

INVITATION TO BIDDERS

FOR

QUALIFIED SELECT BIDDERS LIST

**AERIAL APPLICATION OF HERBICIDE BY DRONE
IN THE LOWER PLATTE AND ELKHORN RIVER AND TRIBUTARIES**

The Board of Directors of the Papio-Missouri River Natural Resources District is requesting sealed bids from qualified parties for the aerial application of herbicide by Unmanned Aircraft Systems (UAS)/Drone as part of the Lower Platte River Vegetation Management Program.

The bid documents are enclosed with this invitation or are on file at the Papio-Missouri River Natural Resources District office located at 8901 S. 154th Street, Omaha, NE. Any additional copies of these bid documents may be obtained at the same address, by mail, or electronically upon request. Bid documents include invitation, bid form, specifications and map. Questions may be directed to Amanda Grint, at 402.315.1722 or agrint@papiornrd.org.

A qualified select bidders list will be created from the top eligible bids received. The bidders list will be utilized by the Lower Platte South Natural Resources District, Lower Platte North Natural Resources District and the Papio Missouri River Natural Resources District as well as the Lower Platte Weed Management Area for drone spraying in the 2024 calendar year.

To be considered for the qualified select bidders list, sealed bids addressed to General Manager, Papio-Missouri River Natural Resources District, 8901 S. 154th Street, Omaha, NE 68138-3621, and marked “Bid Enclosed – Drone Application of Herbicide”, must be received and on file in such office on or before 11:00 AM on Friday, April 12, 2024.

Bidders are requested to submit a Bid Form which is directly responsive to the items, conditions, and specifications included. Bidders are to respond to all requests for information and questions as listed in the bid documents. Bidders failing to provide the required information will be deemed non-responsive and their proposals will not be considered for the select bidders list.

BID FORM

PROJECT IDENTIFICATION: Aerial Application of Herbicide by Unmanned Aerial Systems (UAS)

THIS BID IS SUBMITTED TO:

Papio-Missouri River Natural Resources District, Nebraska (Papio NRD) hereinafter referred to as OWNER.

1. Enter Into Agreement.

The undersigned BIDDER proposes and agrees, if this Bid is accepted to be party to the qualified select bidders list, and to enter into an Agreement with OWNER to perform and furnish all Work as specified or indicated in the Specifications for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

2. BIDDER Accepts.

BIDDER accepts all the terms and conditions of the Invitation to Bid, Bid Form, Specifications and Location Map. This bid provided will remain throughout the 2024 calendar year and will be contracted as needed for each situation within the Lower Platte Weed Management Area.

3. BIDDER's Representations.

In submitting this Bid, BIDDER represents that:

a. BIDDER has examined and carefully studied the Invitation, Bid Form, Specifications, and Location Map.

b. BIDDER has reviewed the Lower Platte Weed Management Area and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

c. BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations and Owner policies and procedures (available on Owner's website, <http://www.papionrd.org/about-nrd/policies-and-manuals/>) that may affect costs, progress, performance and furnishing of the Work.

d. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relate to Work for which this Bid is submitted as indicated in the Bid Documents.

g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies in the Bid Documents and the written resolution thereof by OWNER, if any, is acceptable to BIDDER, and the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted. Where BIDDER believes it has discovered conflicts, errors, ambiguities or discrepancies in or between Bid Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by OWNER as described in the Instructions to Bidders, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

h. This Bid is genuine and BIDDER has arrived at this Bid independently, and has submitted it without collusion or any direct or indirect agreement with, or in the interest of or on behalf of any other person, firm or corporation or other entity and is not submitted in conformity with any agreement or rules of any group, association, organization, corporation or other entity; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, corporation or other entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER. BIDDER has not colluded and will not collude

with any government official employee, agent or evaluator involved with this Bid. Bidder has not taken and will not take any action in the restraint of free competition or designed to limit independent bidding to create an unfair advantage. BIDDER has not paid and will not pay or offer to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or anything of value to any government official, employee, agent or evaluator based on the understanding that the receiving persons' vote, actions and/or judgments will be influenced thereby. BIDDER has not given and will not give any item of value to any director, employee, evaluator and/or other agent of OWNER.

i. BIDDER maintains a drug free workplace environment to ensure worker safety and workplace integrity and has provided or will provide a copy of its drug free workplace policy to OWNER upon request.

