



600 North Road | Naples, FL 34104-3464 | P 239.436.1000 | F 239.436.1005

DATE: April 26th, 2024
TO: Prospective Bidders
FROM: Mark M. Grazewski
Chief Financial Officer
SUBJECT: **BID NO. 2024-03 "Large Treatment Drone"**

The Collier Mosquito Control District Board of Commissioners (CMCD) desires to receive Sealed Bids from qualified firms for a Large Treatment Drone. **The Bid responses shall be limited to the Legal Notice and the Specifications section of the Bid package.**

Refer to the Legal Notice contained in the enclosed Bid package for the time and due date for Bid submission.

If you have any immediate questions regarding technical specifications or procedural matters, please contact Atom Rosales at (239) 436-1000 or by e-mail at: arosales@cmcd.org

We look forward to your participation in this Bid process.

cc: CMCD Board of Commissioners
File Copy

Immokalee Substation | Hangar | P 239.436.1008 | F 239.436.1007
2050 Commerce Avenue, Unit #7 | Immokalee, FL 34142 | 239.867.3200

Board of Commissioners John F. Johnson, Chair | K. Edward Brandt, Vice-Chair/Secretary
Sandra Lee Buxton, Treasurer | Bruce J. Buchanan | D. Russell Burland
Executive Director Patrick P. Linn, MS, MSHAPI

INVITATION TO BID

Notice is hereby given that the Board of Commissioners for the Collier Mosquito Control District (CMCD), at CMCD Headquarters, 600 North Road, Naples, Collier County, Florida, 34104-3464, will receive SEALED BIDS to deliver the following equipment, which is described in further detail in the Specifications section of the bid packet:

LARGE TREATMENT DRONE

Bids will be accepted until 4:00 p.m. on Wednesday May 22nd, 2024 and will be opened publicly at CMCD Headquarters at 8:30 a.m. on Thursday May 23rd, 2024. You may also attend this meeting virtually by dialing 209-844-4600, Pin: 350-587-34#. The award of Bid will be subsequently made by the CMCD Board of Commissioners at its public meeting on Tuesday May 28th, 2024. You may also attend this meeting virtually by dialing 209-844-4600, Pin: 350-587-34#. All Bidders are welcome to be present in person, or virtually, for the opening of the bids.

Prior to submitting a proposal, BID DOCUMENTS must be obtained by calling (239) 436-1000 or by download from the District website: www.cmcd.org.

The Board reserves the right to reject any or all proposals and to waive any and all formalities.

By order of the Board of Commissioners, Collier Mosquito Control District, Naples, Florida.

John Johnson, Chair

INSTRUCTIONS TO BIDDERS

BID SUBMISSION: The original copy of the Bid must be submitted in a sealed envelope with the Bid Number, Title, and Due Date clearly stated on the envelope.

The Bid must be forwarded to the Collier Mosquito Control District, Attn: Mark M. Grazewski, 600 North Road, Naples, Florida 34104-3464, up to **4:00 p.m. on Wednesday May 22nd, 2024.**

Bids received after the published deadline shall not be accepted and will be returned unopened. However, the CMCD Board of Commissioners shall reserve the right to accept Bids received after the posted deadline under the following conditions:

- a) The tardy submission of the Bid appears inadvertent and;
- b) The acceptance of said Bid does not afford any competing firm an unfair advantage in the selection process.

EXCEPTIONS TO INSTRUCTIONS OR CONDITIONS: Bidders taking exception to any part or section of these instructions or conditions shall indicate such exceptions on their Bid. If no exceptions are indicated, it shall be interpreted as the Bidder's intent to fully comply with the specifications as written. Exceptions taken by Bidders may result in exclusion of the Bid for consideration, depending on the extent of the exception(s).

PRINCIPALS/COLLUSION: By submission of this Bid, the undersigned, as Bidder, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the insecticides to be supplied; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

BID WITHDRAWAL: No Bid can be withdrawn after it has been submitted and received by CMCD unless the Bidder makes his request in writing to the CMCD **prior** to the time set for the opening of Bids, or unless the CMCD fails to accept it within sixty (60) days after the date fixed for opening.

BIDDER'S CERTIFICATION: Submission of a signed Bid is Bidder's certification that the Bidder will accept any awards made to him as a result of said submission of the terms contained therein. All Bids shall be firm and valid for fifteen (15) days after the Bid opening date.

TAXES: CMCD is exempt from Federal Excise and State of Florida Sales Tax. CMCD's Tax Exemption Certificate Number is 85-8012646311C-9.

OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The CMCD encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer. It is also understood and agreed that each local entity will establish its own contract, be invoiced and make its own payments to the successful bidder in accordance with the terms of the contract established between the local governmental entity and the successful bidder. It is also hereby mutually understood and agreed that CMCD is not a legally bound party to any contractual agreement made between the successful bidder and any local entity other than CMCD.

