

MEETING DATE: October 22, 2007

AGENDA ITEM : Authorization to Release RFP #1355 for Designated UST Operator Services, Environmental Compliance Testing and Associated UST and AST Component Repair at Four (4) City Fueling Facilities.

ATTACHMENTS

	<u>Pages</u>
1. Request for Proposal	1-19

NOTICE REQUESTING PROPOSALS

RFP # 1355

Notice is hereby given that sealed proposals will be received by the City of Culver City, California, for furnishing the following:

REQUEST FOR PROPOSALS FOR DESIGNATED UST OPERATOR SERVICES, ENVIRONMENTAL COMPLIANCE TESTING AND ASSOCIATED UST & AST COMPONENT REPAIR AT FOUR (4) CITY FUELING FACILITIES

in strict accordance with the Specifications on file in the office of the CITY PURCHASING OFFICER, 4343 Duquesne Avenue, Culver City, California, 90232. Copies of specifications and proposal documents may be obtained from the PURCHASING OFFICE at that address, telephone number (310) 253-6550.

Original and three copies of the proposal must be filed with the CITY CLERK in CITY HALL, 9770 Culver Boulevard, Culver City, California, 90232, not later than **3:00 p.m. on Thursday, November 15, 2007** at which time they will be publicly opened in the Council Chambers on the first floor of City Hall. Facsimile and digital proposals will not be accepted. Any proposer may withdraw a proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Ela Valladares, Deputy City Clerk

Published in **The Culver City News** on **Thursday, October 25, 2007**

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SECTION I

General Instructions

Each proposal shall include the following components:

SECTION I	GENERAL INSTRUCTIONS / PROPOSAL FORM
SECTION II	TECHNICAL SPECIFICATIONS & PRICING SHEETS
SECTION III	NON-COLLUSION AFFIDAVIT

The attached City forms shall be submitted as part of the proposal. Each vendor may submit additional data in support of its proposal. However, failure to include any one or more of the foregoing components will render the proposal incomplete and the City reserves the right to reject such proposals.

PROPOSAL SUBMITTAL:

A complete submittal will consist of the **original** and **three (3) copies** of the proposal documents. All submittals must be clearly marked with the **RFP #1355**, received, and time-stamped by the City Clerk at the address provided no later than **3:00 pm on Thursday, November 15, 2007** addressed to:

**City Clerk
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232**

Proposals may be hand-delivered to the City Clerk prior to the schedule proposal opening time. Late proposals will not be accepted.

For Further Information Contact:

- Jane Leonard, Project Manager at (310) 253-6523
- Margarita Lee, Purchasing Officer at (310) 253-6552

Extension of Contract to Other Public Agencies

Indicate below if the prices, terms and conditions of this proposal may be extended to other public agencies for the stated time period after proposal award by lead agency. All requirements of the specifications, purchase orders, invoices and payments with other agencies shall be handled directly by the additional agency(ies) and the selected vendor (Contractor). Culver City shall be notified immediately of any agency(ies) added to the Contract.

Yes: _____ No: _____ Expires: _____

COMPLIANCE WITH LAW

All proposers and the selected vendor and each of their agents and employees shall be bound by and comply with all Federal, State and local laws, ordinances, rules and regulations, and any and all other governing bodies having legal jurisdiction with respect to the area where such work is performed.

BUSINESS LICENSE AND PERMITS

The selected vendor shall be required to obtain all applicable Culver City permits and business licenses. The Business License Division may be reached at (310) 310-5888. The cost of these items shall be included in the total proposal price.

INJURY AND ILLNESS PREVENTION PROGRAM

The Successful proposer shall be required to submit, within three days of notification, their Injury and Illness Prevention Program (IIPP) as required by Labor Code 401.7 and Title 8, 3203 of the California Code of Regulations.

INSURANCE PROVISIONS

Comprehensive General Liability Insurance (including product liability when applicable) in the amount of Two Million Dollars (\$2,000,000) per occurrence.

Auto Liability Insurance in the amount of One million dollars (\$1,000,000) per occurrence, combined single limit.

Workers Compensation Insurance as required by State of California statutes.

