



Prepared for:
State of West Virginia

**CRFQ – ABC1700000004, DUI/Texting
Ultra Cockpit Driving Simulator**



Shown with optional rear panel assembly

Offered by:



make sure

Simulator Systems International

5358 S. 125th E. Ave., Suite C
Tulsa, OK 74146

Todd V. Roberts
Vice President, Sales & Marketing
918-250-4500

troberts@simulatorsystems.com
www.simulatorsystems.com

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WV Purchasing Division

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CRFQ Document

July 13, 2017

Department of Administration
Purchasing Division
Michelle Childers, Buyer
2019 Washington St. E.
Charleston, WV 25305

RE: CRFQ – ABC1700000004 DUI/Texting Driving Simulator

Dear Ms. Childers,

We have received a copy of your RFQ and are pleased to offer the State of West Virginia our Ultra Cockpit Driving Simulator with distracted driving system as requested.

Also, during our review of the detailed specifications, we listed certain exceptions, since the product requested does not contain these items.

During your review of our information please note we are offering two different levels of our comprehensive Traffic Safety Simulation Software, so you can choose the option that best suits your needs and budget:

- **ADVANCED Edition** – is the most comprehensive training and simulation training program available and includes the following:
 - 39 lessons with over 200 scenarios/exercises
 - Unlimited create your own Free Drive scenarios (city, expressway, country, driving range, test track)
 - Range of assessment capabilities and reports including pass/fail on **nearly 90 specific tasks** (so you know exactly where a student needs improvement), detailed reaction time testing, eco-drive assessment and **Multi-View Replay**
 - Automatic and manual transmission simulation
 - **CarSim** high-fidelity vehicle dynamics modeling,
 - **Ability to drive several different simulated vehicle classes** including compact, sedan, small and large SUV, minivan and passenger van
 - Modify the tire wear state and power train
 - Turn on/off enhanced vehicle safety systems including anti-lock brakes (ABS), traction control (TCS) and electronic stability control (ESC)

- **PREMIER Edition** – includes all of the features in our Advanced Edition, plus the following:
 - **The most immersive graphics available today** powered by our advanced gaming engine!
 - **Our new graphics feature enhanced particle effects** including natural falling snow, and rain that realistically blurs on the windshield and side windows
 - **powerful new lighting effects** that include sun glare and advanced shading
 - **Both straight line and wind gust simulation** that has a corresponding effect on the handling characteristics of the vehicle

- **Photo-textured pedestrian avatars, 3D trees and foliage** (which even blows in the wind) and more
- **New photo-realistic and photo-textured 3D vehicles including compacts, sedan, small and large SUV's, and van**
- **Enhanced detailed grading and assessment**

High Fidelity Features of our Driving Simulators Exceeds the Competition:

Each of our new simulators offer a range of features unmatched in the industry and are designed not only to be different, but *superior* to all other simulators in many ways. Our detailed proposal will outline the capabilities that distinguish our products from the competition, but here is a short summary of just a few:

- **Authentic hand-held Distracted Driving System** includes actual Android smart phones & integrated texting apps
- **Driving Under the Influence (DUI)** simulation that includes 4 different BAC levels to choose from, which negatively affect driving performance accordingly
- **Innovative Rearview Panel option** for backing and blind spot checking
- **We include dozens of crash avoidance scenarios and exercises**
- **Powerful Multi-View instant replay**, which allows the instructor and the student driver to review their errors from multiple vantage points following any completed drive
- **We offer a modern and elegant user interface that is both beautiful and easy to use.** Careful thought was taken to ensure our intuitively designed software was both powerful, and so simple to use that an operator could run it with little or no training at all. All it takes is a simple click of a mouse to load any lesson
- **Our software also incorporates a "Virtual Instructor" to narrate explain, instruct, guide and give objective feedback to the driver as he or she works through the various lessons.** This system will supplement and enhance your real classroom instructors ability to train and prepare your students for actual behind the wheel driving
- **Our graphics are the most realistic and lifelike available on the market today**
- **We offer one of the largest virtual driving worlds available** that incorporates a number of industry leading features, including 8 lane expressways and up to 6 lane wide roads in the city with 4 lanes of moving traffic in one direction
- **Our Artificial Intelligence engine that drives our automated traffic is more realistic and provides denser traffic interaction than comparable systems**

Comprehensive Performance Assessment & Detailed Grading:

Our system is designed to provide a broad range of detailed assessments and reporting capabilities that surpasses the competition. We provide different types of performance reports based on the type of driving scenario or exercise, which includes the following:

- **Detailed grading** on final drive exercises within Advanced Training and Free Drive scenarios that provides a percentage score and error itemization (*Premier Edition Software only*)
- **Pass / fail assessment on over 90 specific exercises and tasks**, so you know which areas need improvement
- **Detailed reaction time reporting** that provides the reaction distance, braking distance, stopping distance and reaction time. Tests are taken with and without ABS and in various climatic conditions to illustrate the impact adverse weather can have on your ability to stop
- **Multi-View Replay graphs** tracking accelerator & brake input, as well as vehicle speed enables the instructor to analyze whether or not student drivers are over-accelerating (jack rabbit starts), braking abruptly and anticipating upcoming risks and hazards
- **Eco-Drive reporting** provides fuel economy and emissions metrics, which is also used to help identify aggressive driving behavior

Distacted Driving System (DDS):

SSI is including our **Distacted Driving** system, which is designed to **simulate the dangers of texting while driving**. Some competitors offer this sort of capability – but not as effective as the SSI solution.

