



REQUEST FOR PROPOSALS

PROJECT MANUAL

RFP# 27.003

COUNSELING ENRICHED
SPECIAL DAY CLASS PROGRAM PARTNERSHIP

RFP DUE DATE, TIME AND LOCATION:
Tuesday, November 17, 2027 at 11:00 A.M.

Issued By:
HAYWARD UNIFIED SCHOOL DISTRICT
Purchasing Department
24411 Amador Street
Hayward, California 94544

NOTICE INVITING PROPOSALS
RFP #27.003 Counseling Enriched Program Partnership

Notice is hereby given that the Hayward Unified School District (hereinafter referred to as “District”), is inviting qualified service providers to submit proposals for:

Request for Proposals RFP # 27.003 Counseling Enriched Program Partnership (Special Day Class Program)

Proposals shall be sealed and **clearly marked RFP # 27.003 Counseling Enriched Program Partnership** and received up to, but no later than **11:00 a.m. PST on November 17, 2026.**

Proposals shall be received at: Hayward Unified School District - Purchasing Department 24411 Amador Street Hayward, CA 94544

All proposals shall be made on form(s) furnished by the DISTRICT. Proposals must conform with and be responsive to the contract documents, copies of which are on file and accessible on our website at <https://www.husd.us/departments/purchasing/active-bids-proposals>

All questions regarding the RFP shall be submitted in writing to Victoria Coronado, Purchasing Manager via email to vcoronado@husd.k12.ca.us no later than **10:00 A.M. Friday, November 6, 2026.**

Proposals will be opened at the above stated time and place; however, no commitment will be made at that time until all proposals are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposals may be rejected. Submitters must comply with the instructions contained in the proposal package. It shall be the full responsibility of all submitters to ensure that sealed proposals are delivered to the above office by the time and date stated. *Facsimile (FAX) copies or E-mail of the bid will not be accepted.* The District will not be responsible for late deliveries by U.S. mail or any other means.

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any proposal or in the proposal process. No bid proposal, or any portion thereof, may be withdrawn for a period of ninety (90) days after opening.

Publication Dates: 10/23/26 and 10/30/26

SCHEDULE OF IMPORTANT DATES

Scheduled Activity	Dates
RFP Advertised - 1st Advertisement	Friday, October 23, 2026
RFP Advertised - 2nd Advertisement	Friday, October 30, 2026
Deadline for Request for Information (RFI) Send to vcoronado@husd.k12.ca.us	Friday, November 6, 2026 @ 10:00am
RFI clarifications posted	Tuesday, November 10, 2026 @ 11:00am
RFP Due Date/Time	Tuesday, November 17, 2026 @ 11:00am
Interview of Finalists (if needed)	TBD
Award Contracts	On or about December 16, 2026

Request for Proposal (RFP)

RFP 27.003 Counseling Enriched Special Day Class Program Partnership

PROPOSAL INSTRUCTIONS AND CONDITIONS

1. Description of Service

HUSD is seeking an in-school therapeutic program to support students with significant emotional and behavioral challenges in need of intensive therapeutic services. The contracted services provider shall provide mental health services (and possibly additional supplementary services) that support students enrolled in accessing their free and appropriate public education. Currently the District is seeking partnership for 5 classes - 2 elementary, 1 Middle School and 2 High School programs.

2. Proposal Outcomes

The selected entity will be required to sign a general services agreement prepared by the District.

3. Limitations

This RFP is a formal request for proposals, which may result in a contract with any party responding to this RFP. This RFP does not commit the District to award a contract or to reimburse any proposer for costs incurred in submitting a proposal. The District, in its sole discretion, reserves the right to: reject any or all proposals submitted, choose any combination of proposals, interview any, all, or none of the proposers, negotiate with any proposer, extend the deadline to submit a proposal, or amend or cancel in part or in its entirety this RFP. All documents submitted in response to this RFP shall remain the property of the District and may be subject to disclosure under the California Public Records Act.

4. Proposal Requirements

Proposers shall respond to each item noted below, within the specific format described. Please be concise in your responses and limit responses to relevant information. Each proposer must submit one (1) hard copy and one (1) electronic copy on a flash drive.

