

Notice Requesting Proposals for Disaster Recovery Consulting

The Ventura County Transportation Commission (VCTC) is requesting proposals for disaster recovery consulting services.

All proposals must be received via email to afagan@goventura.org on or before August 30, 2024, no later than 4:00 p.m. Pacific Standard Time, when they will be opened electronically.

Project packages and additional information may be obtained at VCTC's website <u>https://www.goventura.org/work-with-vctc/contracts/vctc/contracts.</u> Please contact Amanda Fagan, at <u>afagan@goventura.org</u> with any questions. All questions must be submitted electronically in writing **no later than August 20, 2024, no later than 4:00 p.m. Pacific Standard Time** to <u>afagan@goventura.org</u> and will be answered via the VCTC Contracts page by August 22, 2024.

A. INTRODUCTION

The Ventura County Transportation Commission (VCTC) desires to engage a firm with experience in post disaster recovery management to analyze immediate and long-term recovery needs, considering impacted populations, and identifying available resources to help rebuild. This includes experience working with agencies in support of recovery efforts under State and federal aid programs (FEMA and Cal OES specifically).

A series of atmospheric river storms occurred within Ventura County in December 2022 and January 2023. This period of heavy rain and winds saturated the ground leading to flooding across the County and necessitated major emergency protective measures, road closures, and evacuation warnings and orders. On January 4, 2023, the Governor of the State of California declared a state of emergency related to severe winter storms. On January 14, 2023, the President of the United States issued a disaster declaration for California Severe Winter Storms, Flooding, Landslides, and Mudslides (DR-4683-CA), including Ventura County. The County of Ventura declared a local emergency on January 17, 2023.

On the early morning of January 10, 2023, heavy rain, stream flow, and debris accumulated during a series of storms and washed out three spans, or approximately 90 feet, of the Sespe Creek Overflow railroad bridge, located at Mile Post (MP) 423.44 on the Santa Paula Branch Line (SPBL) railroad. Three spans on the western end of the bridge were destroyed and require reconstruction to restore to pre-disaster design, capacity, and function to restore rail service on the bridge. Bridge repair is necessary to reconnect the Fillmore-Piru segment of the SPBL railroad with the remainder of the SPBL and restore the connection to the mainline at East Ventura.

VCTC followed a phased approach to repairing the railroad bridge, with Phase 1 including design, engineering, and environmental compliance and permitting to restore the bridge's pre-disaster design, capacity, and function, followed by construction in Phase 2. After a competitive procurement process, in June 2023, VCTC executed a contract with RailPros, Inc. for design, engineering, and permitting. By January 2024, the 100% design had been completed, informed by the results of field work and hydrological, geotechnical, historical, environmental, and other analysis. On February 2, 2024, after a subsequent competitive procurement process, VCTC executed a second contract with RailPros, Inc. for Construction Management Support Services, with plans to proceed with construction of the bridge as designed.

Then, on February 4-5, 2024, an atmospheric river storm and resulting water flows caused additional erosion behind the abutment and underneath the railroad track structure, exposing approximately 50 additional feet of track beyond the damage caused by the January 2023 storm. On April 13, 2024, the President of the United States signed a disaster declaration (DR-4769-CA) for several California counties, including Ventura County, affected by severe winter storms, tornadoes, flooding, landslides, and mudslides from January 31 to February 9, 2024.

With two declared disasters within a narrow timeframe, an increasingly complex funding and project/grant management picture has emerged, and VCTC requires additional support from a Disaster Recovery Consultant to guide VCTC in the administration of federal and state aid.

DISASTER RECOVERY CONSULTANT SUPPORT SERVICES SCOPE OF WORK

CONSULTANT shall assist VCTC in post-disaster FEMA Public Assistance cost-recovery management services for past, current, and future emergency declarations. This includes assisting VCTC recovery efforts under state and federal aid programs (FEMA and Cal OES specifically).