We provide actual **hand-held smart phones that include a custom texting application** that automatically sends texts to the student while driving at various time intervals, or **On-Demand** at a tap of a button!

- **Our Distacted Driving System features real Android smart phones – not a replicated phone on screen that isn't realistic**
- **No cell coverage? No problem! Our text messaging system and software is integrated directly into the simulator computer, so no cellular phone plan needed to operate the phones! If you're in an area where cell coverage is spotty, system performance won't be affected. (Other systems may require a cell phone to call in to a remote server for automated texts, which are subject to network delays and can very problematic in poor coverage areas, inside buildings, etc.)**
- **No text delays! Messages are received almost instantly**, whereas other products that depend on a cellular network can be prone to delays

- **Custom Android application for the instructor includes a database of nearly 150 pre-written text messages, which can be sent to the driver automatically, semi-automatically or on-demand at the tap of a button**

There is no better system on the market to mimic the real life dangers of texting while driving!

Behind the Wheel Training Videos:

As an added feature – SSI is including our **Safe Driver series** of videos (**7 total**) in digital format installed on each simulator.

These videos are filmed from a behind the wheel perspective in an actual vehicle, and cover many topics related to training novice drivers. All are available to be viewed by just a click of the button at each simulator station. We have included detailed information within our bid concerning these videos.

Simulator Demonstration Videos:

You can view our product videos on our corporate Vimeo page by typing in each link below, and then typing in the corresponding password.

Our Distracted Driving System video will demonstrate our standard DDS-1000, which uses an all in one Dell PC with a 24" screen. However, please keep in mind our DDS system is included and installed on the Ultra Cockpit Simulator we are offering in our proposal.

<https://vimeo.com/129600724> Ultra Cockpit
Password: *ULTRADemoSSI2017*

<https://vimeo.com/128296073> Advanced Driving Software
Password: *SoftwareDemo2017*

<https://vimeo.com/128276860> Distracted Driving System (DDS)
Password: *DDSDemo2017*

Comprehensive Warranty & Technical Support:

- Further separating SSI from the competition, our **driving simulator computer systems and monitors are covered by a 3-year, on-site warranty on DELL components** (a 1-year limited warranty on everything else).

In addition, our systems are designed to be supported remotely with little to no downtime due to the reliable USB "plug and play" wheel and pedal assemblies, and robust **business-class Dell PC's**. We provide telephone, email, Skype video, and remote software support via the internet, which ensures your simulators will achieve maximum uptime.

Furthermore, SSI's driving simulators are **designed to be easily maintained by your local IT staff, which means you won't have to purchase expensive annual service contracts anymore.** This in turn, may potentially save your city thousands of dollars each year, which **greatly reduces your purchase cost over the life of the equipment.**

Summary:

We believe the system offered in our proposal will provide a **complete training package**, and the most comprehensive suite of hardware and software features.

With over 35 years' experience in the simulation industry, we submit our systems have been thoroughly thought out to provide **the most advanced simulation experience and the most comprehensive training curriculum available** on the market today. We are confident our product delivers the complete package, offering the most features for the best value.

If you have any questions, or need additional information, please don't hesitate to contact us.

Sincerely,

Todd Roberts

Todd V Roberts
Vice President, Sales & Marketing

Simulator Systems International Qualifications & Executive Summary
5358 S. 125th E. Ave., Suite C, Tulsa, OK 74146

Point of Contact:

Todd V. Roberts, Vice President, Sales & Marketing
918-250-4500 extension 103
troberts@simulatorsystems.com

Simulator Systems International (SSI) has been an innovative leader in the driver training and testing arena, as well as the rehabilitation and assessment market for over 35 years. Based in Tulsa, OK since 1976, we have designed, engineered, manufactured and installed thousands of driving simulators throughout the United States and around the world.

We are a sustaining corporate member of ADTSEA (American Driver Traffic Safety Educational Association) and are active participants in numerous traffic safety conferences around the United States and the world.



Sport Bike and Cruiser Motorcycle Simulators

SSI is part of the ECA group of companies, which is a technology rich conglomerate of highly specialized companies that offer a broad range of technology and resources spanning such diverse fields as subsea and pipeline robotics, aviation and automotive instrumentation, air, land, and sea simulation, and defense and military robotics and electronics.

SSI and our sister affiliates, have engineered some of the most advanced training simulators available. This includes our EF Sport Bike and Cruiser Motorcycle simulators, which are the only motorcycle training simulators of their kind in the world.

