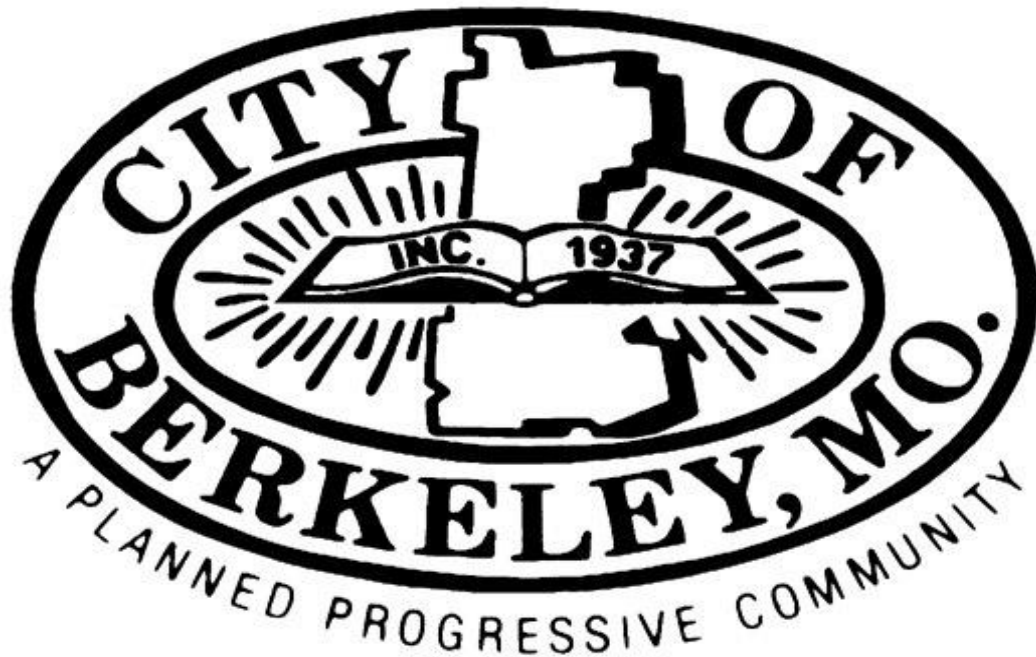


**INVITATION TO BID**  
**“2019 LIVE FISH”**  
**MATHISON LAKE STOCK**



**City of Berkeley**  
**8425 Airport Rd**  
**Berkeley Missouri 63134**  
**314-524-3313**

**Bids shall be submitted in a sealed envelope clearly marked on the outside.**

**BID # 881 SPECIFICATION FOR LIVE FISH TO STOCK MATHISON LAKE PARK**

**CLOSING DATE, MONDAY MARCH 11, 2019**  
**10:00AM**

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**INVITATION TO BID**  
**BID # 881**  
**“2019 LIVE FISH FOR MATHISON LAKE”**

Notice is hereby given that the City of Berkeley, Missouri, will accept sealed bids for **“2019 LIVE FISH FOR MATHISON LAKE STOCK”**

According to the specifications and bid package requirements. Copies of the bid forms may be obtained from the Finance Office in the Berkeley City Hall, 8425 Airport Road, Berkeley, Missouri, 63134.

Sealed bids will be received at the City Clerk’s Office in the Berkeley City Hall, 8425 Airport Road, Berkeley, Missouri, 63134 until **10:00 a.m. on Monday, March 11, 2019** at which time the bids will be publicly opened and read aloud. Bids must be in sealed envelopes and clearly marked:

**BID # 881**  
**“2019 LIVE FISH FOR MATHISON LAKE STOCK”**

The City of Berkeley reserves the right to reject any and all bids, waive informalities in the process and accept the bid deemed to be in the best interest of the City of Berkeley.

---

Debra M. Irvin, City Manager  
Email: [irvin@ci.berkeley.mo.us](mailto:irvin@ci.berkeley.mo.us)

## **BID PROCESS SCHEDULE**

### **Dates**

1. Deadline for submittal of Bidder's request for clarification, modifications or questions regarding the Bid. Monday, March 4, 2019, 10:00 a.m.

2. Addendums will be posted on the City of Berkeley Website:

<http://www.cityofberkeley.us>

3. Submittal Deadline for Bid:

Monday, March 11, 2019, 10:00 a.m.

