

BID # 959
“2026-2028 LIVE FISH”
RAMONA-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 #959 SPECIFICATION FOR LIVE FISH TO STOCK MATHISON LAKE PARK

CLOSING DATE:
WEDNESDAY, February 25th, 2026
10:00 AM

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INVITATION TO BID
BID #959
“2026-2028 LIVE FISH FOR RAMONA-MATHISON LAKE”

Notice is hereby given that the City of Berkeley, Missouri, will accept sealed bids for a three-year **“2026-2028 LIVE FISH FOR RAMONA-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 **9:30 AM ON WEDNESDAY, February 25th, 2026** at which time the bids will be publicly opened and read aloud. Bids must be in sealed envelopes and clearly marked:

BID # 959
“2026-2028 LIVE FISH FOR RAMONA-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.

Chief James Linhardt, Interim City Manager
Email: linhardt@berkeleymo.us

BID PROCESS SCHEDULE

DATES

1. Deadline for submittal of Bidder's request for clarification, modifications or questions regarding the Bid #959:
Friday, February 20th, 2026 at 12:00 noon.
2. Addendums will be posted on the City of Berkeley Website:
<http://www.cityofberkeley.us>
3. Submittal Deadline for **Bid #959**:
Wednesday, February 25th, 2026 at 9:30 AM.
4. Bid Opening:
Wednesday, February 25, 2026 at 10:00 AM.

*If a final Addendum is needed it will be posted on the website by
5:00 PM on Friday, February 20th, 2026.*

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:

1. 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 a three-year service agreement under **“BID #959 “2026-2028 LIVE FISH FOR RAMONA-MATHISON LAKE STOCK”** 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 2026 PRICE:** \$ _____
6. **TOTAL BID 2027 PRICE:** \$ _____
7. **TOTAL BID 2028 PRICE:** \$ _____

2026 FISH BID SHEET

BID NO. 959

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*)

<i>Delivery Date</i>	<i>Catfish (C)</i>	<i>Blue Gill ((BG)</i>	<i>Unit Price Per Pound</i>	<i>Total</i>
April 15, 2026	600 pounds	NONE	\$	\$
May 15, 2026	600 pounds	NONE	\$	\$
June 15, 2026	300 pounds	300 pounds	(C)\$	\$
			(BG)\$	\$
July 15, 2026	600 pounds	NONE	\$	\$
August 15, 2026	600 pounds	NONE	\$	\$
September 18, 2026	600 pounds	NONE	\$	\$
TOTAL BID PRICE				\$

Date: _____ / _____ / _____

BIDDER: _____

By: _____
(Print Name)

Title: _____

Aquaculture License #: _____

Date License Expires: _____

Business Phone #: (_____) _____ - _____ Fax #: (_____) _____ - _____

Cell Phone #: (_____) _____ - _____

Address: _____

E-Mail Address: _____

Signature: _____

2027 FISH BID SHEET

BID NO. 959

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 (¾-1) pound per fish (*June delivery only*)

<i>Delivery Date</i>	<i>Catfish (C)</i>	<i>Blue Gill ((BG)</i>	<i>Unit Price Per Pound</i>	<i>Total</i>
April 15, 2027	600 pounds	NONE	\$	\$
May 15, 2027	600 pounds	NONE	\$	\$
June 15, 2027	300 pounds	300 pounds	(C)\$	\$
			(BG)\$	\$
July 15, 2027	600 pounds	NONE	\$	\$
August 15, 2027	600 pounds	NONE	\$	\$
September 18, 2027	600 pounds	NONE	\$	\$
TOTAL BID PRICE				\$

Date: _____ / _____ / _____

BIDDER: _____

By: _____
(Print Name)

Title: _____

Aquaculture License #: _____

Date License Expires: _____

Business Phone #: (_____) _____ - _____ Fax #: (_____) _____ - _____

Cell Phone #: (_____) _____ - _____

Address: _____

E-Mail Address: _____

Signature: _____

2028 FISH BID SHEET

BID NO. 959

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*)

<i>Delivery Date</i>	<i>Catfish (C)</i>	<i>Blue Gill ((BG)</i>	<i>Unit Price Per Pound</i>	<i>Total</i>
April 15, 2028	600 pounds	NONE	\$	\$
May 15, 2028	600 pounds	NONE	\$	\$
June 15, 2028	300 pounds	300 pounds	(C)\$	\$
			(BG)\$	\$
July 15, 2028	600 pounds	NONE	\$	\$
August 15, 2028	600 pounds	NONE	\$	\$
September 18, 2028	600 pounds	NONE	\$	\$
TOTAL BID PRICE				\$