SSI was awarded a contract to provide state of the art simulation for the United States Army as part of the Army's Traffic Safety Training Program (ATSTP), under which they purchased over 600 driving simulators and 35 motorcycle simulators.

Building upon this success, the United States Marine Corps then contracted SSI to build the world's first sport bike simulator, which has been used for training at various military bases.

Our advanced simulators have also been integrated into the Air Force Special Operations Command (AFSOC) motorcycle training program and were part of the U.S. Navy's training program in southern California as well.

However, our motorcycle is just one of many innovative vehicle simulation products that we've produced for our clients. Over the past few years alone we've engineered a full range of new driving simulator systems for traffic safety, risk awareness and specialized driver training and assessment. Here are just a few...



S-2000 Series Cockpit for Clinical Driver Rehabilitation and Assessment



Ultra Cockpit with Rear View Panel (another industry first feature) for traffic safety, risk awareness and defensive driver training



**3000 Series Table Top Military
HMMWV Trainer**

We also offer advanced FAA approved flight simulators for both the general and commercial aviation markets that include specialized systems for both Boeing and Airbus, as well as an array of other aircraft. We have a long and distinguished list of clients that include many of the largest commercial airlines and training schools in the world.



Airbus TST Flight Simulator



Boeing FTD Simulator

Our maritime simulator division offers equally impressive technology, and has engineered, manufactured and delivered some the most sophisticated maritime simulation systems money can buy.

Our broad line of products for both defense and commercial clients includes mine hunting, submarine and warship simulators, as well as full mission, ship handling, towboat, navigation, communication, special tasks, engine room control, and cargo handling simulators.



Full Bridge Maritime Simulator

We also design and sell a line of tactical robotics for law enforcement and military applications including reconnaissance and surveillance, tactical, and hazardous material detection (hazmat). Our products offer communication, video and control systems on the cutting edge of the industry, and boast industry first networking capabilities, video clarity, multi-touch user controls and more.



CAMELEON - modular mobile EOD robot



Python HTR - tactical robot system

Our clients include the U.S. Military, commercial airlines, municipalities and state agencies, law enforcement agencies, some of the largest driver training programs in the country, as well as hospitals and rehabilitation centers, universities, and a range of corporate clients among many others.

SSI and the ECA Group are also financially solid, and collectively employ nearly 600 talented people worldwide.

Proposal Overview:

In response to your request, we have organized our content in an easy to read, and logical order for your evaluation. We've intentionally left out excessive technical jargon and unnecessary information, but rather focused on important content and meaningful illustrations.

- I. Proposed Product: Ultra Cockpit Driving Simulator
- II. Hardware Platform Overview
- III. Interactive Curriculum & Method of Presentation and Delivery
- IV. *CarSim™* High-Fidelity Vehicle Dynamic Modeling Software
- V. Instructor Station / Monitoring & Assessing the Driver
- VI. Simplicity of Operation
- VII. Handheld Texting / Distracted Driving System
- VIII. Safe Driver BTW Training Videos
- IX. Summary & Premier Edition Screen Shots
- X. Simulator Pictures

I. Proposed Product:

Simulator Systems International (SSI) is proud to offer our advanced Ultra Cockpit Driving Simulator system to the **State of West Virginia**.

Ultra Cockpit Driving Simulator

- Ergonomic steel chassis with OEM automotive seat
- Dell Tower PC with high speed graphics card and 3 – 20" screens
- Automatic and manual transmission
- Concealed cabling and heavy duty caster wheels for moving site to site
- 39 lessons with over 200 scenarios and exercises plus the ability to create your own scenarios
- Distracted Driving System with 2 Android smart phones and auto texting app is an available option
- Logitech USB steering and pedal controls
- Custom graphics development available for side panels



II. Hardware Platform Overview:

Our driving simulators utilize the latest in computer-generated graphics technology and the most comprehensive computer-based training package available in the industry.

A powerful **Dell PC and advanced graphics card** is at the heart of our simulator, and brings plenty of power to our 3D rendering application. The system is also designed to be supported over the long term, and provide years of reliable use.



Steering Assembly:

Each system features the new G920 wheel assembly that incorporates a large **11" steering wheel with dual force-feedback motors**, which provide an authentic simulation experience.

Unlike some competitive systems that use spring tension on their steering assemblies, our force-feedback system **relays the tactile sensations associated with rough terrain or when the driver veers off the road.**

The G920 also enables the driver to adjust the steering tension to mimic the power steering feel of various vehicles.



Transmission Assembly:

Unlike most competitive systems, **we have also integrated both automatic and manual transmission capabilities into our simulator.** The driver can quickly and easily change from an automatic transmission mode, to a true manual transmission with an h-gate shifter.



The driver is able to realistically experience what it's like to **find the friction point, stall the engine and even the feel of rolling backward down a hill** when moving off uphill.

