



**BID #2019-53**  
FURNISH AND PLANTING OF  
OYSTER DOCK SHELL MATERIAL

TOWN OF STRATFORD  
PURCHASING DEPARTMENT  
2725 MAIN STREET  
STRATFORD, CT 06615

Date Submitted \_\_\_\_\_, 2019.

SEALED submissions are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Stratford.

Bidder:

\_\_\_\_\_  
Doing Business As (Trade Name)

\_\_\_\_\_  
Address

Released: Friday, 21<sup>st</sup> June, 2019

\_\_\_\_\_  
Town / State / Zip

Phillip Ryan, Purchasing Agent

\_\_\_\_\_  
Title (Mr /Ms)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

Sealed bids will be received by the Purchasing Department at the office of the Purchasing Agent, 2725 Main Street, Room 202, Stratford, Connecticut 06615, up to:

**11:00AM, Wednesday, 3<sup>rd</sup> July, 2019**

NOTE:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page with their bid proposal.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Stratford upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Stratford.
3. Submissions are to be submitted in a sealed envelope and clearly marked "BID #2019-53" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.

## INVITATION TO BID

The Town of Stratford ("Town") on behalf of its Shellfish Commission ("Commission") is seeking competitive bids from qualified contractors to provide labor, materials, equipment, and all else necessary, to furnish and plant 10,000 bushels of oyster shell material ("dock shell") in the Housatonic River, Stratford, CT.

The dock shell will be required to be planted north of Short Beach toward Crimbo Point as identified in the attached map. Excess material may be required on an "as needed" basis and as requested by the Shellfish Commission.

### DELIVERABLES

- 1) Furnishing and deployment of oyster dock shell.
- 2) Deployment of material is anticipated for 20<sup>th</sup> July, 2019 unless otherwise approved by Commission.

### TERM / RENEWAL OF CONTRACT

The Town intends to award a (12) month contract with four (4) one-year optional renewal terms.

- On (60) days advance written notice the Town may renew the 2019 contract per the same terms and conditions, including a mutually agreed upon optional cost of living allowance (COLA) increase reflecting industry standards.
- Unit items (price delivered) may be seasonally adjusted plus or minus once per year, based on industry standards.
- Each renewal term may be extended at the sole discretion of the Town.
- In the event that the Contractor does not perform the work in accordance with the specifications and/or scope of services, the Town reserves the right to terminate the contract upon two (2) weeks' written notice.

### REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests to: Town of Stratford, Purchasing Department  
Attention: Phillip Ryan, Purchasing Agent  
2725 Main Street, Stratford, CT 06615  
E-mail: [PRyan@townofstratford.com](mailto:PRyan@townofstratford.com)

NOTE: Written requests for information will not be accepted after 12:00PM on Wednesday, 26<sup>th</sup> June, 2019. No exceptions.

Response will be in the form of an addendum that will be posted approximately Friday, 28<sup>th</sup> June to the Town of Stratford, Purchasing Department website: <http://www.townofstratford.com/purchase>

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Stratford employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

### REQUIREMENTS

- 1) All product items and materials supplied shall meet all specifications described herein. Any deviations must be indicated with the proposal response.
- 2) Bidder and/or supplier must be an authorized dealer and/or distributor for all said items listed, as per specifications.
- 3) All items and materials may be ordered on an "as needed" basis for delivery to multiple locations with various delivery points.
- 4) Quantities per item are subject to change at the sole discretion of the Town. The Town shall not be held responsible for meeting and/or exceeding anticipated volume.

- 5) Acceptance: The Town will not accept receipt of said items delivered, installed or otherwise, unless all specifications stated in the bid document have been accommodated and/or approved by written consent, and with the permission of the Commission. The awarded contractor shall be required to correct any nonconforming issues, at no expense to the Town.
- 6) Bidder shall upon request submit descriptive literature on all product items and materials supplied, where available.
- 7) Delivery charges must be included in price. Price submitted in proposal must be unit cost per the unit of measure (UOM) as requested.
- 8) All material shall be clean and free of contaminates. Any material containing construction debris and other waste, such as, but not limited to, rock, wood, tree roots, stone, brick, concrete and glass, will not be accepted.
- 9) Delivery schedule will be coordinated by Shellfish Commission.
- 10) Prior to delivery, the Contractor shall be requested to provide a sample of all material for Commission approval and as deemed in the best interest of the Town.
- 11) All material delivered must meet pre-approved specifications as deemed acceptable by the Commission. Any non-conforming material must be removed by the Contractor at own expense.
- 12) The Town reserves the right to award the bid with multiple items:
  - a. to more than one (1) bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
  - b. to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability / delivery schedule, and broadest product range;
  - c. and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.

