



## MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

### SPECIFICATIONS FOR CULTCH TO BE FURNISHED FOR DEPLOYMENT AND METHOD OF DEPLOYMENT-DEER ISLAND OYSTER REEF RESTORATION SPRING 2014 (Bid #14-002)

#### TIMELINE

Invitation for Bid (IFB) Issue Date:	<b>February 11, 2014</b>
Ads to run in the Paper	<b>February 14 and 21, 2014</b>
Questions to MDMR Deadline:	<b>February 26, 2014, 10:00 AM CST</b>
Written Answers to Questions Posted:	<b>February 27, 2014, 10:00 AM CST</b>
Bid Package Submission Deadline:	<b>March 6, 2014, 10:00 AM CST</b>
Bid Opening:	<b>March 6, 2014, 10:00 AM CST</b>
Bid Protest Deadline	<b>March 11, 2014, 10:00 AM CST</b>

#### TYPES OF CULTCH

1. Oyster shells, clam shells, limestone, or crushed concrete.
  - a. Cultch must be clean and free of any hazardous substances.
  - b. No more than 5% of the cultch material, by volume, may consist of fragments, pieces, fines, or shells smaller than 3/8" (three-eighth inch) in diameter. For cultch material other than shell, the size should be American Association of State Highway and Transportation Officials (AASHTO) Size #57 or equivalent, with no more than 5% by volume of the cultch material out of the (AASHTO) Size #57 specification.
  - c. The Mississippi Department of Marine Resources (MDMR) reserves the right to have their representatives inspect all cultch material at the loading site before cultch material is accepted and each barge-load will be monitored at the deployment site. All small particles in excess of the allowed 5%, or otherwise outside of the specifications listed above, will be deducted from the total project cost.

#### TRANSPORTATION AND LOCATION

Cultch material shall be transported to deployment areas on deck barges that are loaded to conform to the depth of the water at the deployment site. Tugboats and barges (loaded) shall not draw more than four (4) feet of water. The deployment will be performed utilizing a grid pattern so as to accomplish a uniform distribution of the cultch material. To ensure proper maneuverability, the tugboat used to distribute the cultch material shall not push or pull more than two (2) loaded barges at one time during deployment. MDMR employees 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 MDMR. The contractor is responsible for adhering to all applicable Federal and State safety requirements. The MDMR and contractor will arrive at a mutually agreed upon date of deployment between April 14, 2014 and June 7, 2014.

## METHOD OF DEPLOYMENT

Cultch material will be washed overboard using a minimum of two (2) high-pressure water hoses having not less than 90 p.s.i. pressure on a 1.25 inch nozzle or greater. This high-pressure jet of water is directed against the cultch in a manner to spray them in a thin, even layer for a distance of 20 to 50 feet from the barge. Throughout the operation, the barge will be maneuvered over the deployment location in a fashion so that cultch will cover the entire area to the needed density as determined by appropriate MDMR personnel. Deployment shall be accomplished only during daylight hours. At no time will the spray barge and tug pass over previously deployed areas unless authorized to do so by MDMR personnel. The attached diagrams (Figure 1 and Figure 2) illustrate the procedure and necessary equipment. The successful contractor must have equipment and personnel capable of unloading a minimum of one hundred and fifty (150) cubic yards of suitable cultch material within one (1) hour, once on site and have sufficient equipment and crew capable of handling a minimum six hundred twenty five (625) cubic yards per day. The use of multiple pumps and spray nozzles will increase the rate of unloading proportionately.

The contractor must retrieve any and all debris which is expelled during the deployment. The contractor shall provide a vessel and personnel to achieve this debris collection. The debris collection vessel must be capable of communicating with the captain in charge of the deployment barge. All personnel shall be required to wear a U.S. Coast Guard approved Personal Flotation Device while on deck during deployment and while retrieving floating debris.

The contractor shall also provide a functioning U.S. Coast Guard approved marine sanitation device (MSD) on either the pump barge or the tug boat.