Pedal Assembly:

Like the steering assembly, the stainless steel pedals incorporate spring loaded resistance for the **accelerator, brake, and clutch** for operation in both automatic and manual transmission modes. Inserted within the face of each pedal there are rubber nodules, which provide a solid grip to the sole of any shoe.



In addition, each of the pedals are spring loaded, and mimic tension levels associated with the pedals in real vehicles. Rubber feet, as well as a retractable carpet gripping bracket help keep the pedals in place.

Automotive Functionality:

In addition to the key functions listed above, we have incorporated full automotive functionality by including the following capabilities and features:

- Seatbelt indicator
- Right and left turn signals
- Ignition
- High-beam and low-beam headlights
- Intermittent, low, and high-speed windshield wipers
- Horn
- Parking brake
- Hazard lights

Instrument Panel:

The instrument panel is displayed on the center screen and is fully functional, supplying all pertinent gauges and indicator lights to the driver such as speedometer, tachometer, lights, high-beams, turn signals, check engine, brake failure, temperature gauge, oil pressure, fuel gauge, gear selection etc.

Modularity and Warranty:

Further separating SSI from the competition, each of our systems are **covered by a 3-year warranty on all Dell components**, and a 1-year warranty on all remaining components. In addition, we utilize reliable, USB Logitech G920 steering and pedal controls, which are modular and easily swapped out if necessary. This means your new systems **can be easily maintained by your school IT personnel, making expensive annual service contracts unnecessary.**

Service and Technical Support:

We include a range of technical support that includes toll free telephone, email, Skype video support, as well as remote software support via the internet (ability to connect to a simulator remotely via the internet to provide service and support).

Installation and On-site Operations Training:

Skype video training is included at no charge with each of systems, but on-site installation and training is also a cost effective option. If on-site is selected, our SSI support team will coordinate the installation date for your equipment, and upon completion, our certified, factory technicians will perform comprehensive training on the operations of your new system with your staff. This includes going through sign-on procedures, setting up classes in your tracking software, going through driving exercises and scenarios, troubleshooting, and much more.

Super Ultra-Wide, 3 Screen Display with Extended Field of View:



Super Ultra-Wide Forward Field of View!

Each of our systems provides an actual behind the wheel perspective of what it's like to look out the windshield of an actual vehicle. However, our very popular, three screen models provide a full behind the windshield perspective, which many of our clients believe provides the most realistic simulation experience available.

This immersive panorama is designed to wrap around the driver, which assists with depth perception, and also helps them gain a better feel for the size and position of their vehicle in the virtual world. This extended FOV is especially helpful when turning at intersections, dealing with cross traffic, pedestrians and other risks.

Accurate Behind the Wheel Perspective:

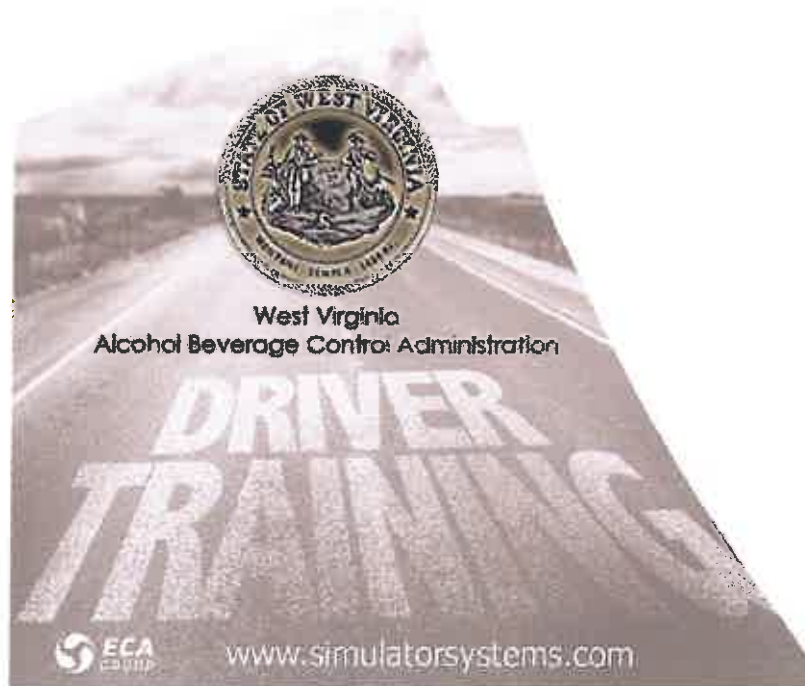
Most importantly, each of our systems accurately positions the driver on the left hand side of the car, in order to replicate an accurate behind the wheel perspective. This means the driver has more of the vehicle on the right than the left, which is important when learning how to turn corners maneuver in traffic.

Some other competitive systems may inaccurately place the driver in the center of the vehicle, which is not an actual behind the wheel perspective.

Custom Logo and Graphics:

We also offer custom graphics development for Ultra Cockpit.

