MINNESOTA STATE COLLEGES AND UNIVERSITIES

The Agriculture Instructional Program of
RIDGEWATER COLLEGE

Request For Bid (RFB)
for a
SPRAYING DRONE

Background

Minnesota State Colleges and Universities is the third-largest system of higher education in the United States. It is comprised of 37 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at https://www.minnstate.edu/.

Ridgewater College is a community and technical college with campuses located in Hutchinson and Willmar, Minnesota. Ridgewater College offers over 100 areas of study in technical education, liberal arts transfer programs, customized training and continuing education.

Ridgewater College offers a variety of degrees and certificates for a career in Agriculture at our Willmar MN campus. For decades Ridgewater College has been educating our area farmers. Graduates see the benefit of their education and often continue to be connected with Ridgewater College as Farm Business Management students. Employers see the value of a Ridgewater education by employing our agricultural students during internships and hiring them when they graduate.

Nature of RFB

Ridgewater College is requesting bids for the purchase of a large capacity spraying drone for our Agriculture Program.

Specifications

The unit(s) bid shall be equal to or greater than the following:

- Hand held GPS tracker unit
- Toll kit
- Radio ground control modem
- Battery: 4 pair of 30,000 mAh 22.2v LiPo (eight total)
- LiPo battery charger to charge two pair of batteries simultaneously
- Access to a mission control platform
- Intelligent flight pathing and spray optimization algorithms
- Up to 25 acres/hour spray efficiency
• Up to 20 foot effective spray width
• 4.5 gallon capacity tank
• Customizable nozzle configuration
• Compatible with any standard TeeJet nozzle tips
• RTK GPS integration supported
• Centimeter-accurate altimetry radar
• Two centimeter accurate radars for obstacle detection and avoidance; one front facing and one backwards facing
• Redundant GPS, power and altimetry systems
• 3rd party data integrations supported (NDVI, infrared, multi-spectral, etc.)
• Delivery
• On-site training
• Customer service and tech support via phone and email

Authorized Signature

The proposal must be completed and signed in the firm's name or corporate name of the vendor, and must be fully and properly executed and signed in blue or black ink, or by electronic signature, by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Parties to the Transaction

Parties to this contract shall be the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Ridgewater College and the successful vendor(s).

Due Date/Time

Tuesday, March 10, 2020 at 2:00 PM CT

Submit your bid via mail, email or fax to:
Ridgewater College, Purchasing Office, 2101 15th Ave NW, Box 1097, Willmar MN 56201
purchasing@ridgewater.edu
Fax: 320-222-5642

Contact

Submit any questions or comments by email to:

Teren Novotny, Purchasing
purchasing@ridgewater.edu
320-222-5639
GENERAL PROPOSAL/BID CONDITIONS

THIS IS A REQUEST FOR PROPOSAL/BID NOT A PURCHASE ORDER.

AFFIRMATIVE ACTION COMPLIANCE: Responder/bidder agrees that if awarded the contract, responder/bidder will not engage in any discriminatory employment practices. Vendor must certify that it either (1) has a Human Rights Certificate issued by the Commissioner of Human Rights, or (2) has applied for a certificate from the Commissioner of Human Rights or (3) is exempt from the requirements of M.S. 363.073.

Effective July 1, 2003 - The Minnesota Department of Human Rights is authorized to charge a $75.00 fee for each Certificate of Compliance issued. You may submit your affirmative action plan along with a cashier's check or money order in the amount of $75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at: Contract Compliance Unit, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 East 5th Street, suite 700, St. Paul, MN  55101, Phone 651-296-5663, TTY 651-296-1283, Toll Free 800-657-3704

ANTITRUST: By signing this proposal/bid, the responder/bidder affirms, under penalty of perjury, that the pricing contained herein has been arrived at by the responder/bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal/bid, designed to limit independent bidding or competition. In addition, the responder/bidder hereby assigns to procurer any and all claims for overcharges as to goods and materials purchased in connection with this project resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first-tier suppliers under the contract.

