

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P. O. Box 391
Bartow, Florida 33831

PURCHASING DEPARTMENT
(863) 534-0563

1915 S. Floral Avenue
Bartow, Florida 33830

**REQUEST FOR PROPOSAL (RFP) FOR THE 3 YEAR LEASE OF
DESKTOP DRIVING SIMULATORS**

RFP NO: 064-PRW-0309

NOTICE TO INTERESTED PROPOSERS FAXED: March 13, 2009

DEADLINE FOR RECEIPT OF PROPOSALS: Friday, March 20, 2009 @ 3:00 PM (Local time)

Section 1: General Information

1.1 PURPOSE

The School Board of Polk County is seeking proposals for the 3 year lease of desktop driver education simulation systems to be delivered to a single warehouse location. Systems shall be picked up from the warehouse by the awarded vendor and installed at 5 school locations within the Polk County School District. Networking and user training shall be completed no later than May 29, 2009. At the end of the summer student driver training sessions, the awarded vendor shall remove the systems from the school locations and return them to a central district location for storage until the student driver training period the following year. The purpose of this RFP is to offer qualified manufacturers and vendors an opportunity to submit proposals for the Board's consideration.

1.2 SCHOOL BOARD OBLIGATIONS

The District accepts no obligation for the costs incurred in responding to this RFP in anticipation of being awarded a contract. The District reserves the right to select qualified responses to this RFP without discussion of the responses with the proposers. The District reserves the right to reject any or all submitted proposals.

1.3 VENDOR OBLIGATIONS

Vendors are invited to submit proposals in accordance with the requirements outlined in this document. By submitting a signed proposal, a vendor agrees that it fully understands this RFP and must abide by the terms and conditions contained therein. The proposals are required to address all specifications in this RFP. The decision of the District will be final in this regard.

Cost of preparation of a response to this request for proposal are solely those of the proposer, and the District assumes no responsibility for any such costs incurred by the proposer.

The responsibility for determining the full extent of exposure to risk and verification of all information rests solely with the company submitting a response. Neither the District nor its representatives shall be responsible for any error or omission in this request for proposal, nor the failure on the part of the responder to determine the full extent of exposure to risk.

1.4 ANTICIPATED SCHEDULE OF EVENTS (some dates may change as conditions warrant)

March 13, 2009	Notice to Interested Proposers Faxed and On-line Posting of RFP
March 20, 2009, 3:00 PM	Deadline for Receipt of Proposals
March 23, 2009	Begin Review and Evaluation of Proposals
March 24, 2009	Requests for samples (if necessary)
March 27, 2009	Deadline for receipt of requested samples
March 30 – April 3, 2009	District offices closed for Spring Break
April 6, 2009	Demonstrations of proposed systems and interviews with selected firms (if necessary) and ranking
April 7, 2009	Recommendation for award to selected proposer
April 10, 2009	Approval by Superintendent
April 10, 2009	Release of purchase order
May 29, 2009	Installation and Training complete

1.5 LOBBYING

Proposers are hereby advised that lobbying is not permitted with any district personnel or board members related to or involved with this RFP. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract.

Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

1.6 BOARD CONTACT

This RFP is issued by the District. The District is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing, to:

Robert Woods, Purchasing Agent
The School Board of Polk County
Post Office Box 391
Bartow, Florida 33831-0391
FAX (863) 534-0802
Email: Robert.woods@polk-fl.net

The physical address for overnight and hand delivery only is:

Robert Woods, Purchasing Agent
The School Board of Polk County
1915 South Floral Avenue
Bartow, Florida 33830

1.7 OPEN RECORDS

All responses to this RFP are subject to release as public records. Proposers are advised to consult with their legal counsels regarding any material in their proposals that the proposer believes should not be public record. The District assumes no obligation or responsibility for asserting legal arguments on behalf of potential vendors.

