



DAVIESS COUNTY SHERIFF'S OFFICE

212 St. Ann Street, Room 202

Owensboro, KY 42303

(270)-685-8424

www.daviessky.org *County Government > Current Bid Documents*

ISSUED: 03-12-2024

REQUEST FOR PROPOSAL: VIRTUAL REALITY POLICE TRAINING SYSTEM

OPENING: THURSDAY, APRIL 4, 2024 AT 4:30 PM

SCOPE

The Daviess County Sheriff's Office is seeking a qualified vendor to provide a virtual reality police training system including hardware, software licensing, and training for the deputies of the Daviess County Sheriff's Office.

GENERAL COMPLIANCE

NOTE TO PROPOSERS: Proposal submission does not constitute an agreement or a contract with Daviess County Fiscal Court.

DEFINITIONS:

- I. The term "County" means Owner, Daviess County, Kentucky, and Daviess County Sheriff's Office and its designated representatives.
- II. The term "Vendor" means Supplier, Contractor, Proposer, Bidder, Participant and Seller and includes designated representatives.
- III. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Request for Proposal, Order.

NO RESPONSE: Proposers unable or unwilling to submit a proposal should immediately return the "Proposer Response Form" only with "No Response" marked clearly on the outside of the envelope. Any Proposer not submitting a proposal is encouraged to indicate the reason(s) for not participating.

ALTERNATE PROPOSALS: It is not the intention of the specifications contained herewith to eliminate any Proposer; however, quoted items must equal or exceed stated specifications.

INDICATION OF COMPLIANCE: The Proposer shall indicate compliance with either a "Yes" or a "No" for each item specification. Blank spaces shall be considered non-compliance. Any deviation from the specification or where submitted literature does not fully support meeting the specification(s) must be clearly cited on the attached page labeled "EXCEPTIONS TO PROPOSAL SPECIFICATIONS AND/OR COMMENTS." No deviation below "minimum" specifications will be accepted.

Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Daviess County Fiscal Court in better understanding and evaluating the Proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by the Request for Proposals (RFP) to be submitted with the proposal.

At the time of submission, each Proposer will be presumed to have read the scope and be thoroughly familiar with the project plans and contract documents (including any and all addenda). The failure or omission of any Proposer to examine any form, instrument, or document shall in no way relieve any Proposer from any obligation with respect to this proposal.

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All proposals and submitted information becomes the property of the Daviess County Fiscal Court and will not be returned to the Proposer.

PROPOSAL SUBMISSION: All pages of the original signed hardcopy shall be initialed in ink on the lower right-hand corner. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the proposal.

The Proposer must submit one original signed hardcopy. This must be sealed in a container with the project name, the Proposer's name, and the opening date clearly marked on the outside of the container. The proposal shall be addressed and delivered to Daviess County Sheriff's Office, Attention: Purchasing, 212 St. Ann Street, Room 202, Owensboro, KY 42303 prior to proposal opening.

ANY PROPOSALS NOT RECEIVED PRIOR TO THE SCHEDULED OPENING DATE AND TIME WILL BE REJECTED.

FAILURE TO SUBMIT REQUIRED DOCUMENTATION: Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

LIABILITY: Daviess County Fiscal Court is not liable for any expenses incurred during the preparation of proposals.

KENTUCKY OPEN RECORDS LAW: At the time a proposal is submitted to the County, Proposer shall identify any information that is submitted as part of the proposal that is proprietary or confidential in nature and not subject to release for public inspection. The County will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

NEW GOODS, FRESH STOCK: Unless otherwise specifically stated, all Contractors shall provide new commodities, fresh stock, latest model, design or package.

COMPLIANCE WITH LAWS AND REGULATIONS: Each Proposer shall comply with all Federal, State & Local regulations concerning this type of service.

METHOD OF AWARD: This proposal will be evaluated on the evaluation criteria established in the proposal specification and awarded based on the best evaluated proposal.

The County reserves the right to reject any and all proposals or parts thereof, and to waive any irregularities in said proposals. The right is reserved to award proposal based on the best interest and/or what is most advantageous to the County. The County also reserves the right to consider as a part of the proposal evaluation the stated warranty, stated delivery schedule and payment terms. Award will be made, according to the opinion of the Daviess County Fiscal Court, to the best evaluated proposal.

PRICING: All prices shall be quoted exclusive of any taxes. Daviess County Fiscal Court is exempt from Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to the

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County from a supplier/manufacture are exempt from sales tax. Any items purchased by a Contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.

Proposers must provide manufacturer's product literature if available and appropriate with the proposal submission.