BID AWARD: Procurer can be called at 320-222-5639 (Teren Novotny) to find out if a bid has been awarded. Bid tabulations will not be given over the telephone. Vendors should allow approximately (2) two weeks after bids are scheduled to be opened before calling on an award.

BID RESULTS: BID RESULTS: Vendors may email purchasing@ridgewater.edu to request bid results. The bid tabulations will be sent to vendors within (2) two weeks after bids are awarded.

DATA PRIVACY-GOVERNMENT DATA PRACTICES ACT: To the extent that the vendor takes possession of, has access to the private, nonpublic protected nonpublic, or confidential data of procurer or the State, the vendor will agree to comply with the requirements of the Minnesota Government Data Practices Act (M.S. Chapter 13) in providing services under this agreement. The vendor agrees to indemnify, save, and hold the State of Minnesota harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provisions of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of this agreement. In the event that the vendor subcontracts any or all of the work to be performed under this agreement, the vendor shall retain responsibility under the terms of this paragraph for such work.
DATES: Dates are listed in the sequence of month/date/year.

DEFAULT: A Minnesota State Colleges and Universities purchase order constitutes a binding contract. Failure to comply with the requirements of that purchase order and its bid will constitute default, and the vendor will be held responsible for all costs required to correct the default. Repeated defaults or failures to pay all costs may cause suspension for all bidder lists.

DEVATIONS: Any deviation from specifications must be clearly indicated by responder/bidder, otherwise it will be considered that the proposal/bid is in strict compliance, and the responder/bidder will be held responsible therefore. When brand name or manufacturers’ numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the proposal/bid states: “No substitute.” Proposals/bids will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals/bids offering lower quality will not be considered.

DISCOUNT: Discount offered for less than 30 days will not be considered in making an award.

FALSE STATEMENTS: Proposals/bids which contain conflicting, false, or misleading statements or which provide references which contradict or do not support an attribute or condition stated by the vendor shall be rejected.

HAZARDOUS SUBSTANCES: To the extent that the products to be supplied to procurer by the successful responder/bidder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in Minnesota Rules, the successful responder/bidder shall provide procurer with sufficient material safety data sheets regarding those substances. A copy shall be included with each delivery made during the term of the contract.

INQUIRIES: Telephone inquiries or unsolicited visitation by vendors or their representatives are not allowed. Questions from prospective vendors regarding the RFB/bid shall be submitted in writing. Questions may be submitted by email: purchasing@ridgewater.edu.

INTELLECTUAL PROPERTY INDEMNIFICATION: The vendor warrants that any materials or projects provided or produced or utilized in the performance of this order will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the vendor and, the vendor at the vendor’s expense, shall indemnify and defend the State against any losses, cost, expense or liability (including attorney’s fees) arising out of such a claim, whether or not such claim is successful against the State.

LAW AND REGULATIONS: Any and all services, articles or equipment furnished shall comply fully with all State and Federal laws and regulations.

LEGAL AUTHORITY: This contract is to be awarded subject to Minnesota Statutes 136F.581 and 471.345.

LIABILITY: It shall become a part of the order that the vendor shall hold the State of Minnesota, its agents and employees, harmless from any and all claims or causes of action of any kind or
nature, including but not limited to the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this order by the vendor or vendor’s agents or employees. This clause shall not be construed to bar any legal remedies the vendor may have for the State’s failure to fulfill its obligations pursuant to this RFB.

NATION OF ORIGIN: The responder/bidder must state the nation of origin of all items proposed/bid, if such nation is not the United States.

NON-APPROPRIATION: Continuation of any agreement beyond June 30 of any year is contingent upon continued legislative appropriation of funds for the purpose of this agreement. If these funds are not appropriated, procurer shall notify vendor in writing and any agreement will terminate on June 30 of that year. Procurer shall not be assessed any penalty if the agreement is terminated because of the decision of the legislature not to appropriate funds.