Before any award is made, as a result of bids received, the contractors under consideration will be required to designate the exact equipment that will be used in the performance of the work and MDMR personnel may inspect the equipment which may be accepted or rejected because it is not considered to be satisfactory for the purpose of this contract. The Contractor shall demonstrate that he has secured the resources necessary to complete the project within ten (10) working days of bid opening. Additionally, all equipment shall be fully equipped with marine safety equipment as required by applicable state or federal law.

The cultch material will be measured by MDMR personnel on board barges prior to deployment and the total cubic yards of material on each barge calculated. It is understood that the bid is by total price and the MDMR may order delivery of the cultch to the locations as specified by the MDMR in such quantities as limited by accepted bid. The date of deployment will be during the period of April 14, 2014 and June 7, 2014 with the actual deployment to begin no later than May 12, 2014. Upon mutual agreement of the specific date of deployment, the contractor will provide MDMR with a written agreement of such.

It is understood by the contractor that planting of the shell at a time when oyster spat is present will yield the best results; therefore, the contractor agrees to commence delivery within the time frame as stated above and to continue delivery without delay until ordered to stop delivery by the MDMR or the contractual amount of cultch material has been successfully deployed.

The successful contractor shall have prior experience furnishing and deploying cultch material using the methods described herein and must have successfully completed a contract for the deployment of cultch material for a government agency.

If the DMR is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters, (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the DMR shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the DMR until the new date and time of the bid opening as set forth herein. The DMR shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the DMR as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the DMR prior to the new date and time of the bid opening.

Sealed bids will be accepted until 10:00 a.m., Thursday, March 6, 2014, at which time they will be opened in public at the MDMR office, located at 1141 Bayview Avenue, Biloxi, MS 39530. All bids received after the deadline will be returned unopened.

All bids must be clearly marked "**Sealed Bids for Deer Island Oyster Reef Restoration Spring 2014**" on the outside of the envelope to prevent opening with routine mail and send to "**Attention: Karen Carron**".

All questions and requests for clarification must be directed by **email** to:

**Beth Roberts, Contract Analyst**  
**Mississippi Department of Marine Resources**  
Email: [beth.roberts@dmr.ms.gov](mailto:beth.roberts@dmr.ms.gov)

Questions and requests for clarification must be submitted via email by the deadline reflected on Page 1.

All questions and answers will be published on the MDMR website (<http://www.dmr.ms.gov>) in a manner that all bidders will be able to view by the date and time reflected on Page 1.

The MDMR will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person.

Should an amendment to the IFB be issued, it will be posted on the MDMR website (<http://www.dmr.ms.gov>) in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the MDMR by the time and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.

The MDMR will observe Mississippi reciprocal preference law which states that preference be given to resident contractors on the same basis as the nonresident bidder's state awards contracts to Mississippi contractors bidding under similar circumstances.

If the funds anticipated for this project are, at anytime, not forthcoming or insufficient, the MDMR shall have the right to terminate the project without damage, penalty, cost or expenses to the MDMR of any kind whatsoever.

The MDMR reserves the right to reject any and/or all bids and waive any minor informality.

For further information contact Jill Zednick or Beth Roberts, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi MS 39530, phone number 228-374-5000.



**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**  
**Bid Proposal for Sealed bids for Deer Island Oyster Reef**  
**Restoration Spring 2014 - Bid #14-002**  
**Bid Opening: 10:00 a.m., Thursday, March 6, 2014**

I/We have successfully fulfilled a government contract for the deployment of oyster shell or approved cultch material as described herein for:

Agency: \_\_\_\_\_

Date: \_\_\_\_\_

I/We agree to furnish and deliver oyster shells or other approved cultch material as set forth hereinafter.

