

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1450 ALHAMBRA, CALIFORNIA 91802-1460

> IN REPLY PLEASE REFER TO FILE

June 25, 2024

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

**Dear Supervisors:** 

**ADOPTED** 

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

58 June 25, 2024

EDWARD YEN
EXECUTIVE OFFICER

SERVICE CONTRACT
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
ON-CALL UNDERGROUND AND ABOVEGROUND
STORAGE TANK TESTING AND CERTIFICATION SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

### SUBJECT

Public Works is seeking Board approval to award a service contract to SunWest Engineering Constructors, Inc., a Community Business Enterprise, for on-call underground and aboveground storage tank testing and certification services in various areas throughout the County of Los Angeles.

### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter.
- 2. Award the contract to SunWest Engineering Constructors, Inc., a Community Business Enterprise, for on-call underground and aboveground storage tank testing and certification services. This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$2,076,911.
- 3. Delegate authority to the Director of Public Works or his designee to execute the contract and renew for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, SunWest Engineering Constructors, Inc., has successfully performed

The Honorable Board of Supervisors 6/25/2024 Page 2

during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate the contract for convenience if it is in the best interest of the County to do so.

4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a service contract to SunWest Engineering Constructors, Inc., to provide on-call and intermittent certification, monitoring, and testing services to maintain underground and aboveground storage tanks, fuel dispensing facilities, and several nondispensing fuel storage sites within the County of Los Angeles.

This contract is required to ensure Public Works meets all regulatory required testing, monitoring, and reporting for monitoring system certifications; secondary containment testing; tank, line, and leak detector testing; and California Air Resources Board testing by certified technicians for all Public Works' underground and aboveground storage tank locations within unincorporated County areas. This service benefits all fuel facilities within the Los Angeles County Public Works.

The current contract will expire on July 31, 2024. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.

### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by contracting with the contractor who has the capacity to provide these specialized services to effectively minimize potential hazards by effectively testing and monitoring our sites to reduce the potential for environmental hazards.

### FISCAL IMPACT/FINANCING

The annual cost is \$343,291 plus 10 percent of the annual contract sum for additional work within the scope of the contract. The contract's initial term is for 1 year, commencing on August 1, 2024, or upon final execution by both parties, with four additional 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with an estimated maximum potential contract sum of \$2,076,911. This amount is based on the annual unit prices quoted by the contractor and Public Works' estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding. Adjustments will be made to the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

The Honorable Board of Supervisors 6/25/2024 Page 3

Funding for these services is included in the Internal Services Fund (B04 - Services and Supplies), which will be reimbursed by various funds through the fuel handling rate, and Public Works Aviation Enterprise Fund (M02 - Services and Supplies) Fiscal Year 2024-25 Budgets. Aviation Enterprise Fund's portion of the contract shall not exceed \$31,673 per year. When the need arises for services under this contract, financing the required services will be from the appropriate fund source. Total annual expenditure for these services, however, will not exceed the contract's amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contract as to form (Enclosure A). The recommended contract with SunWest Engineering Constructors, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (Los Angeles County Code Chapter 2.121) and the Living Wage Program (Los Angeles County Code Chapter 2.201) do not apply to this contract. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services provide monitoring, testing, reporting, and certification of underground and aboveground storage tanks and is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 and 15309 of the State of California Environmental Quality Act Guidelines and Classes 1 and 9 of the County Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, the services will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

### **CONTRACTING PROCESS**

On August 2, 2023, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World

The Honorable Board of Supervisors 6/25/2024 Page 4

Journal, Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,439 Local Small Business Enterprises, 162 Social Enterprises, 157 Disabled Veteran Business Enterprises, 752 Community Business Enterprises, 1,385 Community-Based Organizations, 92 independent contractors, various business development centers, and municipalities about this business opportunity.

On August 29, 2023, two proposals were received. Both proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, responsive and responsible, lowest cost proposer, SunWest Engineering Constructors, Inc., located in Chino, California.

The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Melli

Respectfully submitted,

MARK PESTRELLA, PE

Director

MP:SK:ta

**Enclosures** 

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

# AGREEMENT FOR ON-CALL UNDERGROUND AND ABOVEGROUND STORAGE TANK TESTING AND CERTIFICATION SERVICES (BRC0000429)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SunWest Engineering Constructors, Inc., a California Corporation, located at 4780 Cheyenne Way, Chino, California 91710, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

### **WITNESSETH**

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on August 29, 2023, hereby agrees to provide services as described in this Contract for On-Call Underground and Aboveground Storage Tank Testing and Certification Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, and Exhibit G, Tank Inventory; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the Parties to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$343,291 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term will be for a period of 1 year commencing on August 1, 2024, or upon final execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this

Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

<u>SIXTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

Los Angeles County Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>SEVENTH</u>: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>EIGHTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

<u>TENTH</u>: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA).