4.1 Cover Letter and Letter of Interest

Maximum of two pages. Must include name of the proposing entity, address, telephone number, fax number, e-mail address, name of principal to contact, license(s), if any, and professional designations and affiliations. The letter must be signed by a representative of the proposing entity with authorization to bind the entity by contract.

4.2 Executive Summary

The Executive Summary should provide a summary of the key features of the qualifications of the Proposer and its experience in providing in-school mental health services to students in California public schools.

4.3 Organization, Credentials and Background

Provide a brief history of the entity, submittal to include:

- Number of years in business
- Location of office which will perform the work
- List of basic services provided
- List of additional services provided by entity

4.4 Relevant Experience

Proposer should provide a list of engagements involving relevant school district work. Please include the following information:

- Client/District name
- Year retained and current status
- Services provided

4.5 Project Team

Identify the following key team members and provide their qualifications.

Personnel identified are expected to be involved throughout the term of services and may not be changed without the approval of the District.

4.6 Client Satisfaction and References

Provide responses to the following questions:

- Has your entity ever been terminated or replaced by another entity during any school district related engagement?
- Has your entity or personnel ever been the subject of a disciplinary proceeding by any California state licensing board or other State agency? Please explain in detail the nature and outcome of the proceeding.
- Has any license of your entity or personnel ever been suspended or revoked? Please explain in the detail the nature and outcome of any suspension or revocation.
- Has your entity or personnel ever been involved in a lawsuit related to services provided by your entity or personnel? Please explain in detail.

- Provide a list of at least five (5) educational client references for whom your entity has provided similar services to those described in this RFP. For each client provide the following information:
 - School district name and address
 - Contact name and phone number
 - Services provided
 - Date services were completed

4.7 Financial Stability

Proposer is to provide a statement of the proposer's financial ability. Additionally, the proposal should include answers to the following inquiries:

- Is the proposer a subsidiary of, or affiliated with, any other corporation, corporations, partnerships or firms? If so, please specify. If the proposer is a subsidiary, please indicate the extent to which the parent entity will guarantee performance of the subsidiary.
- Has the proposer or its officers, principal members, shareholders or investors, or any of its parent, subsidiary, or affiliated entities or other interested parties been adjudged bankrupt, either voluntarily or involuntarily, within the past ten years? If so, please explain the circumstances.
- Is there any pending litigation against the entity or its officers, principal members, shareholders or investors, or any parent, subsidiary or affiliated entities or other interested parties, other than minor personal injury suits involving claims under \$100,000.00? If so, please explain the nature of the litigation and its procedural status.

4.8 Fee Structure

The proposed fee structure shall state any fees and costs the District may anticipate relating to the Scope of Work described herein, and if structured as hourly fee work, the names and hourly rate of each person providing the services.

Technical Criteria

Description of Service

HUSD is seeking an in-school therapeutic program to support students with significant emotional and behavioral challenges in need of intensive therapeutic services. The contracted services provider shall provide mental health services (and possibly additional supplementary services) that support students enrolled in accessing their free and appropriate public education from August 2027 through June 2030. Currently the District is seeking partnership for 5 classes - 2 elementary, 1 Middle School and 2 High School programs.

HUSD seeks a provider(s) for the following services:

Comprehensive Therapeutic Programming will include:

- Clinical services through full-time licensed mental health counselors for students with significant emotional and behavioral challenges
- Therapeutic modalities that include family therapy, individual therapy, group therapy, along with milieu support within the classroom setting
- Specialty protocols for self harm, harm to others, school avoidance and neurodiverse students
- Case management of assigned students across multiple classrooms. Classroom enrollment of no more than 13 students. Treatment length will be reviewed annually per each student's Individual Education Program
- Evidence of ongoing implementation, data cycles, intervention changes, and continuous improvement cycles.
- Submission of Medi-cal reimbursement independent of the District and explore avenues for CYBHI (and other available means of) reimbursement for students eligible for any such reimbursement.