#### **PURPOSE**

Town of Stratford, on behalf of its Shellfish Commission, is seeking bids for furnishing and deploying of oyster “dock shell” material (referred to herein as “cultch”). The deployment of oyster dock shell cultch is for the enhancement of oyster beds in the Housatonic River.

Bidders must have prior experience furnishing and deploying cultch material. Bidders must submit at least one prior project of comparable scope they have successfully completed which demonstrates the required experience, including a description of the work performed.

The scope of work to be performed and the deliverables required under the contract are also set forth herein.

#### **SCOPE OF SERVICES**

- 1) The Contractor will be responsible for furnishing and deploying dock shell via oyster boats to the Housatonic River. Bids should include the unit price per bushel of cultch and overall price per 10,000 bushels, furnished and planted, including delivery. All vessels to be utilized for deployment shall be approved by Commission.
- 2) The Contractor shall plant cultch in specified areas which will be designated by the Commission. Refer to appended map for details.
- 3) Type of approved cultch material is oyster “dock shell” only.
- 4) Cultch must be clean and free of any hazardous substances or excessive dust. Contractor shall guarantee that all cultch is clean of any contaminates.

- 5) The Commission reserves the right to inspect all dock shell material at the loading site before such material is accepted for planting. Each load will be monitored at the deployment site.
- 6) Cultch material will be transported to deployment area(s) on oyster boats that are loaded to conform to the depth of the water at the deployment site. All vessels shall be approved by Commission for this purpose.
- 7) The deployment will be performed utilizing a pattern to accomplish a uniform distribution of the cultch material.
- 8) Commission representative will be onsite to monitor compliance with the terms of the contract. This will include, among other aspects, the even distribution of cultch material during the deployment at locations specified by the Commission.
- 9) Commission reserves the right to measure cultch material on board the vessel prior to deployment and will calculate the total volume of material as necessary.
- 10) Cultch material will be washed overboard using high-pressure water hoses, directed against the cultch in a manner to spray it in a thin, even layer for a distance of 20 to 50 feet from the vessel. Throughout the operation, the vessel shall be maneuvered over the deployment location in a fashion so that cultch will cover the entire area to the needed density as determined by authorized Commission representative.
- 11) The Contractor must have equipment and personnel capable of unloading required cultch material as necessary to meet specified delivery schedule.
- 12) All deployment activities must be conducted during daylight hours, Monday through Friday. No deployments may be made on weekends, or during state holidays, unless otherwise approved by the Town/Commission.
- 13) In the event that weather or other environmental conditions are deemed unsuitable for deployment, the Commission reserves the right to either cancel or postpone the deployment. There will be no deployment activity during a Small Craft Advisory or greater.
- 14) The Contractor must retrieve any and all debris expelled during deployment. If debris is present, the Contractor must provide vessel and personnel to achieve debris collection. The debris collection vessel must be capable of communicating with the captain in charge of the deployment vessel. All personnel must wear a United States Coast Guard approved personal flotation device while on deck during deployment and while retrieving any debris.
- 15) All equipment used on this project by the Contractor must be in compliance with Occupational Safety and Health Administration (OSHA) and United States Coast Guard requirements. The successful bidder may be required to provide Commission with documents evidencing this compliance.
- 16) Before a contract is approved, the successful bidder will be required to designate the exact equipment that will be used in the performance of the work and Commission personnel may inspect the equipment which may be accepted or rejected because it is not considered to be satisfactory for the purpose of this project. The inspection will be conducted at a date and time mutually agreed upon between the successful bidder and the Commission representative. Failure to comply with this requirement may result in rejection of the bid.
- 17) Contractor will also provide a functioning United States Coast Guard approved marine sanitation device (MSD) on the vessel.

## BID PROPOSAL FORM

PROPOSAL TO: Town of Stratford, Purchasing Department  
2725 Main Street, Stratford, Connecticut 06615

I, \_\_\_\_\_ have received the following contract documents,

1. BID Document #2019-53
2. Addenda \_\_\_ through \_\_\_ posted at [www.townofstratford.com/purchase](http://www.townofstratford.com/purchase)
3. Map (Google) depicting planting area.