Additionally, bidders must be aware that, as a tax-supported government agency, CMCD is eligible to purchase items under State of Florida Competitive Bidding Contracts or from any other government agency utilizing competitive bidding and may exercise this option if it is in the best interest of CMCD. If a similar product becomes available at a price less than the awarded bid price by at least five percent (5%), CMCD reserves the right to purchase that product in lieu of the bid material.

RELATION OF CMCD: It is the intent of the parties hereto that the successful Bidder shall be legally considered as an independent contractor, and that neither he nor his employees shall, under any circumstances, be considered servants

or agents of the CMCD, and that the CMCD shall be at no time legally responsible for any negligence on the part of said successful Bidder, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

EXPENSES INCURRED IN PREPARING BID: The CMCD accepts no responsibility for any expenses incurred in the Bid preparation or presentation; such expenses are to be borne exclusively by the Bidder.

LOBBYING: All firms are hereby placed on **NOTICE** that the CMCD Board of Commissioners does not wish to be lobbied, either individually or collectively, in reference to this Bid. Firms and their agents are not to contact members of the CMCD Board of Commissioners for such purposes as meetings of introduction, luncheons, dinners, etc.

During the process, **from Bid closing to final Board approval**, no firm or their agent shall contact any other employee of CMCD in reference to this Bid, with the exception of the Executive Director, Deputy Executive Director, Chief Financial Officer, or his or her designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this Bid to the firm.

BID FORM: Each Bidder must sign and submit the Bid forms included in this Invitation to Bid along with a copy of the product label.

SINGLE BID: Only **one** Bid from a legal entity as primary will be considered. A legal entity who submits a Bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a subfirm to any other firm submitting under the same Bid. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a subfirm to any other firm or firms submitting under the same Bid. If it is found that a Bidder is in violation of this section, all Bids in which such a Bidder is listed will be rejected.

SIGNATURE OF BIDDER: The Bidder must sign the Bid in the spaces provided for signatures. If the Bidder is an individual, the words "Sole Owner" shall appear after his signature. If the Bidder is a partnership, the word "Partner" shall appear after the signature of one of the partners. If the Bidder is a corporation, the signature required is the Officer(s) or Individual(s) duly authorized by its by-laws or the Board of Directors to bind the corporation with the official corporate seal affixed hereto.

REJECTION OR ACCEPTANCE OF BIDS: The CMCD Board of Commissioners reserves the right to waive any irregularities in any Bid, to reject any or all Bids, to re-solicit for Bids, if desired, and upon recommendation and justification by CMCD to accept the Bid which in the judgment of the CMCD is deemed the most advantageous for the public and the CMCD.

Any Bid which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be subject to rejection. In the event of default of the successful Bidder, the CMCD reserves the right to accept the Bid of any other Bidder or to re-advertise using the same or revised documentation, at its sole discretion.

PROTEST PROCEDURES: Any actual or prospective respondent to this Invitation to Bid, who is aggrieved with respect to the above, shall file a written protest with the CMCD prior to the due date for acceptance of Bids. All such protests must be filed with the CMCD no later than 5:00 p.m. Eastern Standard Time on the advertised acceptance date for Bid submission.

Sealed Bids will be opened publicly at **8:30 a.m. on Thursday May 23rd, 2024**, and the award of Bid will be subsequently made by the CMCD Board of Commissioners at its public meeting on **Tuesday May 28th, 2024**. All Bidders are welcome to attend these public meetings, as detailed in the Invitation to Bid. Any actual or prospective respondent who desires to formally protest the recommended Bid award must file a notice of intent to protest with the CMCD within two (2) calendar days (excluding weekends and CMCD holidays) of the date that the award(s) is/are made by the CMCD Board of Commissioners. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest.

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity.

KEY PERSONNEL: The personnel named in the Bid shall remain responsible throughout the Bid award period. No diversion or replacement may be made without submission of a resumé of the proposed replacement with final approval being granted by CMCD.

PROHIBITION OF GIFTS TO CMCD EMPLOYEES: No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CMCD employee or commissioner, as set forth in Chapter 112.3148, Florida Statutes.

TERMS OF AWARD: The pricing submitted by the successful Bidder(s) shall be effective for 45 days from the awarding of the bid. Any terms differing from the previous statement should be specified explicitly in the bid submittal.

DELIVERY: The Bidder shall state in the bid the delivery terms including price and maximum delivery time.

ADDITIONAL INFORMATION: Questions related to this Bid packet should be directed to:

Atom Rosales, Director of Technical Development
Collier Mosquito Control District
600 North Road
Naples, Florida 34104-3464
(239) 436-1000
arosales@cmcd.org

All questions must be in writing and be received no later than three (3) business days prior to **4:00 p.m. on Wednesday May 22nd, 2024** bid acceptance date. Should any questions or responses require revisions to the Invitation to Bid as originally published, such revisions will be by formal amendment only.