The City of Culver City and its officer, employees and agents are to be named as Additional Insureds on the above captioned General Liability insurance coverage as respect to the City's interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to the City prior to execution of this agreement and by presenting to the City and endorsement to the policy signed by an officer of the insurance agency within thirty (30) days after the date of the proposal award and prior to execution of this agreement. All policies of insurance shall provide for a minimum of thirty-days' (30-days') written notification of change or cancellation of the policy. Insurance policies to be in a form and written by companies acceptable to the City and shall include endorsements which are necessary to ensure coverage which is appropriate to the nature of the agreement.

If your insurance carrier charges an additional fee, you must include that amount in project cost.

DISQUALIFICATION AND REJECTION OF PROPOSALS

The City of Culver City reserves the right to reject any proposer(s) who has(have) previously failed to properly perform or satisfactorily, or complete on time, or in manner consistent with proposal documents, contract of similar nature, or to reject the proposal of a proposer who is not in a position to perform such contract satisfactorily. The City expressly reserves the right to award the contract to the proposer that best meets the requirements as set forth in the specifications as determined in the sole discretion of the City's City Council.

NONDISCRIMINATION AND AFFIRMATIVE ACTION

California Government Code Section 12940 provides it shall be unlawful employment practice, unless based upon a bona fide occupational qualification, or except where based on applicable security regulations established by the State of California, for an employer, because of race, religious creed, color, national origin, ancestry, physical impairment, medical condition, marital status, or sex of any person to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to discriminate against such person in compensation or in terms, conditions, or privileges of employment.

Even if not legally bound by said Government Code Section 12940, Contractor agrees to comply therewith.

Any violation of this provision shall be deemed a material default by Contractor giving the City of Culver City a right to terminate the Purchase Order and this agreement.

Minority & Women-owned Business Enterprise(s) shall be given the opportunity to be and to receive awards on the same basis as any other Contractor.

PRE-AWARD INSPECTION AND REVIEW

The City of Culver City, prior to recommendation of award of proposal, may inspect each qualified proposer's operations and physical plant. The City may inspect offices, equipment, vehicles and personnel, to verify and ensure that the successful proposer has sufficient expertise, manpower and equipment to perform to the degree an manner requested in the specifications.

GENERAL INFORMATION

Project Summary

The City of Culver City is soliciting proposals from qualified vendors to provide Designated Underground Storage Tank (UST) Operator Services per California Code of Regulations (CCR) Title 23, Chapter 16, Environmental Compliance Testing, and Associated Repair of UST Components at four (4) City Fueling facilities over a three (3) year term, with the option for one (1) two-year (2-year) extension term.

Scope of Work

The services provided by the selected proposer shall be for the following City-owned and operated fueling facility locations. Facility locations and tank component details are itemized in Section II, Attachment A.

- Culver City Transportation Facility
- Culver City Police Department
- Culver City Fire Station #1
- Culver City Fire Station #2

TERMS AND PRICING

The term of the agreement shall be a total of three (3) years with the option of extending for an additional two (2) years at the discretion of the City Manager or his designee. Interested proposers will be asked to price each fueling facility individually, rather than as one lump sum amount, using the pricing sheets provided by the City within this RFP. Either party may terminate the agreement without cause with a thirty-day (30-day) written notification.

PROPOSAL SUBMITTAL TIMELINE

1. Request for Proposal Release Date: Thursday, October 25, 2007
2. Proposal Due Date:
Proposals shall be delivered in one (1) original and three (3) copies in an envelope clearly marked Proposal # 1355 "RFP for UST Operator Services" to the City Clerk in City Hall at 9770 Culver Blvd., Culver City, CA 90232 no later than 3:00 p.m. on Thursday, November 15, 2007.
3. Estimated Council Approval for Award of Contract: Monday, December 10, 2007

Contacts:

Jane Leonard, Project Manager
Phone: (310) 253-6523
Fax: (310) 253-6564
jane.leonard@culvercity.org

Margarita Lee, Purchasing Officer
Phone: (310) 253-6552
Fax (310) 253-6564
Margarita.lee@culvercity.org

ASSIGNMENT OF CONTRACT RESTRICTED

No assignment by the successful proposer of any contract to be entered into in accordance with Notice Inviting Proposals and these instructions or any part thereof, or of funds to be received hereunder, will be recognized by the City of Culver City unless such assignment has prior written approval of the City of Culver City and the surety on all bonds had notice of such assignment in writing and has consented thereto in writing.