Provide technical assistance with state and federal recovery polices and grant programs, including but not limited to:

- Technical advisory services related to debris removal, permanent repairs, and recovery from disasters (i.e. DR-4683 and DR-4769).
- Develop and implement strategies and technical advice to secure funding and claiming opportunities through insurance, federal and state programs, and special legislation to continue government services during the recovery process.
- Provide QA/QC support and general eligibility guidance for all state and federal grant programs.
- Provide assistance and oversight to VCTC with claims or claiming process.
- Provide technical expertise and knowledge related to the Stafford Act and California Disaster Assistance Act.
- Provide support for strategic planning and coordination of all recovery efforts.
- Develop and implement strategies designed to maximize federal and State assistance. Provide expert programmatic and policy advice on State and federal disaster relief programs.
- Assist with documentation for state and federal grant programs to ensure maximum cost recovery, including but not limited to:
 - Develop and submit federal grant applications (Public Assistance, Hazard Mitigation and/or Community Development Block Grant Disaster Recovery, Emergency Watershed Protection Program), assist in identifying and capturing eligible costs, reconcile invoices.
 - Create and maintain critical contract lists and project tracking mechanisms to include timelines and deadlines.
- Assist with the management of FEMA and/or other federal grants and CalOES coordination along with VCTC, arranging for routine status/action plan meetings, establishing priorities, scope changes and updates at meetings.
- Represent VCTC and attend meetings with FEMA, Cal OES or other agencies as may be necessary on behalf of VCTC.
- Continued interaction and communication with VCTC (staff and contractors), State and federal damage assessment teams. Work with VCTC to resolve disputes with FEMA, Cal OES, or other agencies as may be necessary, including but not limited to the preparation of appeals.
- May assist VCTC during Applicant's Briefings with FEMA and the State, assisting with relationship development, requesting additional programmatic details and clarifications that will assist VCTC during the grant process.
- Manage deliverables for FEMA, and CAL OES and work with VCTC staff to develop a VCTC Grant Management System that efficiently and effectively monitors and tracks the progress of each grant and the progress VCTC Partners to ensure efficient cost recovery.
 - post-award grant administration to include intake of required property specific information and necessary forms including a voluntary participation notice, submission of environmental and historical compliance information, individual maps and photos.
 - o Assist VCTC with CAL OES/FEMA and/or other federal grant quarterly reporting.

- Provide assistance to VCTC with procurement and financial management, such as interfacing with internal staff, to ensure procurement and fiscal processes adhere to FEMA federal grants criteria. This task may include:
 - Recommending procedures for ensuring all contracts are in compliance with federal requirements.
 - Determining needed records/ associated documents for equipment and developing procedures for ensuring all purchases are allowable and have all needed records, forms, etc.
 - Providing recommendations on how to efficiently ensure compliance and ensure all required contract provisions for federal grants are included in applicable documents.
- Recommend workflows and policies for contracts and purchasing in alignment with VCTC policies and procedures as well as Federal and State Requirements.
- Determine how to manage Expenditure Tracking in line with VCTC financial processes and which simplifies expenditure and reimbursement reporting.
- Work with VCTC staff to develop management, administration, and financial processes and procedures in line with both VCTC polices and federal grant requirements.
- Assist with demobilization and tracking of resources.
- Identify potential improvements and maximize public assistance 404 and 406 Mitigation funding. Identify and prepare hazard mitigation Quotes, grant applications, and benefit cost analysis for interested residential property and non-residential owners.
- Assist in identifying and evaluating opportunities for hazard mitigation programs under FEMA 404 and 406 Hazard Mitigation.
- Develop Section 406 Hazard Mitigation Quotes where mitigation actions can minimize future disaster impacts.
- Develop Section 404 Hazard Mitigation strategies providing staff experienced in the use of FEMA BCA tools and methodologies that can minimize future disaster impacts.
- Prepare Section 404 and 406 grant HMP program Notices of Interest (NOIs) and assist in filing NOIs.
- Prepare Section 404 and 406 grant program grant applications and assist in filing such applications.

C. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

- 1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (proposer) shall meet all the terms and conditions of the Request for Proposals (RFP) project package. By virtue of its proposal submittal, the proposer acknowledges agreement with and acceptance of all provisions of the RFP specifications.
- 2. Proposal Submittal. Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be submitted electronically via email to <u>afagan@goventura.org</u>. However, if you can't submit electronically, please send your proposal in a sealed envelope to the Ventura County Transportation Commission, Attn: Amanda Fagan, 751 E. Daily Dr., Suite 420, Camarillo CA 93010. To guard against premature opening, the proposal should be clearly labeled with the proposal title, project number, name of proposer, and date and time of proposal opening. No FAX submittals will be accepted.
- 3. **Insurance Certificate**. Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the proposer's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. VCTC's insurance requirements are detailed in Section 3 of the Template Agreement, included as Attachment A.

4. **Proposal Quotes**. The proposal must include a proposed monthly retainer amount to complete services specified in the Scope of Work over an initial period of two (2) years and for any subsequent extension years. Proposer must include a Rate Sheet that includes the names and titles of personnel who are proposed to perform work, as well as the hourly rate and anticipated monthly number of hours for each.

- 5. **Proposal Withdrawal and Opening**. A proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the VCTC Director of Planning & Sustainability for its withdrawal, in which event the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.
- 6. **Submittal of One Proposal Only**. No individual or business entity of any kind shall be allowed to make or file, or to be interested as the primary submitter in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a proposer submitting a proposal, or who has quoted prices on materials to such proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposers submitting proposals.
- 7. **Communications.** All timely requests for information submitted in writing will receive a written response from the VCTC. Telephone communications with VCTC staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the VCTC.

CONTRACT AWARD AND EXECUTION

- 8. **Proposal Retention and Award**. VCTC reserves the right to retain all proposals for a period of 60 days for examination and comparison. VCTC also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
- 9. **Competency and Responsibility of Bidder.** VCTC reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers will provide, in a timely manner, all information that VCTC deems necessary to make such a decision.
- 10. **Contract Requirement.** The proposer to whom award is made (Consultant) shall execute a written contract with VCTC within ten (10) calendar days after notice of the award. The contract shall be made in the form adopted by VCTC and incorporated in these specifications.

CONTRACT PERFORMANCE

11. VCTC's contract terms and conditions that CONSULTANT will be expected to execute and be bound by are attached hereto as Exhibit A.

D. SPECIAL TERMS AND CONDITIONS

1. **Contract Award.** The contract will be awarded to the proposer that provides the best value to VCTC based on the Selection Criteria shown in Section E.2.

2. Labor Actions.

In the event that the successful proposer is experiencing a labor action at the time of contract award (or if its suppliers or subconsultants are experiencing such a labor action), VCTC reserves the right to declare said proposer is no longer the best value proposer and to accept the next acceptable proposal from a proposer that is not experiencing a labor action, and to declare it to be the best value to VCTC.

3. Failure to Accept Contract.

The following will occur if the proposer to whom the award is made fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a proposer's bond or security is required; and an award may be made to the next best value proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.

4. Contract Term.

The supplies or services identified in this specification will be used by VCTC for two (2) years. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the proposer in its proposal.

5. **Contract Extension.**

The term of the contract may be extended by mutual consent for an additional one-year, and annually thereafter, for a total of five (5) years.

6. Supplemental Purchases

Supplemental Purchases. Supplemental purchases may be made from the successful proposer during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the proposer shall not offer prices to the VCTC in excess of the amounts offered to other similar customers for the same item. If the proposer is willing to offer the VCTC a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.

7. Consultant Invoices.

The Consultant may deliver either a monthly invoice to the VCTC with attached copies of invoices as supporting detail, or in one lump-sum upon completion.

