



**REQUEST FOR PROPOSAL
FOR
BI-ANNUAL MAINTENANCE OF
UNDERWATER STRUCTURES AND EQUIPMENT AT
LAKE MERRITT PUMP STATION**

**Proposal Submittal Deadline:
2:00 P.M. (PST), Tuesday, October 14, 2014**

Issued by:
Alameda County Flood Control and Water Conservation District
September 16, 2014

Bi-annual Maintenance of Underwater Structures and Equipment at Lake Merritt Pump Station for Maintenance Diving Services

September 16, 2014

The Alameda County Flood Control and Water Conservation District (DISTRICT) is requesting proposals for the Bi-annual Maintenance of Underwater Facilities of the Lake Merritt Pump Station. This is a unique multi-purpose facility that has been in operation since 1972. Maintenance includes but is not limited to work such as cleaning heat exchangers, apron areas, sediment trenches, and trash racks. (See Exhibit A) The contract awarded will include on-call diving services at additional Alameda County locations should the need arise.

The purpose of this Request for Proposal (RFP) is to inform interested Contractors and request that they submit proposals for undertaking the diving and maintenance work outlined in Exhibit A.

BACKGROUND

Lake Merritt Pump Station is a unique fresh and salt-water lake located within the City of Oakland. The lake provides many amenities for residents and visitors such as parkland, wildlife, boating, walking, and other recreational activities. The Lake Merritt Pump Station is located at the western end of the lake. It was built as a response to flooding of the lake and was completed in 1971. Today it acts to prevent flooding, improve water quality, and maintain water levels of the lake. Lake Merritt Pump Station is one of the DISTRICT'S pump station facilities and as such requires ongoing maintenance. The DISTRICT is seeking a Contractor to perform a portion of this work.

PRE-PROPOSAL MEETING

A pre-proposal meeting has been scheduled for October 2, 2014, at 10:00 a.m. at the Lake Merritt Pump Station. The Station is located on 7th Street adjacent to Laney College in Oakland. All prospective prime contractors are required to attend. Bid Proposals from prime contractors that fail to attend this mandatory pre-bid meeting will be rejected.

BIDDER QUALIFICATIONS

To be considered for this contract, Contractors must have a State of California General Engineering License (Class A) and a minimum of five years of licensed commercial diving experience in the removal of marine growth, suction dredging, corrosion repair and other marine work. There are additional Contractor requirements. (See Exhibit A.)

WRITTEN SUBMITTALS, INTERVIEWS, AND INTERVIEW RANKINGS

All proposals will be evaluated by a DISTRICT selection committee. The DISTRICT will select a Contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of proposals and interviews shall be within the sole judgment and discretion of the DISTRICT.

The DISTRICT will score submitted proposals and invite up to four Contractors to be interviewed. After interviews, the DISTRICT will select a top ranked consultant.

Organize your submittal in the following order and categories and with the accompanying information:

1. Cover Letter: Introducing the firm and providing the name, telephone number, and email address of the contact person.
2. Company Profile: Qualifications of the firm including recent experience with similar projects. Include any on-call work the company has performed. Include 'Small and Local Emerging Business (SLEB)' certifications for your firm and for sub-consultants you would use on this project. Alameda County encourages SLEB and minority and women-owned businesses to file submittals. If your firm and/or subcontractors have an office located in Alameda County, include this information.
3. Resumes of Key Staff: Include resumes of key personnel who will manage the work including their recent experience with similar projects and their role in those projects.
4. References: Provide four clients for whom the firm has provided similar services. Include the services provided and the dates of services. (Use Exhibit B.) Contractors may provide additional supporting information in addition to Exhibit B.
5. Cost: Provide costs for work by filling out the Bid Proposal Sheet and submitting it as part of the proposal. (See Exhibit D.)
6. Proposed Maintenance Plan: Provide a plan using the information contained in Exhibit A to describe elements of the work, proposed methodology, and demonstrate a clear understanding of the required work.