4. Bid Opening

Monday, March 11, 2019, 10:00 a.m.

**If a final Addendum is needed it will be posted on the website by  
5:00 P. M. on Thursday, February 28, 2019**

**BID FORM  
CITY OF BERKELEY, MISSOURI**

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

City of Berkeley Missouri  
Deanna Jones, City Clerk  
8425 Airport Road  
Berkeley, Missouri 63134

To Whom It May Concern:

The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the project affecting the cost of work, and with the Contract documents, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to perform the **“Bid # 881 “2019 Live Fish for Mathison Lake Stock”** and site restoration in connection with work within the City of Berkeley.

2. In submitting this bid, the bidder understands that the right is reserved by the City to reject any and all bids. Basis of award will be the total base bid of the lowest qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within thirty (30) days after the opening thereof, or any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form.

3. The bidder is prepared to submit a financial and experience statement upon request.

4. The bidder will submit to the City of Berkeley a Bid Bond in the amount of 10% of total cost.

5. **TOTAL BID PRICE:** \$ \_\_\_\_\_

# 2019 FISH BID SHEET

## BID NO: 881

The unit price per pound of live Catfish between two and a half pounds to six pounds (2 ½ - 6) pound per fish

The unit price per pound of live Blue Gill between three quarters and one (3/4-1) pound per fish (*June delivery only*)

Delivery Date	Catfish (C)	Blue Gill ((BG)	Unit Price Per Pound	Total
<b>April 4, 2019</b>	600 pounds	<b>NONE</b>	\$	\$
<b>May10, 2019</b>	600 pounds	<b>NONE</b>	\$	\$
<b>June 7, 2019</b>	300 pounds	300 pounds	(C)\$	\$
			(BG)\$	\$
<b>July 5, 2019</b>	600 pounds	<b>NONE</b>	\$	\$
<b>Aug 9, 2019</b>	600 pounds	<b>NONE</b>	\$	\$
<b>Sep 6, 2019</b>	600 pounds	<b>NONE</b>	\$	\$
<b>TOTAL BID PRICE</b>				\$

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

BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Aquaculture License # \_\_\_\_\_

Date License Expires: \_\_\_\_\_

Tel. # (        ) \_\_\_\_\_ Fax # (        ) \_\_\_\_\_

Cell # (        ) \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

# PROJECT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ (A corporation organized and existing under the laws of the State of Missouri)/ (a partnership consisting of \_\_\_\_\_) hereinafter called the "CONTRACTOR" as the City of Berkeley, Missouri.

WITNESSETH, that the Contractor and the City of Berkeley, Missouri for the considerations stated herein agree as follows:

**STATEMENT OF WORK:** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, services, materials, supplies, etc. needed to perform and complete all work required for the **BID # 881 "LIVE FISH 2019 FOR MATHISON LAKE STOCK"**, and any and all required supplemental work for completion of the project in accordance with the Plans, Specifications, and all Contract Documents.

The Contractor must either notify the City of Berkeley at least one (1) business day prior to deliveries or provide a schedule and notify the City of Berkeley one (1) business day prior to doing the work for any changes in the schedule. The City of Berkeley will then have the option of having an employee present to inspect and accept delivery of fish.

The City of Berkeley will pay the Contractor for the performance of the contract in current funds, for the total quantities of work performed at the unit prices stipulated on the attached bid for the several respective items of work completed subject to additions and deductions mutually agreed upon by both parties of this agreement.

Payments will be made within 30 days after the City approves the final inspection of the project, and the contractor submits a final invoice. The final invoice shall not be deemed as received until after the City approves the completion of the project. Send monthly invoices to [irvin@ci.berkeley.mo.us](mailto:irvin@ci.berkeley.mo.us) or mail to City Hall.

**CONTRACT:** The executed Contract documents consist of all documents furnished to each bidder and the successful Contractor for this project.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) Original copies on the day and year first above written.