Specify material to be deployed: \_\_\_\_\_  
(e.g. oyster shells, clam shells, limestone or crushed concrete)

(A) UNIT PRICE PER CUBIC YARD \$ \_\_\_\_\_

(B) TOTAL CUBIC YARDS OF OYSTER CULTCH \_\_\_\_\_

(C) TOTAL OF (A) MULTIPLIED BY (B) = \$ \_\_\_\_\_

**Unit Price per Cubic Yard (A) Multiplied by Quantity of Approved Oyster Shells or Other Approved Cultch Material to be Delivered and Deployed (B) SHALL NOT EXCEED (C) *Ninety Seven Thousand Dollars and Zero Cents (\$97,000.00)***

***(Please double check your numbers to assure that unit price per cubic yard times quantity to be delivered in cubic yards does not exceed the total price of \$97,000.00.)***

The contract will be awarded to the contractor who supplies the maximum amount of oyster shells or other approved cultch material to be deployed to the planting site(s) selected by MDMR at the lowest price per cubic yard not to exceed the price stated above. No payment shall be made prior to the completion of the contract.

**PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING**

**CONTIGENT FEES:** The prospective contractor represents as a part of such contractor's proposal that such contractor **has/has not** (**circle applicable word or words**) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. (If yes, fully disclose details of the arrangement within the proposal.)

**(Has or has not above MUST be circled).**

**ACKNOWLEDGMENT OF AMENDMENTS:** Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter to the Mississippi Department of Marine Resources. The acknowledgment must be received by the Mississippi Department of Marine Resources by the time and at the place specified for receipt of proposals.

**REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's proposal.

**REPRESENTATION REGARDING GRATUITIES :** The bidder or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

**EXPENSES INCURRED IN PREPARING OFFERS:** The Mississippi Department of Marine Resources accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the bidder.

**PERFORMANCE AND PAYMENT BOND:** The undersigned agrees, if awarded the contract, to execute and deliver a performance and payment bond to the Mississippi Department of Marine Resources within seven (7) days or less after receipt of a fully executed contract and agrees that these bonds will be secured through the association of insurance companies doing business in the State of Mississippi. The performance bond and payment bond shall both be for 100% of the contract price.

#### **INSURANCE INSTRUCTIONS**

Contractors will be required to maintain workers' compensation insurance for the benefit of all of the Contractor's personnel and comprehensive general liability insurance, with minimum limits of \$500,000.00 per occurrence. Contractors will be required to maintain all other insurance and workmen's compensation coverage as may be required by applicable state and federal law. The MDMR reserves the right to request from carriers, Certificates of Insurance regarding the required coverage. Insurance Carriers must be licensed or hold a Certificate of Authority from the Mississippi Insurance Department.

**INDEMNITY:** The undersigned will perform all such work as an independent contractor of the State of Mississippi and will indemnify and hold harmless the State of Mississippi and the MDMR against any claim, suit or damages arising from or relating to the work described herein.

**ADDENDUM RECEIPT:** In the event that the MDMR issues an addendum to this bid proposal, the contractor shall sign and acknowledge the addendum issued at that time and include it with the bid proposal.

**CONTRACT NOT ASSIGNABLE:** The undersigned further agrees if awarded the contract, not to sell nor assign same without the consent of the MDMR.

The MDMR reserves the right to reject any and/or all bids and to waive any minor informalities.

Please accept this as my/our formal bid proposal for the complete specifications in all areas as specified by the Mississippi Department of Marine Resources.

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Name of Business

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Address

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City

State

Zip Code

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Telephone Number

Fax Number

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Name of Owner/Representative (Members of firms or persons authorized to sign bids for corporations)

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Signature of Owner/Representative