After submittal of written qualifications, the DISTRICT will select a short-list of Contractors (up to four) who will be invited to be interviewed. To determine the short-list, the DISTRICT will assign separate points to various categories to rank each submittal. (See Scoring for Written Qualifications chart, page 4.) Each of the categories will be used in ranking the proposals. Responses will be scored from a minimum of zero points to a maximum of twenty points. The scores for all categories will then be added according to their assigned weight to arrive at a weighted score for each proposal.

A proposal with a higher weighted total will be deemed of higher quality than a proposal with a lower-weighted total. In an effort to encourage the growth of small, local, and emerging businesses, the DISTRICT will award up to 10% preference points for businesses that meet this criteria (5% for Certified Local and 5% for Certified Small and Local or Emerging and Local). This results in Contractor's receiving a possible 10 points for Certified Local (5 points) and Certified Small and Local or Emerging and Local businesses (5 points). The above will result in a short-list for interviews. The final maximum possible score for the written submittals is one hundred and ten (110) points.

The DISTRICT will rank the top four (4) Consultants and conduct interviews. Interviews will be scored from 0-50 points. (See second chart, page 4.) Again up to 10% preference points (5 points maximum) for Certified Local (2.5 points) and Certified Small Local or Emerging and Local (2.5 points) will be added.

To determine the final rankings, the DISTRICT will combine scores from the written and interview portions of the proposals. The DISTRICT will reassign points achieved from the written submittals and add them to points achieved in the interview. The maximum possible score after interviews is one hundred and sixty-five (165) points. The DISTRICT will select the Contractor with the highest score.

Following the final Contractor ranking, the DISTRICT will attempt to negotiate and award a contract to the highest ranked Contractor. Should the DISTRICT not come to an agreement with the highest ranked Contractor, the next highest ranked Contractor will be contacted for negotiations.

The evaluation of proposals and interviews shall be within the sole judgment and discretion of the DISTRICT.

The DISTRICT intends to award a contract to the responsible Contractor whose response conforms to the RFP and whose response represents the greatest value to the DISTRICT, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the DISTRICT. However, submitted cost will be examined for reasonableness (does it accurately reflect the work), realism (is it a realistic cost for the proposed work) and affordability (is it beyond what the DISTRICT desires to pay for this work).

Scoring For Written Qualifications

	Category	Score
1.	Experience With Similar Projects	0-10
2.	Resumes of Key Personnel	0-15
3.	References Descriptions	0-5
4.	Quality of References	0-10
5.	Bid Cost	0-20
6.	Proposal Package Completeness	0-5
7.	Proposal Organization	0-5
8.	Maintenance Plan Structure, Staffing, and Workability	0-15
9.	Scope of Work Understanding	0-15
	<i>Subtotal Score</i>	<i>0-100</i>
10.	Local Preference: Points equaling five percent (5%) of Contractor's subtotal score will be added.	0-5
11.	Small and Local or Emerging and Local Preference: Points equaling five percent (5%) of Contractor's subtotal score will be added.	0-5
	Total Score	0-110

Scoring For Written Qualifications and Interview

	Category	Score
1.	Score From Written Qualifications (Use Above Score)	0-110
2.	Interview	0-50
3.	Local Preference: Points equaling five percent (5%) of Contractor's Interview score will be added.	0-2.5
4.	Small and Local or Emerging and Local Preference: Points equaling five percent (5%) of Contractor's interview score will be added..	0-2.5
	Total Score	0-165

CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the District and/or other persons designated by the District will meet with the Contractor to evaluate the service and to identify any issues or potential problems.

The DISTRICT reserves the right to determine, at its sole discretion, whether:

1. Contractor has complied with all terms of this RFP; and
2. Any problems or potential problems with the services were evidenced which make it unlikely (even with possible modifications) that such services have met the DISTRICT requirements.