In entering into the Contract or any Subcontract for the Project, the Contractor and Subcontractor offer and agree to assign to the City of Culver City all right, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the Contract or any Subcontract. This assignment shall be deemed made and effective at the time the City of Culver City tenders final payment to the Contractor, without further acknowledgment by the parties.

INSURANCE PROVISIONS

Comprehensive General Liability Insurance (including product liability coverage when applicable): Two million dollars (\$2,000,000) per occurrence.

Auto Liability Insurance in the amount of One million dollars (\$1,000,000) per occurrence, combined single limit.

Workers Compensation Insurance: As required by State of California statutes.

The City of Culver City and its officers, employees and agents are to be named as an Additional Insureds on the above-captioned General Liability insurance coverage as respect to the City's interest under this agreement. This is to be compiled with by presenting an appropriate insurance certificate to the City prior to execution of a contract; and by presenting to the City an endorsement of the policy signed by an officer of the insurance agency within thirty (30) days after the date of the proposal award and prior to execution of this agreement. All policies of insurance shall provide for a minimum of thirty-days' (30-days') written notice of any change or cancellation of the policy. Insurance policies to be in a form and written through companies acceptable to the City and shall include endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

If your insurance carrier charges an additional fee, you must include that amount in your project costs.

DISQUALIFICATION AND REJECTION OF PROPOSALS

The City of Culver City reserves the right to reject the proposal of any proposer(s) who has(have) previously failed to perform properly or satisfactorily, or complete on time, or in manner consistent with the proposal documents, contracts of similar nature, or to reject the proposal of a proposer who is not in a position to perform such contract satisfactorily. The City expressly reserves the right to award the contract to the proposer that best meets the requirements as set forth in the specifications.

NONDISCRIMINATION AND AFFIRMATIVE ACTION

California Government Code Section 12940 provides that it shall be unlawful employment practice, unless based upon a bona fide occupational qualification, or except where based upon applicable security regulations established by the United States of the State of California, for an employer, because of the race, religious creed, color, national origin, ancestry, physical impairment, medical condition, marital status, or sex of any person to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to discriminate against such person in compensation or in terms, conditions, or privileges of employment. Even if not legally bound by said Government Code Section 12940, Contractor agrees to comply therewith.

Any violation of this provision shall be deemed a material default by Contractor giving the City of Culver City a right to terminate this agreement.

Minority & Women-owned Business Enterprise(s) shall be given the opportunity to propose and to receive awards on the same basis as any other Contractor.

PRE-AWARD INSPECTION AND REVIEW

The City of Culver City, prior to recommendation of award of proposal, may inspect each qualified proposer's operations and physical plant. The City may inspect offices, equipment, vehicles and personnel, to verify and ensure that the Contractor has sufficient expertise, manpower and capital to perform the required specifications to the degree and manner to which it has been requested.

NOTICE TO COMMENCE WORK

Upon receipt and acceptance by the City of Culver City of the executed contract, the required guaranty and insurance certificates, a Notice to Commence Work will be mailed to the Successful Proposer.

Proposal Form

The undersigned, declares that the published notice inviting proposals and this proposal have been read and understood and proposes and agrees to furnish and deliver to the City of Culver City the items listed below in accordance with the specifications herein and that the following prices will be accepted as payment in full therefore, as follows:

PROPOSAL # 1355

REQUEST FOR PROPOSALS FOR DESIGNATED UST OPERATOR SERVICES, ENVIRONMENTAL COMPLIANCE TESTING AND ASSOCIATED UST & AST COMPONENT REPAIR AT FOUR (4) CITY FUELING FACILITIES

Note to Proposers:

- 1) A City of Culver City **Business License** is required if awarded the proposal. Please call (310) 253-5888 for further information.
- 2) Include a list of at least **five (5)** Southern California clients whose projects your firm has completed in the past five years that are of similar size and scope to this project, including their name, telephone number and address where the work was performed.
- 3) The successful proposer will be required to provide and maintain proof of insurance in the amounts and forms indicated above.