However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions will control and be binding.

<u>TWELFTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

<u>FOURTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties

executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

// // // //

// // //

. || || || ||

// // // // // //

// // // //

// // IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

**COUNTY OF LOS ANGELES** 

|                                     | By<br>Director of Public Works         |
|-------------------------------------|--|
|                                     | Director of Public Works               |
| APPROVED AS TO FORM:                |  |
| DAWYN R. HARRISON<br>County Counsel |  |
| By<br>Deputy                        |  |
| Deputy                              |  |
| Type/Print Name                     |  |
|                                     | SUNWEST ENGINEERING CONSTRUCTORS, INC. |
|                                     | By                                     |
|                                     | Its President                          |
|                                     | Type/Print Name                        |
|                                     | By                                     |
|                                     | Its Secretary                          |
|                                     | Type/Print Name                        |

Agenda Date: June 25, 2024 ENCLOSURE B

# PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL UNDERGROUND AND ABOVEGROUND STORAGE TANK TESTING AND CERTIFICATION SERVICES

### **SELECTED FIRMS**

| Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed. | Local Small<br>Business<br>Enterprise<br>(LSBE) | Small Business<br>Enterprise (SBE) | Minority | Women-Owned | Disadvantaged<br>Business | Disabled Veteran<br>Business<br>Enterprise | Social<br>Enterprise | Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise |
|---|---|------------------------------------|----------|-------------|---------------------------|--|----------------------|--|
| SunWest Engineering Constructors, Inc.  | N/A   | Yes                                | N/A      | Yes         | N/A                       | N/A  | N/A                  | N/A  |

<sup>\*</sup>Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

### **NON-SELECTED FIRMS**

| Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed. | Local Small<br>Business<br>Enterprise<br>(LSBE) | Small Business<br>Enterprise (SBE) | Minority | Women-Owned | Disadvantaged | Disabled Veteran<br>Business<br>Enterprise | Social<br>Enterprise | Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise |
|---|---|------------------------------------|----------|-------------|---------------|--|----------------------|--|
| Fueltec, Inc.   | Yes   | Yes                                | N/A      | N/A         | N/A           | Yes  | N/A                  | N/A  |

<sup>\*</sup>Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

Agenda Date: June 25, 2024 ENCLOSURE B

# PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL UNDERGROUND AND ABOVEGROUND STORAGE TANK TESTING AND CERTIFICATION SERVICES

| FIRM  | I INFORMATION*            | SunWest<br>Engineering<br>Constructors,<br>Inc. | Fueltec, Inc.                                      |  |
|---|---------------------------|---|--|--|
| BUS   | SINESS STRUCTURE          | Corporation**                                   | Limited Liability<br>Company                       |  |
| CIII TUBA   | AL/ETHNIC COMPOSITION     | NUMBER/9/ O                                     | F OWNERSHIP  |  |
| COLTORA   | C/ETHNIC COMPOSITION      | NONBER //                                       | FOWNERSHIP   |  |
| RS  | Black/African American    | 0   | 0  |  |
| l $ true{1}{2} true{1}$ | Hispanic/Latino           | 0   | 3/100%   |  |
| I R1  | Asian or Pacific Islander | 0   | 0  |  |
| /A/   | Native American           | 0   | 0  |  |
| IRS<br>IRS  | Subcontinent Asian        | 0   | 0  |  |
| Black/African American Hispanic/Latino Asian or Pacific Islander Native American Subcontinent Asian White Female (included above)   |                           | 3/100%  | 0  |  |
| ,<br>O  | Female (included above)   |   | 1  |  |
|   |                           |   |  |  |
| COU   | NTY CERTIFICATION         |   |  |  |
|   | CBE                       | Y   | Y  |  |
|   | LSBE                      | N   | Y  |  |
| OTHER   | CERTIFYING AGENCY         | Supplier<br>Clearinghouse                       | California<br>Department of<br>General<br>Services |  |

<sup>\*</sup>Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.