If, as a result of such determination, the DISTRICT concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for the removal of equipment and shall return to county facilities to their pre-installation state at no charge to the DISTRICT. The DISTRICT will have the right to invite the next highest ranked bidder to enter into a contract. The DISTRICT also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing of any contract award recommendation. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Contractor's bid.
 - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
 - b. Debriefing may include review of successful bidder's proposal with redactions as appropriate.
 3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

PRICING

1. Prices quoted by Contractor are for years one, two and three for any contract that may be awarded.
2. All pricing as quoted will remain firm for years one, two and three for any contract that may be awarded as a result of this RFP.
3. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
4. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
5. Price quotes shall include any and all payment incentives available to the DISTRICT.
6. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
7. Federal and State minimum wage laws apply. The DISTRICT has no requirements for living wages. The DISTRICT is not imposing any additional requirements regarding wages.
8. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

RFP PROTEST/APPEALS PROCESS

The DISTRICT seeks fair and competitive contracting procedures and the commitment to following those procedures. The following is provided in the event that Contractors wish to protest the RFQ process or appeal the recommendation to award a contract for this project.

1. Any RFP protest by any Contractor regarding any other Contractor must be submitted in writing to Rick Ruiz, Deputy Director, Maintenance and Operations, 951 Turner Court, Hayward, CA 94545, Fax: (510) 670-5251, before 5:00 p.m. of the **FIFTH (5th)** business day following the date of issuance of the Notice of Intent to Award, not the date received by the Contractor. A RFP protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The RFP protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.

- c. The protest must include the name, address, email address, fax number, and telephone number of the person representing the protesting party.
 - d. The DISTRICT will transmit a copy of the RFP protest to all Contractors after receipt of the protest.
2. Upon receipt of written protest, the Public Works Agency Deputy Director, or designee will review and evaluate the protest and issue a written decision. The Public Works Agency Deputy Director, may, at his discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Contractor and others (as appropriate) to discuss the protest. The decision on the RFP protest will be issued at least ten (10) business days prior to the Alameda County Board of Supervisors hearing or award date.

The decision will be communicated by email or fax, and certified mail and will inform the Contractor whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Contractors affected by the decision. As used in this paragraph, a Contractor is affected by the decision on a RFP protest if a decision on the protest could have resulted in the Contractor not being the apparent successful Contractor on the RFP.

3. The decision of the Public Works Agency Deputy Director on the RFP protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: (510) 272-6502. The Contractor whose qualifications are the subject of the protest, all Contractors affected by the Public Works Deputy Director decision on the protest, and the protestor have the right to appeal if not satisfied with the Public Works Agency Deputy Director's decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the Public Works Agency Deputy Director, not the date received by the Contractor. An appeal received after 5:00 p.m. is considered received as of the next business day.
 - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, District contracting policies or other laws and regulations.
 - c. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Public Works Agency Deputy Director. As such, a Contractor is prohibited from stating new grounds for a RFP protest in its appeal.
 - d. The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the Contractor, the Contractor whose qualifications are the subject of the Contractor protest, and all Contractors affected by the decision.
4. The DISTRICT will complete the RFP protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.

5. The procedures and time limits set forth in this paragraph are mandatory and are each Contractors sole and exclusive remedy in the event of a RFP protest. A Contractor's failure to timely complete both the RFP protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies or failure to comply otherwise with these procedures shall constitute a waiver of any right to further pursue the RFP protest, including filing a Government Code Claim or legal proceedings.

TERMS AND CONDITIONS

1. The term of the contract which may be awarded pursuant to this RFP will be 3 years.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for two additional one year terms at agreed prices with all other terms and conditions remaining the same.

QUANTITIES

Quantities listed herein are to be used for estimating purposes and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Written Submittals, Interviews, and Interview Rankings."
2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the DISTRICT and attains the highest overall point score. Award may not necessarily be made to the Contractor with the lowest price.
3. Small and Emerging Locally Owned Business: The COUNTY is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the COUNTY's purchase of goods and services.
4. The DISTRICT reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the DISTRICT.
5. The DISTRICT reserves the right to award to a single or multiple Contractors.
6. The DISTRICT has the right to decline to award this contract or any part thereof for any reason.
7. Board approval to award a contract is required.
8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.