Student Services will include:

- Comprehensive mental health assessments
- Intake and evaluation services on newly referred students
- Therapeutic goals and progress monitoring through the Individual Education Program process
- Weekly individual therapy
- Daily group therapy that includes a psychoeducational component geared towards pro-social behaviors
- Development of structured safety and crisis management procedures

- Crisis intervention and documentation of Behavioral Emergency Reporting
- Collaboration with behaviorist, and support Behavior Intervention Plan implementation
- Evidence-based protocols for treatment, student management, crisis intervention, and substance abuse for students enrolled in the program
- Monitoring of students during unstructured times (lunch, recess, passing periods)
- Extended school year programming during the summer
- Service documentation for each student in a comprehensive medical record, in accordance with appropriate professional standards. Each record will include at a minimum weekly progress notes of services provided, the names of students receiving the services, date, time and location of services provided and names of the professional staff providing the service, all as applicable, within the context of a detailed treatment plan.

Parent/Caregiver Services will include:

- Ongoing contact with parents/caregivers via email and phone
- Parent education sessions on how to best partner with personnel in support of their student. This could include engagements such as family/caregiver therapy, monthly newsletters, and/or group support classes.

Leadership Collaboration will include:

- Administrative support for program staff
- Coordinate with school administration on matters concerning students, staff, and families
- Participation in IEP meetings with relevant, up-to-date data on student progress and plans
- Meet regularly with school staff to review student progress including planning and debriefing meetings, including coordination of services team (COST), IEP meetings with the case managers to ensure compliance and that the accommodations, modifications and services outlined in IEP can be met, etc.
- Program scheduling of services within the school class calendar, and block schedule, in collaboration with school staff

Real-Time Data on Student Outcomes will include:

- Robust reporting capabilities
- Quarterly metrics measuring changes in grades, disciplinary incidents and attendance for participating students, along with out-of-district placement retention data
- Detailed service reports for IEPs and Medical billing

Management Criteria:

Business Management

Highly Qualified Mental Health Team and Supervision will include:

- (1-2) full time licensed mental health counselors
- Counselors knowledgeable of research-based interventions and mental health programming
- Rigorous supervision with qualified personnel
- Quality management oversight system to ensure consistency with IEP and privacy requirements, monthly monitoring of goal progress via data collection and analysis
- Properly credentialed staff according to the appropriate state regulatory standards. All staff credentials are verified, and annual verifications are conducted to ensure ongoing compliance.
- Conduct performance evaluations and ensure that staff are meeting expectations

Qualifications and Relevant Experience

Experience, Outcomes, and Efficacy will include evidence of :

- Success that includes student improvement with grades, discipline and attendance
- Broad and deep experience as a leader in school-based mental health
- Delivering services to schools and districts across the country over a period of time of a minimum of 10 years
- Successful work with students and parents/caregivers within the district or similar districts
- Successful implementation based on student data

Talent Acquisition Capabilities will include:

- Demonstrated talent acquisition/staffing proficiency
- Rigorous, ongoing professional learning for staff
- Defined practices that support employee retention
- Defined Diversity, Equity, Inclusion, and Accessibility (DEIA) practices that are regularly assessed as related to the delivery of services in a school based setting

Evaluation Criteria

Responses will be evaluated using the same criteria. Responses will be evaluated by evaluation committee members who will assess and rate Responses based on the criteria outlined in this RFP. The evaluation criteria will be used to evaluate the written responses and/or presentations (if any). Responses that fall within the competitive range may be considered for contract award. Respondents should provide clear, concise information, with sufficient detail to allow for evaluation based on the evaluation criteria.

The evaluation criteria are assigned specific weights, with a maximum total of one hundred (100) points per Response. Responses that do not achieve a minimum score of seventy (70) percent of the total points available will not advance in the selection process.

The following table provides the specific point distribution by criterion:

Evaluation Criteria	Points
Technical Criteria Description of services Comprehensive Mental Health Programs Programming Student Services Parent/Caregiver Services Strong Relationships with School and District Leadership Real-Time Data on Student Outcomes	Maximum 40 points
Management Criteria Business management (20) - Highly Qualified Mental Health Team and Supervision Qualifications and relevant experience (20) - Experience, Outcomes, and Efficacy - Talent Acquisition Capabilities	Maximum 40 points
Cost Criteria	Maximum 20 points
Total Points	100

Following evaluation, the Evaluation Committee may conduct interviews with any Respondent(s), allowing for re-evaluation and re-scoring of Responses. Respondents must agree to participate in interviews and/or respond to supplemental questions as necessary.