FLORIDA PUBLIC RECORDS LAW REQUIRED PROVISIONS:

- (a) IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE SERVICE AGREEMENT OR THIS INVITATION FOR BID, CONTACT THE DIRECTOR OF TECHNICAL DEVELOPMENT, ATOM ROSALES AT (239) 436-1000, arosales@cmcd.org and/or 600 North Road, Naples, Florida 34104.**
- (b) The Successful Bidder acknowledges and agrees that the Successful Bidder shall be required to comply with Florida's Public Records Laws, Chapter 119, Florida Statutes. Specifically, the Successful Bidder hereby covenants and agrees that it shall:**
- (i) keep and maintain public records required by the District to perform the services under the Service Agreement;**
 - (ii) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;**
 - (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Service Agreement and following completion of the Service Agreement if the Successful Bidder does not transfer the records to the District; and**
 - (iv) upon completion of the Service Agreement, transfer, at no cost, to the District all public records in possession of the Successful Bidder or keep and maintain public records required by the District to perform the services under the Service Agreement. If the Successful Bidder transfers all public records to the District upon completion of the Service Agreement, The Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the Service Agreement, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.**

**BID SPECIFICATIONS FOR
LARGE TREATMENT DRONE**

Index to LARGE TREATMENT DRONE

Section #	Description
1	General Description
2	Specification Descriptions

1. General Description

The Collier Mosquito Control District has a need to purchase a large treatment drone with a minimum capacity of 40 lbs of low density corn cob granules and a confirmed 20-90 ft swath width based on user selectable materials and documented using industry standard swath characterization methods published by American Society for Testing and Materials (ASTM). The bid is to include:

- Large treatment drone
- Granular payload system
- 1 pair of batteries
- Battery charger
- Ground control station
- Software license (if applicable)

The large treatment drone and ground control station will meet all security standards defined by the State of Florida per Ch 934.50 FS and 60GG-2.0075 FAC, and abide by Federal Aviation Administration Regulations.

System must be shipped in a protective wood crate (or better) that contains every component the bid.

2. Specification Descriptions

Specification Descriptions	Indicate Whether Item Meets Specifications		Deviation
	YES	NO	
Payload tank must be capable of a volume capacity to load 40 lb. bag of low density material such as corn cob granules <i>without 3rd party modifications</i> (i.e. both 40lbs. by weight AND the volume capacity to hold low bulk density materials)			
UAS must abide by all security standards defined in 60GG-2.007, and critical components must not be manufactured in a “forgein country of concern”.			
Capable of three payload system types to include: liquid, granular, and ULV aduaticide.			

Specification Descriptions	Indicate Whether Item Meets Specifications YES NO		Deviation
The ground control station must provide the user the ability to configure and store material specifications, including the name of the material, application rate, desired swath width, flight speed, altitude, rotating casting speed and flow rate.			
Swath width for granular materials must be capable of 20-90 ft based on user selectable materials and documented using industry standard swath characterization methods published by ASTM.			
UAS must have terrain-following and obstacle-avoidance capabilities.			
Emergency return to home or mission abort must shut down spray system prior to executing a RTL as required by the Federal Aviation Administration.			
GCS (Ground Control Station) Software must be/have:			
Create polygons, lines, paths or points; save, recall, delete each flight plan			
Altitude settings must include a takeoff height for transitioning over or under obstructions and a spray altitude			
Autogenerate spray flight lines and display all waypoints and flight lines in GCS			
GCS must be able to be cache satellite imagery in case the operation is without internet access			
Import shapefiles files to create treatment polygon			
Ground Control Station and Sunlight readable display must be an all-in-one unit. No external laptop can be used			
Flight recordings; System must:			
Create a shapefile that displays the area that was sprayed that includes the swath width applied			
Create a shapefile that contains recorded point features with date, time, ground speed, heading, altitude and spray switch status on/off			
Built in Emergency Procedures; System must:			
Execute an autonomous RTL (Return-To-Land) in the event there is lost communication between the Ground Control Station and the aircraft			

Specification Descriptions	Indicate Whether Item Meets Specifications YES NO		Deviation
Execute an autonomous RTL (Return-To-Land) when the aircraft battery reaches a low battery state			
Provide the user the ability to execute a pilot induced RTL			

DECLARATION STATEMENT

FROM: _____

DATE DUE: May 22nd, 2024 @ 4 p.m.

Collier Mosquito Control District
Board of Commissioners
600 North Road
Naples, Florida 34104-3464

RE: **BID NO. 2024-03 - "Large Treatment Drone"**

Dear Commissioners:

The undersigned, as Bidder, hereby declares that he has examined the Specifications and informed himself fully in regard to all conditions pertaining to the insecticides to be supplied. The Bidder further declares that only the persons, company or parties interested in this Bid or the contract to be entered into as principals are named herein; that the Bid is made without connection with any other person, company or companies making a Bid; and it is in all respects fair and in good faith, without collusion or fraud.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this _____ day of _____, 2024 in the County of _____, in the State of _____.

Firm's **Complete Legal Name**

(Address)

(City, State, Zip)

Phone _____ Fax _____

By: _____
Signature

By: _____
Typed Name

Check one of the following:

- Sole Proprietorship
- Corporation or P.A., State of _____
- Limited Partnership
- General Partnership

E-mail _____

Web-Site _____

Title