9. Final Standard Agreement terms and conditions will be negotiated with the selected Contractor. Contractor may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.

10. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Contractor's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

INVOICING

1. The Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. The DISTRICT shall notify Contractor of any adjustments required to invoice.
4. The Contractor shall utilize standardized invoice upon request.
5. Invoices shall only be issued by the Contractor who is awarded a contract.
6. The DISTRICT will pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.
7. The Contractor must submit Certified Payroll Records (CPRs) for all work requiring the payment of prevailing wages. District will withhold payment until CPRs have been submitted and approved.

ACCOUNT MANAGER/SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the DISTRICT account/contract. The account manager shall receive all orders from the DISTRICT and shall be the primary contact for all issues regarding Contractor's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the DISTRICT during normal working hours, Monday through Friday excluding holidays. Such representative(s) shall be knowledgeable about the contract, services offered and be able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with the DISTRICT requirements and standards and work with the DISTRICT to ensure that established standards are adhered to.

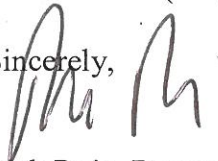
This work is subject to payment of applicable prevailing wage as determined by the Department of Industrial Relations, the applicable wage rates for which are on file at Alameda County Public Works, 951 Turner Court, Hayward, CA 94545.

Additionally, the DISTRICT utilizes the Elation Systems, an online web-based compliance application to monitor, track, and report subcontractor utilization. The DISTRICT will require usage of Elation Systems and information about Elation Systems is also available on the above website.

Insurance certificates are not required at the time of proposal submission. However, respondents must meet the minimum insurance requirements prior to award. The documentation must be provided to the DISTRICT prior to award and shall include an insurance certificate and additional insured certificate naming the DISTRICT which meets the minimum insurance requirements as stated in Exhibit C – County of Alameda Minimum Insurance Requirement.

Proposals will be accepted until 2:00 p.m. October 14, 2014 in Room 100, Public Works Agency, 951 Turner Court, Hayward, CA 94545, and attention: David Lewis. Postmarks will not be considered. To be considered, consultants must submit four (4) copies of the proposal. Proposals must be submitted in a sealed envelope, either by mail or personal delivery. NO FAXED OR ELECTRONIC SUMMITTALS WILL BE ACCEPTED. Do not submit confidential, proprietary, or trade secret material as the DISTRICT cannot guarantee any part of the submission will be maintained as confidential. Submissions may be considered public records subject to public disclosure. The DISTRICT reserves the right to discontinue the solicitation process at any time. No compensation shall be provided to firms submitting proposals under any circumstances. If you have any question about this information, please contact David Lewis at (510) 670-5599.

Sincerely,



Rick Ruiz, Deputy Director
Maintenance and Operations

EXHIBIT A

LAKE MERRITT PUMP STATION

MAINTENANCE OF UNDERWATER STRUCTURES AND EQUIPMENT

The Lake Merritt Pump Station is a unique facility with the following features:

- 1) Acts as a tidal barrier between the Oakland Harbor and Lake Merritt;
- 2) Controls gravity outflow from Lake Merritt or Oakland Harbor;
- 3) Pumps water from Lake Merritt to Oakland Harbor for flood control purposes;
- 4) Pumps water from Lake Merritt or Oakland Harbor to provide flushing of low quality water from Lake Merritt;
- 5) Pumps water from Oakland Harbor to Lake Merritt to refill Lake Merritt with high quality bay water;
- 6) Forms a scenic lake within the campus of Laney College;
- 7) Forms a six lane highway bridge for the 7th Street crossing of the Lake Merritt Channel; and
- 8) Provides four-way grade-separated pedestrian walkways crossing 7th Street and the Lake Merritt Channel

I. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, workmanship, transportation, and services required to perform bi-annual (every six months) underwater maintenance of underwater structures and equipment at the Lake Merritt Pump Station, which is located on the DISTRICT's Zone 12, Line R, in Oakland. Additionally, Lake Merritt Pump Station is located on and within the Lake Merritt outfall channel at 7th Street adjacent to Laney College. In addition to bi-annual underwater maintenance, the Contractor shall remain on call throughout the year to provide diving services at the pump station as requested by the DISTRICT. Additionally, the Contractor shall remain on-call for diving at other Alameda County locations as required by the DISTRICT.