Hayward Unified School District may direct negotiations with the highest ranked Respondent, negotiations with multiple Respondents, and/or may request best and final offers. The discussions may include price and conditions attendant to price. Each Respondent agrees that its Response

shall constitute a firm offer that it is bound to, and that Hayward Unified School District may accept for at least one (1) year after the closing of this solicitation.

Hayward Unified School District always reserves the right to terminate or suspend negotiations and may begin negotiations with other Offeror(s).

Submit proposals and questions to:

**Victoria Coronado via email vcoronado@husd.k12.ca.us
Purchasing Manager
Hayward Unified School District**

Other Requirements and Expectations for Proposals

A. Summary of Contact Terms, Conditions, and Requirements

The contract recipient shall be required to comply with this Request for Proposal, RFP 27.003 Counseling Enriched Program Partnership, and the terms and conditions required by the original funding source for the programs/services described by this RFP and the standard terms and conditions of Hayward Unified School District, including all exhibits incorporated therein. The Contract contains specific provisions including, but not limited to, nondiscrimination in hiring and in providing services, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, and assignment. By submitting a proposal, the applicant agrees to be bound by all terms and conditions of Hayward Unified School District's General Services Agreement and its exhibits.

B. Insurance

Hayward Unified School District requires that all contractors carry \$1,000,000 in liability insurance (\$2,000,000 aggregate). Hayward Unified School District must be named as additional insured, and specific language must be included on the signed endorsement to the policy. The required insurance coverage requirements are specified below. It is strongly suggested that applying entities be certain of the ability to secure this insurance and verification before submitting a proposal.

Recommended Coverage	Per Occurrence/Aggregate Limits	Certificate of Insurance	Additional Insured	Waiver of Subrogation
General Liability	\$1,000,000 / \$2,000,000	X	X	X
Automobile Liability	\$1,000,000	X		X
Workers Comp	Statutory / \$1,000,000	X		X
Cybersecurity & Privacy Liability	\$1,000,000 / \$2,000,000	X		
Professional Liability	\$1,000,000 / \$2,000,000	X		
Sexual Abuse/Molestation	\$2,000,000 / \$2,000,000	X	X	X

C. Administrative / Legal Requirements

Contractors will be paid every month after submitting an invoice to the Hayward Unified School District for services performed to Hayward Unified School District's satisfaction. This contract will be reimbursed on an actual cost-reimbursement basis, not to exceed the maximum financial obligation. It is the responsibility of the contractor to track expenditures and any services provided by the contractor, and expenses that exceed the annual allocation will not be reimbursed.

Applicants must be legally authorized to conduct business in California and have established administrative and program resources in Alameda County. Applicant agrees that state and/or local monitors or auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements.

D. Post Award

Once the Notice of Intent to Award has been issued, the provider selected will be contacted to execute the Hayward Unified School District's General Services Contract. At that time, the selected provider and Hayward Unified School District may discuss adjustments to the budget and/or the scope of work. However, no other provisions of the Hayward Unified School District's General Services Contract will be negotiated.

E. Appeal

Hayward Unified School District is committed to transparent, fair, and competitive procurement practices. While we strive for excellence in every evaluation, we recognize

that concerns may arise. Proposers may submit a formal protest if they believe the solicitation or an award was compromised.

If an applicant does not accept the decision in the Notice of Intent to Award, the following appeal process may be used.

BID/RFP PROTEST: Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) Business Day following the date of bid opening.

- a. The protest must contain a complete statement of any and all bases for the protest.
- b. The protest must refer to the specific portions of all documents that form the bases for the protest, including the specific portion(s) of the bid(s) that the Bidder is protesting.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, which must include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

PROPOSAL CHECKLIST AND SIGNATURE PAGE

(To Be Submitted with Proposal)

Proposal recipient: Hayward Unified School District, acting by and through its Governing Board, hereafter called District.

