



**Request for Proposal – Use of Force Simulator
Solicitation # 421-0120- 16
January 29, 2020**

Introduction

The City of Columbia, Tennessee is seeking proposals from qualified vendors for the purchase of a use of force simulator meeting the requirements of the City as contained herein.

No proposal may be withdrawn after the scheduled closing time for receipt of proposals for ninety (90) calendar days.

Proposals will be received by the Purchasing Agent for the City of Columbia, until February 20, 2020 at 2:00 PM CT but no later.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Agent , Kim Dale at (931) 560-1580.

Proposal Instructions

1. The proposals must be signed by an individual with the authority to bind the firm.
2. All documents shall be returned to Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.
3. Proposers are requested to register as a vendor using a link to Vendor Registry found on the City’s website under the Finance Department/Purchasing page. Proposers may also request a printed vendor application by calling 931-560-1576.

Mark outside of envelope with RFP Use of Force and opening date of proposal, February 20, 2020.

Time is of the essence and any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager’s Office. Proposers are responsible for ensuring that their proposals are stamped by City Manager’s Office personnel before the deadline indicated. Late proposals received will be so noted in the file and the proposal will be returned unopened. Faxed or e-mailed proposals will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service, in any way restrain, or restrict competition. On the contrary, all responsible vendors are encouraged to offer a proposal. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

All costs of preparing and delivering a proposal shall be the responsibility of the bidder.

Scope of the Project:

The City of Columbia seeks to purchase a portable use of force simulator that will allow our officers to train on use of force decision making under a variety of simulated situations and with a wide range of force options. The proposed system shall meet at a minimum the requirements of the City as set forth herein.

System Requirements:

1. A portable, user friendly system with all components able to be contained in secure hard shell cases for ease of transport.
2. HD video projection in true 16:9 ratio
3. 12 foot projection screen
4. Stereo speakers
5. Capable of implementing multiple force options within the scenario- Handgun, Patrol Rifle, OC Spray, TASER, ASP Baton and Verbal Dialogue (some or all of these items should interact with the training simulator) We utilize Glock 21 handgun and AR style patrol rifles
6. Simulator should have multiple scenarios capable of being changed “on the fly” during the actual scenario based on the officer’s actions to allow for de-escalation of the situation.
7. Support an "electronic range" for practicing firearms skills.
8. Include a scenario playback option with shot placement function.
9. Access to the maximum amount of scenarios available at time of sale shall be included in the proposed cost of the system.

Software Support and Training

1. Functional fixes to the software shall be provided as they are released at no extra cost. Supporting documentation reflecting modifications shall be supplied, when necessary, at no extra cost
2. First year service included in price, with option for additional service contracts each additional year.
3. Software upgrades included at no charge for life of the system
4. Simulator shall remain compatible with Microsoft’s supported operating system upgrades.

5. On-site training for instructors on the setup, use and methods to get the most out of simulator for training purposes. Follow-up training on-site or on-line May include an option for training to be at their location but all expenses included in the package price?

Installation

The awarded vendor shall provide installation and startup services including loading required software on the simulator system server and client workstations.

Selection Process :

The selection of a winning proposal shall be based on the following

- 1) Bidder shall be a responsive and responsible bidder
- 2) Quality of similar installed projects and installations
- 3) Software capabilities
- 4) Supported use of force options
- 5) Ease of use.
- 6) Cost, both initial and 5 year projected costs
- 7) Support

Vendors may be requested to provide an on-site demonstration of the system to aid in the City's evaluation process.

Changes or Addendum

Any change or addendum to this request shall be posted on the City's website under the Finance Department / Purchasing open solicitation selection. Proposers are responsible for monitoring the site for any and all changes. Responses shall acknowledge changes or addendum, if any, made. Any required changes discovered after February 17, 2020 may result in delaying the proposal due date.

Any errors in the invitation or specifications not consistent with industry practices shall be identified and communicated with the purchasing agent as soon as possible so that they can be considered and addressed. Direct any such comments to kdale@columbiatn.com.

Proposal Requirements

1. Remittance letter signed by someone with the authority to act on behalf of the vendor. Include the vendor's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.
2. List of all hardware and software included with the system.
3. All warranty information.
4. At least three current references of law enforcement agencies utilizing the proposed system to include name of and contact information.

5. Explanation of the entire proposed compensation arrangement. Provide pricing broken out by:
 - a. Equipment
 - b. Initial configuration and set-up
 - c. Yearly maintenance or licensing fees expressed on a yearly basis for five consecutive years
 - d. Training
 - e. Ongoing technical support
 - f. Additional requirements or services
 - g. Availability to provide onsite demonstration of the system.

General Terms and Conditions:

The general terms and conditions for purchases of goods and services for the City of Columbia may be found in Appendix A and shall be applicable to this solicitation.

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APPENDIX A

<p style="text-align: center;">CITY OF COLUMBIA GENERAL TERMS AND CONDITIONS FOR PURCHASES</p>
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General terms and conditions are applicable to all solicitations issued by the City. General terms and conditions made be modified by the specific language of the solicitation itself.

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City if included in the request for proposals or as otherwise instructed within the proposal. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.

10. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number seventeen (17) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent in the City Manager’s Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi-year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

 - a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.
 - b. Step Two– If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agent’s response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

- (1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106."

Vendor Name: _____

Vendor Signature: _____ Date: _____