

**CITY OF BOISE  
PARKS AND RECREATION  
FORMAL REQUEST FOR BID for GOODS**



**FB 23-165**

**FROZEN WHOLE PREY AND LIVE INSECTS, ZOO BOISE**

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FROZEN WHOLE PREY AND LIVE INSECTS, ZOO BOISE

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**INVITATION**

December 23, 2022

The City of Boise, Idaho, invites you to submit a sealed Bid for:

**FB 23-165: Frozen Whole Prey**

Bids will be prepared per the specifications detailed within the Solicitation document(s). Bid packets are available at no charge with registration through DemandStar or BidNet. Links provided on the City of Boise Website [www.cityofboise.org](http://www.cityofboise.org). To receive addendum notifications, you MUST be registered with either DemandStar or BidNet.

**The scope of work the item being sought to purchase is:**

Frozen whole prey and live insects for Zoo Boise. Prey shall include various sizes of mice, rats, rabbits, chickens, quail, and guinea pigs. Live insects shall include mealworms, superworms, waxworms, and various sizes of crickets.

The City of Boise reserves the right to reject any and all Bids, to waive any irregularities in the Bids received and to accept the Bid(s) that are in the best interest of the City of Boise. The City of Boise is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.

<b><i>IMPORTANT DATES:</i></b>	<b><i>DATE/TIME</i></b>
"Equal or Equivalent" Requests Due	January 04, 2023, 5:00 p.m. local time
Questions & Clarification Due	January 04, 2023, 5:00 p.m. local time
Bids Due	January 11, 2023, 1:00 p.m. local time <b><i>LATE BIDS WILL NOT BE ACCEPTED</i></b>

Bids will be received at the Department of Finance and Administration, Purchasing Office located at 150 N. Capitol Blvd., Boise, Idaho, 83702 or electronically through DemandStar or BidNet.

The City of Boise appreciates your interest in meeting the needs of the residents of Boise.

**City of Boise, Idaho**

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**BID INSTRUCTIONS AND INFORMATION**

The submission package or envelope **MUST BE SEALED** and **PLAINLY MARKED** with the following:  
Submit Bids to:

**Boise City Purchasing Office  
150 N. Capitol Blvd.  
Boise, ID 83702**

- The envelope in which the Bid is to be received is to be sealed and marked:  
**Company Name  
FB 23-165, Frozen Whole Prey and Live Insects, Zoo Boise**
- **Do not** respond to more than one Bid in the same envelope.
- A submission made using "Express/Overnight" services must be shipped in a separate sealed inner envelope/package identified as stated above. No responsibility will attach to the City of Boise, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified.
- **DO NOT FAX YOUR BID.**
- **Bids must be submitted in writing.**
- **No Oral, Telephone, Facsimile, Telegraphic, or Late Submissions Will Be Considered.**
- It is the submitting Bidder's responsibility to timely submit their Bid in a properly marked envelope, prior to the scheduled due date/time, for receipt in sufficient time to allow the submission to be time and date stamped. To be considered, all submissions must be received at the City of Boise Purchasing Office prior to the Bid due date/time.

**OR**

- **E-Bids:** Electronic Bids submitted through DemandStar or BidNet will also be accepted for this project. Bids must be signed and submitted in same required format. Submit one (1) electronic copy if using E-Bidding. After uploading your Bid, Bidder's are encouraged to verify the successful upload of the document.
- **SIGN your electronic Bid. Bids without written signature will not be accepted.**
- All E-Bids must be submitted before the scheduled Bid opening. In the event of a technology failure, the City of Boise reserves the right to accept all Bids submitted and electronically time stamped prior to Bid opening. The City of Boise will require Bid receipt document to be on file as proof of timely submission. Bidders are encouraged to confirm the successful up-load of their Bid document. The City of Boise will not accept Bids after the scheduled time for opening.
- The Owner is the City of Boise.
- **ALL BIDS MUST BE SIGNED.**
- If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Bid. Where Bid formats are requested, Bidder is to comply with all specifications.
- Additional sheets may be included if more room is needed for technical information, answers, and explanations.

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**Public Bid Opening Announcement:**

If you would like to witness the virtual bid opening, please use the following link or call-in numbers:

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 215 347 136 53

Passcode: ZxNF6H

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 208-593-7896,,754668378#](#) United States, Boise

[\(833\) 533-1404,,754668378#](#) United States (Toll-free)

Phone Conference ID: 754 668 378#

[Find a local number](#) | [Reset PIN](#)

**GENERAL CONDITIONS**

**1 GENERAL TERMS AND CONDITIONS**

These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

**1.1 Scope**

The scope of the item being sought to purchase is:

*Frozen Whole Prey and Live Feeder Insects, Zoo Boise*

**1.2 Intent of Bid**

It is the intent of this Request for Bids to define requirements in sufficient detail to secure comparable Bids. Bids shall be in accordance with Bid document requirements. Bids not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.