### lacounty.gov

→ Home (/LACoBids/) / 
→ Admin (/LACoBids/Admin) / 
→ Open Solicitations (/LACoBids/Admin/BidList)
→ Open Solicita

## Solicitation Detail

| Soliciation Number: | BRC0000429  |  |  |  |  |
|---------------------|---|--|--|--|--|
| Title:              | On Call Underground and Aboveground Storage Tank Testing and Certification Services |  |  |  |  |
| Department:         | Public Works  |  |  |  |  |
| Bid Type:           | Service <b>Bid Amount:</b> \$300,000.00   |  |  |  |  |
| Commodity:          | LEAK DETECTION AND VAPOR MONITORING EQUIPMENT FOR TANKS                             |  |  |  |  |

### **Description:**

PLEASE TAKE NOTICE that Public Works requests proposals for the On Call Underground and Aboveground Storage Tank Testing and Certification Services (BRC0000429) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and potential additional four 1-year option renewals. The total annual contract amount of this service is estimated to be \$300,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts/ or may be requested from Ms. Amber Albert at (626) 458-4199 or aalbert@pw.lacounty.gov or Mr. Danny Medina at (626) 458-4080 or dmedina@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities/. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: http://dcba.lacounty.gov.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents, including, but not limited to:

- 1. Proposer must have a minimum of 3 years of experience performing underground and aboveground storage tank inspection and certification services.
- 2. Proposer's supervising employee must have a minimum of 3 years of experience performing underground and aboveground storage tank inspection and certification services.
- 3. Proposer must comply with one of the two options listed below:

**Enclosure C** 

Option I: Proposer must submit copies of an active and valid Tank Tester's license issued by the California State Water Board for a minimum of three employees designated to perform tank testing.

OR

Option II: Proposer must submit a combination of at least three employees' valid and active current contractor's licenses issued by the California Contractors State License Board, for any one of the following listed below:

- Class "A" General Engineering Contractor License
- C-10 Electrical Contractor License
- C-34 Pipeline Contractor License
- C-36 Plumbing Contractor License
- C-61 (D40) Limited Specialty Service Station Equipment and Maintenance Contractor License
- 4. Proposer must provide a minimum of three employees designated to perform tank testing who hold active and valid certificates issued by the International Code Council, indicating that they have passed the California Underground Storage Tank Service Technician exam.
- 5. Proposer must provide a minimum of three employees who hold active and valid certificates issued by Veeder-Root as a Veeder-Root Certified Technician designated to work with Veeder-Root sensors and panels.
- 6. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFP, Part II, Exhibit B. Please note that the services requested in this contract may include both prevailing wage and nonprevailing wage work. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.
- 7. Subcontracting is not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified.

Please Note: The contractor awarded this contract will not be eligible to participate in any other contract with Public Works for underground/aboveground storage tank services, including for Designated Operator Services, Underground Storage Tank/Aboveground Storage Tank (UST/AST) Testing and Certification, and UST/AST Maintenance and Repairs.

Please Note: This RFP may include minor on-call storage tank maintenance requests in accordance with Exhibit A, Scope of Work; however, other than directed by the contract

manager, there will be no other maintenance work performed.

In addition, in any case of acquisitions, mergers, or any other changes in the contractor's entity that results in the common ownership of the contract or interest of the contractor providing this solicited service and any other contract for services pertaining to Underground Storage Tank Designated Operator Services, UST/AST Repairs, or UST/AST Testing and Certification by the same person and/or entity at the Director of Public Works or his designee's sole discretion, this contract may be immediately terminated or suspended without liability to the County.

There will be no proposers' conference for this solicitation. The deadline to submit written questions for a response is Monday, August 21, 2023, by or before 5:30 p.m.

The deadline to submit proposals is Tuesday, August 29, 2023, at 5:30 p.m. Please direct your questions to Ms. Albert at (626) 458-4199 or Mr. Medina at (626) 458 4080. See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.

Item Solicitation Schedule Due Date (by 5:30 p.m.)

- 1. Written Questions Due Monday, August 21, 2023
- 2. Form PW-3: Jury Service Exemption Monday, August 21, 2023
- 3. Proposal Submission Due Tuesday, August 29, 2023

NOTE: Items 1 and 2 above, if submitting, will be due via e-mail to Ms. Albert at aalbert@pw.lacounty.gov; or Mr. Medina at dmedina@pw.lacounty.gov. Item 3 is due from all proposers in accordance with the Important Notice below.

#### IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

Less

| Open Day:        | 8/2/2023                | Close Date:    | 8/29/2023 5:30:00 PM |  |  |
|------------------|-------------------------|----------------|----------------------|--|--|
| Contact Name:    | Amber Albert            | Contact Phone: | (626) 458-4199       |  |  |
| Contact Email:   | aalbert@pw.lacounty.gov |                |                      |  |  |
| Last Changed On: | 8/2/2023 10:26:09 AM    |                |                      |  |  |

Attachment File (0):

• Click here to download attachment files.

Update (/LACoBids/Admin/UpdateBid/OTM0ODU2IDgyMjM4)



Powered by ISD | Contact Us