Although we are happy to work with the State of West Virginia to develop and design a custom logo that meets your desires, we have crafted the following option to give you an idea of what this might look like.



III. Interactive Curriculum & Method of Presentation and Delivery:

Our interactive products have a superior method of presentation and curriculum delivery than other competitive systems. It uses enhanced computer-generated graphics to display an accurate behind the wheel perspective, enabling each driver to navigate the simulated vehicle with full control in his/her own "virtual world".

Our software features lifelike graphics, lessons, and capabilities, providing the most authentic and comprehensive training environment available. It consists of **39 lessons and over 200 driving scenarios and exercises** with enhanced capabilities. In addition, this software incorporates **engaging** interactive instruction, plus it features the ability to **create your own practice driving scenarios**.



Main Menu Screen Shot
*multiple modules

Getting Started Screen Shot
*multiple lessons per module

Moving Off Screen Shot
*multiple exercises per lesson

Please note the following features and benefits of our interactive training program:

- 6 main modules, 39 lessons, 200+ driving scenarios and exercises delivered in a methodical building block approach
- Configurable weather conditions within our vast city and country virtual environments
- Configurable traffic interaction in our city/expressway virtual environment (low, medium and high traffic settings)
- 8 lane expressways city streets with two, four and six lane roads
- Rural and mountain roads
- Adverse weather conditions like fog, rain, ice and night
- Unlimited practice driving on the expressway, city, test track and driving range
- Interactive instruction on how to use both automatic and manual transmissions



Ultra Wide Snow/Expressway Screen Shot

The quality of the visual effects offered in our simulators is superb. It gives an accurate graphical behind the wheel representation of what it's like to look out the windshield of a real car. The scenery is fully textured, high resolution, and 3 dimensional, producing life-like images. Each system incorporates full-time rear and sides view mirrors enabling the operator to continuously scan for surrounding traffic.

Each driver must interact individually with unpredictable, multi-car traffic interaction, exposing them to the rigors and complexity of driving on busy roadways. In fact, the traffic level can be configured to surround the driver with up to 50 cars of dense traffic, which is not to unlike driving in many large cities.



Ultra Wide Intersection View

Each driver is also exposed to a number of challenging and risky scenarios, whereby he/she must identify and avoid collisions and other hazardous situations. **If the driver makes a mistake or gives the wrong reaction or response, they are dealt the consequence – CRASH!** This is a very powerful benefit to fully-interactive technology; the operator or driver can actually experience the consequences of a poor decision without experiencing the resultant harm of a collision.

Our new software suite also incorporates **realistic vehicle dynamics modeling to ensure the simulator's handling, braking, accelerating and skidding characteristics accurately mimic those of a real car.** This allows each driver to truly get a feel for how a real car would handle in those circumstances if they were actually behind the wheel of a real car.

Equally or even most importantly, our simulators incorporate a curriculum package that **provides nearly three times the interactive training material as our nearest competitor,** which makes it the most comprehensive package on the market today. This "interactive" curriculum is designed to incorporate a hands-on learning approach to teaching the vitally important concepts of driver education.



Ultra-Wide City Driving Screen Shot

The following is a brief overview of our 6 main segments:

- **Getting Started (10 Lessons)** – the driver is instructed how to operate the simulator. Next, the driver is taught the **basics of car operation**, everything from dashboard controls and functions, indicator lights, pre-drive checks, starting and stopping, moving off using an automatic or manual transmission, maneuvering at slow speeds and more.



Ultra-Wide Starting in Manual Screen Shot

- **Advanced Training (11 Lessons)** – once the driver has an understanding of the basics, we expose them to more **complicated, real life driving scenarios**. This is where the driver is instructed how to make proper lane changes (entering/leaving a lane), rules of intersections, turning left and right, merging and more. Traffic density for each of these modules can be adjusted before the lesson begins from none, low, medium and high.



Ultra-Wide Expressway Driving at Sunrise Screen Shot

- **Night Driving (7 Lessons)** – 90% of the decisions we make while driving are based upon what we see, which makes driving at night more challenging. The objective in night driving is to instruct the drivers on the importance of using the proper lighting to maximize visibility, in order to **identify potential risk and hazards sooner, giving them more time to react**. The driver is put through a series of driving scenarios on rural, two-lane country roads, with lessons on identifying potential hazards and crash avoidance.



Ultra-Wide Night Driving Screen Shot

- **Braking and Safety Distances (5 Lessons)** – this segment was created to teach drivers the importance of a proper space cushion and how to brake safely in different driving scenarios. The driver will hone in their **braking and space cushion skills while driving on dry, wet and icy roadways with both ABS and non ABS braking systems**. We also include a number of customizable accident avoidance scenarios, which help build the critical driving skills necessary in mitigating risky situations.



Accident Avoidance Scenarios

Scenario Configuration

Instant Drive Feedback

- **Risk Awareness (6 Lessons)** – is a compilation of multiple aspects from the previous segments and is designed to **strengthen the driver's safe driving habits**. Inside of this segment the driver will be taught how to combine their skills and stay focused while driving in complex situations. The driver will be able to complete several driving exercises that include risky situations crash avoidance.