Proposals shall remain firm and open to acceptance by Daviess County Fiscal Court for a minimum period of sixty (60) days after the proposal opening. If the initial period has expired Daviess County Fiscal Court may request a letter from Proposer asking to extend the acceptance period.

DELIVERY SCHEDULE: Delivery date shall be specified on each item quoted. The Proposer will be expected to fulfill the delivery as specified.

PAYMENT: The proposal must clearly state the payment terms, including prompt payment discounts and payment due dates. Discounts should be figured into the unit price of the quoted item. Daviess County Fiscal Court reserves the right to select the most beneficial terms.

DEFAULT; TERMINATION OF CONTRACT: In the event that any provisions of this Contract are violated by the Proposer such breach shall constitute a default. In the event of a default, the Owner may serve written notice upon the Proposer of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Proposer, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

The County shall be authorized to terminate for its own convenience all contracts for the procurement of supplies and services when the Department Head determines in writing that such termination will be in the best interest of the County.

SAFETY: The successful Proposer must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and Daviess County Fiscal Court, and may be required to provide safety equipment. If, in the opinion of the County, safety precautions are not in existence, work will cease immediately until corrective action is taken. Work will begin again only when Vendor demonstrates to the satisfaction of the County that conditions are without risk.

INSURANCE REQUIREMENTS: Where applicable, the Vendor/Contractor/Proposer shall purchase and maintain insurance with an insurance company licensed to do business in the State of Kentucky or in the state where the Vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Kentucky, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided and will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contractor is to be

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performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its forces as enumerated above. All policies must name the County as an additional insured. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Daviess County, Kentucky and the same shall be incorporated into any Contract agreed to by the parties.

WHERE APPLICABLE, THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE BE PROVIDED WITH EACH BID. DAVIESS COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

- I. Comprehensive General Liability Insurance: The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of this insurance shall not be less than:
 - \$1,000,000 Each Occurrence Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Products – Completed Operations Aggregate Limit
 - \$1,000,000 General Aggregate Limit (Other than Products-Completed Operations)
- II. Workers Compensation Insurance: The Vendor/Contractor or his sub-contractor or contractors shall maintain and keep in force of this Contract such Workers Compensation insurance limits as required by the statutes of the State of Kentucky and Employer's Liability with limits no less than the Kentucky Workers Compensation statutory limits.
- III. Professional Liability Insurance: Where applicable, the Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000. Should any work be subcontracted, these limits will also apply.

HOLD HARMLESS AGREEMENT: The Proposer covenants to save, defend, keep harmless, and indemnify Daviess County Fiscal Court and all of its officers, departments, agencies,

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agents, and employees from and against all claims, loss, damage, injury, fine, penalties, and costs including court costs and attorney's fees, charges, liability, and exposure however caused resulting from, arising out of, or in any way connected with the Proposer's negligent performance or non-performance of the terms of the contract.

CHOICE OF LAW: This proposal and Contract shall be governed and interpreted according to the laws of the State of Kentucky. Venue for any court action shall be in Daviess County, Kentucky.

CONTRACTOR STATUS: Proposer understands and agrees that its employees, agents, or sub-Proposers are not employees of Daviess County Fiscal Court for any purpose whatsoever.

PROPOSER'S QUALIFICATIONS: Proposer must demonstrate to the satisfaction of Daviess County Fiscal Court that he/she has adequate equipment, personnel, experience and understanding of the specifications to perform service under the contract.

No contract will be awarded to any Proposer who, in the opinion of the County, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

Successful Proposer must comply with the Daviess County Fiscal Court ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits and any other ordinances which may apply to the proposal package.

EQUAL OPPORTUNITY STATUTES: Daviess County Fiscal Court is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. The County is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The County complies with the Immigration Reform and Control Act of 1986. Therefore, the successful Proposer must demonstrate to the satisfaction of the County that he also conforms to all Federal, State, and Local Equal Opportunity statutes. Further, the Contractor will reimburse the Daviess County Fiscal Court for any damages incurred due to any violation of the above- mentioned statutes by the Contractor while under contract to the County.

"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner of equal substance and function.

AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other such error in the RFP, he/she shall immediately notify

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the Daviess County Fiscal Court of such error in writing and request modification or clarification of the document if allowable by Daviess County Fiscal Court.

ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the plans, specifications or other pre-proposal documents will be made to any Proposer orally.