**Attest:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**CITY OF BERKELEY, MISSOURI**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

## SPECIFICATIONS FOR LIVE FISH

The City of Berkeley is accepting bids for live fish for stocking a municipal lake. Bids will only be accepted from those companies who raise their fish in their own fish farms; bids from “*fish haulers only*” will not be accepted. The City of Berkeley reserves the right to inspect the fish farm. The City of Berkeley reserves the right to award a portion of the bid to any vendor. Bids shall include shipping charges. All vendors must provide a current Health Certificate. The City Bid Specifications:

- A. All fish must be guaranteed to be in good condition upon arrival and live a minimum of seven days. Any fish over 1% of the order which does not live this length of time, **must be** replaced free of charge, by the vendor. *Vendor will not be held responsible if Mathison Lake is deemed to have Low Oxygen problems or is contaminated by an outside source after delivery.*
- B. All fish must be farm raised in bidder’s own fish farm.
- C. The City reserves the right to check and weigh each order.
- D. Approximate weight of catfish shall be **2 ½ to 6 pounds**; Waybills, Certified Weight Tickets, as Applicable, at each delivery.
- E. All orders will be a minimum of **600 pounds** of fish on each delivery.
- F. All fish furnished and delivered shall be alive and in good physical condition, as determined by City of Berkeley Parks Department in its sole discretion.
- G. Park Staff will be contacted one (1) day in advance as to the time the fish will be delivered.
- H. No order will be paid for unless a designed Park Staff employee is on site to accept the delivery.
- I. Fish must come from the farm under contract and have a current 2019 Health Certification regarding *viral testing* from an accredited lab. *Farm must also have three (3) years of clean viral testing and submit* this along with its 2019 report in order to bid.
- J. Fish must come from a farm no more than three (3) hours away from the City of Berkeley to ensure the health of the fish during transport. The City of Berkeley will require a minimum of **600 pounds** of live catfish per delivery on the following dates:

**April 4, 2019 – 1st Stocking for the season**

**May 10, 2019**

**June 7, 2019 (Catfish/Blue Gill)**

**July 5, 2019**

**August 9, 2019**

**September 6, 2019**

- K. Bidder shall submit a completed W-9 – Request for Taxpayer Identification Number & Certification with bid. <https://www.irs.gov/pub/irs-pdf/fw9.pdf>



# INSURANCE

## CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.

1. The Contractor shall purchase and maintain such insurance as will protect him AND THE CITY OF BERKELEY AS AN ADDITIONAL INSURED from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or/by a subcontractor or by anyone directly or indirectly employed by any of the, or by anyone for whose acts any of them may be liable:
  - a) Claims under Workmen's Compensation disability benefit and other similar employees' benefits acts.
  - b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
  - c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
  - d) Claims for damages insured by usually personal injury coverage which are sustained:
    - i. By any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor
    - ii. By any other person
  - e) Claims for damages because of injury to or destruction of tangible property, including loss or use resulting therefore.
2. CERTIFICATES OF INSURANCE which is acceptable to the CITY (see attachment) shall be filed with the CITY prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City.
3. The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:
  - a) CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him for from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract documents, whether such operations be by himself or by any Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$300,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$300,000 aggregate for any such damage sustained by two or more persons in any one accident.
  - b) The Contractor shall acquire and maintain if applicable, Fire and Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the CITY, the Contractor, and Subcontractor, as their interest may appear. This provision shall in no way release the Contractor of Contractor's surety from obligations under the Contract Documents to fully complete the project.

4. The Contractor shall procure and maintain, at his own expense, during the Contract time, in accordance with the provision of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the contractor shall require such Subcontractor similarity to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees engaged in hazardous work under this contract at the site of the project is not protected under Workman's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.
5. The Contractor shall secure, if applicable, "All Risk" type builder's risk insurance for work to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the Contractor Price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract time, and until the work is accepted by the CITY. The policy shall name as the insured the Contractor, The Engineer, and the City of Berkeley.

**BIDDER'S COMPANY INFORMATION**  
**CITY OF BERKELEY, MISSOURI**

Please print legibly, except where signature is required.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# **AFFIRMATIVE ACTION STATEMENT**

## **THE CITY OF BERKELEY, MISSOURI is an EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

We acknowledge that we will hire and develop qualified people, solely on merit and qualifications, without regard to race, color, creed, religion, sex, national origin, ancestry, handicaps or age.

While acknowledging an obligation to the community to reaffirm its Fair Employment Policy, we also reaffirm our support for the various Presidential Executive Orders and regulations of the Equal Employment Opportunity Commission. In addition, we support the applicable provisions contained in the Civil Rights Acts, the Equal Pay Law, the Age Discrimination and Employment Act and the Missouri Act against Discrimination. The regulations, acts, orders and laws provide that discrimination based on race, color, creed, religion, sex, national origin, ancestry, handicaps or age is prohibited.

