

**WEST HILLS COMMUNITY COLLEGE DISTRICT
275 Phelps Avenue, Coalinga CA 93210**

**REQUEST FOR PROPOSALS
RFP #22-23-011**



**Skills Valley
Truck Driver's Training School**

Please submit proposals for the following services:

Notice is hereby given that West Hills Community College District will receive proposals for Truck Driver's Training School at the West Hills Community College District Office in Coalinga,

Submit West Hills Community College District
 Skills Valley
 275 Phelps Avenue
 Coalinga, CA 93210

Proposals Due: August 4, 2023 at 2:00pm PDT

Introduction

The Board of Trustees of the West Hills Community College District in Coalinga, California, is hereby requesting bid proposals for providing the services and operations of a CDL Truck Driver Training School Program. The successful Bidder will be required to furnish all labor, materials, equipment, supplies, applicable taxes, insurance(s), bonding, and licenses to complete this project.

Project Overview

The West Hills Community College District (WHCCD) is seeking a collaborative working relationship with a qualified Truck Driving School provider for the purpose of delivering instruction, skills training services, and commercial truck operations to students desiring to earn a Class A Commercial Driver's License (CDL). Training to include manual transmission and air brakes with the following endorsements: doubles/triples trailers and tanker. The classroom instruction and training services will utilize a training facility provided by the vendor unless otherwise agreed upon with WHCCD. Vendor understands the classroom instruction and hands-on training will be provided 8 hours a day, Monday through Friday (not including holidays) between 8:00am and 5:00pm. Additional detail noted on Attachment A.

The awarded Contractor must have a valid/current business license and operate in accordance with all regulatory statutes and laws that apply to federal, state, and local agencies. All Vendor instructors and instructor assistants must have a valid California Class A CDL. Contractor is recommended to be located within an eighty (80) mile radius from the West Hills Community College so-as-to-be responsive to program needs. Contractor must have ability to provide trainings at two sites simultaneously in different cities/locations with no additional associated travel costs. The awarded vendor must have the experience, expertise, required licensing, material, equipment, and certifications to provide career training services and classroom instruction to qualified students to obtain their Class A Commercial Driver's License and endorsements.

Equipment Required: All Contractor equipment must have on-site documented confirmations of critical item inspections and corrections confirming both legal and ethical standards are being met with continuous 90-day inspections before and during operations. Contractor is required to have at their disposal a minimum number of specific trucks and trailer equipment to meet the student required hands-on training and experience. WHCCD reserves the right to amend the required list based on need requirements.

Contractor must have a minimum of three powered truck units/vehicles per site as follows:

- Minimum of two trucks total
- Minimum of one 2 axle truck and one 3 axle truck
- All power units (trucks) must have air brake systems and manual transmissions.

Contractor must have a minimum of three trailers per site as follows:

- Minimum of one flatbed semi-trailer and one flatbed set of doubles
- Minimum of one 40' or longer tanker trailer capable of being loaded with water
- Minimum of one 45' or longer van type trailer

Criteria and Goals: WHCCD's goal is to maintain student completion rates at over 90%. Contractor

agrees to provide continued classroom and practical skill training instructional support as needed up to a minimum of 400 hours. Awarded Contractor must ensure student compliance by providing at vendor expense the initial required DMV medical exam fees and services, providing a minimum of 2 (two) random 10-panel drug test for each cohort of students, and agrees to pay for initial DMV testing fees. Contractor will provide weekly attendance and progress reports that includes current status of each student. Awarded Contractor agrees to have a job referral and placement program plan in place before initiating any trainings and implemented before first student earns the CDL. WHCCD reserves the right to award this project to one or more “qualified” bidders.

Scope of Services

Awarded Contractor shall provide a minimum of 240 hours of instruction to every completing student. Contractor will provide a minimum of 400 hours of instruction to students requiring additional assistance to be successful with no additional revenue.

