Great Parks of Hamilton County Live Fish Purchase, Delivery & Stocking Request for Proposal January 10, 2024

A. Introduction

Great Parks of Hamilton County is requesting proposals for **Purchase**, **Delivery and Stocking** live fish at four (4) locations for the 2024 season. All reservoirs listed on the enclosed stocking schedule are located within Hamilton County. This document shall be made part of the Supplier's proposal and will serve as the contract if this proposal is recommended by staff and approved by the Board of Park Commissioners at their February 15, 2024, meeting.

B. Specifications

- 1. Fish must arrive in good condition. Great Parks has the right to reject any or all fish upon delivery that it deems unhealthy or unsafe.
- 2. Any fish that are accepted for delivery and die within two days will be replaced at the fish Supplier's expense.
- 3. All adult fish will be weighed-in upon delivery in the presence of a park representative. The Supplier, at their expense, is required to provide the necessary employees to net, weigh and release the fish.
- 4. Fish deliveries will be accepted only on the dates specified by the stocking schedule at Lake Isabella, and Triple Creek parks. Deliveries at all other locations will be accepted up to three (3) days prior to the scheduled date with advance notice. All deliveries must be made between the hours of 7 a.m. and 5 p.m.
- 5. A completed fish stocking source form must be supplied with each delivery.
- 6. Great Parks reserves the right to request and inspect all invoices and permits associated with the purchase, transportation, and delivery of live fish for Great Parks' lakes.
- 7. To minimize stress, the fish deliverer is required to measure the water temperature, both in the truck tanks and the stocking point upon arrival. If the difference exceeds 5 degrees F., the fish Supplier is required to equalize the temperature in the tanks to within the acceptable range at a rate no greater than I degree F per minute change in tank water temperature.
- 8. The fish Supplier is required to check and maintain acceptable dissolved oxygen levels in their tanks. Oxygen levels during transport should be a minimum of six parts per million (6ppm) to prevent carbon dioxide buildup and resulting stress.
- 9. Origination of Fish
 - a. All Trout, Channel Catfish, and Hybrid Bluegill, purchased by Great Parks must

- originate from a commercial fish farm. Wild fish will not be accepted.
- b. Blue Catfish and Shovelhead Catfish may be wild fish, if caught, transported and sold by legal means.
- 10. Successful bidders must comply with all State requirements for the import and transportation of live fishes. Requirements include but are not limited to the following identified in Ohio Administrative Code (OAC) under the authority of the Ohio Department of Agriculture (ODA) [901:1-17-13 Fish; 901:1-17-14 Fish testing and inspection requirements] and Ohio Department of Natural Resources-Division of Wildlife (ODNR-DOW) [Chapter 1501:31-19 Wild Animal Regulations; Chapter 1501:31-25 Wild Animal Collecting; Chapter 1501:31-39 Aquaculture]. Permits for importing and transporting live fish to the State of Ohio are necessary to prevent the spread of infectious diseases and invasive species.

Import Permits. OAC [901:1-17-13 Fish] requires that the person or company receiving fish obtain a Fish Entry Permit from ODA prior to importation of each load of live fish. The permit application must include the name of the supplier, the receiver, and approval by ODA prior to importation. Specific fish health testing requirements are necessary for the following fishes prior to importation:

Fishes from the family Salmonidae, which includes trout, shall meet the following prior to entry:

- a. Prior entry permit; and
- b. Fish health inspection and testing report (issued within 12 months prior to entry) signed by a certified fish health inspector or veterinarian.

Salmonid permits will not be issued until the fish health inspection report has been received by ODA.

The fish health inspection report shall indicate the facility providing those fishes have tested negative for the following diseases:

- a. Ceratomyxosis (Ceratomyxa shasta), when originating from a state or zone where it has been reported.
- b. Infectious hematopoietic necrosis.
- c. Infectious pancreatic necrosis.
- d. Infectious salmon anemia, when originating from a state or zone where it has been reported.
- e. Proliferative kidney disease, when originating from a state or zone where it has been reported.
- f. Viral hemorrhagic septicemia (VHS).
- g. Whirling disease (Myxobolus cerebralis).

The following fishes included in the bid must come from a facility that has been tested negative for VHS regardless of state of origin and ODA must have a copy of those test results before a permit can be issued:

- a. Bluegill
- b. Channel Catfish
- c. Rainbow Trout

All other fishes shall be accompanied by a permit issued by the ODA:

Note that the live fishes from commercial catches cannot be landed on the Ohio shore (boat ramps, docks, marinas) without an import permit issued by ODA and in addition, documentation of fish health testing if applicable for the species harvested.

<u>Fish Transportation Permits</u>. Transporters of loads of live fish weighing 500 pounds or more which will be delivered within the State of Ohio must have a Fish Transportation Permit issued by the ODNR-DOW [OHIO REVISED CODE SECTIONS 1533.631 AND 1533.301]. These permits must be renewed each year, and stipulations for fish transportation and vehicle marking are available with the permit application. A copy of this permit must be supplied with the first delivery.