II. DEFINITIONS

For the purposes of this contract, the following definitions shall apply:

1. DIVE: A dive shall be considered as the time spent by a diver assisted by the diving crew in dressing and undressing, in the water, or engaged in activities directly related to the diving operation regardless of the number of times the diver comes to the surface during a shift.
2. DIVING CREW: A diving crew shall consist of either (a) or (b) listed below, as requested by the DISTRICT. The number and type of personnel supplied shall meet the minimum Occupational Safety and Health Administration (OSHA) requirements.
 - (a) One diver, with two appropriate support crew members (three-person team)
 - (b) Two divers, with three appropriate support crew members (five-person team)

3. STANDBY DIVER: A standby diver is a person, in addition to the diving crew, that functions as a separate diver in the event of hazardous conditions such as strong currents, no free access to surface, or other hazards. When assigned, a standby diver will be on deck, suitably dressed, and ready to dive.
4. REGULAR SHIFT AND OVERTIME: A regular shift will be eight (8) hours, Monday through Friday excluding holidays, from 7:00 a.m. to 3:30 p.m. Overtime is any hours worked over 8 hours a day or over 40 hours in a week.
5. STANDBY TIME:
 - A) Standby time shall be that time when:
 - (a) Service has been ordered by the DISTRICT and the diving crew and equipment are available, the crew is ready to perform diving operations, but diving is temporarily suspended by the DISTRICT or is prevented by causes beyond the control of the Contractor.
 - (b) The diving crew is engaged in operations related to and supporting the diving work, but not actually engaged in diving.
 - B) Standby time will not be paid for on Saturdays, Sundays, holidays, or other times outside the regular shift unless it is during a time when service has been ordered by the DISTRICT on such a day.

III. SPECIAL CONDITIONS

1. An Engineering Diving Inspector's scope of work will be provided to the Contractor. The Contractor shall perform work within 10 days after the scope of work is provided in accordance with the scope of work and as directed by the DISTRICT. Additionally, the DISTRICT has retained the Engineering Diving Inspector to perform diving inspections to assist the District in devising additional scopes of work and identifying needed maintenance. The Contractor shall coordinate with the Diving Inspector including attending meetings with the Diving Inspector to perform required maintenance. There are no bid items for attending meetings or coordinating with the Diving Inspector. These items shall be considered included in the prices paid for the various items of work and no additional compensation will be allowed therefore.
2. The Engineer's scope of work may require all or some of the items including cleaning and clearing marine growth and debris from, and carrying out needed maintenance to some or all the following areas:
 - a) All heat exchangers
 - b) All bubbler tube bleed outlets located on the upstream, downstream, suction and discharge channel walls
 - c) All trash rack areas including divider trash racks
 - d) All pump inlets
 - e) All gate areas, including channel floors in the area of gate travel
 - f) Upstream and downstream apron areas
 - g) All zinc plates, graphite anodes, and anode housings (20)
 - h) All Vertical Concrete Piles

- i) Suction Channel and Discharge Channel Walls
- j) Clean and remove marine growth from downstream and upstream wall faces
- k) Pump shaft support hubs, vanes, and inlet walls from the impeller shaft to the impeller
- l) Discharge butterfly valves and the walls of the discharge outlets
- m) Walkway tunnel drain flap gates
- n) Sediment trenches
- o) Corrosion work as needed in the suction inlets and on the discharge butterfly valves

NOTE: Working in the suction inlets requires up to a 25 feet penetration dive at a maximum depth of 18 feet into a 12 feet wide by 4 feet high rectangular concrete structure that transitions into a 5 feet diameter steel pipe.