Below is a curriculum instructional guide to meet the 80 hours of classroom instruction and topics for the 160 hours of inspections and driving skills instruction (Vendor may use their own curriculum upon approval by WHCCD):

An Introduction to Trucking

- Trucking Industry Regulations/Federal and State Regulating Agencies
- Commercial Vehicle types
- Becoming a Professional
- General Safety

Commercial Driver’s License

- Information Required on the CDL
- Classes of Licenses and Endorsements
- CDL Knowledge and Skills Tests

Professional Driver Health, Safety, and Security

- Personal Health, wellness, Nutrition and Exercise
- Job Stress and Driver Fatigue
- Day vs Night time driving
- Alcoholism, Drug Abuse, Drug Testing
- Bi-annual DOT Physical
- Driver Safety, Roadside Emergencies, and Accidents

Hours of Service

- Hours-of-Service -The Basics
- Record of Duty Status
- Out of Service/Penalties

Vehicle Systems

- Air System (Service and Emergency)
- Brake System/Components (brake adjustment/balanced braking/auto slack adjusters)

- Vehicle cab Instruments and controls
- Fuel System, Lubrication, Coolant and Electrical System

Vehicle Inspection

- Pre-trip, En Route, and post-trip Inspections
- Tire Inspection, Wheels, Tires, lug nuts including Mud Flaps/Splash Guards
- Tread Design/applications/Tire wear/Inflation
- Braking, Steering, Suspension, Exhaust and Coupling System Inspection
- Leaks – Oil, water, fuel, air
- Frame, Suspension, and Axles
- Engine Air Intake and Exhaust
- Cargo Inspection, load securement
- Vehicle Condition Report

Basic Control

- Start, Warm-up, and Shutdown Procedures
- Putting Vehicle into Motion, basic driving skills, and required Stopping distance
- Turning radius required
- Weight effects on driving

Shifting

- Shifting and Vehicle Control
- Clutch components/use
- Shifting Patterns and Proper Procedures
- Automatics introduction (lecture only)

Backing

- Backing Principles, Rules, and Safety
- Basic Backing Maneuvers, straight line, parallel, docking
- Correct Mirror utilization

Fifth Wheels

- The Fifth Wheel – Sliding the Fifth Wheel
- The Coupling Types, locking Sequence
- Step-by-Step Uncoupling Procedure
- Shifting Weight/The Bridge Formula
- Lubrication - Maneuverability and Off-Tracking

Preventive Maintenance and Servicing

- Preventive and Scheduled Maintenance
- Federal Motor Vehicles Inspection, Driver Vehicle Conditions Report (VCR)
- Checking Tire Air Pressure
- Moisture Draining Air System Reservoirs
- Adjusting Brakes/Slack adjusters/Auto slack adjusters

Driving

- Before starting to drive

- Speed, weight, and brake response times
- Shipping documents

Space Management

- Rural, Urban, and Freeway driving
- Space Ahead, Behind, Side, Overhead, Below
- Turning Space requirements
- Scanning Road Ahead/Proper use of Mirrors and adjustments

Speed Management

- Maximum Speed and Stopping Distance
- Driving on Various Road Surfaces/Wet Conditions
- Curve Safely and high center of gravity
- Driving on Hills
- Work Zones, Driving Safety
- Visibility, Speed, and Traffic

Night Driving

- Night Driving Factors, Procedures, and Adjustments
- Caffeine usage and concerns, continuous driving hours

Extreme Driving Conditions

- Starting Engine in Cold Weather
- Bad Weather Operating Hazards and Driving in Bad Weather
- Driving in Cold/Hot Weather/Desert
- Steep incline/decline Mountain Driving
- Auxiliary Brakes and Speed Retarders

Skid Control

- Vehicle Control Factors- shifting weight/center of gravity
- Causes of Skids and Preventing Skids
- Skid Recovery/Tractor-Trailer Skids/Anti-jack knife
- Brakes/Antilock Brakes

Hazard Awareness

- What Is a Hazard?
- Hazard Perception
- Recognizing Hazards, Sources, Clues

Railroad Crossings

- Active versus Passive Railroad Crossing
- Driver Behavior and Distractions at Passive Railroad Crossings
- What Every Driver Needs to Know About Railroad Crossings

Emergency Maneuvers/Accident Procedures

- Preparing for Emergencies/Emergency Maneuvers
- Accident Reporting
- Communicating with authorities/others
- Fire Extinguisher, reflector placement and usage
- Emergency run-away ramps