- 8. **Non-Exclusive Contract.** VCTC reserves the right to purchase the items listed in the Proposal Submittal Form, as well as any supplemental items, from other Consultants during the contract term.
- **9 Unrestrictive Brand Names**. Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the proposer, and the VCTC shall be the sole judge in making this determination.
- 10. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this RFP package shall include delivery charges, to be delivered by the successful proposer and received by VCTC within 90 days after authorization to proceed by VCTC.
- 11. **Start and Completion of Work.** Work on this project shall begin immediately after contract execution and shall be completed within 730 calendar days thereafter, unless otherwise negotiated with VCTC by mutual agreement.
- 12. **Change in Work.** VCTC reserves the right to change quantities of any item after contract award. If the total quantity of any changed item varies by 25% or less, there shall be no change in the agreed upon unit price for that item. Unit pricing for any quantity changes per item in excess of 25% shall be subject to negotiation with the Consultant.
- 13. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
- 14. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.
- 15. Reservation of Rights. In conducting this RFP, VCTC reserves the right to:
 - a) Accept, reject any or all submittals, or any item or part thereof.
 - b) In its sole discretion, to accept the Proposal it considers most favorable to VCTC's interest.
 - c) Issue subsequent Requests for Proposals.
 - d) Alter the Selection Process Dates.
 - e) Remedy technical errors in the RFP process.
 - f) Request additional information from Proposers and investigate the qualifications of all firms under consideration.
 - g) Confirm any part of the information furnished by a proposer.
 - h) Obtain additional evidence of managerial, financial, or other capabilities.
 - i) Approve or disapprove the use of specific subcontractors.
 - j) Negotiate with any, all, or none of the Proposers.
 - k) Solicit best and final offers from all or some of the Proposers.
 - I) Award a contract to one (1) or more Proposers.
 - m) Accept other than the lowest-priced Proposal.
 - n) Cancel or withdraw this RFP at any time without prior notice and the VCTC makes no representations that any contract will be awarded to any Proposer responding to this RFP.
 - o) Waive informalities and irregularities in Proposals or the selection process.

E. PROPOSAL CONTENT

1. **Proposal Content**. Your proposal must include the following information:

Submittal Forms

- a. Proposal submittal summary.
- b. Certificate of insurance.
- c. List of at least three (3) References from for whom you have provided similar services.

Qualifications

- d. Experience of your firm and those of sub-consultants in performing work and projects relevant to the Scope of Services outlined and described in the request.
- e. Resumes of the individuals who would be assigned to this project, including any sub- consultants, with their corollary experience highlighted and specific roles in this project clearly described.
- f. Standard hourly billing rates for the assigned staff, including any sub-consultants.
- g. Statement and explanation of any instances where your firm or sub-consultant has been removed from a project or disqualified from proposing on a project.

Responsibility

h. Demonstrated integrity of the firm, compliance with public policy (such as Equal Opportunity, prevailing wage requirements, etc.), responsible past performance, and financial and technical resources available to perform the work. Proposers should declare whether or not the firm has been held liable or officers have been convicted of any violation of law or regulation within the past five (5) years, been terminated for cause by any public agency within the past five (5) years, or declared bankruptcy or insolvency within the past five (5) years.

Work Program

- i. Detailed description of your approach to completing the work.
- j. Detailed schedule by task and sub-task for completing the work.
- k. Estimated hours for your staff in performing each phase and task of the work, including sub-consultants, so we can clearly see who will be doing what work, and how much time it will take.
- 1. Detailed budget by task and sub-task for completing the work.
- m. Services or data to be provided by VCTC.
- n. Services and deliverables provided by the Consultant(s).
- o. Any other information that would assist us in making this contract award decision.
- p. Description of assumptions critical to development of the response which may impact cost or scope.

Requested Changes to Terms and Conditions

q. VCTC desires to begin work soon after selecting the preferred Consultant Team and expects the Consultant to execute VCTC's contract and all of the terms therein, as set forth in Exhibit A. To expedite the contracting process, each submittal shall include requested redlined changes to terms and conditions, if necessary. Please be advised that Consultant's requested changes to VCTC's terms and conditions will be considered by VCTC staff when scoring and determining the competency and responsibility of the bidder.