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Date

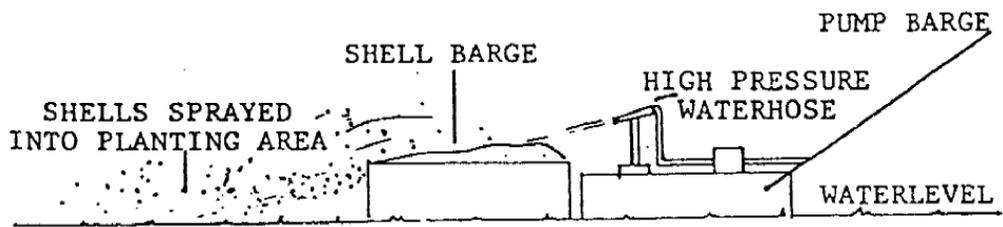
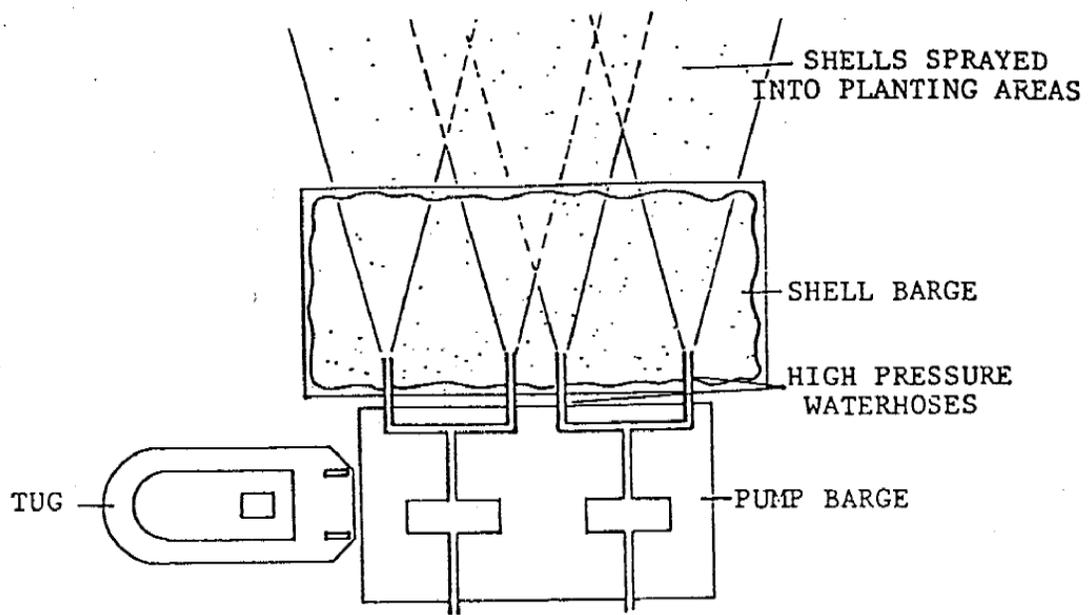