1.8 SUBMISSION AND RECEIPT OF PROPOSALS

Due to the limited time for receipt of sealed proposals the School Board of Polk County will receive proposals by facsimile (fax) at this number 863-534-7497. Please note this applies only to Request for Proposal for Desktop Driving Simulators, 064-PRW-0309. Proposals will be received until 3:00 p.m. (ET) on March 20, 2009 in the School Board Purchasing Office at the address shown in Section 1.6. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Offices after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is the vendors' responsibility to see that their proposal is properly received at the correct location prior to the deadline.

Please follow the guideline listed below:

Prior to faxing your proposal please call 863-534-0566 or 863-534-0571 to inform Purchasing staff that a fax bid will be coming. School Board of Polk County Purchasing staff will insert the faxed bid in an envelope, seal the envelope and date and time stamp the envelope.

1.9 TIME

All times stated in this document refer to the Eastern Time Zone (ET). The normal office hours for the District are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Board holidays.

1.10 CONTRACT ELEMENTS

The requirements appearing in this RFP will become part of the contract with the proposer. The contract between the parties will consist of a written Agreement (if required by the District), the RFP, and the successful proposal, together with any modifications that are agreed to by the District and the proposer.

1.11 PUBLIC ENTITY CRIMES STATEMENT AND CONVICTED VENDOR LIST

In accordance with Section 287.133(2)(a), Florida Statutes, the following information is part of this RFP:

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 Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

1.12 DISCRIMINATORY VENDOR LIST

Per the provisions of Florida Statute 287.134(2)(a), “An entity or affiliate who has been placed on the discriminatory vendor list 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.” The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

1.13 PAYMENT TO VENDOR

Payment under the contract will be made following receipt and approval of required services/deliverables. Invoices must be submitted in detail sufficient to enable a proper audit of charges for completed work.

1.14 PREFERENCE FOR DRUG-FREE WORKPLACE

Whenever two or more proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the proposal.

1.15 OTHER GENERAL INFORMATION

All proposals, whether accepted or rejected, shall become the property of the District.

The District reserves the right to reject any and all proposals and to request additional proposals or to negotiate modifications of submitted proposals if deemed necessary and in the best interest of the District to do so. The District reserves the right to waive minor irregularities in the proposals.

Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested. The Purchasing Director or designee may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The District reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the District to do so. The decision of the District will be final in this regard.

The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum to all vendors who are participating. Addenda shall be numbered consecutively and initiated by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. Any addendum received shall be signed and returned by the proposer (returned with their proposal). Any such addenda issued will be posted to the same website where this RFP is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>. It shall be the responsibility of the proposer to be sure they receive all addenda.

The District reserves the right to accept or reject any or all proposals.

The District shall be the sole judge of proposers' qualifications.

The District reserves the right to waive irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.

1.16 INSURANCE

The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the School Board a certificate of insurance showing his coverage with the following minimum requirements:

TYPE OF INSURANCE

Worker's Compensation
Commercial General Liability
Automobile

LIMITS OF LIABILITY

Statutory
Combined Single Limit 1,000,000 per occurrence
Combined Single Limit \$1,000,000 per occurrence

The School Board of Polk County shall be named as a certificate holder and an additional insured on the certificate for all commercial general liability insurance and as a certificate holder for automobile liability insurance. All insurance must be issued by a company or companies approved by the School Board.

The **VENDOR** shall be responsible for assuring that the insurance remains in force for the duration of the contractual period. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.**

1.17 COMPLIANCE WITH THE JESSICA LUNSFORD ACT:

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act..

1.18 SUBCONTRACTOR INFORMATION

The proposer must provide a statement from each proposed subcontractor, signed by an individual authorized to legally obligate the subcontractor, attesting to the fact that they will provide the services as represented in the proposal. Every subcontractor who will provide services as part of the contract resulting from this RFP must provide this statement. The proposer must disclose, at the District's request, any information regarding subcontractors. Failure to include the subcontractor statement(s) described in this section may result in the disqualification of the proposal.