3. Contractor shall immediately notify the DISTRICT representative of any damage to equipment or structures, any damage or failure of epoxy coatings or waterproofing membranes, any corrosion, or any other unusual conditions, including excessive silt and/or debris deposits.
4. Contractor shall communicate daily with the DISTRICT to notify the DISTRICT of work done that day. Contractor shall provide a weekly written report to the DISTRICT on all completed maintenance. Contractor shall make available the diver's logs to be reviewed or copied by the DISTRICT.
5. Contractor shall be held responsible for the care and preservation of the DISTRICT premises and of adjacent premises and co-terminus property. Any parts of them injured, damaged, or disturbed because of the Contractor's work shall be repaired, replaced, or cleaned by the Contractor at the Contractor's expense.
6. Contractor shall be fully responsible for accidents to the public and/or damage to public and private property on the site of the work. All safety orders, rules, and recommendations of the Division of Industrial Safety of the Department of Industrial Relations of the State of California applicable to the work to be done under this contract shall be obeyed and enforced by the Contractor.
7. The DISTRICT reserves the option of supplying the materials necessary for the work. Contractor shall not use any materials without the prior written consent of the DISTRICT.

IV. SPECIFIC REQUIREMENTS

1. Contractor must have a current General Engineering License (Class A) from the State of California Contractors State License Board (CSLB). A copy of the Contractor's license must be submitted together with the Contractor's resume, summary of work experience, and references.
2. A minimum of FIVE (5) YEARS of licensed, commercial diving experience in the removal of marine growth, suction dredging, corrosion, application of underwater epoxy, water jetting, drilling and setting concrete anchor bolts, and underwater video documentation is required to bid on this contract. Additionally, the contractor must provide a detailed work summary that lists this past work.

3. Contractor must provide a minimum of four (4) references and descriptions of projects and the type of diving services provided. Exhibit B, References, must be completed and submitted with the bid. Contractors may provide additional supporting information in addition to Exhibit B.
4. Contractor shall provide professional divers and tenders that are fully certified, licensed, and qualified to perform the diving services required under this contract.

V. MINIMUM CLEANING AND REPAIR REQUIREMENTS

The information below outlines work that is provided for bidding purposes but the specifics of these items may change in the actual scope of work. Minimum cleaning requirements may or may not be required to be completed during one maintenance cycle.

At a minimum, the Contractor will be required to remove at least ninety five percent (95%) of the marine growth and debris from the below listed areas. The major fouling growth in these areas consists of hard shelled barnacles, mussels, tube worms, oysters, and soft growth organisms such as hydroids, tunicates, sponges, sea lettuce, and widgeon grass. Contractor must use **acrylic or other soft type hand scrapers** and low pressure water jet (100 psi or less) so as not to damage the coatings or equipment, unless otherwise specified.

1. HEAT EXCHANGERS: Remove marine growth from all four (4) heat exchangers, including marine growth within at least two (2) feet distance in any direction of each heat exchanger. Care must be taken to not damage heat exchanger tubes during cleaning.
2. BUBBLER TUBES: Remove marine growth from the four (4) bubbler tube bleed outlets located on the upstream, downstream, suction, and discharge channel walls, including marine growth within at least two (2) feet distance in any direction of the outlet of the lines. Check the stainless steel bubbler tube in the suction channel for leaks, and the bubbler tube's anchors and straps for tightness.
3. SUCTION AND DISCHARGE CHANNEL GATES: Remove marine growth from all sides of the four (4) gates located at each end of the suction and discharge channels. (See item 12.)
4. ZINC ANODES AND GRAPHITE ANODE HOUSINGS: Scrape the brown crust off of the four (4) pairs of zinc anodes in the suction inlets and report remaining diameter and thickness of each zinc anode to the DISTRICT personnel for replacement evaluation. Replace any badly worn zinc anodes with new anodes supplied by the DISTRICT. Remove marine growth on the twenty (20) vertical PVC anode housings on the channel walls next to the gates, including marine growth within at least two (2) feet distance in any direction from the anode housings. Check each U bracket for tightness and reattach any loose brackets with new 316 stainless steel concrete anchor bolts embedded in approved epoxy. Document the condition of each graphite and zinc anode during the post work.
5. TRASH RACKS: Remove all marine growth and debris from the upstream and downstream trash racks. The racks span the entire width of the pump station and include racks that divide each apron bay into suction and discharge areas. The marine growth must be removed from both sides of the trash racks, and from the horizontal strength members on the inside of the