1. I, the undersigned representative of the proposing vendor, have thoroughly familiarized myself with the terms, conditions, and requirements of this solicitation document. I have received all RFP Documents including **Addenda Number(s)** _____ , _____ , and _____ .
2. I understand that the District reserves the right to reject this proposal in whole or in part; to waive informalities in the proposals or bidding; and that this proposal shall remain open and not be withdrawn for a period of ninety (90) days from the proposal opening date and time for this proposal.
3. Upon award, the successful proposing vendor(s) will adhere to all the terms and conditions outlined in the RFP for the term of January 1, 2027 through June 30, 2027. The District retains the right to offer renewal of four (4) additional one (1) year terms for a total maximum length of up to five (5) years.
4. I have read, completed, and certified all required documents in this solicitation. I understand this solicitation is subject to public record requests upon opening at specified proposal opening date and time per the California Public Records Act (Cal. Gov. Code § 7920.000 et seq.).

I, _____ , the _____ of the proposing vendor, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the proposing vendor in connection with this solicitation document and all of the representations and information provided herein are true and correct.

Executed on this _____ day of _____, 2026

in _____ County, California.

Authorized Signatory for Vendor

Legal Name of Vendor / Company

Representative Printed Name

Vendor Mailing Address

Representative Title

Vendor City, State, Zip Code

Representative Email Address

Vendor Phone Number

NOTE: If proposing vendor is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents; if proposing vendor is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if proposing vendor is an individual, his/her signature shall be placed above.

END OF PROPOSAL CHECKLIST AND SIGNATURE PAGE

DRUG-FREE WORKPLACE CERTIFICATION
(To Be Submitted with Proposal)

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that

the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Vendor's Name / Company Name

Signature of Authorized Representative

Date

Representative Printed Name

Representative Title

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**
(To Be Submitted with Proposal)

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

Vendor's Name / Company Name

Signature of Authorized Representative

Date

Representative Printed Name

Representative Title

Fingerprint and Criminal Background Check Certification
(To Be Submitted with Proposal)

Education Code section 45125.1. (a) Any entity that has a contract with a local educational agency shall ensure that any employee 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 Section 44237. When the contracting entity performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

PLEASE CHECK ALL APPLICABLE BOXES

VERIFICATION OF COMPLETION OF BACKGROUND CHECK

☐ 1) CONTRACTOR hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law. Attach additional sheets if necessary.

EXEMPTIONS:

SERVICE AGREEMENTS:

☐ The CONTRACTOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

☐ The CONTRACTOR and its employees will have **NO CONTACT** with pupils (This includes contracts for off-campus services, including virtual/online services.)

PUBLIC WORKS CONTRACTS:

☐ The services provided by the CONTRACTOR are for an "EMERGENCY OR

EXCEPTIONAL SITUATION,” such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable” [EC 45125.1(b)]

☐ The CONTRACTOR and its employees will have LIMITED CONTACT with pupils (attach information about length of time on school grounds, proximity of work area to pupil areas; whether the CONTRACTOR and its employees will be working by themselves or with others, and any other factors that substantiate limited contact)
[EC 45125.2 (c)]

☐ The CONTRACTOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety [EC 45125.2 (a)]

Check all methods to be used:

- ☐ 1) Installation of a physical barrier at the worksite to limit contact with students
- ☐ 2) Continual supervision and monitoring of all employees of the CONTRACTOR by an employee of the CONTRACTOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
- ☐ 3) Surveillance of employees of the CONTRACTOR by school personnel

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the CONTRACTOR’S sole responsibility to maintain, update, and provide the District with current “Fingerprint and Criminal Background Check Certification,” along with the employee list, throughout the duration of CONTRACTOR provided services.

Vendor’s Name / Company Name

Signature of Authorized Representative

Date

Representative Printed Name

Representative Title

NON-COLLUSION DECLARATION
(To Be Submitted with Proposal)

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city], _____ [state].

Vendor's Name / Company Name

Signature of Authorized Representative

Date

Representative Printed Name

Representative Title