I shall provide all labor, materials, equipment, taxes (except where exempt by the Town) and permits, etc., necessary to supply and deliver the following material:

<u>Description</u>	<u>Unit Price / Delivered</u>	<u>Extended / 10,000 Bushels</u>
Oyster "Dock Shell" Cultch:	\$ _____ /bushel	\$ _____ /lump sum

1. Delivery and deployment costs must be included in unit price and lump sum amount.
2. Unit prices may be adjusted plus or minus at time of renewal, based on CT-DOL.
3. Prices submitted must be per Bushel unit of measure (UOM).
4. Anticipated deployment schedule: 20<sup>th</sup> July, 2019

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of trade / business references.
- Bid Proposal Form.

**Please provide trade / business reference details below:**

**REFERENCE #1:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date contract completed \_\_\_\_\_ Email \_\_\_\_\_

**REFERENCE #2:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date contract completed \_\_\_\_\_ Email \_\_\_\_\_

**REFERENCE #3:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date contract completed \_\_\_\_\_ Email \_\_\_\_\_

**REFERENCE #4:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date contract completed \_\_\_\_\_ Email \_\_\_\_\_

**PURCHASING DEPARTMENT  
TOWN OF STRATFORD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**BID PROPOSALS**

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2019-53” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Department, Town Hall, 2725 Main Street, Room 202, Stratford, Connecticut, prior to date and time specified, at which time they will be publicly opened.

**RIGHT TO ACCEPT / REJECT**

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE TOWN OF STRATFORD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF STRATFORD.

**POWER OF REJECTION**

The Mayor shall have the power to reject all bids and to advertise again.

**QUESTIONS**

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

**Mr. Phillip Ryan, Purchasing Agent:** [PRyan@townofstratford.com](mailto:PRyan@townofstratford.com)

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

**PRICES**

Prices quoted must be firm, for acceptance by the Town of Stratford, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

**F.O.B. DESTINATION**

Prices quoted shall be net, delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

**BOND REQUIREMENT – NON-RESIDENT CONTRACTORS (CONSTRUCTION)**

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

More information may be obtained from: <https://portal.ct.gov/DRS/Publications/Special-Notices/2011/SN-201117-2011-Legislative-Changes-to-the-Procedures-Governing-Nonresident-Contractors>

**PERMITS**

The contractor shall be responsible for securing all necessary permits, state and local, and as required by the Town of Stratford.

**PAYMENT PROCEDURES**

No voucher, claim or charge against the Town shall be paid without the approval of the Director of Finance for correctness and legality.

**PAYMENT PERIOD**

The Town of Stratford shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Stratford reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

**THE CONTRACTOR**

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

**ASSIGNMENT OF CONTRACT**

No contract may be assigned or transferred without the consent of the Town of Stratford.

**AWARD OF BIDS**

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Stratford reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

**GUARANTEE**

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

**CATALOGUE REFERENCE**

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

**OSHA**

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Stratford for any and all damages that may be assessed against the Town.

**LIFE CYCLE COSTING**

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.



## INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

Marine General Liability Insurance: The Contractor shall carry Marine General Liability Insurance in the form and in such amounts as may be currently required to comply with the laws of the State of Connecticut.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$2,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

### Commercial General Liability:

- Bodily Injury and Property Damage \$2,000,000
- Products/Completed Operations \$2,000,000

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella Policy: An umbrella policy in the amount of \$5,000,000, covering general liability, auto liability, and employer liability is required.

Pollution Liability Insurance: Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The Town of Stratford, Stratford Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

**Subcontractor's Insurance:** Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

**HOLD HARMLESS**

Contractor shall defend, indemnify, and hold harmless the Town of Stratford, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

**FEDERAL, STATE, AND LOCAL LAWS**

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us)

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

**CONFLICT OF INTEREST**

No officer or employee or member of any elective or appointive board, commission, committee or council of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member.

**SCOPE OF WORK / SITE INSPECTIONS**

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

**EXCEPTION TO SPECIFICATIONS**

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Agent prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

**UNLESS OTHERWISE NOTED**

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

**TAX EXEMPT**

Federal Tax Exemption 06-6002103.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.



Google

Plant Shells