

**ADVERTISEMENT
REQUEST FOR BID (RFB) # 2013-2653**

Martin County Board of County Commissioners
Purchasing Division
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
e-mail: pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids for:

WIRELESS NETWORK ACCESS HARDWARE

Sealed bids will be received by the Information Desk on the 1st Floor at the address above until **2:00 PM** local time, on **Wednesday, August 21, 2013**. Bids received after the designated time and date will not be considered. **E-Bidding will also be accepted by the same deadline.**

The basic bid document is available at www.martin.fl.us . Click on “Bids and Contracts”

Bidders must register with www.demandstar.com in order to receive all bid documents, notification of addenda and/or use e-bidding.

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

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Bidders must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.onvia.com/demandstar-subscriptions>. Click on “Onvia DemandStar FREE AGENCY”.

This document includes:

1. Scope of Work
2. Instructions to Bidders
3. Terms & Conditions
4. Bid Form
5. Bidder's Qualification Statement
6. Local Vendor Preference

(Forms 4 – 6 also available in Microsoft Excel & Word on www.demandstar.com)

One original and one copy of these documents must be returned with bid. **Do not** return the entire bid package with your bid.

- Bid Form
- Bidder's Qualification Statement
- Local Vendor Preference Certification (only return if you are eligible)
- Addenda (if any)

Prohibited Communications: Potential bidders shall not communicate in any way with the Board of Commissioners, County Administrator, or any County staff, other than Purchasing personnel, regarding this Request for Bid (RFB) from the time of bid advertisement through, and including, bid award except during scheduled pre-bid meetings. Such communication shall result in disqualification.

A. SCOPE OF WORK

Wireless internet access points to be installed in Fire Rescue apparatus and various locations throughout Martin County by the Utilities Department.

Fire Rescue is establishing wireless internet access points in forty-two (42) response apparatus to connect to the County's private network over Verizon's cellular network. A private network (tunnel) has already been established between Verizon and Martin County. Hardware will be required to operate in a 4g LTE network, while being backwards compatible with Verizon and other networks. All cellular modems will be set up in accordance with Verizon specifications including the same "Service Set Identifier" specified name, password, security encryption settings, and assigned static IP addresses.

The Utilities Department is establishing cellular data communication with remote service locations. These cellular modems will be required to interface with existing equipment to transmit alarms and performance data to the main server. Hardware will be required to operate in a 4g LTE network, while being backwards compatible with Verizon and other networks. The Utilities Department is planning to expand their project (Ethernet models and antennas) to several hundred cellular modems in the coming years based on funding constraints.

Bid prices shall be for items listed below or pre-approved equivalent. Requests for approval of equivalent or deviation from specifications shall be submitted in writing to pur_div@martin.fl.us no later than 10 days prior to bid due date. If a substitution or deviation request is not received in advance of bid due date, the County will assume the bidder's price is for equipment exactly as outlined below and the bidder shall be required to provide that equipment for the price included in the bid.

Martin County is exempt from federal and Florida state sales tax. Do not include these taxes in your bid price. An exemption certificate will be furnished to the successful bidder upon request.

The County reserves the right to purchase additional units for the next five (5) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered with documented, written verification of industry price increases only.

Martin County will not be held to any minimum/maximum quantities or dollars.

Item	Manufacturer Part number	Description
AirLink GX440 wifi	1101531	AirLink GX440 LTE Cellular Modem for Verizon, includes DC power cable
Antenna Plus antenna with LTE and GPS	AP-CG-Q-S22-RP2-BL	Multi-Band Cellular/PCS/LTE & GPS - Threaded Bolt - Black - with SMA-Male Connectors with 15' cable
Antenna Plus antenna with LTE and wifi	AP-CW-Q-S22-RP2-BL	MultiMax (CELL/LTE/WiFi/GPS) (4G/3G) Antenna - Threaded Bolt Mount w/15' Cable, SMA/SMA/SMA with Reverse Polarity on WiFi connector
AirLink GX440 ethernet AC Model	1101413	LTE Cellular Modem for Verizon, Includes AC Power adapter, Precision GPS Receiver, 10/100 Base TX Ethernet Port, RS232 Serial Port, and USB Port, SMA(F) Primary Cellular Antenna Connection, SMA(F) Rx Diversity Antenna Connection, SMA(F) GPS Antenna