FIGURE I

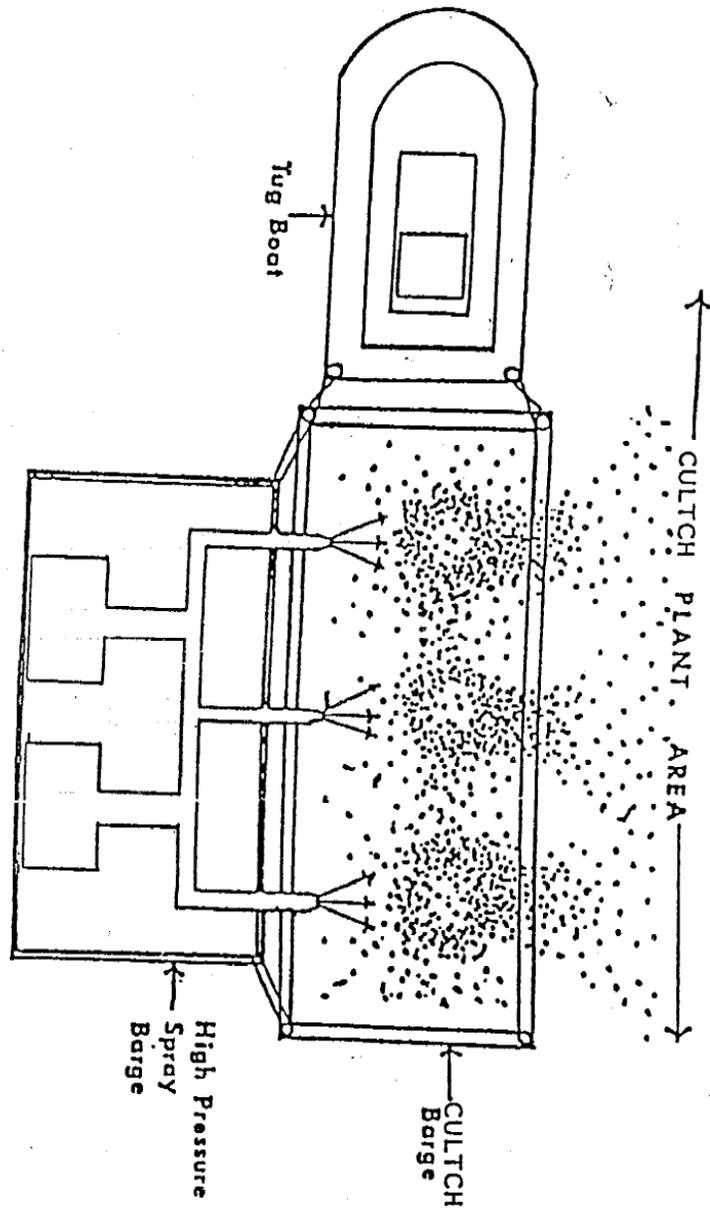


Figure 2

## Barge Measurement Method

Materials will be measured to the nearest tenth of a foot using a tape measure for all lengths and widths and a laser level and a transit rod will be utilized for obtaining all heights.

Figure 1 illustrates the locations for obtaining measurement.

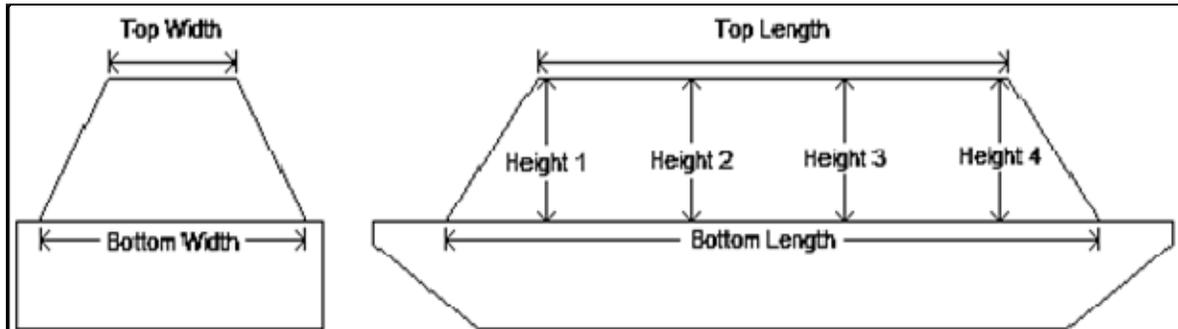


Figure 1. Typical Barge Loaded With Material Showing Measurement Locations

Eleven total measurements will be recorded. ***Bottom Length, Bottom Width, Top Length, Height 1, Top Width 1, Height 2, Top Width 2, Height 3, Top Width 3, Height 4 and Top Width 4.***

To obtain the bottom width and length the total width and length of the barge is measured first. The edge of the slope of the shell pile is then measured to the side of the barge and subtracted from the total length/width of the barge. Several measurements may be taken for an average.

It is encouraged that the contractor witnesses all measurements and that any concerns or disputes about the measurements be resolved on site.

If the barge is listing, alternating sides of the barge will be measured where possible.

**Prismoidal Formula:**  $\text{Volume} = 1/6 \text{ Average Height } ((\text{Bottom Length} \times \text{Bottom Width}) + (\text{Bottom Length} + \text{Top Length}) \times (\text{Bottom Width} + \text{Average Top Width}) + (\text{Top Length} \times \text{Top Width}))$

**Note:** The volume as calculated above is in total cubic feet. To convert to total cubic yards, the result is divided by 27, since there are 27 cubic feet in a cubic yard.

Figure 3