Pricing Summary:

Prices quoted include all labor, materials, travel, any and all equipment used in the performance of the work, tax and applicable insurance. Proposal price must remain in effect for **120 days** from proposal opening date. City reserves the right to accept all or part of this scope of work, as budget allows and to make additions/removals as necessary.

- | | | |
|-----|---|----------|
| 1.) | Culver City Transportation Facility: | \$ _____ |
| 2.) | Culver City Police Department: | \$ _____ |
| 3.) | Culver City Fire Station #1: | \$ _____ |
| 4.) | Culver City Fire Station #2 | \$ _____ |

Discounts:

Discounts for payment of invoice within _____ days: _____ %
The City is unable to process payments in less than 10 days.

Federal Excise Tax:

The City is exempt from Federal Excise Tax.

Renewal Options:

A) Same price, terms and conditions:

Year 1-3 _____ Yes _____ No
Year 4-5 _____ Yes _____ No

B) Alternate price, terms and conditions (please specify, if applicable)

Year 1-3 _____ Yes _____ No
Year 4-5 _____ Yes _____ No

It is agreed that if any option granted herein is exercised, then the City shall notify the vendor during the life of the contract and at least thirty (30) days prior to the expiration of the contract.

By signature hereto: I acknowledge that the items to be furnished will comply fully with the attached specifications, except where specifically noted.

I understand that the City shall evaluate proposals in accordance with its Municipal Code, and that the City reserves the right to reject any and all proposals and to waive minor irregularities.

Dated This: _____ day of _____, Year _____

Signature: _____

Typewritten/printed Name: _____

Title: _____

Name of the Firm: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

(DETAILED PRICING SHEETS, SHOWN AS ATTACHMENT C IN SECTION II,
MUST ALSO BE SUBMITTED BY ALL PROPOSERS)

SECTION II

Technical Specifications

RFP #1355

REQUEST FOR PROPOSALS FOR DESIGNATED UST OPERATOR SERVICES, ENVIRONMENTAL COMPLIANCE TESTING AND ASSOCIATED UST & AST COMPONENT REPAIR AT FOUR (4) CITY FUELING FACILITIES

SCOPE OF WORK

The scope of services shall include, but is not limited to:

Designated UST Operator Services:

- Monthly Visual Inspection of Fueling Components
- Monitoring Panel/Alarm History
- UST System Inspection
- Paperwork Inspection
- Facility Employee Training
- Facility Binder containing training information and records is to be provided by Contractor
- All documentation to be Contractor's responsibility for submission to appropriate agencies and the City

Detail of these services is itemized in CCR Title 23, Chapter 16, Section 2611 and Section 2715 (Attachment B). Contractor is also to advise City staff of updates and modifications to these regulations in a timely manner, as required.

Environmental Compliance Testing:

- Triennial SB989 Secondary Containment Testing per CCR Title 23, Chapter 16
- Annual Vapor Recovery System Testing per Air Quality Management District (AQMD) Rule 461
- Annual UST Monitoring System Certification per Chapter 6.7 Health and Safety Code; and CCR Title 23, Chapter 16, Division 3
- Annual AST visual inspection and testing as required by State and Local air quality mandates.

Associated Repair of UST and AST Components:

Minor repair and replacement of UST components to bring systems into compliance as necessary. Repair will be on a time and materials basis. Contractors are to use Pricing Sheets to submit labor rate, travel time requirements, parts markup percentage, and anticipated administrative fees for obtaining UST Modification Permitting and Plan Checks (if applicable) for authorization by regional agencies, including, but not limited to, L.A. County Department of Public Works and South Coast Air Quality Management District.

Contractor must submit an accurate written report each time UST components have been repaired or modified at each location. Report is to include date, location, itemization of work performed, name and phone number of technician performing work, and license/certification number of technician.