1.19 CONFLICT OF INTEREST

The proposer must disclose any contractual relationship that exists or has existed during any part of the period of time from January 1, 2000 through the present, between the proposer, or a predecessor organization of the proposer, or a subcontractor included in the proposer's response to this RFP, and the Polk County School District. Not every prior or existing contractual relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Proposer should not merely state the conclusion that no conflict of interest exists. Proposers also must disclose any existing business or personal relationship between the proposer, its principals, or any affiliate or subcontractor, and the District, or any other entity or person involved in the project that is the subject of this RFP. Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The District will make the final determination regarding the existence of a conflict of interest.

Section 2: Project Proposal

2.1 INTRODUCTION

The specifications for goods and services and required submittals are detailed in this section.

2.2 MINIMUM REQUIREMENTS

Vendors shall submit proposals to provide the following to The School Board of Polk County:

Hardware

Six desktop driver education simulation systems for each of the 5 training locations within Polk County. Each simulation system shall meet all of the following minimum requirements:

- One computer with a Windows operating system installed (Windows XP or higher). The computer must have a high speed graphics card, DVD/CD ROM drive, 10/100 network connection and headphone jack.
- Three 19" LCD monitors with integrated forward looking view and partial side views from the driver's perspective.
- One console, steering wheel, brake pedal and accelerator pedal (steering wheel and brake shall utilize force feedback technology).

One administrator/trainer desktop computer with LCD monitor for each of the 5 training locations.

- This computer shall possess the same features as the desktop computers used in the simulator systems and shall be configured with the software necessary to customize individual lesson plans, view student records and assess individual student progress.

Software

Each of the six desktop systems at each training location shall be configured with software that provides a complete customizable curriculum for novice and advanced drivers. The curriculum shall employ progressive scoring, real time driving instruction and remediation on crucial driving skills and provide a numerical score for each student lesson completed. This software shall also provide driving scenarios with multiple levels of complexity based on weather, time of day, multiple vehicles and hazards.

Shipping / Delivery /Installation Charges

The annual cost of each desktop system and the administrative trainer desktop computer shall include all shipping charges, including original inbound transportation to district warehouse/storage location, movement from the central storage location to the 5 individual training locations and annual removal from the training locations to the central storage location after the training sessions have ended. At the end of the 3 year lease it shall be the responsibility of the vendor to pick up and accept the return of all units located in the district. The annual cost of each desktop system and the administrative trainer desktop computer shall include removal of all equipment from shipping containers, connection of all cables and power cords and placement on the tables provided at the driver training locations.

Networking

The six desktop systems and the administrator/trainer desktop computer at each of the 5 training locations shall be networked, giving the trainer the ability to assess student progress and customize individual lesson plans.

On-site Training

On-site training for up to 15 teacher/administrators for the first year of the lease period. The single training session shall take place at a central location in the Polk County School District. Training for the subsequent two years of the lease shall be a single session at a central location to be determined by the Board.

Tech Support

The awarded vendor must maintain a repair facility in the state of Florida.

The awarded vendor must provide on-site repair service within 24 hours of notification / request and provide toll-free, unlimited telephone support for the term of the lease.

Software upgrades

Supply and install upgrades to the existing software at no additional charge (including new releases and fixes)

2.3 REQUIRED SUBMITTALS

The completed proposal package must contain the following submittals: Bidder Reference Form (page 15); Bidder Information Form (page 16); Cost Proposal, Attachment A (page 17), System Capabilities Checklist (pages 18-20); Response Certification Form (page 21). Responses to the cost portion of this RFP shall be submitted on Attachment A only.

2.4 PRICING

Prices bid for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations.

2.5 LINE ITEM CORRECTIONS

The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

Section 3: Proposal Evaluation, Selection and Award

3.1 INTRODUCTION

The proposal evaluation and selection process is detailed in this section, as are other factors including protest procedures.

3.2 PROPOSAL EVALUATION, SELECTION AND AWARD

Prior to the receipt of proposals an evaluation committee will be established. It is anticipated that the evaluation committee will be comprised of the following Polk County School Board staff: Director of Athletics, Drivers Education Lead Teacher, Drivers Education Teacher, Purchasing Agent, and others as may be determined by the District. Purchasing Department personnel will participate in an advisory capacity only. The committee will be responsible for proposal evaluation and will make a recommendation for the selection of the proposal to the Board. The ultimate selection of the proposer will be at the sole discretion of the District.