**1.3 Bid Costs**

The Bidder will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this Bid. All materials and documents submitted in response to this Bid become the property of the City of Boise and will not be returned.

**1.4 Reserved Rights**

The City of Boise reserves the right to accept or reject Bids.

**1.5 Public Records**

The Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Bid will be a public record subject to disclosure under the Public Records Act and will be available for inspection and copying by any person. The Public Records Act contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Bid to be a trade secret, or otherwise protected from disclosure, you **must**:

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- a) Indicate by marking **each page** of the pertinent document confidential; and,
- b) Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Bid are not a trade secret.

The following is not acceptable or in accordance with the Public Records Act and **will not be honored**:

- a. Marking your entire Bid as exempt; or,
- b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City of Boise, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Act, the Bidder will expressly agree to defend, indemnify, and hold harmless the City of Boise from any claim or suit arising from the City of Boise's refusal to disclose any such material. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel – **Prior to submission.**

### 1.6 Taxes

The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City of Boise. Items purchased by the City of Boise and used by a Vendor are subject to Use Tax. All other taxes are the responsibility of the Vendor and are to be included in the Vendor's Bid pricing.

### 1.7 Request for Clarification, Protest of Bid Requirements, Standards, Specifications, or Process

Any Bidder who wishes to request clarifications, or protest the requirements, standards, specifications, or processes outlined in this Request for Bid may submit a written notification to the Purchasing Office to be received no later than:

Item	Due
Equal or Equivalent, Questions and Clarifications	January 04, 2023, 5:00 p.m. local time
Bid Specification Protest request:	Should be submitted no later than three (3) working days prior to Bid opening date, noon local time

The notification will state the exact nature of the clarification or protest and describe the location of the protested portion or clause in the Bid document and explain why the provision should be struck, added, or altered, and contain suggested corrections. The Purchasing Office may deny the protest, modify the Bid, and/or reject all or part of the protest. Changes to these specifications will be

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made by written addendum. Verbal responses will not be binding on the City of Boise or the Bidder.

Written requests are to be directed to:

Jolene Merry  
City of Boise Purchasing  
150 N. Capitol Blvd  
Boise ID 83702  
[jmerry@cityofboise.org](mailto:jmerry@cityofboise.org)

### **1.8 Addenda**

If specifications are modified by the Purchasing Office, the modifications will be sent to each plan-holder in writing. Verbal modifications are not binding on the City of Boise or the Bidder. No oral changes will be considered or acknowledged. Bidders are requested to acknowledge each addendum received in their Bid Response.

### **1.9 Modification and Withdrawal of Bid**

A Bid may be modified or withdrawn by the Bidder prior to the set date and time for the opening of Bids. Bids may not be modified or withdrawn after the Bid opening.

### **1.10 Bid and Price Guarantee**

It is desired that the submitted Bid remain in effect for a minimum of 90 days, along with all Bid pricing. If this is not accepted, Bidder is to so indicate.

### **1.11 Disadvantaged Business Enterprises (D.B.E.)**

D.B.E. firms and business enterprises are encouraged to submit a Bid. Women owned and minority owned firms are encouraged to submit a Bid. The City of Boise actively encourages any Bids by D.B.E. firms for goods and services for the City of Boise.

### **1.12 Evaluation of Bidder(s)**

Award will be whichever is determined to be in the best interest of the City of Boise. The award may be on the lowest cost to the City of Boise.

### **1.13 Award Criteria**

Criteria will include pricing for options that best suit the needs of Boise and compliance with the specifications.

### **1.14 Lowest Responsive Bidder**

All contracts or award of Bids shall be awarded to the lowest responsive Bidder, with all costs to the City of Boise considered, provided that the Boise City Council may award contracts to the Bidder or offeror it determines appropriate, including local preference.



### 1.15 Idaho's Reciprocal Preference Law

To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services, or equipment that is competitively bid. See Idaho Code § 67-2349.

Reciprocal Preference Information: <https://www.naspo.org/reciprocity1>

### 1.16 Significant Local Economic Presence

Boise City Council may exercise a preference for a Bidder with a significant local and Idaho economic presence even if such Bidder is not the selection committee's highest ranked Bidder. To qualify as a Bidder with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the Bid opening.

- **Metropolitan Impact Area:** Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem, Owyhee, and Payette in the state of Idaho.

### 1.17 Protest of Vendor Selection or Contract Award

The right to protest an award is governed by Boise City Code (Title 1, Chapter 12, Article 3), which provides:

- Only a Bidder who **participated** in the solicitation process through submission of a Bid may protest an intended award;
- The award to be protested must be for a **formal level contract**, which consists of either a goods, personal services services purchase purchase of \$100,000 or more or a construction project of \$200,000 or more. Any attempted protest to a semi-formal or informal level contract will not be considered;
- The award to be protested must be to a Bidder or Proposer **other than the lowest responsive Bidder** in the case of a formal solicitation **or other than the highest ranking Proposer** in the case of a Request for Proposal or Request for Qualifications;
- In the event that the winning Bidder is less than the formal level threshold, then the project is considered "semi-formal" and an award protest will not be considered.
- A protest must be in **writing**;
- A protest must **specify the reason(s)** the proposed award is in error; and
- A protest must be submitted within **seven (7) calendar days** after the City of Boise's transmittal or posting of a Notice of Intent to Award letter.