		Connection
Air Link GX440 ethernet DC model	1101414	LTE Cellular Modem for Verizon, Includes DC Power cable, Precision GPS Receiver, 10/100 Base TX Ethernet Port, RS232 Serial Port, and USB Port, SMA(F) Primary Cellular Antenna Connection, SMA(F) Rx Diversity Antenna Connection, SMA(F) GPS Antenna Connection.
Laird Technologies Phantom Antenna	TRA6927M3PB-001	3G/4G Multi-Band (698-960, 1700-2700 MHz) Phantom Antenna (Black/Permanent Mount). N Female Connector
Antenna Plus Cellular/ LTE antenna	AP-CA-S2-BL	Cell/LTE Antenna. Adhesive Mount. Color Black. SMA connector. 15ft cable.
RF Cable		15ft. RF Cable, SMA-Male/SMA-Male Cable Assembly

B. INSTRUCTIONS TO BIDDERS

1. Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof. Offers submitted on any other format may be disqualified.
2. Two copies of the required bid documents must be submitted in a sealed envelope, plainly marked on the outside with the bidder's name, bid number, date and time of opening.
3. It is the bidder's responsibility to assure that Bids are received by the Purchasing Division or Information Desk on the 1st Floor, at 2401 SE Monterey Rd., Stuart, FL 34996 by the bid deadline. Any submittal received after the stated date and time will not be accepted or considered. No faxed or e-mailed offers will be considered. No offers will be accepted or received in any other Martin County office.
4. Bids will be publicly opened and read aloud in the Purchasing Division on the above appointed date at 2:00 p.m. or as soon as possible thereafter.
5. A bid tabulation will be posted as soon after the bid opening as possible on www.demandstar.com and www.martin.fl.us.
6. Submitted bids become a public record when a notice of intended award is made or 30 days after bid opening, whichever is earlier, in accordance with Section 119.071, Fla. Stat.
7. Bids may not be withdrawn for a period of 60 days after the public opening date.
8. Please check prices before submitting as modifications will not be allowed after opening. All prices and notations must be in ink or typewritten. Modifications will not be accepted or acknowledged. All bids must be signed.
9. Alternate bids will not be considered unless they are specifically called for in this solicitation.
10. Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid; selection or award recommendation shall file

such protest in writing to the Purchasing Manager in accordance with the written protest procedures stated in the Martin County Purchasing Manual available at www.martin.fl.us (click on Bids and Contracts).

11. Questions relative to interpretation of specifications or the solicitation process, must be in writing and e-mailed to pur_div@martin.fl.us, no later than ten (10) business days prior to bid opening. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Purchasing Division. Oral answers will not be authoritative.
12. Potential bidders shall not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel from the time of bid advertisement through and including bid award. Such communication shall result in disqualification.
13. It will be the responsibility of the bidder to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid.
14. Bid must be signed by an authorized representative with full signature authority and returned with the bid.
15. Delivery shall be a factor in award. Failure to perform within delivery deadline(s) as set forth in the specifications or any other contract document shall constitute default.
16. The County reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its judgement best serves the interests of the County. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or borne by the County.
17. Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
18. Failure to comply with these instructions may result in disqualification of your bid.

C. TERMS & CONDITIONS

1. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this fact.
2. **Award of Contract:** Award will be made to the lowest, most responsive, responsible bidder. The County reserves the right to award contracts to one or more bidders. Notice of bid award shall be posted on www.demanstar.com. The County does not notify all bidders of award or intent to award.