Ultra-Wide Risky Situation Screen Shot

- **Free Driving (Unlimited)** – allows the driver to create his / her own scenarios in seconds! Select the amount of traffic, weather conditions, time of day, visibility, as well as the type of vehicle, and driving environment: driving range, test track, city or county.



Ultra-Wide Configuration Screen Shot

There isn't a more comprehensive training and curriculum package available.

IV. CarSim™ Software:

In addition, SSI along with our partner, Mechanical Simulation Corporation, is proud to offer *CarSim™* high-fidelity vehicle dynamic modeling. *CarSim™* is the world's most trusted vehicle simulation platform for dynamics, performance, development and testing. SSI is the exclusive provider of *CarSim™* software in the driver training market.

*Vehicle Dynamics
powered by*

CarSim™
Mechanical Simulation

The *CarSim™* math models are built on decades of research in characterizing vehicles and reproducing their behavior with complex mathematical models. These system-level vehicle simulation tools use highly efficient custom math models and are used at over 30 car and truck OEMs, over 60 supplier companies, and over 150 universities and research labs.



Multiple Vehicle Models:

CarSim™ not only provides accurate vehicle dynamics modeling, but it also allows for different vehicle selection, which will include compact cars, mid-size sedans, small SUV, large SUV, and delivery van. These new, Premier vehicles are photo-realistic, and can be driven in any lesson:



Configurable Vehicle Features:

Paired with our comprehensive training curriculum, this expanded *CarSim™* capability allows the instructor to fine tune their training by illustrating the different handling characteristics of various types of vehicles.



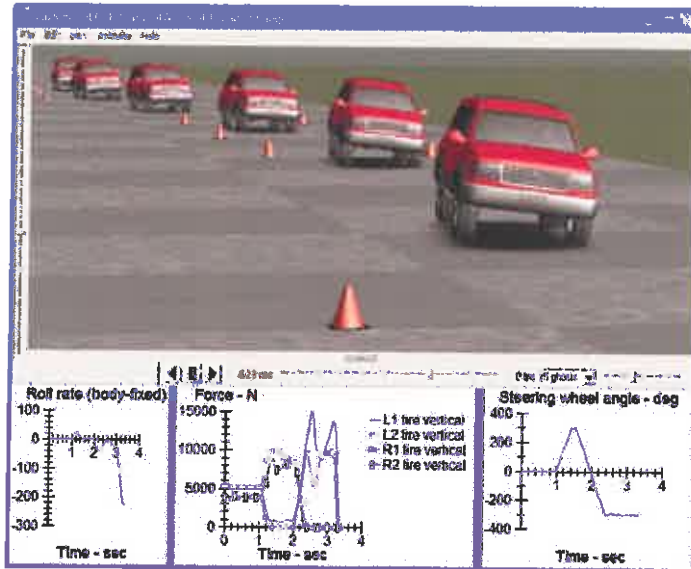
Configurable vehicle features include:

- Electronic Stability Control (ESC)
- Anti-lock braking System (ABS)
- Traction Control System (TCS)
- Powertrain models
- Drivetrain controls
- Steering models
- Tire models
- Weight distributions

Rollover:

For example, the body roll of an SUV and that of a compact car can be dramatically different while driving an identical evasive maneuver due to the differences in their center of gravity, weight, suspensions, etc.

Having the ability to experience the handling differences in a virtual world could prove to be quite valuable for a driver who may have to react in a moment's notice in the real world. This software allows the instructor to better prepare the student for real-life driving experiences, helping create a safer driver.



V. Instructor Operator Station:



Following the same philosophy we built into our driver training software – intuitive and user friendly, yet powerful operation – our ***Instructor Operator Station (IOS)*** is designed to simple in both form and function.

In order to achieve our goal of making our advanced simulators so easy to use that the operator could run it without any formal training, we incorporated an icon-based user interface with simple point and click operation. Yet, we still provide the instructor the ability to control multiple facets of each simulation exercise in real time including:

Our IOS offers both laptop and PC console configurations depending on the preference of our client, and will include all computer hardware and ancillary components, networking, software and printer. This system has been engineered to support multiple simulators from a single ***IOS***, and will be able to offer the ability to print reports, and store / retrieve data.

Method of Monitoring & Assessing the Driver:

Our simulators monitor the progress and the performance of each driver for the instructor. The system keeps track of errors and gives an assessment to the driver at the end of each chapter. For example, it will instruct and give timely feedback to the driver if they are coming out of his/her lane, failing to signal, speeding, improper shifting, not checking blind spots, etc. – ***in real time!***

The system is designed to clearly communicate to each driver in the form of graphical icons, verbal narration, and written text on screen. Each system operates autonomously, but can also be networked to an instructor's computer so the instructor has record of what lessons they have completed and their corresponding assessments.