**Written protests are to be directed to:** [purchasing@cityofboise.org](mailto:purchasing@cityofboise.org). Any protest addressed to the mayor or Boise City Council may be re-directed to the City of

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Boise's Purchasing Agent. Purchasing will address the protest with input from the Project Manager if necessary.

The protest of an award may **not** be based upon the specifications. Any objection to specifications attempted to be pursued through an award protest is untimely and will not be considered. Rather, the right to protest specifications is provided for as described in section 1.7 (Request for Clarification, Protest of Bid Requirements, Standards, Specifications, or Process) herein.

In the event the Purchasing Agent denies a protest, the protesting Bidder may elevate the matter to Boise City Council through submission of an appeal to the Boise City Clerk's Office within **three (3) business days** of transmission or posting of the denial by the Purchasing Agent. The Boise City Clerk will then schedule the matter before Boise City Council.

If Federal grant funds are involved and the protestor is not satisfied with the way that the City of Boise has resolved the protest, the protestor may have the option to appeal to the Federal Grant Provider.

### 1.18 Payments and Billings

The Awarded Bidder will submit all invoices to:

<b>City of Boise</b>
<b>Parks and Recreation, Zoo Boise</b>
<b>1104 Royal Blvd</b>
<b>Boise, Idaho 83706</b>

Payments are processed weekly. The awarded Bidder can expect issue and mail of payment within 45 days after receipt of invoice.

### 1.19 Stop Work Order

Any "Stop Work Order" given to Awarded Bidder will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Bidder and/or his assigns.

### 1.20 Delivery of Goods:

<b>All prices must include delivery to Zoo Boise</b>
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### 1.21 Anti-Boycott:

If this Agreement has a total potential value of \$100,000 or more and if VENDOR is a company with ten (10) or more employees, then pursuant to Idaho Code § 67-2346, VENDOR affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Idaho Code § 67-2346.

### **1.22 Personally Identifiable Information.**

Vendor shall not collect or use Personally Identifiable Information (PII) for any purpose beyond that which is necessary to carry out its obligations under this Agreement. If Vendor believes the collection or use of PII is necessary, then Vendor shall notify Owner of the type of PII to be collected, the purpose of such collection, and of the processes and procedures Vendor will employ to safeguard the confidentiality of such information.

For any PII collected and maintained by Vendor in connection with this Agreement, Vendor shall comply with all applicable privacy laws and:

1. Not provide or permit disclosure of PII to any third party except as may be required by court order or other legal requirement;
2. Restrict internal access to PII to those members of Vendor's staff that have an actual need to access such information in order to perform Vendor's obligations under this Agreement;
3. Maintain physical and technical security in accordance with commercially reasonable standards to protect PII unauthorized access, use, modification, disclosure, or other misuse;
4. Adopt, maintain, and properly administer PII policies, regulations and procedures that will facilitate compliance with the requirements of this Section. Further, such policies, regulations and procedures must include requirements that (a) staff who will have access to PII must, prior to provision of access, be subject to reference or background checks, be provided training about PII requirements, and review and acknowledge PII policies, regulations and procedures; and (b) upon separation of staff members from employment, their passwords will be promptly terminated and their facility keys and identification cards will be promptly collected or otherwise rendered useless; and
5. Destroy or render inaccessible all PII collected or maintained in connection with this Agreement within ninety (90) days of the expiration or early termination of this Agreement.

PII is any representation of information in any format that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. PII is also any information permitting the physical or online contacting of a specific individual. PII includes a person's first name or first initial and last name in combination with or more of the following data elements that relate to the person when either the name or the data elements are not encrypted: (1) social security number; (2) driver's license number or government issued identification card number; or (3) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to a person's financial account. Personally

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Identifiable Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records or widely distributed media.

If Vendor's systems are breached and the confidentiality of PII is compromised then, upon becoming aware of the breach, Vendor must immediately act to prevent further unauthorized access and, as soon as practicable, notify Owner of the breach. In addition, Vendor shall conduct in good faith a reasonable and prompt investigation into the scope of the breach and the likelihood of misuse of PII. Vendor must provide notification of the breach to affected individuals as required by law and/or as requested by Owner.

In the event Vendor utilizes a subVendor to aid in the performance of Vendor's obligations under this Agreement and the subVendor may have access to PII as a result, Vendor shall require that the subVendor agree to be bound by the requirements in this Section prior to use. In addition, Vendor acknowledges and agrees to be responsible for ensuring that the subVendor complies with the requirements of this Section and for any compliance failure of subVendor that may occur.

This Section shall survive expiration or early termination of this Agreement. Failure to comply with any obligation or requirement of this Section shall constitute a material breach of the Agreement.