trash racks. The Contractor shall be responsible for securing the diver's doors in the trash racks at the end of each workday.

6. APRONS, CHANNEL FLOORS: Remove all marine growth and debris on the concrete aprons on each side of the pump station, from the pump station walls to the outside edge of each apron next to the sediment trenches. Remove all marine growth and debris on the channel floors in the areas of gate travel to a point at least fifteen (15) feet into the channels from the gate shafts. These areas must be cleaned to bare concrete using hand scrapers, low pressure water jet, and/or dredging equipment. The concrete aprons, and the channel floors in the areas of gate travel, must be cleaned last so that all marine growth and debris that have been removed from the trash racks, gates, vertical anode housings, and other areas will be completely removed from the aprons and channel floors.
7. PUMP INLETS/TUBES: If necessary, remove all corrosion, blistering, etc. on the steel areas of the pump inlets/tubes using air powered wire wheel or hand scraping to a bare metal surface. An underwater epoxy must immediately be applied to the exposed areas. A minimum of two (2) coats, six (6) mil thickness each coat, of epoxy shall be applied to all repaired surfaces. Epoxy shall be as approved by the DISTRICT, and applied in accordance with the manufacturer's instructions.
8. SEDIMENT TRENCHES: Remove all marine growth and debris in the sediment trenches which run across the outer width of the upstream and downstream aprons. This must be done during the fall maintenance to prepare for the winter storm runoff. Each of the sediment trenches are about eighty-six (86) feet long, six (6) feet wide, and three (3) feet deep. The excavation of the sediment trenches must be done with a suction dredge. Large debris items that can't be removed with the suction dredge will need to be picked up by the divers and deposited on the banks for removal by topside personnel. The entire length of both trenches must be cleaned to a depth of three (3) feet as measured from the top of apron and to a minimum width of six (6) feet.
9. ZINC PLATES/ANODES: Replace zinc plates/graphite anodes when designated for replacement. Zinc plates/graphite anodes will be supplied by the DISTRICT. Any necessary drilling or modification shall be considered part of the Contractor's daily diving services. Contractor must insure that the anode housing anchors are sufficient to hold the anodes in place. Anchors found to be defective shall be repaired or replaced with appropriate, suitable anchors.
10. AIR BLEED LINE AND OTHER BRACKETS/ANCHORS: Any loose bracket/anchor must be re-anchored with 316 stainless steel concrete anchor bolts embedded in an approved epoxy.
11. DRAIN FLAP GATES: Remove all marine growth from the 4-inch flap valves that drain the pump station pedestrian tunnel walkways, and inspect each valve. Replace the flap valves and rubber seals as needed.
12. VC-1 BY-PASS GATE: This is a gate located in the suction channel. This gate must be cleaned of marine growth including the channel floor in the area of gate travel and including the entire length of the 36 inch diameter VC-1 bypass tunnel.

13. DISPOSAL OF MATERIALS: Large materials that cannot be dredged must be hand carried to top of bank for disposal by the DISTRICT or others.