Date: _____ / _____ / _____

BIDDER: _____

By: _____
(Print Name)

Title: _____

Aquaculture License #: _____

Date License Expires: _____

Business Phone #: (_____) _____ - _____ Fax #: (_____) _____ - _____

Cell Phone #: (_____) _____ - _____

Address: _____

E-Mail Address: _____

Signature: _____

3-YEAR PROJECT AGREEMENT

THIS AGREEMENT made as of the ____ day of _____ in the year **2026**, by and between the City of Berkeley, MO (hereinafter call the Owner) and _____ (Hereinafter called the Contractor) for a period not to exceed three (3) years (2026-2028).

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

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 # 959 “LIVE FISH FOR RAMONA-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 pwsecretary@ci.berkeley.mo.us or mail to **City Hall, 8425 Airport Road, Berkeley, MO 63134**.

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.

Contractor: _____

By: _____

Title: _____

Street: _____

City: _____

Attest:

By: _____

Title: _____

City of Berkeley, Missouri

By: _____

Title: _____

Street: 8425 Airport Road

City: Berkeley, MO 63134

Attest:

By: _____

Title: _____

SPECIFICATIONS FOR LIVE FISH

The City of Berkeley is accepting bids for a three-year contract to procure live fish for stocking a Mathison Lake, municipal public 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:

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 Ramona-Mathison Lake is deemed to have Low Oxygen problems or is contaminated by an outside source after delivery.*

- a. All fish must be farm raised in bidder’s own fish farm.
- b. The City reserves the right to check and weigh each order.
- c. Approximate weight of catfish shall be **2 ½ to 6 pounds**; Waybills, Certified Weight Tickets, as Applicable, shall be provided to city staff at each delivery.
- d. All orders will be a minimum of **600 pounds** of fish on each delivery.
- e. 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.
- f. Park Staff will be contacted one (1) day in advance as to the time the fish will be delivered.
- g. No order will be paid for unless a designed Park Staff employee is on site to accept the delivery.
- h. Fish must come from the farm under contract and have a current 2026 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 2022 report in order to bid. And provide a certificate at the beginning of each stocking season during the three-year period.
- i. 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 in each annual bid sheet.
- j. **All fish shall be free of diseases**; Columnaris Disease, Flukes (Black, Yellow, and White Grubs, Eye Flukes), Melanosis (Black Spot, Blotchy Bass), Fish Roundworms, Sandy Flesh, Fish Tapeworms, Fish Ulcers, Fish Warts, and Water Mold. As listed on the Missouri Department of Conservation website:
<https://huntfish.mdc.mo.gov/fishing/fish-diseases/columnaris-disease>
- 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.

Insurance Requirements:

Contractor and subcontractors shall secure, pay the premiums for, and keep in force until the expiration of their contract adequate liability insurance and Worker's Compensation Insurance.

Certificate of insurance for Worker's Compensation and for liability shall be delivered to Berkeley or kept on file at Berkeley prior to start of contract. Any policy change shall be reported to Berkeley and certificate forwarded to Berkeley. By signing a contract generated by the RFP, the contractor understands that neither they nor their employees are covered by any Berkeley insurance policy.

All copies of proof of insurance will be submitted to Berkeley along with the RFP. Contractors may send a copy of the required insurances with their proposal, but the work of the RFP cannot begin, nor contract executed until original insurance verification forms are on file at the Berkeley offices.

The following insurance coverage is required:

- Commercial General Liability: Minimum of \$150,000 per person and \$1,000,000 per occurrence.
- Worker's Compensation Insurance: Equal to or at least \$100,000 per employee.
- Automotive Insurance: Minimum of \$100,000/\$300,000 for bodily insurance and \$50,000 for property damage.

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.

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?
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? _____
 - a. Full Time _____ Part Time _____
7. How many women were on the payroll? Full Time _____ Part Time _____
8. How many minorities were on the payroll?
 - a. Full Time Male Minority employees: _____
 - b. Full Time Female Minority employees: _____
 - c. Part Time Male Minority employees: _____
 - d. Part Time Female Minority employees: _____
9. 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: Yes ☐ No ☐
10. Does your organization or you parent organization have an Affirmative Action Plan?
Yes ☐ No ☐ If yes, please supply a copy of the current plan.
11. 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 filling out this form.

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: _____

Bid NO. 959

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9. Work Authorization Affidavit	16
10. Federal Form W-9	

FAILURE TO RETURN ITEMS MAY RESULT IN REJECTION OF BID.

CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.