**The City of Boise reserves the right to reject any and all Bids, to waive any irregularities in the Bids received, to award on an "each item" basis (however, the Bidder may indicate "all or none"), and to accept the Bid deemed most advantageous to the interest of the residents of Boise.**

**PROJECT DESCRIPTION AND INFORMATION**

Deliveries shall be shipped complete, lead times from order to in-house acceptance are expected to be complete, one shipment, and at Zoo Boise within three (3) weeks of release. Vendor responsible to package, ship and deliver whole prey product in frozen condition, prices quoted shall include these requirements. Vendor responsible to package, ship, and deliver insect products in live condition, prices quoted shall include these requirements.

Contractor shall provide a supply of whole prey and/or live insects to meet the consumption needs of animals including, but not limited to, carnivores, birds of prey, and reptiles in the Zoo collection. Contractor shall provide a consistent supply based on the schedule agreed upon by Contractor and the Zoo. Contractor shall inform Zoo staff as to the amount of whole prey in each size that will be delivered based on the delivery schedule agreed upon by the Contractor and the Zoo.

Contractor shall provide the whole prey as follows:

- Whole prey must be euthanized humanely using methods outlined as appropriate for feeder animals as dictated by the American Veterinary Medical Association:  
<https://www.avma.org/KB/Policies/Documents/euthanasia.pdf>
- Acceptable methods for euthanasia are the following:
  - Inhaled agent – Carbon Dioxide (CO<sub>2</sub>) (M1.6)
  - Physical Method – Cervical Dislocation (M3.6) – Only in animals < 200 g in weight
  - Rapid Freezing – ONLY acceptable in neonatal rodents < 5 d of age
- No injectable agents can be used, and no toxic chemical inhalants can be used that would leave residues of the chemical in the carcass.
- Whole prey must remain intact and whole and free from dirt, urine and feces.
- Whole prey must be free of disease, parasites and identification markers such as ear tags. Whole prey must be bagged in zipper-type freezer storage bags or be shrink-wrapped in shrink bags. Amount of whole prey per bag must align with the amounts designated for each species. The size and species must be designated on each bag.
- Whole prey must be delivered frozen and must not have been thawed and re-frozen. Thawing or thawed whole prey will not be accepted. Indications of thawing which will dictate a refusal of the shipment include, but are not limited to, blood on the whole prey and moderate amounts of moisture inside the bag.

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- Mice must be all white in color, unless either specifically specified otherwise by Zoo staff or unless Zoo staff are aware of the color discrepancy in full detail (size of mice which are colored, number of colored mice per shipment). Any discrepancy in color must be kept to a minimum of no more than 10% of the monthly delivered amount). Acceptance of any number of colored mice will be dependent on inspection by Zoo staff.

Vendor shall deliver as follows:

- Whole prey must be delivered directly to Zoo Boise at 355 Julia Davis Dr, Boise ID 83702 Gate 3 between the hours of 8:00 a.m. – 3:00 p.m. MST; delivered will not be accepted after 4:00 p.m. MST any day of the week as agreed upon in advance by the Contractor and the Zoo. Upon delivery, Zoo Staff will inspect product to ensure quality and amounts are correct and will report back to vendor within twenty-four (24) hours if any issues are discovered.
- Upon delivery, whole prey is not to have been frozen and stored for more than two (2) months.
- Insects must be delivered directly to Zoo Boise at 355 Julia Davis Dr, Boise ID 83702 between the hours of 10:00 a.m. – 3:00 p.m. MST any day of the week as agreed upon in advance by the vendor and the Zoo. Upon delivery, Zoo Staff will inspect product to ensure insects are alive and amounts are correct and will report back to vendor within twenty-four (24) hours if any issues are discovered.
- Insect deliveries must include live guarantee, except when temperatures are below ten (10) degrees Fahrenheit.
- Zoo Boise staff must inspect all deliveries.

Acceptance of whole prey: Complete acceptance for the whole prey is dependent on acceptance by animal consumers. If the whole prey is rejected by more than  $\frac{1}{4}$  of the healthy animal consumers, this will be an indication of an unacceptable prey item that must be either refunded or replaced.

**EQUAL OR EQUIVALENT REQUESTS**

These specifications are given as guidelines. Vendors are encouraged to propose equals or equivalents that meet or exceed the quality, performance and use of the brand, model, or specification in this Solicitation. It is not the intention of the specifications to restrict the competitive solicitation process, nor to direct the Bidder to a specific make, model, or brand, unless there is a specific requirement by the City of Boise, in which case, that will be so stated within this Bid.

The City of Boise reserves the right to contact the Bidder for a clarification of any deviation from the specifications. Failure to submit an Equal or Equivalent Request Form for an apparent deviation from a specification may lead to the rejection of the entire solicitation by the City of Boise.

The burden of proof is on the requestor; make sure that you supply complete information for the City of Boise to evaluate your request. The determination of what is an acceptable equal or equivalent, rests entirely with the City of Boise. Please include marketing brochures of the proposed equals or equivalents.