4. Bid Prices. BIDDER must bid all items and will complete the Work in accordance with the Contract Documents for the following price(s):

A. Aerial Application of Herbicide by UAS/Drone along the "Contract Reaches" shown in Attachment #2

Item	Description	Unit	Unit Price
1A	AERIAL APPLICATION (if more than one please list, include staff and equipment costs)		
	UAS Manufacturer and Model	HR	\$ _____
	UAS Manufacturer and Model	HR	\$ _____
	UAS Manufacturer and Model	HR	\$ _____
2A	LIST OF HERBICIDES AND SURFACTANTS USED		_____ _____ _____
7A	MOBILIZATION/TRAVEL COSTS	MILEAGE	\$ _____
8A	ADDITIONAL COSTS/FEES (include description if any)	LUMP SUM	\$ _____
9A	ATTACH PILOT AND LICENSE REQUIREMENTS TO BID FORM (NDA and FAA license and certificates)		_____

BIDDER acknowledges that quantities are not guaranteed, and final payments will be based on actual quantities determined as provided in the Contract Documents. **No bid price shall include Nebraska State Sales Tax, as the OWNER is Sales Tax Exempt.**

The OWNER reserves the right to evaluate bids in detail, as provided in this Bid Form, and to establish a qualified select bidders list and to execute contracts for purchase which the OWNER determines, in its sole discretion, to one or more of the qualified select bidders. The OWNER reserves the right to reject any or all proposals, wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal which does not materially affect the integrity or effectiveness of the competitive bid process; and unless otherwise specified by the BIDDER on their proposal, to accept any item or group of items in the proposal. The OWNER reserves the right to conduct discussions with any or all respondents to this request for the purpose of clarification and modification. Discussion and negotiations may include, but are not limited to scope of work, schedule, and price.

5. Completion

BIDDER accepts the provisions of the Contract Documents.

6. Address for Communications.

Communications concerning this Bid shall be addressed to (provide name, address and telephone number for communications concerning this bid):

Phone No.: (_____) _____ - _____

8. Defined Terms.

Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on _____, 20__.

If BIDDER is:

An Individual

(Individual's name)

doing business as: _____

Business address: _____

Phone No.: (_____) _____ - _____

A Partnership

(Firm name)

(General Partner)

Business address: _____

Phone No.: (____) _____ - _____

A Corporation

(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

Attest _____
(Secretary)

Business Address: _____

Phone No.: (____) _____ - _____

A Joint Venture

(Name)

(Address)

By _____
(Name)

(Address)

Phone No.: (____) _____ - _____

**SPECIFICATIONS
UNMANNED AERIAL SYSTEMS (UAS) SPRAYING
OF
INVASIVE WEEDS FOR
LOWER PLATTE WEED MANAGEMENT AREA**

1. GENERAL NOTICE

- 1.1 The Papio Missouri River NRD (Papio NRD) in conjunction with the Lower Platte South NRD, Lower Platte North NRD and the Lower Platte Weed Management Area (LPWMA), hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Contractor(s) for furnishing equipment, all material and labor/operators associated with the Unmanned Aerial Systems (UAS) spraying of invasive noxious weeds for the LPWMA.
- 1.2 A Nebraska Department of Agriculture Pesticide license is a requirement and shall be attached to the Contractor's Bid Form. All Federal Aviation Administration certificates must be included with the Bid Form. A current list of active UAS spray pilots for each Contractor must also be attached to the Bid Form. Additional personnel may be added after bidders list is selected however, names and application license and categories of the individual must be provided prior to any work taking place.
- 1.3 Bidder shall submit bid documents and supporting material to Papio NRD.
 - 1.3.1 Contractors shall include all costs associated with the labor, supervision, materials, supplies, equipment, permits, and licenses required to perform the services requested in these Specifications and other bid documents. A bid form is provided and must be completed in full.
- 1.4 All general inquiries regarding these specifications or other bid documents shall be directed via e-mail request to Amanda Grint (agrint@papionrd.org).
 - 1.4.1 Failure to follow this requirement may result in immediate disqualification of your bid.

