regulations, and ordinances.
- 4.5.2 Describe your complaint handling procedures.

4.6 Technology

- 4.6.1 Describe the company's in-house information technology resources and support. Include details on system hardware, software, and staffing.
- 4.6.2 Describe the company's telephone system and capabilities. Include details on system hardware and software.
- 4.6.3 Describe information security including overviews of the company's Information Security Policy and Disaster Recovery Plan used to protect confidential information.
- 4.6.4 Describe the technology to be used for transmitting files between the District and Contractor and for transmitting payment. In addition, the file formats for files being received and/or transmitted (i.e. csv).

4.7 Cost Proposal

- 4.7.1 Provide the company's contingency fees as a percentage of funds recovered. Provide rates for first placement accounts, second placement accounts and litigation accounts for each debt type.
- 4.7.2 How does the company handle collection costs?

4.8 References

- 4.8.1 Provide three (3) current clients with needs similar in size and scope to the College. Include:
 - Institution name
 - Contact
 - Address
 - Email address
 - Telephone number
 - Dates of service
 - Description of service

4.9 Additional Information

- 4.9.1 Describe the extent of involvement with collections for educational organizations and explain how these affiliations further the company's work and add value for clients.
- 4.9.2 What sets this company apart from the competition?
- 4.9.3 Describe any additional services that will add value for the College.

4.10 Exceptions

Provide a detailed list and explanation of exceptions, if any, that the company takes to the terms and conditions of this RFP.

4.11 Sample Contract

Provide a copy of your standard contract.

Attachment 1

Statement of Compliance Debt Collection Services (RFP #2995)

Sealed Proposals: All proposal sheets and this original acknowledgement form must be executed and submitted under sealed cover. The face of the cover must contain, in addition to the address, the date and time of the proposal opening and the proposal number. All proposals are subject to the conditions stated within the RFP. Proposal must contain a manual signature of authorized representative in the space provided below. **Proposals must be typed or printed in ink.** Use of erasable ink is not permitted. All corrections made to the attached proposal must be initialed. The company name must appear on each page of the proposal. Each page of the proposal must be sequentially numbered. Proposals that do not follow the outline in the section titled Submission Format, or proposals submitted with incomplete information, may be considered non-responsive and lead to disqualification. One original and four (4) unbound copies of the proposal must be provided.

The undersigned, an officer of the company authorized to bind the company to an agreement, certifies that the aforementioned company agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the RFP and any addenda, in the event of an award.

I certify by my signature below that I have been given Mt. San Antonio Community College District's RFP #2995, including specifications and materials that summarize the terms and conditions of the Debt Collection Services Proposal.

Firm Name: _____

Firm's Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Printed Name/Title

Signature

Acknowledgement Statement must be completed and submitted along with the RFP, otherwise bidders submission will be considered non-responsive.

Attachment 2

Terms and Conditions

1. License

Contractor must be licensed to collect accounts in the State of California. In addition, Contractor must be able to collect accounts throughout the United States.

2. Service

Contractor must realize that its ability to provide comprehensive services to meet the needs of the College will be a prime factor in the selection of a company to supply these services.

3. Adequate Facilities

Contractor must own and operate adequate facilities and equipment devoted to performance so that the end product conforms to the intent of the Proposal specifications. Contractor must be able to accept accounts as of the first day of the contract. Contractor must make initial contact with debtor within five (5) days of account placement by the College.

4. Quality Control

Contractor must exercise strict quality control and inspection in every aspect of performance of the services.

5. Single Point of Contact

Contractor shall appoint one representative who will have responsibility and authority for the College's accounts. This individual must be available on a daily basis to answer questions and act as a liaison between the College and the collections department.

6. Fidelity Bond

Contractor must maintain a fidelity bond in the amount of no less than \$1,000,000 to protect the College's assets. The bond must be obtained from an insurance company licensed to conduct fidelity business in the home state of the Contractor and which has earned an A.M. Best Company, Inc. Rating of A or better as reflected in their most current publication. The Contractor must agree to maintain such bond until one year after the completion of the contract. Contractor will provide proof of such bond upon request by the College.

7. Indemnification

Contractor must agree to indemnify, defend and hold harmless the College, its officers, agents, and employees from and against any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use

of any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the College or the failure of the College to use the services in the manner already and permanently described by the Contractor on the services delivered.

8. Federal Regulations

Contractor shall provide collection services in accordance with the most recent applicable Federal regulations. The personnel of the Contractor who handle collection efforts shall be knowledgeable of and comply with the most recent applicable Federal regulations, guidelines, and policy interpretations governing the Federal loan programs.