Every request for such interpretation should be in writing addressed to Daviess County Fiscal Court, 212 St. Ann Street, Room 202, Owensboro, KY 42303 by **4:30 PM on Friday, March 22, 2024**. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be emailed to prospective Proposers and posted to the County's website: www.daviessky.org. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his/her proposal as submitted. All addendums so issued shall become part of the contract documents.

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VIRTUAL REALITY POLICE TRAINING SYSTEM

GENERAL REQUIREMENTS

Daviess County Sheriff's Office is seeking proposals for an all-inclusive virtual reality police training system.

PROPOSAL SUBMISSION

The Proposer must submit one original signed hardcopy.

SUBMISSION REQUIREMENTS

Proposers shall include their qualifications using the following format:

- 1. Cover Page** with company name, address and telephone numbers.
- 2. Cover Letter** which includes a summary of the Proposer's ability to perform the services and enter into a contract with the County. The cover letter must be signed by a person having the authority to commit the agency to a contract.
- 3. Qualifications and Experience**
 - a. Provide a brief history of your company, including organizations of the company and any mergers and acquisitions.
 - b. Describe the experience of your company in providing virtual reality police training systems to law enforcement agencies.
 - c. Provide three (3) municipal references for which your company had virtual reality police training systems
- 4. Scope of Services**
 - a. Proposer shall state within their proposal how their system meets the requirements stated in the Specifications section below.
 - b. Proposer shall state within their proposal the method of training that will be used to train Sheriff's Office staff. On-site, dedicated training is preferred.
- 5. Cost**
 - a. Proposer shall prepare a detailed quote outlining one-time implementation/setup/training costs, annual license fees, and/or any other routine/recurring system costs.
 - b. Proposer shall use the "**Proposer Response Form**" to indicate the quoted cost for Year 1, including implementation and recurring fees.

SUBMISSION REQUIREMENTS

- 6. Implementation Schedule**
 - a. Proposer shall provide the proposed implementation schedule presented in the form of a series of tasks to be accomplished during the project. This shall include a project schedule and milestone expectations.
- 7. Additional Requested Information**
 - a. Please disclose any criminal investigation, indictment, prosecution, or other proceeding that has been brought against your company within the last ten (10) years (provide

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attachment if necessary). Also describe any civil litigation pending or concluded within the last five years against your company that may impair the firm's ability to provide the requested services (provide attachment if necessary).

- b. Disclose any potential conflicts of interest with representing the Daviess County Sheriff's Office for the requested services, including any potential conflicts of interest of employees assigned to this project. Daviess County Sheriff's Office reserves the unqualified right to disqualify a company or cancel any contract for any potential conflict of interest issues raised initially and/or during the contract period.

SPECIFICATIONS

The Daviess County Sheriff's Office is seeking a vendor to provide a virtual reality police training system that includes all necessary hardware, software licensing, service and training.

Maintenance Agreement/System Upgrades

- Proposals must specify the process involved in system upgrades.
- Is the cost of system upgrades included in the basic agreement or are there additional fees?
- Is training provided on such upgrades?

Technical Support

Technical support must allow unlimited and immediate access to support. One phone number for all support needs should be provided by the vendor. Please provide the address and telephone number for the Technical Support Office located closest to Owensboro, KY.

Contract Period

After the Notice of Award is sent out, the contract period and terms will be negotiated by both parties and signed.

The implementation and maintenance costs in this quote shall be good for five (5) years.

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PROPOSER RESPONSE FORM

PROPOSAL AMOUNT: \$ _____

NAME OF FIRM: _____

ADDRESS: _____

NAME (Type or Print): _____

TELEPHONE: _____

EMAIL: _____

* Authorized Signature: _____

Date: _____

* Signature certifies the proposed solution and services meet all requirements outlined in this proposal and the vendor will comply with all specified requirements unless exceptions are noted below.

Proposer Acknowledges receipt of Addendum as noted: (mark N/A if none)

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

EXCEPTIONS TO SPECIFICATIONS AND/OR COMMENTS

[illegible]

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CHECKLIST FOR REQUIREMENTS

Initial “_____” for all below as indicated or proposal may be rejected.

- _____ Proposer received and understands the Request for Proposals Package and Specifications.
- _____ Cover Page attached.
- _____ Cover Letter attached.
- _____ Qualifications, Experience, and References attached.
- _____ Scope of Services.
- _____ Fee Proposals attached.
- _____ Implementation Schedule attached.
- _____ Additional Requested Information attached (IF APPLICABLE).
- _____ PROPOSER RESPONSE FORM completed and attached.
- _____ EXCEPTIONS TO SPECIFICATIONS AND/OR COMMENTS completed and attached (IF APPLICABLE)