Equal or equivalent requests may be received prior to the solicitation opening:

It is highly recommended that the Bidder submit the Equal or Equivalent Request Form prior to the time and date set for the solicitation opening. Forms submitted prior to the solicitation opening must be received in the Purchasing office **no later than January 04, 2023, 5:00 p.m. local time.**

The City of Boise will review the request and respond to the Bidder prior to solicitation opening regarding its acceptance or rejection of the equal or equivalent request.

Equal or equivalent requests received with the Bid:

The City of Boise will review the equal or equivalent request of the apparent low Bidder and respond to the Bidder regarding its acceptance or rejection of the request.

If the equal or equivalent request is included with the Bid, the Bidder assumes the risk of the request being unacceptable to the City of Boise, at which point the Bid will be rejected and deemed non-responsive.

Equal or equivalent request forms will not be accepted after the time and date set forth for the opening of this solicitation.

PLEASE INCLUDE MARKETING MATERIALS.

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**EQUAL OR EQUIVALENT REQUEST FORM**

TO: City of Boise, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: **FB 23-165 Frozen Whole Prey**. We hereby submit for your consideration the following product instead of the specified item for the above project:

Specification#	Proposed Equal or Equivalent Product

Attach complete technical data, including laboratory tests (if applicable).

Differences between Equal or Equivalent requested and specified item:
What effect does Equal or Equivalent requested have on the use of the product?

Bidder guarantees that proposed and specified items are (check one):

- Same
- Different (explain on attachment)

The undersigned certifies that the quality, performance or use of the proposed Equal or Equivalent products meet or exceed the brand or model of the specified product.

Company: \_\_\_\_\_  
 Address (City, State, Zip) \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Submitted by: \_\_\_\_\_ (Please Print)  
 Signature: \_\_\_\_\_

.....City of Boise to complete:.....

Accepted	
Not Accepted	
Accepted as noted	
too late	By: _____



**BID SIGNATURE PAGE**

Name of Business	
	Please print or type
Address	
City, State, Zip Code	
Phone#	
E-Mail Address	
<b>SIGNATURE</b>	X
Printed Name	
Title	
Date	

**Significant Local Economic Presence:**  Yes:  No

(Misstatement of local presence may result in disqualification of the Bid by the Boise City Council). Provide local address if different than mailing address.

Bidder Acknowledges Receipt of the Following Addenda:

- |                                     |                                     |
|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Addenda #1 | <input type="checkbox"/> Addenda #4 |
| <input type="checkbox"/> Addenda #2 | <input type="checkbox"/> Addenda #5 |
| <input type="checkbox"/> Addenda #3 | <input type="checkbox"/> Addenda #6 |

The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid, to enter into and execute a contract, of which this Bid, terms and conditions, and specifications will be part. Submission of this signed Bid signifies agreement with the solicitation's specifications and specifically constitutes a waiver of any objections to them.

The above signed acknowledges the rights reserved by the City of Boise to accept or reject any or all Bids as may appear to be in the best interest of the City of Boise and is authorized to do business in Idaho.

Price Guarantee

Number of days price will be guaranteed:	
--	--

(Request minimum of 90 days)

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Include In Bid Submission

**BID SCHEDULE**

Award will be based upon low bid for each category. All items must meet guaranteed analysis industry standards for nutrition.

\*Quantities are estimates for evaluation purposes, based on historical usage and not a guarantee to purchase. Actual purchase will be made on an as needed basis depending on Zoo Boise’s collection size and animal needs using the cost per each proposed.

**CATEGORY I – FROZEN WHOLE PREY**

Item	Description	Weight Specs	*Estimated Quantity	\$ per each	Extended Total
1	Mice, x-small pinky	1.50 – 1.99 g	1		
2	Mice, small pinky	2.00 – 2.49 g	1		
3	Mice, large pinky	2.50 – 2.99 g	4620		
4	Mice, peach fuzzy	3.00 – 4.49 g	1		
5	Mice, fuzzy	4.50 – 6.99 g	5910		
6	Mice, small	7.00 – 12.99 g	1		
7	Mice, medium	13.00 – 17.99 g	1		
8	Mice, large	18.00 – 29.99 g	8895		
9	Mice, x-large	30.00 – 45.00+ g	1		
10	Rats, pinky	3.00 – 8.99 g	1		
11	Rats, fuzzy	9.00 – 19.99 g	1		
12	Rats, pup	20.00 – 29.99 g	1155		
13	Rats, weaned	30.00 – 44.99 g	3360		