3. **Bidder/Offeree Qualification:**
 - a. Bids will be considered from firms with adequate personnel and inventory to perform prompt delivery and maintain regular business hours 8 a.m. to 5 p.m., Monday through Friday, excluding County holidays.
 - b. Bids will be considered only from firms regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, with sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the requirements of the bid under the terms and conditions stated. The terms "equipment and organization: as used herein shall be construed to mean a fully equipped and well established company in line with accepted business practices in the industry and as determined by the County.
4. **Brand Names:** The reference to a brand name is intended to be descriptive but not restrictive and only to indicate to the prospective bidder the expected level of quality. Bids on other than items specified by the County will be considered, provided it is pre-approved by the County.
5. **Fund Availability:** Any contract resulting from this solicitation is deemed effective to the extent of appropriations available.
6. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies that:
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any offeror or to any competitor prior to opening; and
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit any bid for the purpose of restricting competition.
7. **Inspection/Acceptance Title:** Inspection and acceptance shall be at destination. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of Martin County.
8. **Changes:** Martin County reserves the right to order in writing changes to the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.
9. **Conflict of Interest:** All offerors must disclose with their submittal the name of any officer, director, or agent who is also an officer or employee of Martin County. All bidders must disclose the name of any Martin County officer or employee who owns, directly or indirectly an interest in the bidder's firm or any of its branches.
10. **Customer Service:** The successful bidder shall provide a local representative to service the County's accounts.
11. **Debarment:** The Bidder certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department, government or agency;
 - b. Have not within a ten (10) year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
 - d. Have not within a ten (10) year period preceding this bid had one or more public/government transactions or contract (Federal, State or local) terminated for cause or default.
12. **Disadvantaged Business Enterprise:** Contractors, consultants, sub-contractors and/or sub-recipients shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in termination of the contract or such other remedy as the recipient deems appropriate.
13. **Discrepancies:** The supplier shall coordinate all misidentified items, incorrect shipments, shortages, back orders and any other discrepancies.
14. **Firm Prices:** Prices shall remain firm for the term of the Contract. Escalations will be considered annually provided documentation is provided and price escalations appear to be reasonable. It should also be noted that in the event of price decreases, Martin County shall be offered the de-escalations.
15. **Immigration Reform Act:** The successful bidder(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.
16. **Laws Governing this Contract:** Any contractual arrangement between Martin County and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
17. **Liability:** The vendor shall act as an independent contractor and not as an employee of Martin County. The vendor will be required to indemnify, defend, and hold and save harmless Martin County, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.
18. **Local Vendor Preference:** When a responsible and responsive, non-local business submits the lowest price bid and the bid submitted by one or more qualified and responsive local businesses is

equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer shall have the opportunity to submit an offer that matches the price offered by the Apparent Low Bidder in accordance with Section 135.7, Code of Ordinances, Martin County Code.

19. **Minimum Standard:** Specifications describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate any vendor from submitting a bid.
20. **Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in Martin County.
21. **Other Entity Use:** Successful bidder may be requested to convey bid prices, contract terms and conditions, to municipalities or other governmental agencies should the bidder feel it is in their best interest to do so.
22. **Payment/Invoicing:** No payment will be made for materials ordered without purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon.
23. **Payment Method:** Payment will be made by the County in accordance with the requirements of the Local Government Prompt Payment Act, F.S. § 218. Martin County in its sole discretion, will determine the method of payment for goods and/or services as part of this Contract. Payment Methods include:
 - a. Traditional – payment by check, wire transfer or other cash equivalent.
 - b. Standard – payment by purchasing card, Martin County’s Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

Martin County cautions vendors to consider both methods of payment when determining pricing as no additional surcharges or fees will be considered (per Rules for VISA Merchants and MasterCard Merchant Rules). The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an “Additional Cash Discount.”

24. **Performance During Emergency:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Martin County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Martin County throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.
25. **Permits/Licenses/Fees:** Unless otherwise noted in the bid document, any permits, licenses or fees required will be the responsibility of the contractor as part of the contract, if applicable. No separate

payment will be made. Adherence to all applicable code regulations (Federal, State, County, City) are the responsibility of the contractor.

26. **Precontractual Expenses:** The County shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of its bid prior to issuance of the project Notice to Proceed. Pre-contractual expenses are defined as expenses incurred by the Contractor(s) in:
- Preparing and submitting bid(s) to the County;
 - Negotiations with the County on any matter related to the contract terms, professional fees, and schedule;
 - Any other expenses incurred by the Contractor(s) prior to reaching agreement in advance of the date of award of the proposed Contract.

27. **Prompt Payment Discounts:** Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

28. **Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133, all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.

A "Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public Work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

29. **Quantities:** The quantities listed in the RFB, if given, are estimates only and are given only as a guideline for bid preparation. Estimates should not be construed as representing actual quantities to be purchased. Martin County shall not be held to any minimum or maximum purchase quantities.

30. **Rejection of Bids:** Martin County reserves the right to reject any or all bids with or without cause when such rejection is in the best interest of the County. The County also reserves the right to reject any bid when bidder has previously failed to perform properly or complete, on time, contracts of a similar nature.