EXHIBIT B
REFERENCES

Company Name:	
Address, City, State, Zip Code:	
Contact Person Telephone No./E-Mail	
Services Provided/Dates of Service:	

Company Name:	
Address, City, State, Zip Code:	
Contact Person Telephone No./E-Mail	
Services Provided/Dates of Service:	

Company Name:	
Address, City, State, Zip Code:	
Contact Person Telephone No./E-Mail	
Services Provided/Dates of Service:	

Company Name:	
Address, City, State, Zip Code:	
Contact Person Telephone No./E-Mail	
Services Provided/Dates of Service:	

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability, Products and Completed Operations; Contractual Liability, Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

**EXHIBIT D
BID PROPOSAL**

LAKE MERRITT PUMP STATION DIVING SERVICES

The undersigned states that Contractor has inspected the site and read the RFP for this project. The undersigned also states that the quantities shown are **for bidding purposes only** and payment will be made on the actual amount of work done. The undersigned also agrees that the DISTRICT reserves the right to reduce or add to the quantities of work shown at the same unit bid prices and that Contractor desires to submit in good faith the following bids. **There is no guarantee as to the number of shifts or hours worked during the term of this contract.** The undersigned also acknowledges that the bid includes cost differences, if any, for years one, two and three.

The bids include total cost for crew and equipment, and all applicable taxes. Bids also include costs for:

1. Vehicle Charges (Mileage) – Costs include vehicle charges for **round-trip** travel from the Contractor’s terminal to the Lake Merritt Pump Station and return to the Contractor’s terminal.
2. Travel Time – Costs include travel time charges for **round-trip** travel time from the Contractor’s terminal to the Lake Merritt Pump Station and return to the Contractor’s terminal.
3. Penetration Premium – Costs include Penetration Premium from point of entry for each diver per day for longest penetration achieved **Note:** Maximum length of penetration per suction inlet is 25 feet at a depth of 18 feet. Total annual dive penetration distance is 400 feet. (All penetration dives into the suction inlets must be conducted with a 5 person dive crew with two working divers since a second diver must be deployed outside the suction inlet tending to the air hose of the diver making the penetration dive.)

YEAR ONE

BID ITEM

DIVE CREW WITH

ONE WORKING DIVER (3) Person

1. Regular Shift (Fall) \$ _____ x 30 shifts = \$ _____
 Regular Shift (Spring) \$ _____ x 20 shifts = \$ _____

Subtotal \$ _____

DIVE CREW WITH (Penetration Suction Inlet, See #3)

TWO WORKING DIVERS (5) Person

\$ _____ x 2 Shifts = \$ _____
 \$ _____ x 2 Shifts = \$ _____

Subtotal \$ _____ = \$ _____ *

Company Name: _____

YEAR TWO

BID ITEM

DIVE CREW WITH
ONE WORKING DIVER (3) Person

DIVE CREW WITH (Penetration Suction Inlet See #3)
TWO WORKING DIVERS (5) Person

1. Regular Shift (Fall) \$ _____ x 30 shifts = \$ _____
Regular Shift (Spring) \$ _____ x 20 shifts = \$ _____

\$ _____ x 2 Shifts = \$ _____
\$ _____ x 2 Shifts = \$ _____

Subtotal \$ _____ + _____ = \$ _____ *

Subtotal \$ _____ = \$ _____ *

YEAR THREE

BID ITEM

DIVE CREW WITH
ONE WORKING DIVER (3) Person

DIVE CREW WITH (Penetration Suction Inlet See #3)
TWO WORKING DIVERS (5) Person

1. Regular Shift (Fall) \$ _____ x 30 shifts = \$ _____
Regular Shift (Spring) \$ _____ x 20 shifts = \$ _____

\$ _____ x 2 Shifts = \$ _____
\$ _____ x 2 Shifts = \$ _____

Subtotal \$ _____ + _____ = \$ _____ *

Subtotal \$ _____ = \$ _____ *

* Total of these lines to be entered in TOTAL BID at right.

TOTAL BID \$ _____

_____ Date _____, 2014

Bidder's Signature

Lake Merritt Pump Station
Request for Proposal

PROJECT CHECKLIST

Cover Letter	
Company Profile and SLEB Information	
Resumes of Key Staff	
References	
Bid Proposal Sheet	
Proposed Maintenance Plan	

* Further information on the Project Checklist items is provided on page 2 and on additional pages of the RFP.