The evaluation committee shall rank all proposals received meeting the submittal requirements.

The evaluation committee reserves the right to interview any or all proposers. The interview will be based on the written proposal received.

The evaluation committee reserves the right to request from each proposer, a sample of the desktop system referenced on their proposal and a demonstration of the sample by a trained representative. The sample system shall be received in the Purchasing Department of The School Board of Polk County no more than 72 hours following the request. Requests will be made via email using the contact information found in the Response Certification Form on page 21. The purpose of the demonstration is to observe the capabilities of the system and to verify its suitability for the District. The demonstration shall take place on April 6, 2009. Proposers will be notified of the specific time and location for the demonstration via email. If the proposer fails to perform the demonstration at the specified date and time, the Board may elect to reject the proposal or to reschedule the demonstration if it is in our best interest to do so. The Board shall be the sole judge of the acceptability of the system in conformance with the RFP specifications and its decision shall be final. The hardware and software used for the demonstration shall be the same as the manufacturer's model identified in the proposal submitted. The demonstrated system shall create an expressed warranty that the actual system to be provided by the bidder during the contract period shall be identical to the system used in the demonstration. Proposers will be solely responsible for any and all costs associated with the demonstration of their system.

Access to Polk County School Board property during the demonstration/evaluation period shall be coordinated with Don Bridges, Athletic Director.

The evaluation committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If an agreement cannot be reached with the highest ranked proposer, the evaluation committee reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until agreement is reached.

The evaluation committee, in conjunction with the Purchasing Department, will prepare and submit a recommendation to the School Board for the award or rejection of any and/or all proposal(s). RFP recommended award will be posted for review by interested parties, at The Polk County School Board Office, 1915 South Floral Avenue, Bartow, Florida, on or about April 7, 2009. The School Board will award or reject any or all proposal(s).

The evaluation committee shall base its recommendations on the following factors:

1. System Capabilities (Hardware, Software, Support; Attachment B) and relevance to District needs.
2. Qualifications, Experience, References
3. Cost Proposal (Attachment A)

The District reserves the right to award a contract to the firm(s) that presents the proposal which, in the sole judgment of the District, best meets the needs of the District.

3.3 PROTEST PROCEDURES

Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedure shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Section 4: Contract Information

4.1 CONTINGENCY OF THE CONTRACT AWARD

Award of the contract to the selected firm is contingent upon the successful negotiation of contractual terms agreeable to both parties. Failure to achieve the foregoing may result in no award of contract at this time.

4.2 AGREEMENT FOR SERVICES

The District may require an Agreement which will include provisions, among others, addressing matters such as contract costs, contract modifications, contract termination and disputes.

Obligations of each party will be specified in the final signed agreement (if required by the District). The RFP, the proposal, negotiated terms, and the Agreement will constitute the complete agreement between proposer and the District.

The District will consider Agreements from proposers. Any Agreement, however, shall be in a form acceptable to the District.

4.3 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this contract and which are due to that party's own negligence, tortuous acts and other unlawful conduct and the negligence, tortuous acts and other unlawful conduct of its respective agents, officers and employees.

Awarded proposers shall, in addition to any other obligation to indemnify the Polk County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, and losses (including economic losses), costs arising out of any actual or alleged;

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- b. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- c. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the Polk County School Board to enforce this agreement shall be born by the contractor.

4.4 SUB-CONTRACTS

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in subcontractors or sub proposers requires prior District written approval.

4.5 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the District.

The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the District.

4.6 JOINT PROPOSAL

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

4.7 USE OF OTHER CONTRACTS

The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this RFP, if it is in its best interest to do so. The School Board also reserves the right to separately bid/request proposals for any single project/item/service, or to purchase any item/service on this RFP if it is in its best interest to do so.

4.8 DEFAULT

In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

4.9 LEGAL REQUIREMENTS

It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

4.10 PERMITS AND LICENSES

The awarded vendor shall timely obtain and keep in force, at the vendor's expense, all permits and licenses required by applicable governmental authorities for the performance by the vendor of all covenants herein contained on the part of the vendor.