31. **Responsibility:** In determining responsibility, the following qualifications will be considered:

- The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
- The reputation, judgment and experience of the bidder.
- The quality of performance of previous contracts or services including previous performance with the County.
- Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.

- e. Financial resources of the bidder to perform the contract or provide the service.
- 32. **Return of Merchandise:** The supplier is to accept for full cash credit, any merchandise returned by the County within thirty (30) days from the delivery or pickup date.
- 33. **Subcontracting/Assignment:** The contractor shall not assign the contract or subcontract any requirement without obtaining the prior written approval of Martin County.
- 34. **Taxes:** Martin County does not pay Federal excise and State sales taxes. Tax exemption number is available upon notice of award.
- 35. **Unit Prices:** Unit prices will govern in the event both unit and total prices are asked for in the solicitation and the unit price carried forward does not mathematically result in the total price for that item.
- 36. **Utilitization Of Small Business Concerns:** It is the Policy of the united states, the State of Florida, or the county that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, hubzone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter “small business concerns”) shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the contractor’s compliance with this clause.

RFB#2013-2653
WIRELESS NETWORK ACCESS HARDWARE

ITEM	QTY	UNIT PRICE	TOTAL BID
AirLink GX440 wifi	42		
Antenna Plus antenna with LTE and GPS	42		
Antenna Plus antenna with LTE and wifi	42		
AirLink GX440 ethernet AC Model	1		
Air Link GX440 ethernet DC model	19		
Laird Technologies Phantom Antenna	2		
Antenna Plus Cellular/ LTE antenna	38		
RF Cable	2		
Shipping, set-up and all other expenses	1		
TOTAL BID			

INSTRUCTIONS

Submit two copies of all required bid forms.

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

BID SIGNATURE SECTION

This form must be returned with bid. Bids in any other format will not be accepted.

Firm Name _____	Telephone _____
Name (Print) _____	Fax _____
Title _____	Federal Employer ID# _____
Street Address _____	E-mail Address _____
City, State, Zip _____	Authorized Signature _____

BIDDER'S QUALIFICATION STATEMENT

1. State the number of years your business organization has been doing business under this name.

2. Have you ever failed to complete a contract awarded to you? If so, state where, when and why?

3. Does your firm have any officer, director, or agent who is also an officer or employee of Martin County? If yes, please list. _____
4. Are there any Martin County officers or employees who own, directly or indirectly an interest in the bidder's firm or any of its branches? If yes, please list. _____
5. Is your company a certified Disadvantaged Business Enterprise? _____ If yes, attach Certificate.
6. Are you a small business as defined by the SBA? Yes ☐ No ☐ If yes, number of employees _____
7. Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency? _____
8. List two (2) references, public entities, corporations or individuals, for which you have provided similar goods including contact name and telephone number or e-mail address.
 - a) _____
 - b) _____
9. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).
_____ (Legal Name of Bidder)
 - a) The business is a _____ (Insert form of business entity)
 - b) The address of the principal place of business is _____
 - c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

I certify that the above information is true and correct.

Name of Authorized Representative (Print)

Title

Federal Tax I.D. Number
[Corporate Seal]

Phone Number

Fax Number

E-mail address

Authorized Signature

**LOCAL VENDOR PREFERENCE
CERTIFICATION STATEMENT**

Vendor agrees that it meets and will comply with all requirements of Section 135.7, Code of Ordinances, Martin County Code, included but not limited to:

1. Vendor has a fixed, staffed office or distribution point located in and having a street address within Martin, St. Lucie, Indian River or Okeechobee for a least one year prior to the issuance of this Request for Bid (RFB) and **attached is a copy of a business or contractor license and/or business tax receipt which verifies this**. Post Office boxes shall not be used or considered for the purpose of establishing a physical address; and
2. If awarded a contract, vendor will be the person or entity in direct contract with the County and not as a subcontractor, other lower tier subcontractor, materialman or supplier.

Company Name (Print)

Street Address (Print)

Owners Name & Title (Print)

Authorized Signature

NOTARY PUBLIC

State of _____ County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, to me known to be the person who signed the foregoing instrument or produced _____ as identification.

WITNESS my hand and official seal this ____ day of _____, 20__.

Notary Public

FOR COUNTY USE ONLY

Vendor meets all requirements of Section 135.7, Code of Ordinances, Martin County Code.

Certified by: _____ Date: _____