PROPOSAL REQUIREMENT & FORMAT

- A. Company Profile: Identify the legal name, address, telephone and fax number of your firm.
- B. Qualifications: Proposers will have a minimum of five (5) years experience in the field of UST testing, repair, maintenance and operations. Eligible Proposers will have qualifications and current certifications for all UST Operator services and UST repair/maintenance/testing capabilities; knowledge of Local, State and Federal codes and regulations; and equipment necessary to undertake the work required under this RFP. Copies of **current** Designated UST Operator, UST Repair and UST compliance testing certifications and licensure must be attached to the Proposal.
- C. Scope of Services: Describe the recommended scope of service to be performed by your firm that clearly displays an understanding of the project as described in the "Scope of Work" section of this RFP. Additionally, specific items that will not be maintained by Proposer shall be clearly indicated in the proposal.
- D. References: Provide a minimum of five (5) references the City may contact concerning your performance on other similar contracts.
- E. Claim History: Provide information on any legal judgments or claim settlements you firm and any individual has had in the past 5 years against any public or private entity for whom it provides service, with an explanation of their disposition.
- F. Fee Proposal: Proposers must utilize the forms provided within this RFP to itemize fees for all services indicated in the Scope of Work. Proposals should include hourly rates for emergency callback services.
- G. Proof of the Following Minimum Insurance Coverage:
 - General Liability including coverage of premises, products and complete operations, independent contractors/vendors, personnel injury and contractual obligation with combined single limits of coverage of at least \$2,000,000 per occurrence.
 - Automobile Liability , including owned and non-owned and hired vehicle for at least \$1,000,000 per person per occurrence, combined single limit

- Workers Comprehensive Insurance as required by State of California statutes.

The City of Culver City is to be named as Additional Insured on the above captioned insurance coverages as respect to City's interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to the City prior to execution of this agreement and by presenting to the City an endorsement to the policy signed by an officer of the insurance agency within thirty (30) days of the date of the proposal award and prior to execution of this agreement. All policies of insurance shall provide for a minimum of thirty (30) days written notification of change or cancellation of the policy. Insurance policies to be in a form and written by companies acceptable to the City, and shall include endorsements which are necessary to ensure coverage which is appropriate to the nature of the agreement.

If your insurance carrier charges an additional fee, you must include that amount in project cost.

Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City in writing fifteen (15) days prior to commencement of actual change in work. No Fee adjustment will be allowed unless said prior approval is authorized exclusively in writing by the City, without explanation.

METHOD OF SELECTION

Evaluation of proposals will be in accordance with the following criteria:

A. Qualifications, Business History, and Past Performance – 35%

- 1) Suitability of the Proposer and all of its sub-contractors to perform Designated UST Designated Operator Services, UST Environmental Compliance Testing Services, and UST Repair Services.
- 2) Demonstrated competence, education, experience and certifications of the Proposer.
- 3) References that justify items 1 and 2.

B. Responsiveness – 15%

- 1) Responsiveness to this RFP and the completeness of the information provided.
- 2) Proper completion of attached Pricing Sheets.
- 3) Ability to respond to the City's requirements, safety record, financial capability, insurance coverage and ability to provide a skilled work force.

C. Proposal Price – 50%

- 1) A low monthly price per facility is desired.
- 2) Competitive hourly rates, parts mark-up and administrative fees are desirable.
- 3) The City shall not be liable for any expenses or costs incurred by Proposers in preparing their proposals.

- 4) The City shall also have the right to accept or reject alternates in any order or combination, unless otherwise specifically provided in these specifications.

Final evaluation scores will be calculated using the scoring system described above, and the Proposer with the highest final score will be awarded the contract upon City Council approval.

The City reserves the right to reject any and all proposals. Results of the proposal review process will be utilized to establish a preliminary ranking of the Proposers. The City may interview the top ranked candidates and may negotiate the fee and scope of work. If an agreement cannot be reached with the top candidates, negotiations with subsequent candidates will be undertaken until an agreement is reached.