Our policy can be implemented only through the efforts of everyone within the company. A simple statement is not enough without full support. It is hoped that through an Equal Opportunity Plan, a fair and equitable program might be practiced. Through such a plan, applicants and employees should feel they could become an active part of the company without fearing reprisals due to extraneous factors not related to merit or qualifications.

**Signed by** \_\_\_\_\_

**Position** \_\_\_\_\_

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

# AFFIRMATIVE ACTION/PRIME VENDOR QUESTIONNAIRE

Many of you will probably be compiling similar information for your yearly E.E.O. Reports. If this is the case, and you would prefer to wait and complete this form at that time, please feel free to do so. If you want to be placed on the prime vendor list prior to that time we can do so with a copy of your Affirmative Action Plan.

1. Name and address of your organization: \_\_\_\_\_
2. Name and position of person completing this report: \_\_\_\_\_
3. We do not wish to be on your prime vendor list and are returning this form incomplete:
4. Do you consider your organization to be an Equal Employment Opportunity Employer?  
(circle one) Yes No
5. Are you part of or a division of a larger parent organization? If Yes, please give parent organization name and home office address: \_\_\_\_\_  
\_\_\_\_\_
6. How many employees were on the payroll last pay period? Full-Time \_\_\_\_\_  
Part-Time \_\_\_\_\_
  - 6.1. How many women were on the payroll? \_\_\_\_\_
  - 6.2. How many minorities were on the payroll? \_\_\_\_\_
  - 6.3. Time Male Minority employee's: \_\_\_\_\_
  - 6.4. Full Time Female Minority employee's: \_\_\_\_\_
  - 6.5. Part Time Male Minority employee's: \_\_\_\_\_
  - 6.6. Part Time Female Minority employee's: \_\_\_\_\_
7. Does your organization include in its employment advertising a phrase similar to: "We are an Equal Employment Opportunity Employer "; or if your organization has not advertised recently, will similar phrase be included if advertising is undertaken in the future: \_\_\_\_\_
8. Does your organization or you parent organization have an Affirmative Action Plan?  
Yes \_\_\_ No \_\_\_ If, Yes, please supply a copy of the current plan.
9. Does your organization have a designated department or person to function in the Equal Opportunity Position? Yes \_\_\_ No \_\_\_ If Yes, please supply the name, title, phone number and address for future correspondence. \_\_\_\_\_  
\_\_\_\_\_

The City of Berkeley thank you for your cooperation in completing this form and returning with your bid.

## FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

Pursuant to Section 285.530 RSMo as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of

documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contract services. Successful bidding shall also sign an affidavit affirming that it does not knowingly employ and person who is an unauthorized alien in connection to the contracted services

**WORK AUTHORIZATION AFFIDAVIT**

Comes now \_\_\_\_\_ (Name) as \_\_\_\_\_ (Title)

first being duly sworn, on my oath, affirm \_\_\_\_\_

(Company Name) is enrolled and will continue to participate in a Federal Work Authorization Program in respect to employees that will work in connection with the contracted services related to (Project Description) for the duration of the contract, if awarded, in accordance with RsMo Charter 285.530(2). I also affirm that \_\_\_\_\_ (Company Name) *does not* and *will not* knowingly employ a person who is an unauthorized alien in connection with the contract services related to the subject project for the duration of the contract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that Oise statements made in this filing are subject to the penalties provided under Section 570.040, RsMo).*

\_\_\_\_\_  
Signature (Individual with Authority) Printed Name

\_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

I am commissioned as a Notary Public within the County of \_\_\_\_\_

(Name of County), State of \_\_\_\_\_ (name of State),

and my commission expires on \_\_\_\_\_ (date).

\_\_\_\_\_  
Signature of Notary Date

**Bid Submission Checklist**  
**(Attach on top of Bid)**

**Company Name:** \_\_\_\_\_

1. Bid Form
2. Bid Sheet
3. Project Agreement
4. Viral Testing Certification
5. Insurance
6. Bidder Company Information
7. Affirmation Action Form
8. Work Authorization Affidavit
9. Federal Form W-9

**Failure to return items may result in rejection of bid. City reserves the right to reject any and all bids.**