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Include In Bid Submission

Item	Description	Weight Specs	*Estimated Quantity	\$ per each	Extended Total
14	Rats, small	45.00 – 84.99 g	180		
15	Rats, medium	85.00 – 174.99 g	540		
16	Rats, large	175.00 – 274.99 g	750		
17	Rats, x-large	275.00 – 374.99 g	720		
18	Rats, xx-large	375.00 – 474.99 g	1		
19	Rats, xxx-large	475.00 – 600.00+ g	1		
20	Rabbits, x-small	0.50 – 0.99 lbs.	1		
21	Rabbits, small	1.00 – 1.99 lbs.	135		
22	Rabbits, medium	2.00 – 3.99 lbs.	300		
23	Rabbits, large	4.00 – 5.99 lbs.	60		
24	Rabbits, x-large	6.00 – 7.99 lbs.	1		
25	Rabbits, xx-large	8.00 – 9.99 lbs.	1		
26	Rabbits, xxx-large	10.00 – 12.00+ lbs.	1		
27	Guinea Pigs, small	45.00 – 84.99 g	1		

FB 23-165 Frozen Whole Prey

Include In Bid Submission

Item	Description	Weight Specs	*Estimated Quantity	\$ per each	Extended Total
28	Guinea Pigs, medium	85.00 - 174.99 g	1		
29	Guinea Pigs, large	175.00 - 274.99 g	375		
30	Guinea Pigs, x-large	275.00 - 374.99 g	1		
31	Guinea Pigs, xx-large	375.00 - 474.99 g	300		
32	Guinea Pigs, xxx-large	475.00 - 599.99 g	1		
33	Guinea Pigs, xxxx-large	600.00 - 749.99 g	1		
34	Guinea Pigs, xxxxx-Large	750.00 - 900.00+ g	1		
35	Hamsters, x-small	9.00 - 19.99 g	1		
36	Hamsters, small	20.00 - 29.99 g	1		
37	Hamsters, medium	30.00 - 44.99 g	1		
38	Hamsters, large	45.00 - 84.99 g	1		
39	Hamsters, x-large	85.00 - 174.99+ g	1		
40	Gerbils, medium	30.00 - 64.99 g	1		
41	Gerbils, large	65.00 - 100.00+ g	1		

FB 23-165 Frozen Whole Prey

Include In Bid Submission

Item	Description	Weight Specs	*Estimated Quantity	\$ per each	Extended Total
42	Chickens, x-small	1.00 – 1.99 oz.	5490		
43	Chickens, small	2.00 – 5.99 oz.	1		
44	Chickens, medium	6.00 – 9.99 oz.	30		
45	Chickens, large	10.00 – 13.99 oz.	540		
46	Chickens, x-large	14.00 – 17.99 oz.	1		
47	Chickens, xx-large	2.50 – 4.49 lbs.	1		
48	Chickens, xxx-large	4.50 – 6.50+ lbs.	1		
49	Quail, x-small	7.50 – 10.00 g	1		
50	Quail, small	25.00 – 49.99 g	930		
51	Quail, medium	50.00 – 74.99 g	1		
52	Quail, large	75.00 – 109.99 g	60		
53	Quail, x-large	110.00 – 154.99 g	1500		
54	Quail, xx-large	155.00 – 199.99 g	1		
55	Quail, xxx-large	200.00 – 249.99 g	1		

FB 23-165 Frozen Whole Prey

Include In Bid Submission

Item	Description	Weight Specs	*Estimated Quantity	\$ per each	Extended Total
56	Quail, xxxx-large	250.00 - 300.00+ g	1		
<b>Category I Total Bid Amount \$</b>					
<b>Category I Total Bid Amount Written in Words</b>					

**CATEGORY II – LIVE INSECTS**

Item	Description	Weight Specs	*Estimated Quantity	\$ per each	Extended Total
1	All sizes of standard Crickets	Pinheads, ¼ inch, ½ inch, ¾ inch	312,000		
2	Standard mealworms		20,000		
3	Superworms		168,000		
4	Standard waxworms		60,000		
5	Hornworms		1		
6	Calciworms		1		
<b>Category II Total Bid Amount \$</b>					
<b>Category II Total Bid Amount Written in Words:</b>					

FB 23-165 Frozen Whole Prey

Include In Bid Submission

**DELIVERY INFORMATION**

**List any risks associated with the on-time delivery of this project:**

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**Company History as it pertains to your ability to perform the specified project  
(attach additional information if necessary):**

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FB 23-165 Frozen Whole Prey

Include In Bid Submission

**REFERENCES**

Bidder must provide at least three (3) current professional references from different firms/organizations for which this type of product/service has been provided. References must be able to verify Service Provider's experience to comply with the requirements of this Bid. Failure to provide references with similar scope/product, successfully delivered may be grounds for disqualification.

**Reference 1**

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

**Reference 2**

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

**Reference 3**

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

List any product(s) previously supplied to the City of Boise delivered within the past 3 years. (Failure to disclose or poor performance can be grounds for disqualification)

Project	Department	Contact



FB 23-165 Frozen Whole Prey

Include In Bid Submission

**PUBLIC AGENCY CLAUSE**

Bid prices will be made available to other "Public Agencies" as defined in Section 67-2327 of the Idaho Code, to include any city or political subdivision of this state including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho; any agency of the state government; and any city or political subdivision of another state. It will be the responsibility of the "Public Agency" to independently contract with the Vendor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities buy from our agreement.