PROJECT SCHEDULE (Dates subject to change):

RFP Release Date	October 25, 2007
Deadline for Questions from Proposers	November 5, 2007 @ 5:00 PM
Proposal Due Date	November 13, 2007 @ 3:00 PM
Council Approval for Award of Contract	December 10, 2007 @ 7:00 PM

PROPOSAL REQUIREMENT & FORMAT

1. Company Profile: Identify the legal name, address, telephone and fax number of your firm.
2. Qualifications: At a minimum, eligible proposers will have qualifications in providing street sweeping services.
3. Scope of Service: Describe the recommended scope of service to be performed by your firm that clearly displays an understanding of the project as described in this RFP. Additionally, specific items that will not be maintained by proposers shall be clearly indicated in the proposal.
4. References: Provide a minimum of five (5) references the City may contact concerning your performance on other similar contracts preferably in the Southern California area.
5. Claim History: Provide information on any legal judgments or claim settlements your firm and any individual has had in the past five years against any public or private entity for whom it provides service, with an explanation of their disposition.
6. Schedule of Fees: Provide fee detail on Pricing Sheets included in this RFP as Attachment C.
7. Proof of the Following Insurance Coverage:
 - General Liability coverage of premises, products and complete operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence.

- Auto Liability Insurance in the amount of \$1,000,000 per occurrence, combined single limit.
- Workers Compensation Insurance as required by the State of California statutes.
- Proof that if selected, the City of Culver City is to be named as Additional Insured on the above captioned insurance coverage's as respect to the City's interests under this agreement. This is to be complied with presenting an appropriate insurance certificate to the City prior to execution of the agreement and by presenting to the City an endorsement to the policy signed by an officer of the insurance agency within thirty (30) days of the date of the proposal award and prior to execution of this agreement. All policies of insurance shall provide for a minimum of thirty (30) days written notification of any change or cancellation of the policy. Insurance policies to be in a form and written thru companies acceptable to the City; shall include endorsements which are necessary to ensure coverage which is appropriate to the nature of the agreement.

Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City Manager in writing prior to commencement of actual change in work. No Fee adjustment will be allowed unless said prior approval is authorized exclusively in writing by the City, without explanation.

ATTACHMENT A

FUEL FACILITY LOCATIONS & COMPONENTS

Culver City Transportation Facility

9815 Jefferson Boulevard
Culver City, California 90232
1 – 8,000 gallon Unleaded Tank
2 – 12,000 gallon Diesel Tanks
VeederRoot ILS 350

Culver City Police Department

4040 Duquesne Avenue
Culver City, California 90232
1 – 12,000 gallon Unleaded Tank
1 – 8,000 Gallon Diesel Tank – plumbed to emergency generator; not used for dispensing diesel fuel
VeederRoot ILS 350

Culver City Fire Station #1

9600 Culver Boulevard
Culver City, California 90232
1 – 2,000 gallon Unleaded Tank
2 – 2,000 gallon Diesel Tanks – one plumbed to emergency generator; both used for dispensing diesel fuel
VeederRoot ILS 350 Plus

Culver City Fire Station #2

11252 Washington Boulevard
Culver City, California 90230
NOTE: This site will be under construction as of January 2008 for removal of two (2) USTs which will be replaced with:
1 – 2,500 gallon Above-ground Storage Tank (AST) for Diesel Fuel – plumbed to onsite emergency generator; used for dispensing diesel fuel
VeederRoot ILS 350

ATTACHMENT B

DESIGNATED UST OPERATOR REGULATIONS California Code of Regulations, Title 23, Chapter 16

§ 2611. Definitions

“Designated underground storage tank operator” or “designated UST operator” means one or more individuals designated by the owner to have responsibility for training facility employees and conducting monthly visual inspections at an underground storage tank facility. A “designated UST operator” is not considered the “operator” as defined in Chapter 6.7 of Division 20 of the Health and Safety Code, although the same individual may hold both positions.

“Facility employee” means an individual who is employed on-site at an underground storage tank facility, and who may be called upon to respond to spills, overfills, or other problems associated with the operation of the underground storage tank system. A “facility employee” is not considered the “operator” as defined in Chapter 6.7 of Division 20 of the Health and Safety Code, although the same individual may hold both positions.

§ 2715. Certification, Licensing, and Training Requirements for Underground Storage Tank Owners, Operators, Installers, Service Technicians, and Inspectors.