Specialty Trucks

- Long Combination Vehicles
- Tanker Trailers- baffles vs no-baffles
- High Center of Gravity/Unstable Loads/Liquid/Animals

Handling Cargo

- Cargo Securement Regulations (tie down types)
- Fundamentals of Handling Cargo Properly
- Accepting and Loading Freight
- Vehicle Weight: Total, Adjustment, and Distribution of Weight

Cargo Documentation

- Basic Shipping Delivery Documentation/Bill of Ladings
- Driver's Signature and Responsibility
- Previously Loaded Trailers

Trip Planning

- Route Selection and Map Reading
- Calculating Travel Time and Fuel Usage
- Required Special Permits, Federal/state Length and Weight Limits
- DOT Roadside Enforcement

Transportation Security

- The Department of Homeland Security
- Transportation Security Administration

Troubleshooting

- Brakes
- Air System
- Electrical

Public Relations and Job Search

- Public Relations / Customer Relations
- Employer-Employee Relations
- Job Searches and Applying for a Job
- The Interview

Employment Referrals and Job Placement: Awarded Contractor shall provide employment

referrals and assist with job placement services to students who have successfully completed the program. Services shall include:

- A. Assess students' knowledge and driving skills, matching employer need for placement,
- B. Assist students in selecting CDL job type,
- C. Identify employer job type that match students' profile,
- D. Practice mock interviewing techniques to increase job attainment, and
- E. Provide leads on job opportunities and potential employment.

Target Training Goals/Outcomes: The awarded Contractor shall be reviewed anytime they do not reach the "targeted" goals/outcomes for the programs as defined below:

- i. Successful Training completion minimum rate of 85% completers.
- ii. Placement into training related occupation minimum of 75% of completers.
- iii. Drop rate maximum of 10%.

RFP of Timeline and Critical Dates

Request for Proposals Advertisement	Fridays, July 7 & 14, 2023
Deadline for Questions Regarding RFP	Thursday, July 27, 2023 by 12:00 pm
District Response to Submitted Questions	Tuesday, August 1, 2023 by 5:00 p.m.
Proposals DUE	Friday, August 4, 2023 by 2:00 p.m.
Committee Review	August 7-9, 2023
Tentative Interviews (if applicable)	Thursday, August 10, 2023
Board Approval	Tuesday, August 22, 2023

*All times are PDT

**Dates may change with or without notice

Submittal Requirements

All related RFP documents, addenda and notices will be available and posted to the District website at <https://www.westhillscollge.com/district/departments/business-services/purchasing/> .

Questions regarding this RFP must be submitted to the District on or before **12:00 p.m. on Thursday July 27 22, 2023**. Only questions received by this date/time will receive a response.

Questions must be submitted in writing directly to David Castillo at davidcastillo2@whccd.edu.

Responses to ALL questions submitted by the deadline will be available on the District website at

<https://www.westhillscollge.com/district/departments/business-services/purchasing/> by 5:00 p.m. on Tuesday August 1, 2023.

Proposals must be received on or before 2:00 pm PDT on Friday, August 4, 2023. Proposals received after this date and time shall not be accepted by the District.

All costs for proposal preparation are the responsibility of the Bidder. This RFP does not commit the District to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services, including any related travel expenses for demonstrations or presentations.

Please submit one (1) hard copy and one (1) electronic pdf file (flash drive) of the Proposal in a sealed envelope identified as "RFP #22-23-011 – Truck Driver Training School" with the Bidder's name and address to:

West Hills Community College District
Skills Valley
275 Phelps Avenue
Coalinga, CA 93210

Proposals delivered other than the above stated means, or received after the scheduled submittal deadline, will be rejected and returned unopened to the Bidder.

After acceptance of the successful proposal by the District, the successful Bidder shall be obligated to enter into an agreement consistent with the proposal submitted and the CONTRACT FOR TRUCK DRIVER TRAINING SCHOOL (Attachment A).

Should the successful Bidder fail to execute the agreement, the District shall have the right to seek legal remedies against the Bidder, including forfeiture of the Bid Bond, if any, and an action for damages and shall have the right to award to the next responsive Bidder.

All proposal must be formatted in 12 point Arial font, printed on single-sided 8 ½ x 11 paper, and no longer than six (6) pages in length. All proposals must include the following information and be organized and labelled as described below.