- 11. Size Requirements
 - a. **Rainbow Trout** minimum 1 lb. / maximum 3 lbs. each.
 - b. Adult Channel Catfish- minimum 1.5 lb. / maximum 5 lbs. each.
 - c. **Shovelhead and Blue Catfish** minimum 15 lbs. each.
 - e. Adult Hybrid Bluegill minimum 6" in length / maximum 8" in length.
- 12. Bid Submission Information
 - a. Bids will be awarded separately for each species on the bid information document. Interested bidders may bid on one or more items at their discretion.
 - b. Each bid envelope should include the following:
 - Fully completed bid information document (pages 8-11).
 - d. Great Parks reserves the right to alter stocking dates, or amounts, or cancel stockings with written notice to the Supplier, postmarked at least two weeks prior to the scheduled date.

A. <u>Bid Proposal Instructions and Submission Deadline</u>

Persons interested in bidding to provide **Fish Purchase**, **Delivery & Stocking** must complete all of the information requested by this Bid Proposal Packet and affix the signatures and initials required on this Bid Proposal Packet. Failure to complete the required information and/or affix the required signatures/initials may result in the Bid Proposal being rejected in its entirety.

All Bid Proposals must be typed or written legibly on the forms in this Bid Proposal Packet. This entire signed and initialed Bid Proposal Packet, including any additional documents provided by the Supplier, shall be submitted to Great Parks at its offices located at 10245 Winton Road, Cincinnati, Ohio 45231 or emailed to vmerrill@greatparks.org.

All Bid Proposals MUST BE RECEIVED by 4:30 P.M. (local time) on Wednesday, January 24, 2024

Bid Proposals shall be publicly opened at Great Parks of Hamilton County, Winton Woods, Winton Centre Board Room, starting at 12:30 p.m. on Thursday, January 25, 2024.

B. General Notes

- The Supplier shall furnish all labor, material and appurtenances necessary for a complete project or operational system as outlined in the plans, specifications and this Request for Proposal.
- 2. Prevailing wage rates do not apply.
- 3. Great Parks of Hamilton County reserves the right to reject any and all bids.
- 4. Great Parks of Hamilton County is tax exempt.

C. Submission of Invoices

The Supplier shall submit proper invoices via email directly to ParkDistrictAP@avidbill.com. A proper invoice will include account number, the park, location, quantity delivered, per unit price, total amount, shipping date, invoice number, invoice date, and Great Parks' purchase order number.

D. Acceptance of Proposal (Award)

It is the intent of Great Parks to award a contract provided the proposal has been submitted in accordance with the requirements of the Fish Purchase, Delivery & Stocking Request for Proposal. Great Parks shall have the right to waive informalities and irregularities in a proposal received and to accept the proposal, which in Great Parks' judgment, is in Great Parks' own best interests.

In determining the lowest and best proposal, the following items will be considered in addition to the proposal amount:

- 1. The record of the Supplier in performing other Great Parks projects and/or other similar publicly funded projects.
- The record, experience and ability of the Supplier to execute services of like character, scope and size.
- 3. Supplier has adequate equipment and facilities to perform the services properly in a timely and expeditious manner.
- 4. Supplier has suitable financial status to meet obligations incident to the services.
- 5. Supplier has appropriate technical experience in projects of similar scope and conditions.
- 6. Should the Supplier-fail to meet our specifications, notification will be forwarded to the

company representative informing them of the problem. Failure to correct the problem by the next delivery date may result in termination of contract.

Prior to acceptance of the proposal and prior to performing work, the Supplier shall furnish proof of the below required documents:

- 1. Certificate of Liability Insurance, listing Great Parks of Hamilton County as additional insured.
- 2. Ohio Bureau of Workers' Compensation (BWC) Certificate of Coverage.
- 3. New Vendor Form (if applicable, for GPHC Finance Department purposes).
- 4. List of emergency contacts and their contact information.
- 5. Signed and completed Indemnification section (page 7).
- 6. Signed Bid Form (page 8-11).
- 7. Initial all pages in the area provided on the footer of each page (pages 1-11).

E. Certificate of Liability Insurance Requirements

Insurance coverage shall not be less than the following:

Comprehensive General Liability (including Completed Operations, Blanket Contractual, Independent Contractors, and Personal Injury):

a. Bodily Injury \$1,000,000 Each Occurrence; \$2,000,000 Aggregate
 b. Property Damage \$1,000,000 Each Occurrence; \$1,000,000 Aggregate

Automobile Liability (including Owner, Non-owned and Hired):

a. Bodily Injury \$1,000,000 Each Occurrence; \$1,000,000 Aggregate
 b. Property Damage \$250,000 Each Occurrence; \$250,000 Aggregate

It is the Contractor's responsibility to provide Great Parks a current Certificate of Liability Insurance when policies are renewed.