Proposal Length

- r. Proposal length should only be as long as required to be responsive to the RFP, including attachments and supplemental materials.
- 2. **Proposal Evaluation and Selection**. Proposals will be evaluated by a review committee based on the following criteria. Points will be assigned for each criterion as specified below out of a total of 100 possible points. Only Proposers deemed responsible under the criteria identified in this RFP will be evaluated.
 - a. Understanding of the work required by the VCTC 20 points
 - b. Quality, clarity and responsiveness of the proposal 20 points
 - c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the VCTC; Recent team experience in successfully performing similar services; Background and experience of the specific individuals managing and assigned to this project 20 points
 - d. Creativity of the proposed approach in completing the work 5 points
 - e. References 10 points
 - f. Responsibility of proposer, including contractor integrity, compliance with public policy (such as Equal Opportunity and prevailing wage requirements, record of past performance, and financial and technical resources 10 points
 - g. Reasonableness of costs, rates, and fee structure 15 points

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of VCTC. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Consultant, the VCTC reserves the right to further negotiate the proposed work and/or method and amount of compensation.

3. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

Issue RFP	8/12/2024
Submit all questions to VCTC	by 8/20/2024, NLT 4:00pm Pacific
Receive proposals	8/30/2024, NLT 4:00pm Pacific
Complete proposal evaluations	by 9/6/2024
Conduct interviews (if/as needed) and finalize recommendation	by 9/13/2024
Approve and award contract	10/4/2024
Start work	10/6/2024

- 4. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Consultant as part of the work or services under these specifications shall become the permanent property of VCTC and shall be delivered to VCTC upon demand.
- 5. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of VCTC and shall not be made available to any individual or organization by the Consultant without the prior written approval of VCTC.

- 6. **Copies of Reports and Information.** If VCTC requests additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and VCTC shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.
- 7. **Required Deliverable Products.** The Consultant will be required to provide:
 - a. One electronic submission digital-ready original .pdf of all final documents. If you wish to file a paper copy, please submit in sealed envelope to the address provided in the RFP.
 - b. Corresponding computer files compatible with the following programs whenever possible unless otherwise directed by the project manager:

Word Processing:	MS Word
Spreadsheets:	MS Excel
Desktop Publishing:	MS Publisher or InDesign
Virtual Models:	Sketch Up
Digital Maps:	Geodatabase shape files in
	State Plan Coordinate System as
	specified by VCTC GIS staff

c. VCTC staff will review any documents or materials provided by the Consultant and, where necessary, the Consultant will be required to respond to staff comments and make such changes as deemed appropriate.

F. ALTERNATIVE PROPOSALS

- 1. **Alternative Proposals**. The proposer may submit an alternative proposal (or proposals) that it believes will also meet VCTC's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternative and discuss under what circumstances VCTC would prefer one alternative to the other(s).
- 2. Attendance at Meetings and Hearings. As part of the scope of work and included in the contract price is attendance by the Consultant at up to 6 public meetings to present and discuss its findings and recommendations. Consultant shall attend as many "working" meetings with staff and state and federal regulators as necessary in performing work-scope tasks.
- 3. Accuracy of Specifications. The specifications for this project are believed by the VCTC to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Proposers are cautioned to undertake an independent analysis of any test results in the specifications, as VCTC does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the proposer and all subconsultants named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the VCTC's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of proposer to inquire prior to

to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subconsultants to notify VCTC in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the VCTC shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard.

PROPOSAL SUBMITTAL FORM

The undersigned declares that she or he has carefully examined the Scope of Work which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full.

BID ITEM:

Proposed Monthly Retainer	
Other	
Other	
TOTAL	\$

q Certificate of insurance attached; insurance company's A.M. Best rating: ______.

Firm Name and Address

Contact	Phone

Signature of Authorized Representative

Date

REFERENCES

Number of years engaged in providing the services	included within the scope of the specifications under
the present business name:	

Describe the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. VCTC reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

No

If yes, explain the circumstances.

Yes

Executed on ______at _____under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Proposer Representative

Attachment A:

VENTURA COUNTY TRANSPORTATION COMMISSION TEMPLATE AGREEMENT