Each student is assigned their own password-protected account, which they access by using the mouse. Once they have signed on, the system does the rest. The instructor's console computer keeps track of where each individual student is at any given time.

Various Reporting Available:

Our software utilizes an array of reporting capabilities that include driver feedback and assessment. These reports range from **pass / fail for specific topics and exercises**, to **error summaries that include the number of major violations** such as collisions, speeding, lane violations, missed turn signals, dangerous intersection crossings, etc., to **detailed final drive assessments** that tracks dozens of possible errors, and provides corresponding point deductions per error and a **percentage score (Premier Edition only)**, as well as **detailed brake reaction time testing, Eco-Drive assessment** and more.

The following screen shots are provided to illustrate the various kinds of reports and assessment provided with our simulator (some only offered on Premier Edition Software):

Student Name: M M
Date: Tuesday, May 16, 2017 23:12:31
Lesson:
File Name: GradingReport_110_D1_2_20170516_231231.html

Remarks	Frequency	Points Deducted
Did not stop/ stopped too forward of a stop sign	1	-75
Failed to Stop at Red light	2	-150
Had collision with moving object	1	-100
Improper turn signal at lane change or intersection	5	-25
Not stopping when yellow traffic light is "stale"	2	-4
Improper lane position while driving	1	-1
OVERALL SCORE		0%

Failed to stop at stop sign	T 06:44 F 24352
-----------------------------	-----------------

Failed to stop at Red light	T 11:56 F 43073
	T 16:13 F 58625

Did not stop when yellow traffic light is stale	T 07:43 F 27894
---	-----------------

Improper turn signal at lane change or intersection	T 09:33 F 1977
	T 12:24 F 44802
	T 12:24 F 44833
	T 16:36 F 80025
	T 17:03 F 61611

Not stopping when yellow traffic light is stale	T 02:10 F 7826
	T 13:31 F 48851



Safety, Simplicity, Innovation

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Assessment Results

Speed:	54.3 mph
Reaction time:	1.2 s
Stopping distance:	168.6 ft
Speed at collision:	46.9 mph
Additional space cushion needed:	93.0 ft



Click and drag the scenario



Crash at 46.9 mph

Free fall of 7 floors

Assessment score

Category	Score	Penalty
Driving time: 3 min 35 sec		
Seatbelt not fastened		0 min 5 sec
Unsafe space cushion	13	4 min 20 sec
Missed turn signals	0	
Driving off the side of the road	0	
Dangerous intersection crossings	0	
Speeding violation	0	4 min 5 sec
Lane positioning errors	2	4 min 5 sec
Not following the intended route	0	
Crashes	0	
Risky events	0	

Objective	Completed	Number of attem.	Total duration	Driving duration
The basics				
Introduction	No	0	0:00:00	0:00:00
Demonstration	No	0	0:00:00	0:00:00
Exercise	No	0	0:00:00	0:00:00
Passing traffic				
Introduction	No	0	0:00:00	0:00:00
Demonstration	No	0	0:00:00	0:00:00
Exercise	Yes	1	0:02:16	0:01:37
Passing other vehicles				
Introduction	No	0	0:00:00	0:00:00
Demonstration	No	0	0:00:00	0:00:00
Exercise	No	0	0:00:00	0:00:00
Pedestrians and others on the road				
Introduction	No	0	0:00:00	0:00:00
Demonstration	No	0	0:00:00	0:00:00
Exercise	No	0	0:00:00	0:00:00
Stepping				
Introduction	No	0	0:00:00	0:00:00
Demonstration	No	0	0:00:00	0:00:00
Exercise	No	0	0:00:00	0:00:00
Review				
Driving	No	0	0:00:00	0:00:00

Multi-View Replay:

Another powerful feature offered as part of our simulators is the instructor’s ability to replay and review an entire exercise or driving scene. Each lesson the driver’s performance is automatically recorded, and upon completion of the drive, the instructor can go into instructor’s mode to analyze the driver’s performance from a 360° field of view. We call this feature “Multi-View” because you can observe the driving performance from different perspectives, as well as from the behind the wheel. The instructor can then use the replay to instruct a single driver or for a demonstration for the entire class.



Screen shot of Multi-View Replay – Drivers Perspective



Screen shot of Multi-View Replay – Overhead Perspective

Eco-Drive Assessment System:

SSI is proud to offer our Eco-Drive Assessment System, which has been specifically designed to provide detailed feedback on the fuel consumption characteristics of each driver's performance.

This feature enables the instructor to develop the critical, economical driving habits in new drivers, which many believe is more effective than trying to change aggressive driving habits later in life. By incorporating this timely feedback, we also promote a green – eco-friendly environment, by reducing CO2 emissions



and overall fuel consumption. Eco-Drive Assessment System includes feedback on:

- Total fuel consumption
- Total CO2 emission
- Average MPH
- Average RPM
- Average CO2 emission
- Average fuel consumption
- Fuel economy

VI. Simplicity of System Operation:

Our simulators are quite possibly the easiest simulators, driving or otherwise, to operate on the market today. The units are engineered to operate completely by the use of a mouse. No need for a keyboard to run the simulator, which means our simulators offer simplicity second to none.