The awarded vendor is required to have the necessary permits and licenses required by law to conduct business in Polk County.

4.11 CONTRACT PERIOD

Contract(s) shall be in full force and effect for a term of 36 months from the date of award by the School Board subject always to the right of the District to terminate this Contract, either for cause or without cause, as hereinafter provided in section 4.12 and 4.13.

4.12 TERMINATION OF CONTRACT FOR CAUSE

In the event any provisions of this RFP are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies. If the deficiencies are not corrected within ten (10) days, recommendation will be made to the Superintendent for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law. In the event the District shall elect to terminate this Contract for cause, the District shall notify the awarded vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. When applicable the awarded vendor agrees (1) to vacate the facility on or before said date and (2) to remove the vendor's employees and property from the facility on or before said date.

Payment will be made to the awarded vendor for services that have been satisfactorily rendered, as determined by the District, prior to the effective date of termination. The awarded vendor shall have no further rights, and the District shall have no further obligation to the vendor, pursuant to this Contract subsequent to the date that this Contract is terminated for cause as aforesaid by the District.

4.13 TERMINATION OF CONTRACT WITHOUT CAUSE

The District and the awarded vendor shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than sixty (60) days prior to the date that such termination shall be effective, and such right to terminate this Contract without cause is hereby reserved by and unto the District and the awarded vendor. In the event the District shall elect to terminate this Contract without cause, the District shall notify the awarded vendor thereof in writing and shall therein specify the date (not earlier than 60 days after the date of delivery of said written notice by the

District to the awarded vendor) on which this Contract shall terminate. Upon receipt of such written notice the awarded vendor agrees (1) to vacate the facility on the contract termination date specified in said written notice, and (2) to remove the vendor's employees and property from the facility on the contract termination date specified in said written notice. The awarded vendor agrees to abide by and carry out all covenants and provisions of this Contract until the date of termination specified in the aforesaid written notice of termination of this Contract without cause. Payment will be made to the awarded vendor for services that have been satisfactorily rendered, as determined by the District, prior to the effective date of termination. The awarded vendor shall have no further rights, and the District shall have no further obligation to the vendor, pursuant to this Contract subsequent to the date of termination of this Contract as specified in said written notice.

4.14 LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your proposal packet. Include this completed checklist along with your proposal. Items checked **Required** must be submitted at the time you submit your proposal or your proposal will be declared non-responsive.

Verified	Required	Requested	Description of Submittal	Page No.
	X		Completed and signed Bidder Reference Form outlined in Section 2.3	15
	X		Completed Bidder Information Form outlined in Section 2.3	16
	X		Cost Proposal-Attachment A	17
	X		System Capabilities Checklist	18-20
	X		Response Certification Form	21

BIDDER REFERENCE FORM

(duplicate as needed)

References: Proposers are required to provide a minimum of three (3) references, with contact information that best demonstrate their ability to provide the systems, training and support as described in this RFP. Listed references shall have purchased or leased similar systems within the past 5 years. References must include at least one governmental entity located in the State of Florida. The District reserves the right to contact any client, whether or not listed in this section of the proposal, to obtain information regarding work that the vendor has performed.

Please provide all requested information for each reference.

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Additional Comments: _____

BIDDER INFORMATION

Experience: Number of years company has been in business. _____

Local representative

Name: _____

Address: _____

Telephone: _____

Fax Number: _____

E-mail address: _____

Service Center

Contact name: _____

Physical address: _____

Telephone: _____

Fax Number: _____

E-mail address: _____

COST PROPOSAL
ATTACHMENT A

1.) **30 each Desktop Virtual Driving Simulator Systems - Six systems at each of the five training locations**
(pricing must include the following items 1-6 below)

1. Hardware
2. Software
3. Shipping
4. Set-up/Installation
5. On-site training
6. On-site maintenance
7. Software upgrades