2. SCOPE OF WORK

- 2.1 All weed control services shall be provided to the satisfaction of the Weed Control Authority in which the application(s) are made, or an Owners authorized representative thereof.
- 2.2 Services include invasive weed spraying.
- 2.3 Contractors shall complete work within the following time parameters:
 - 2.3.1 Five (5) business days of authorization to proceed issued by the Authority for invasive and noxious weed control.
- 2.4 The Contractors shall have the capability to accept GIS parcel data from the Owner to utilize for spraying and to provide GIS parcel data of the sprayed areas within 30 days of spraying completion and prior to payment of invoice. Flight path maps preferred.
 - 2.4.1 Digital maps shall be submitted with invoice.
- 2.5 All invoices shall be received at the Papio NRD unless otherwise specified by Owner:
Papio-Missouri River NRD
8901 S 154th Street
Omaha, NE 68138

OR

Email: accounting@papionrd.org and agrint@papionrd.org

3. ENVIRONMENTAL AND HAZARDOUS WASTE SAFETY

- 3.1 Contractors understand the currently known hazards and suspected hazards which are presented to persons, property and the environment by the transportation, treatment and disposal of chemicals and hazardous wastes.
- 3.2 Contractors warrant that they will perform all services under this contract in a safe, efficient, and lawful manner using industry accepted practices, and in full compliance with all applicable local, state, and federal laws and regulations.
- 3.3 Contractors shall always comply with the local, state, and federal environmental laws and regulations.
- 3.4 Contractors shall be solely responsible for any occurrence involving a chemical spill or other action that causes an adverse environmental impact.
- 3.5 Contractors shall immediately notify the Owners and all other proper authorities and promptly take all necessary actions to contain and cleanup any and all spills or other occurrences.

4. INSURANCE

- 4.1 Contractors warrant that they are fully insured. A certificate of insurance showing a minimum general liability limit of \$1,000,000, shall be furnished naming the Papio NRD as additional insured prior to work.

5. COMPENSATION

- 5.1 The price submitted by the Bidder for Equipment, Work, MUST be bid per hour which shall include the cost of labor and equipment to complete the job as requested.
- 5.2 Compensation will be based on contracted rates for actual time on the job site. If mobilization or mileage is requested it must be listed on the bid form.
 - 5.2.1 Price submitted shall include labor and equipment to complete the job as requested.
- 5.3 The price submitted by the bidder for spraying shall include the cost for labor and equipment but not chemicals.
 - 5.3.1 Compensation for chemicals will be equal to the contractor's cost of chemicals.
 - 5.3.2 Contractors agree to submit an invoice from the distributor for the chemicals used in the treatment at time invoice is submitted for payment.
 - 5.3.3 Contractors may use chemicals provided by Owner/Weed Authority when provided and no charge for chemicals will be invoiced.
- 5.4 When satisfied that the services on the aforementioned job site have been properly performed in a timely manner, the Papio NRD or LPWMA shall pay the Contractor upon completion of the job and after receipt of Contractors invoice no later than 45 days from receipt of invoice.
 - 5.4.1 Contractor's invoice shall contain:
 - Name of County where work performed.
 - Name of pilot.
 - Date and time of day of control.
 - Map(s) of Job site location. Flight path preferred.
 - Manner of control utilized.
 - Man-hours of labor.
 - Hours of equipment usage
 - Chemical costs and invoice from distributor
 - Total of invoice
 - Comments related to the performance of services and the completion of the job.
 - 5.4.2 Work performed in each NRD and/or County shall be invoiced separately.

ATTACHMENT#1