Accept Public Agency Clause? Yes \_\_\_\_\_

No \_\_\_\_\_

# SAMPLE GOODS / EQUIPMENT CONTRACT AGREEMENT

## **PURCHASING CONTRACT NUMBER FB 23-165**

Project: **Frozen Whole Prey, Zoo Boise**

Vendor: ( **Vendor's Name** )

Owner: ( **Department Name** ), City of Boise, Ada County, Idaho, a municipal corporation

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and ( **Vendor's Name** ), hereinafter referred to as "Vendor", duly authorized to do business in the State of Idaho.

1 Scope of Services: Vendor provide all goods/equipment, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and Boise City Codes.

2 Contract Documents: "Contract Documents" consist of the following, together with any amendments that may be subsequently executed in accordance with General Terms and Conditions hereof, all of which are incorporated herein and together constitute the "Agreement"::

Bid	Commercial General Liability Insurance
Contract Agreement	Product Liability Insurance
Specifications	Performance Bond
Acknowledgement	

3 Order of Precedence: The various provisions of the Contract Documents are intended to be complementary. However, in the event of a conflict between the terms and conditions of the Contract Documents, the terms of the latest applicable mutually executed amendment will take precedence, followed by the terms of this Contract Agreement and then the terms of the Bid.

4 Time of Performance: All products described in the Scope of Services shall be delivered within ( **# of Days** ) days from the date hereof, with a 365-day contract term. The term may be modified by mutual written agreement of the parties.

5 Delivery:

Delivery time: is \_\_\_\_\_ after receipt of order.

6 Guarantee: Vendor will guarantee their product will meet or exceed the minimum specifications set forth in their Bid. If the Owner finds that the product delivered does not conform to these specifications, the vendor will be required, at their expense, to make all corrections necessary to bring the unit into compliance.

7 Price Guarantee: The price in vendor Bid will remain in effect for the length of the contract.

8 Warranty: Vendor shall warranty all supplied products for full, new product replacement against defects in materials. Should the product be deemed defective by Owner, Vendor shall replace defective product at no cost or delay of time to Owner.

9 Indemnification and Insurance: The Vendor shall indemnify and save and hold harmless the Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by

the Vendor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

In addition, the Vendor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, the below mentioned insurance, in which the Owner shall be named an additional insured in the minimum amount as specified. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, the Vendor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. The Vendor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Vendor shall immediately submit proof of compliance with the changed limits.

**Vendor will, during the performance of the contract and for at least one (1) year following acceptance of the product, in force at least the following minimum limits of insurance:**

Commercial General Liability Insurance coverage with minimum aggregate coverage of Two Million dollars (\$2,000,000.00) on **occurrence basis** (rather than a claims-made bases). Additional coverage required: **City of Boise listed as an Additional Insured.**

Personal & Ad Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products-Comp/Op Agg	\$1,000,000.00

Product Liability Insurance: Vendor will, during the performance of the contract coverage with minimum coverage:

Products/Completed Operations	\$1,000,000.00
Personal and Advertising injury	\$1,000,000.00

**Coverage will be written on either a Commercial or Comprehensive General Liability form.** The policy will be written on an occurrence form and will include Contractual Liability coverage. **The policy will include the City of Boise as an Additional Insured.**

**Proof of all insurance** shall be submitted to City of Boise, **Purchasing**, P.O. Box 500, Boise, ID. 83701 or emailed to [purchasing@cityofboise.org](mailto:purchasing@cityofboise.org).

10 Compensation: For performing the services specified in Section 1 (Scope of Service) herein, Owner agrees to reimburse Vendor according to the attached Bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

11 Method of Payment: Vendor will invoice the ( **Department Name**), directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty-five days after receipt.

12 Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed

communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**City of Boise**

**( Department Name)  
( Department Address)  
Boise, Idaho (Zip Code)**

**( Vendor's Name)  
( Vendor's Address)  
(City), (State) (Zip Code)**

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

13 Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

14 Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

15 Force Majeure: Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

16 Assignment: It is expressly agreed and understood by the parties hereto, that Vendor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.

17 Discrimination Prohibited: In performing the Services required herein, the Vendor, sub-recipient, or subVendor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or disability. It is the Vendor's responsibility to ensure that the sub-Vendor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Vendor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Vendor's responsibility to ensure that all sub-Vendors are in compliance with these requirements as well. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate.

18 Reports and Information: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data,

and information as the Owner may request pertaining to matters covered by this Agreement.

19 Audits and Inspections: At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Vendor's records with respect to all matters covered by this Agreement. Vendor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

20 Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Owner shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

21 Compliance with Laws: In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

22 Anti-Boycott: If this Agreement has a total potential value of \$100,000 or more and if VENDOR is a company with ten (10) or more employees, then pursuant to Idaho Code § 67-2346, VENDOR affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Idaho Code § 67-2346.