1. *Company Information:* Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and FAX numbers, names and titles of key personnel and a brief history of your company.
2. *Knowledge and Experience:* Provide relevant information about your company's knowledge and experience, including a list of three or more similar programs/projects with brief descriptions that demonstrate your experience.

3. *Clients*: Provide names, addresses and contact information of three (3) current or past clients within 3 years.
4. *Plans and Approach*: Please describe your organization's plans and approach in the following areas:
 - a) Please provide a brief description detailing your success rate with finding students permanent/part-time employment after completing your course.
 - b) Please describe your company's ability to maintain confidentiality of StudentRecords.
 - c) Please describe your company's ability to track and document student progress and communicate status to WHCCD program staff.
 - d) Please provide a list of qualified/certified Driving Instructors within your organization and include a brief background as it relates to this program.
 - e) Please provide a plan in the event the primary Instructors are unavailable.
 - f) Please list the number of trucks and types of trucks utilized in the training program including the year, make and model.
 - g) Please provide a plan in case of repair or breakdown of equipment during training periods.
5. *Proposed Costs*: Provide your proposed per-student cost for the Truck Driving School. It is important that you provide your fees per-student so WHCCD can evaluate your proposal.
6. *Debarment*: Provide a signed and dated statement your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. If your firm has been debarred, provide background information and reason for the debarment for review.
7. Additional Documents:
 - Exhibit A - Certificate of Non-Discrimination
 - Exhibit B – Non Collusion Affidavit
 - Exhibit C – Agreement to Terms and Conditions

Selection Process

West Hills Community College District will review all proposals received by the specified deadline for completeness, content, experience, and qualifications. For those Bidders deemed most qualified, further evaluation and interviews may be conducted as part of the final selection process.

West Hills Community College District reserves the right to select the Bidder whose proposal and experience, in the District's sole judgment, best meet the needs of the District.

West Hills Community College District reserves the right to reject any or all proposals, waive any proposal informalities, irregularities, or minor omissions or cancel this RFP and reissue a new proposal if it is deemed in the best interest of the District.

Selection Criteria

Recommendations for selection will be based on the following weighted criteria:

<u>Criteria</u>	<u>Points</u>
I. Company Information	10
II. Knowledge & Experience	30
III. Plans and Approach	40
IV. Proposed Cost	10
V. Interviews (if applicable)	10

Submittal Checklist

- ✓ Proposal
 - Company Information
 - Knowledge and Experience
 - Clients
 - Plans and Approach
 - Proposed Costs
 - Debarment
- ✓ Exhibit A – Certificate of Non-Discrimination
- ✓ Exhibit B – Non-Collusion Affidavit
- ✓ Exhibit C – Agreement to Terms and Conditions

OTHER CONDITIONS AND REQUIREMENTS

1. TERM AND AGREEMENT

The Agreement shall become effective as of the date of its execution and shall continue in effect for a period of three (3) years from the date of execution.

2. OPENING AND POSTING OF PROPOSALS

A public reading and opening of Proposals will be held as noted in the timeline section of the RFP. Names of Bidders will be available after the Proposal closing via the District's Purchasing site: <https://westhillscollege.com/district/departments/business-services/purchasing/>

It is the responsibility of the Bidder to verify that its Proposal has been received by the District prior to the opening date. Verification of receipt can be made by emailing purchasing@whccd.edu.

3. ADDENDA

Clarification or any other notice of a change in the RFP Documents will be issued only by the District and only in the form of a written Addendum available via the District's Purchasing site, <https://westhillscollege.com/district/departments/business-services/purchasing/>. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the electronically submitted Proposal prior to the Proposal closing. Copies of Addenda will be made available for inspection wherever RFP Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable.

4. RESERVATION OF RIGHTS

Bidders understand that this RFP does not commit or obligate the District to accept any response submitted. The District reserves the right to accept or reject any or all of the responses, waive any irregularities, and to negotiate with selected Bidder(s) any price or provision, in part or in its entirety, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the taxpaying public. The District further expressly reserves the right to postpone the Bid opening date for its own convenience. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with Bidders whose Proposal most closely meets the District's requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets the District's requirements and provides the greatest overall value to the District.