(a) By January 1, 2005, owners of underground storage tank systems shall submit a signed statement to the local agency indicating that the owner understands and is in compliance with all applicable underground storage tank requirements, and identifying the designated UST operator(s) for each facility owned. The owner shall inform the local agency of any change of designated UST operator(s) no later than 30 days after the change.

(b) Effective January 1, 2005, designated UST operators shall possess a current certificate issued by the International Code Council (ICC) indicating he or she has passed the California UST System Operator exam. The individual shall renew the ICC certification, by passing the California UST System Operator exam, every 24 months.

(c) The designated UST operator(s) shall perform monthly visual inspections of all underground storage tank systems for which they are designated. The results of each inspection shall be recorded in a monthly inspection report. The monthly visual inspection shall include, but is not limited to, the following:

- (1) Reviewing the alarm history report or log for the previous month, and checking that each alarm condition was documented and responded to appropriately. A copy of the alarm history report or log, along with documentation describing action taken in response to any alarm(s), shall be attached to the monthly visual inspection record.

- (2) Inspecting for the presence of hazardous substance, water, or debris in spill containers.

- (3) Inspecting for the presence of hazardous substance, water, or debris in under-dispenser containment areas, and checking that the monitoring equipment in these areas is located in the proper position to detect a leak at the earliest possible opportunity.

(4) Inspecting for the presence of hazardous substance, water, or debris in containment sumps that, in the past month, have had an alarm for which there is no record of a service visit, and checking that the monitoring equipment in these containment sumps is located in the proper position to detect a leak at the earliest possible opportunity.

(5) Checking that all required testing and maintenance for the underground storage tank system have been completed, and documenting the dates these activities occurred.

(6) Verifying that all facility employees have been trained in accordance with subdivision 2715(f).

(d) The designated UST operator(s) shall provide the owner or operator with a copy of each monthly inspection report, and alert the owner or operator of any condition discovered during the monthly visual inspection that may require follow-up actions.

(e) The owner or operator shall maintain a copy of the monthly inspection record and all attachments for the previous twelve months. The records shall be maintained on-site or, if approved by the local agency, off-site at a readily available location.

(f) By July 1, 2005, and every twelve months thereafter, the designated UST operator(s) shall train facility employees for which he or she is responsible in the proper operation and maintenance of the underground storage tank system. For facility employees hired on or after July 1, 2005, the initial training shall be conducted within 30 days of the date of hire.

(1) The training for facility employees must include, but is not limited to:

(A) The operation of the underground storage tank system in a manner consistent with the facility's best management practices.

(B) The facility employee's role with regard to the monitoring equipment as specified in the facility's monitoring plan.

(C) The facility employee's role with regard to spills and overfills as specified in the facility's response plan.

(D) The name of the contact person(s) for emergencies and monitoring equipment alarms.

(2) At least one of the facility employees present during operating hours shall have current training in accordance with subdivision (f)(1). For facilities that are not routinely staffed, the designated UST operator shall implement a facility employee training program approved by the local agency.

A list of facility employees who have been trained by the designated UST operator(s), shall be maintained on-site or off-site at a readily available location, if approved by the local agency. The list shall be provided to the local agency upon request. The list shall include the dates of training for all facility employees, and the hiring dates for all facility employees hired on or after July 1, 2005.

ATTACHMENT C

PRICING SHEETS

Proposers must utilize these Pricing Sheets to itemize proposed costs for services at each facility location, and for labor rates, administrative fees and parts mark-up percentages. Failure to use pricing sheets will result in non-inclusion of proposal for consideration. There are three (3) pages of Pricing Sheets.