23 Changes: The Owner may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Vendor's compensation, which are mutually agreed upon by and between the Owner and Vendor, shall be incorporated in written amendments to this Agreement.

24 Termination for Cause: If, through any cause, Vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to Vendor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by Vendor under this Agreement shall, at the option of the Owner, become its property, and Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by Vendor, and the Owner may withhold any payments to Vendor for the purposes of set-off until such time as the exact amount of damages due the Owner from Vendor is determined. This provision shall survive the termination of this agreement and shall not relieve Vendor of its liability to the Owner for damages.

25 Termination for Convenience of Owner: The Owner may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Vendor. If the Agreement is terminated by the Owner as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Vendor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Vendor, Section 25 (Termination for Cause) hereof relative to termination shall apply.

26 Vendor to Pay or Secure Taxes: (Title 63-Revenue and Taxation-Chapter 15-Collection of Taxes from Public Works Vendors-63-1503. Vendor for Public Works to Pay or Secure Taxes — Agreement. Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:

The Vendor, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

- a) To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
- b) That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- c) That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Vendor is liable.

27 Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

28 Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

29 Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days' notice.

30 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the Owner of Boise.

31 Renewal: This Agreement shall not be valid for more than 1 (one) year from the date of approval by the City of Boise. This Agreement is renewable upon mutual agreement by both Parties. **Four (4) one-year renewals shall be allowed.**

32 Approval Required: This Agreement shall not become effective or binding until approved by the Owner.

33 Personally Identifiable Information: Vendor shall not collect or use Personally Identifiable Information (PII) for any purpose beyond that which is necessary to carry out its obligations under this Agreement. If Vendor believes the collection or use of PII is necessary, then Vendor shall notify Owner of the type of PII to be collected, the purpose of such collection, and of the processes and procedures Vendor will employ to safeguard the confidentiality of such information.

For any PII collected and maintained by Vendor in connection with this Agreement, Vendor shall comply with all applicable privacy laws and:

- 1 Not provide or permit disclosure of PII to any third party except as may be required by court order or other legal requirement;
- 2 Restrict internal access to PII to those members of Vendor's staff that have an actual need to access such information in order to perform Vendor's obligations under this Agreement;
- 3 Maintain physical and technical security in accordance with commercially reasonable standards to protect PII unauthorized access, use, modification, disclosure, or other misuse;
- 4 Adopt, maintain, and properly administer PII policies, regulations and procedures that will facilitate compliance with the requirements of this Section. Further, such policies, regulations and procedures must include requirements that (a) staff who will have access to PII must, prior to provision of access, be subject to reference or background checks, be provided training about PII requirements, and review and acknowledge PII policies, regulations and procedures; and (b) upon separation of staff members from employment, their passwords will be promptly terminated and their facility keys and identification cards will be promptly collected or otherwise rendered useless; and
- 5 Destroy or render inaccessible all PII collected or maintained in connection with this Agreement within ninety (90) days of the expiration or early termination of this Agreement.

PII is any representation of information in any format that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. PII is also any information permitting the physical or online contacting of a specific individual. PII includes a person's first name or first initial and last name in combination with one or more of the following data elements that relate to the person when either the name or the data elements are not encrypted: (1) social security number; (2) driver's license number or government issued identification card number; or (3) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to a person's financial account. Personally Identifiable Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records or widely distributed media.

If Vendor's systems are breached and the confidentiality of PII is compromised then, upon becoming aware of the breach, Vendor must immediately act to prevent further unauthorized access and, as soon as practicable, notify Owner of the breach. In

addition, Vendor shall conduct in good faith a reasonable and prompt investigation into the scope of the breach and the likelihood of misuse of PII. Vendor must provide notification of the breach to affected individuals as required by law and/or as requested by Owner.

In the event Vendor utilizes a subVendor to aid in the performance of Vendor's obligations under this Agreement and the subVendor may have access to PII as a result, Vendor shall require that the subVendor agree to be bound by the requirements in this Section prior to use. In addition, Vendor acknowledges and agrees to be responsible for ensuring that the subVendor complies with the requirements of this Section and for any compliance failure of subVendor that may occur.

This Section shall survive expiration or early termination of this Agreement. Failure to comply with any obligation or requirement of this Section shall constitute a material breach of the Agreement.

**END OF AGREEMENT**



**IN WITNESS WHEREOF**, the Owner and the Vendor have executed this Agreement as of the date first above written.

( Vendor's Name)                      vendor email  
( Vendor's Address)  
(City), (State) (Zip Code)

\_\_\_\_\_  
Signature                                      Date

\_\_\_\_\_  
Print Name

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
: ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_

Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(SEAL)

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Department Date

\_\_\_\_\_  
Purchasing Agent Date

\_\_\_\_\_  
Legal Department Date

**NTE CONTRACT AMOUNT:  
\$( Dollar Amount)**

**CITY OF BOISE  
APPROVED BY:**

\_\_\_\_\_  
Mayor Date

ATTEST:

\_\_\_\_\_  
City Clerk Date