5. LIMITATIONS

The District reserves the right to contract with any Bidder responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time.

6. PREPARATION EXPENSES

1:

The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

7. CONFIDENTIALITY

All information provided through this RFP and ensuing process will be held in confidence and will not be revealed nor discussed with any competitor until final execution of the contract(s). At that time, all documents related to this process become public records, subject to production pursuant to the California Public Information Act, except for those portions of the documents clearly marked by the Bidder as being propriety information or trade secrets and which concerns are reasonable. Pricing information shall not be considered proprietary under any circumstances, notwithstanding such an assertion by the Bidder in its submittals. Furthermore, all materials submitted shall become the property of the District.

8. CONFLICT OF INTEREST/RESTRICTIONS ON LOBBYING AND CONTRACTS

For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a 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 discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Proposal.

9. EQUAL EMPLOYMENT OPPORTUNITY

The District is an Equal Employment Opportunity Employer and as such requires the following: The Bidders, in submitting proposals and/or filling a purchase order, agree not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, gender, age, sexual orientation, national origin, disability, or identity as a disabled veteran or veteran of the Vietnam era to the extent required by law. The Bidders must further agree that every subcontract or order given for the supplying of this order will contain a provision requiring non-discrimination in employment, as herein specified.

10. ENCLOSED MATERIALS

From the date of issuance of this RFP until the District takes final agency action, the Bidder shall not discuss the proposals or any part thereof with any employee, agent, or representative of the District except as expressly requested by the District in writing. Violation of this restriction will result in rejection of the Bidder's proposal. False statements in a proposal shall result in rejection of the proposal.

11. MODIFICATIONS OR WITHDRAWALS.

Bidder may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

12. AGREEMENT

The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include (not limited to): all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP. Should Bidders request edits to the Agreement for consideration, such requests must be clearly identified and noted on Exhibit C and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

13. AWARD OF CONTRACT

Pursuant to PCC 20651.7, the Contract will be awarded to the responsive and responsible Bidder whose proposal is determined to be the best value to The District based solely on the criteria set forth in this RFP by action of the governing Board. The District reserves the right to reject any or all Proposals, or to waive any irregularities or informalities in any Proposals or in the RFP documents. In the event an award is made to Bidder, and such Bidder fails or refuses to execute the Purchase Agreement and provide the required documents within five (5) calendar days after award of the Contract to Bidder, the District may award the Contract to the next lowest responsible and responsive Bidder or release all Bidders.

14. EVIDENCE OF RESPONSIBILITY

Prior to contract award, WHCCD must be assured that the responder (vendor) selected has all of the resources required to successfully perform duties under the contract. This includes, but not limited to, personnel with knowledge/skills required, equipment/materials, and financial resources sufficient to provide services called for under this contract. If during the evaluation process, WHCCD is unable to assure itself of the responder's ability to perform under the contract, if awarded, WHCCD has the option of omitting the proposal or requesting from the responder, any additional information deemed necessary to assess responder's capabilities. If such information is requested, the responder will be permitted five (5) working days to submit the additional information.

15. LAWS & REGULATION.

Vendor is responsible for the knowledge of and must comply with all laws, ordinances, regulations and codes of the Federal, state, and local governments which may in any way affect the preparation of proposals and/or the performance of the contract.

16. INTERPRETATION OF CONTRACT DOCUMENTS/PRE-BID CLARIFICATION.

If any prospective Bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a request for an interpretation or correction thereof, or question of any sort, may be submitted to the District via email to David Castillo at davidcastillo2@whccd.edu. The Bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by**

1:

Addendum duly issued, and a copy of such Addendum will be made available via the District's Purchasing site. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. Please see "Project Specific Dates" for specific deadline dates and times. Any correspondence sent other than as specified above, may not be received or responded to by the District.

EXHIBIT A – CERTIFICATE OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

Bidder hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, ____.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

EXHIBIT B – NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Proposal 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 corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

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

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

EXHIBIT C – AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement (Attachment A) and its attachments (if any) (“Agreement”). Any exceptions must be included, if at all, with Bidder’s Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder’s Proposal or disqualification.

Initial the Appropriate Choice, below:

____ Bidder **accepts** the form of Agreement **without exception**.

OR

____ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)