9. Third Party Servicer

Contractor shall be responsible for compliance with the regulations governing third-party servicers and additional accountability requirements as stated in 34 CFR Section 668.25. Contractor, as a third-party servicer, will assume joint and several liability with the College for any violation by Contractor of any statutory or regulatory provision applicable to Title IV programs.

10. Insurance

Contractor shall maintain insurance policies with an agency that maintains an "A" rating and is licensed to do business in all states. Contractor shall maintain insurance policies for the duration of the contract. Contractor shall provide proof of such coverage to the District (including a copy of all additional insured endorsements that amend the policy) and shall include the Endorsement naming the District as additional insured on all certificates except that for Worker's Compensation. At a minimum, the Contractor must maintain insurance in the following amounts:

General Liability Insurance	\$2,000,000 aggregate, \$1,000,000 ea. occurrence
Excess Liability Insurance	\$5,000,000
Errors and Omissions (Professional Liability)	\$2,000,000
Employee Fidelity Bond	\$1,000,000
Workers' Compensation	As required by statutory limits

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.

Coverage required under this contract shall not be canceled or non-renewed without 30-days prior written notice from Contract to the District.

11. Threats, Intimidation, Harassment

Contractor shall not under any circumstances, use any threats, intimidation, harassment, or any unfair collection practices in the collection of accounts or violate any guidelines established by Federal, state, and local laws, regulations, and rules affecting the work and shall maintain all required protection for property, employees, and public.

12. Acceptance of Accounts

Contractor agrees to accept for collection all accounts, which the College refers to the Contractor for collection. The number and origin of these accounts shall be determined by the College.

13. Acknowledgement of Accounts

Contractor shall acknowledge the College accounts received by Contractor for collection. Contractor shall transmit this acknowledgment no later than seven (7) business days after accounts are referred to Contractor.

14. Retention Period

Accounts with no collections shall remain with the Contractor for no longer than 12 months. For Perkins accounts, if the collection firm cannot convert the account to a regular repayment status by the end of 12 months (or if the borrower does not qualify for forbearance, deferment, or cancellation), the College has two options: 1) to litigate or 2) make a second effort to collect. A second effort to collect requires the use of a different collection firm. The Contractor will be entitled to the collection fee if payment is made within 60 days of the return, provided the account has not, in the interim, been assigned to another Contractor or attorney.

15. Suspend Action

Contractor agrees to suspend action, either temporarily or permanently on any account referred for collection upon notification by the College.

16. Repayment Agreement

Upon request by the College, the Contractor shall obtain signed repayment agreements from the defaulter.

17. Cohort Accounts

Contractor will process Perkins cohort accounts in a separate unit designed to cure the accounts and lower the College's cohort default rate.

18. Legal Action

Legal action will be pursued when all other collection efforts are unsuccessful. Contractor must receive written authorization by the College prior to its filing suit on any account. Reasonable asset location will be performed to satisfy judgment.

Commission rate shall convert to legal rate only when the account is placed with an attorney.

19. Reports

Contractor shall provide the following reports by the 10th working day of each month for the prior calendar month:

- Status report on all accounts
- List of accounts closed and returned
- New address report
- Remittance statement itemizing the collections on each account
- Analysis of the overall collection performance of the Contractor

Reports must be submitted via csv or Excel to be included in our student accounts receivable module.

20. Method of Payment

The Contractor shall remit to the College all monies received during the previous month by the 10th day of each month, accompanied by a remittance statement itemizing the collections on each account through the end of the previous month.

21. Prior Efforts

No collection fees shall be paid to Contractor on accounts, which are paid prior to any collection efforts being performed by Contractor.

22. Record Retention

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the College, whichever is sooner. The College shall have full access to and the right to audit all materials for the duration of the contract and for the five years after final payment, or until final audit is completed by the College, whichever is sooner.

23. Renewal of Contract

This contract may be renewed by the College upon written agreement of both parties after expiration of the initial term for up to four (4) additional one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

24. Termination of Contract

The College may terminate the contract resulting from this Proposal at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this Proposal solicitation and the resulting contract, or without cause, upon 30 days written notice.

25. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the College. In the event the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the College the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Attachment 3

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA)
COUNTY OF _____)

RFP NO.: 2995
PROJECT: Debt Collection Service

I, _____, being first duly sworn, deposes and says that I am the
(Typed or Printed Name)
_____ of _____, the party submitting
(Title) (Bidder Name)
the foregoing Proposal ("the Bidder"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)