F. Safety of Persons and Property

The Supplier shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this work.

With respect to all Work performed, the Supplier shall:

- Comply with the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Paragraph 1518, as published in the "Federal Register" Vol. 36. N.75 Saturday, April 17, 1971 and as amended.
- 2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

- 3. Maintain at its office and in delivery vehicles all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured at the delivery site.
- 4. Comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- 5. When use of storage of explosives or other hazardous material or equipment or unusual methods are necessary for execution of the Work, the Supplier shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 6. Promptly remedy damage and loss (other than damage or loss insured under property insurance required by the contract) to property caused in whole or in part by the Supplier or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Supplier is, except damage or loss attributable to acts or omissions of the Great Parks or anyone directly or indirectly employed by them, or anyone for whose acts may be liable, and not attributable to the fault or negligence of the Supplier. The foregoing obligations of the Supplier are in addition to the Supplier's obligations for Indemnification.

G. Cancellation

This agreement may be canceled by either party thirty (30) days after written notice is given. However, no party may exercise this right for the first six (6) months the contract is in effect. Notwithstanding of these provisions, any failure to either meet contract specifications or comply with delivery requirements shall be cause for immediate cancellation.

H. Indemnification

To the fullest extent permitted by law, the Supplier shall indemnify and hold harmless, Great Parks, Great Park's consultants, agents, vendors and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Supplier, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

In claims against any person or entity indemnified under this section by an employee of the Supplier, a Subcontractor, anyone directly or indirectly employed by them or anyone Authorized By: _____Title: ____

for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Supplier or a Subcontractor under workers' compensation acts,

Bid Form

Please fill out the Bid Information sheet carefully if you are interested in submitting a bid for the purchase, delivery and stocking of Catfish, Rainbow Trout, or Hybrid Bluegill to the Great Parks of Hamilton County in 2024. Suppliers may provide a bid for just one, several, or all of species listed. Bid information sheets that are partially or incorrectly filled out may be subject to disqualification at the sole discretion of the Board of Park Commissioners. The entire bid document must be returned, with each page initialed by the bidder.

Great Parks of Hamilton County Fish Purchase, Delivery and Stocking Request for Proposal

Company		
BY (Name, Title):		
SIGNATURE:	DATE:	
COMPANY ADDRESS		
WORK NO:		_
E-MAIL ADDRESS		
State whether a: Corporation (); Pa	rtnership (); Sole Proprie	etorship ()
Please provide three references who h	ave used your services wit	hin the last two years
Company		
Contact Person		
Phone/Fax		
Company		
Contact Person		
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Provide price to purchase, deliver and stock one or more of these fish species at the designated locations.

SPECIES	AMOUNT	UNIT PRICE	TOTAL
Adult Channel Catfish	6,700 pounds	\$ /pound	\$
Shovelhead/Blue Catfish	1,200 pounds	\$ /pound	\$
Rainbow Trout	5,750 pounds	\$ /pound	\$
Adult Hybrid Bluegill (L. Macrochirus, L. Cyanellus)	700 pounds	\$ /pound	\$
BID TOTAL			\$

As the assigned representative for the company providing this bid to the Great Parks of Hamilton County, I understand that by signing below, this company has reviewed and agrees to the conditions of the specifications provided. I also agree, if our bid is successful, to deliver the fish to Great Parks of Hamilton County according to the stocking schedule provided.
Signed
Title
Date

2024 GREAT PARKS OF HAMILTON COUNTY FISH STOCKING SCHEDULE 2024 Lake Isabella Stocking 2024 Miami Whitewater Forest Stocking Date Weight (lbs) Species Date Weight (lbs) Species Channel Catfish March 1 1,000 Trout June 21 500 March 8 1,000 Trout March 15 750 Trout March 22 500 Trout 2024 Winton Woods Stocking March 29 500 Trout Weight (lbs) Date Species April 27** (Triple Creek) Trout * Channel Catfish April 5 500 500 April 26 Channel Catfish 500 Channel Catfish 700 July 18 Channel Catfish May 10 500 ** Satellite Park May 24 500 Channel Catfish Channel Catfish 500 June 14 July 12 500 Channel Catfish 2024 Mitchell Memorial Forest Stocking July 26 500 Channel Catfish Weight (lbs) Date Species August 9 500 Channel Catfish June 7 500 Channel Catfish August 30 500 Channel Catfish September 20 500 Channel Catfish October 18 500 Trout October 25 500 Trout November 1 500 Trout Before June 30 1,200 Shovelhead/Blue Catfish 700 Before May 30 Hybrid Blue Gill *In the event that water temperature is too warm for trout, the stocking will be moved to a Friday in Oct.