Cost per training system – Year 1 \$ _____
Cost per training system – Year 2 \$ _____
Cost per training system – Year 3 \$ _____

2.) **5 each Administrator/Trainer computers – One system at each of the five training locations**
(pricing must include the following items 1-6 below)

1. Hardware
4. Software
5. Shipping
4. Set-up/Installation
5. On-site training
8. On-site maintenance
9. Software upgrades

Cost per administrator computer – Year 1 \$ _____
Cost per administrator computer – Year 2 \$ _____
Cost per administrator computer – Year 3 \$ _____

3.) **Networking fees – required years 1-3 at each of the five training locations**

Networking Fee (per location) – Year 1 \$ _____
Networking Fee (per location) – Year 2 \$ _____
Networking Fee (per location) – Year 3 \$ _____

**System Capabilities
Attachment B
Desktop Driving Simulators**

Specifications	Yes	No	Qualification for No Answer
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Operating System and Hardware

Computer with Windows operating system installed (Windows XP or higher)			
Uses Windows XP			
Uses Windows Vista			
High speed graphics of current 3D game quality with fully drawn objects, background and weather.			
DVD/CD-ROM drive, 10/100 network connection and headphone jack.			
A minimum of three 19" LCD monitors with integrated forward looking view and partial side views from the driver's perspective.			
Console, steering wheel, brake pedal and accelerator pedal.			
Steering wheel and brake pedal utilizes force feedback technology.			
Software			
Individual lessons that student must pass before moving on to next level			
Multimedia introduction to lesson objectives			
Student practice sessions prior to scoring in lesson			
Individual evaluation session for each lesson and targeted driving skills			
Multiple simulated weather conditions			
Multiple "time of day" conditions			
Curriculum and simulation include pre and post-test assessments with integrated performance analysis.			
Customizable curriculum covering all areas of operating a motor vehicle.			

**System Capabilities
Attachment B
Desktop Driving Simulators**

Specifications	Yes	No	Qualification for No Answer
Software, continued			
Teacher selectable, customizable individual lesson plans for each student.			
Re-teach skill if student does not master desired lesson objectives.			
Teacher can view student record and assessments from network.			
Teacher can customize individual lessons and curriculum from network.			
United States signage and road markings only.			
Grading, time on task, skill development analysis and assessment are recorded for each lesson.			
Ability to record and playback driving situations from individual student simulators			
Rural, urban and interstate driving scenarios with multiple levels of complexity for each scenario.			
Includes basic driving actions: move off, accelerate, steering, braking, level surface, hills, turns.			
Includes establishing visual targets and sightlines, blind spots and use of mirrors.			
Includes signs, signals, markers, hazards and threats while scanning the environment			
Includes adjusting speed and following distance.			
Includes managing intersections: signals, lanes, speed, entering, looking LRL, right of way, exiting.			
Includes entering and exiting traffic, passing zones			
Includes complex scenarios involving multiple cars, hazards and weather.			
Includes bad weather and night driving.			
Includes preparing to drive requirements: seat, mirror, seatbelt, gauges and controls.			

**System Capabilities
Attachment B
Desktop Driving Simulators**

Specifications	Yes	No	Qualification for No Answer
Software, continued			
Includes defensive driving module			
Includes response to vehicle failures and emergencies.			

Support

Service center located in the state of Florida			
Provide toll-free, unlimited, telephone support for the entire term of the lease			
Provide on-site service within 24 hours of notification			
Supply upgrades to the installed software at no additional charge (including new releases and fixes)			
Sales representative located in the State of Florida			

REQUEST FOR PROPOSAL (RFP)
RFP-064-PRW-0309

RFP FOR THE 3 YEAR LEASE OF DESKTOP DRIVING SIMULATORS

Response Certification

I hereby certify that I am submitting the following information as my company's response and understand that by virtue of executing and returning with this RESPONSE CERTIFICATION FORM, I further certify full, complete and unconditional acceptance of the contents of this Request for Proposal, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

VENDOR (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

**SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ TOLL FREE: _____

FAX: _____

EMAIL: _____

VENDOR TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. ****An original manual signature is required.****