PROPOSER: _____

Transportation Facility

Designated UST Operator Services	\$_____ per month for 36 months	3-yr Line Total: \$_____
SB989 Testing	\$_____ once within 36 months	3-yr Line Total: \$_____
Vapor Recovery Testing	\$_____ annually for each of 3 years	3-yr Line Total: \$_____
Monitoring Certification Testing	\$_____ annually for each of 3 years	3-yr Line Total: \$_____
TOTAL TRANSPORTATION FACILITY years 1 through 3		\$_____
TRANSPORTATION FACILITY – extension option years 4 and 5		\$_____

Police Department

Designated UST Operator Services	\$_____ per month for 36 months	3-yr Line Total: \$_____
SB989 Testing	\$_____ once within 36 months	3-yr Line Total: \$_____
Vapor Recovery Testing	\$_____ annually for each of 3 years	3-yr Line Total: \$_____
Monitoring Certification Testing	\$_____ annually for each of 3 years	3-yr Line Total: \$_____
TOTAL POLICE DEPARTMENT FACILITY years 1 through 3		\$_____
POLICE DEPARTMENT FACILITY – extension option years 4 and 5		\$_____

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Fire Station #1

Designated UST Operator Services	\$_____ per month for 36 months	3-yr Line Total: \$_____
SB989 Testing	\$_____ once within 36 months	3-yr Line Total: \$_____
Vapor Recovery Testing	\$_____ annually for each of 3 years	3-yr Line Total: \$_____
Monitoring Certification Testing	\$_____ annually for each of 3 years	3-yr Line Total: \$_____
TOTAL FIRE STATION #1 FACILITY years 1 through 3		\$_____
FIRE STATION #1 FACILITY – extension option years 4 and 5		\$_____

Fire Station #2

Designated UST Operator Services	\$_____ per month for 36 months	3-yr Line Total: \$_____
AST Testing, as Necessary	\$_____ annually for each of 3 years	3-yr Line Total: \$_____
Monitoring Certification Testing	\$_____ annually for each of 3 years	3-yr Line Total: \$_____
TOTAL FIRE STATION #2 FACILITY years 1 through 3		\$_____
FIRE STATION #2 FACILITY – extension option years 4 and 5		\$_____

TOTAL PROPOSAL – ALL FACILITIES years 1 through 3

\$_____

TOTAL PROPOSAL – ALL FACILITIES extension option yrs 4 and 5

\$_____

Associated Repair for UST and AST Components for All Sites

Comments

Hourly Rate for Minor Component Repair	\$	
Emergency Hourly Rate for Minor Component Repair	\$	
Projected Travel Time Costs	\$	
Administrative Fees for Obtaining Permits	\$	
Parts Mark-up Percentage	%	

SECTION III

Non-Collusion Affidavit To Be Executed By Each Awardee of a Proposal

STATE OF CALIFORNIA

COUNTY OF _____

_____, being first duly
Sworn, deposes and says that he is:

(sole City of Culver City, partner, president, secretary, etc.)

of: _____

the party making the foregoing proposal; that such proposal is not made in the interest of or on behalf any undisclosed person, partnership, company, association, organization or corporation; that such proposer has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that said proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said proposer or of any other proposer, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract, that all statements contained in such proposal are true; and , further, that said proposer has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative hereto, or paid and will not pay any fee in connection there with to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said proposer in his general business.

Signed:

Subscribed and sworn before me

This _____ Day of _____

(Notary Seal)

Notary Public

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

FIRM / ORGANIZATION INFORMATION FORM

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of their proposal or proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, a proposer will be selected without regard to gender, race, creed, or color. Categories listed below are based upon those described in 49 CFR § 23.5.

I. TYPE OF BUSINESS ENTITY: _____

(Non-profit, Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

If you are a non-profit, please skip sections II through V and fill in the name of the firm and sign on page 2.

II. TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):

III. RACE/ETHNIC COMPOSITION OF FIRM: (Owners, Partners, Associate Partners, Managers, Staff, etc.)

Please break down the total number of employees in your firm into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS	STAFF
	Male	Female		
Black/African American				
Hispanic/Latin American				
Asian American				
American Indian/Alaskan Native				
Filipino American				
White				

IV. PERCENTAGE OF OWNERSHIP IN FIRM. Please indicate by percentage (%) how the ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

V. CERTIFICATION AS MINORITY, WOMEN DISADVANTAGED, & DISABLED VETERANS BUSINESS ENTERPRISE

Is your firm currently certified as a minority, women-owner, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of the notice of certification.)

 M W D DV

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

LEGEND: M = Minority W = Women D = Disadvantaged DV= Disabled Veterans