NON-COLLUSION: An Affidavit of Non-collusion must be completed and returned with the proposal/bid.

NOTICE TO CONTRACTOR: Minnesota contractors are required to provide their Minnesota Tax Identification Number (or Social Security Number) and/or Federal Employer I.D. Number. Non-Minnesota contractors are required to provide their Federal Employer I.D. Number (or Social Security Number) only. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This proposal/bid will not be approved unless these numbers are provided:

Social Security or Minnesota Tax I.D. No. _______________________________
Federal Employer I.D. No. (If applicable) _______________________________

NOTICE TO VENDORS AND CONTRACTORS: As a condition of this contract, contractor is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require contractor to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. If you are an independent contractor, Minn. Stat. §256.998 requires the state to report your name, address and social security number to the New Hire Reporting Center of the Minnesota Department of Human Services unless your contract is for less than two months in duration with gross earnings of less than $250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

OWNERSHIP OF COPYRIGHT: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials.
Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered “works for hire” as defined in the U.S. Copyright Act.

OWNERSHIP OF DOCUMENTS: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.

PRICES: Prices shall be submitted in United States currency. Prices shall be maximum and delivery F.O.B. destination, freight collect, unless otherwise specified.

PROCURER RIGHTS: Notwithstanding anything to the contrary, procurer reserves the right to:

a) Reject any and all proposals received in response to this RFB;
b) Select, for order or for negotiation, a proposal other than the one with the lowest cost;
c) Waiver or modify any informalities, irregularities, or inconsistencies in proposal received;
d) Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at a time;
e) Terminate negotiations and select the next most responsive vendor, prepare and release a new RFB, or take such other action as the proposer deems appropriate if negotiations fail to result in an agreement.

PROPERTY OWNERSHIP: Material submitted in response to this RFB/bid shall become the property of the State of Minnesota and will become public record, consistent with the Minnesota Government Data Practices Act.

PROPOSALS MADE IN PENCIL SHALL BE REJECTED: Alterations in cost figures used to determine the lowest priced proposal/bid shall be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to the price quoted. Proof of authorization shall be provided upon request. The use of “white out” is considered an alteration.

RFB ADDENDUM(S): Procurer may modify or clarify this RFB issuing one or more addenda to this RFB. Addendum(s) will become part of this RFB.

STATE AUDIT: The books, records, documents, and accounting procedures and practices of contractor/vendor relevant to this agreement shall be subject to examination by the customer, Minnesota State Colleges and Universities, and either the Minnesota legislative auditor or state auditor as appropriate.

TARGETED GROUP VENDORS: Certified targeted group responders/bidders will receive a six percent (6%) preference and certified economically disadvantaged responders/bidders will receive a four percent (4%) preference on the basis of award for this proposal/bid. Responders/bidders
interested in becoming certified responders/bidders or verifying their status should call (651) 296-2600.

TERMS AND CONDITIONS: Minnesota State Colleges and Universities reserves the right to accept or reject any or all proposals/bids or portions thereof, or to waive any irregularities or informalities in proposals/bids received.

PUR014.doc
Revised 11/24/2014
State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. Proceed to BOX C. Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _______ (date). Proceed to BOX C.
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C.

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ______________________ Date____________________

Authorized Signature: ______________________________ Telephone number: ______________

Printed Name: ______________________________ Title: ______________________________

For assistance with this form, contact:
Minnesota Department of Human Rights, Compliance & Community Relations
Freeman Building, 625 Robert Street North, Saint Paul, MN 55155
Phone: 651-296-5663 Toll Free: 800-657-3704
Fax: 651-296-9042 TTY: 651-296-1283
Web: mn.gov/mdhr
Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR
STATE OF MINNESOTA  
AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);

2. That the attached proposal submitted in response to the ________________________ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder’s Firm Name: ________________________________

Authorized Signature: ________________________________

Date: ________________________________

Subscribed and sworn to me this ______ day of _________

Notary Public: ________________________________

My commission expires: ________________________________