Ultra Wide Driving in Fog through Construction Screen Shot

Each driver is assigned their own password-protected account, which they access by using the mouse. Once they have signed on, the system does all the rest. It monitors each driver and gives a performance assessment at the end of each chapter. The instructor's computer keeps track of where each individual driver is at any given time and records his/her progress.

VII. "Dangerous Driving" DDS Handheld Texting System:



In our proposal, we are also including 1 of our "Dangerous Driving" handheld texting systems at no additional charge. This unique system is designed to simulate the dangers of texting while driving, particularly when holding a device in the driver's hand. The DDS incorporates actual smart phones – one for the instructor and one for the driver - that realistically replicates the distraction caused by attempting to read and send text messages while driving.

How does it work?

Our Distracted Driving system uses SSI developed, easy-to-use software that automatically sends texts to the driver's handheld device from the instructor handheld device. This software requires no customer supplied cell phone plan or other network communications, since the simulator has this capability built-in. This means lower costs – and texts that are not delayed due to any lag in the cellular network.

The Instructor handheld runs a proprietary SSI Android application, which enables automated texts to be sent to the driver at defined or random time intervals, or "on-demand" whenever

instructor so chooses. The instructor can also manually type and texts if he/she so desires. Automated texts can be either "teen/young adult" or "corporate" themed to add additional realism. The program includes hundreds of pre-written text messages, and the instructor can modify or rewrite any of the texts within in our text database.

The driver's smart phone also runs a specialized texting app, but requires no cell phone plan to operate. The driver receives texts from instructor device, which provides a ring tone and/or vibrate notification once received. The driver can then type and send text responses back to the instructor while driving.

The simulator software tracks the errors made during the drive, including lane violations, speeding errors, missed turn signals, space cushion violations and collisions, and provides the error summary to the driver and instructor for review.

DDS Highlights:

- Includes authentic smart phones with integrated text messaging system
- Young adult and Corporate themed text message database
- No cell coverage? No problem! Text messaging communication system integrated into simulator PC
- Adjustable time intervals for sending automated messages
- Send random messages or on-demand
- Manually type in your own message
- No cellular plan needed
- No text delays

The objective of the driving exercise becomes obvious – drivers cannot safely text and drive at the same time!

VIII. Safe Driver BTW Training Videos:

In addition to the comprehensive simulator software and interactive training exercises built into our driving simulators, our system also includes our Safe Driver BTW Training video series!

These videos were filmed behind the wheel of an actual vehicle, and are narrated just as if the instructor was riding alongside the student. These videos incorporate computer generated animation and graphics, which are used to illustrate important topics and concepts. Each simulator will have an embedded copy of our complete 7 volume set, which includes:

- Fundamentals of Vehicle Control
- Turning and Parking Maneuvers
- City Streets
- Expressways
- Identifying and Avoiding Conflicts
- IPDE: Identifying Hazards
- Negotiating Intersections



Computer generated graphics and illustrations integrated throughout



Screen capture identifying upcoming hazards, and also highlights the importance of scanning your rearview mirror as well



Includes driving in a wide range of environments including parking lots, congested city streets, expressways and more

IX. Summary:

The value of our method of presentation and the quality of the learning experience can be described in one word – *superior*. It gives each driver the opportunity to learn and get a “feel” for how a real car handles and performs in various life-like conditions. It gives the sense of consequence to the driver, without actually submitting them to harm. It’s technologically advanced approach and interactive exercises immerse the driver increasing their retention, performance and overall participation in the program.

Our simulators provide advanced fully interactive simulation technology, real vehicle dynamics modeling and vivid graphics for simply the best value on the market – bar none.

Additional Premier Edition Driving Scenes:







Ultra Cockpit Simulator (shown with optional rear view panel):









Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 27 - Miscellaneous

Proc Folder: 334604

Doc Description: DUI/Texting Driving Simulator

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-06-27	2017-07-18 13:30:00	CRFQ 0708 ABC1700000004	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Simulation Systems International
 5358 S. 125TH E. AVE, Suite C
 Tulsa, OK 74146
 918-250-4500

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN #

73-1342669

DATE

7-13-17

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of: West Virginia Alcohol Beverage Commission to establish a contract for the one-time purchase of purchase, training, and warranty of a portable DUI/Texting driving simulator. The simulator package will involve the development of custom driving under the influence (DUI)/Texting scenarios, training, and all texting hardware and software. The simulator must be the same or equal to the 2016 (or newer) Ultra Cockpit Driving Simulator with Distracted Driving System of Simulator Systems International. "Or Equal".

INVOICE TO		SHIP TO	
ACCOUNTING DEPARTMENT ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR 900 PENNSYLVANIA AVE CHARLESTON WV25302 US		ABCA WAREHOUSE HUB INDUSTRIAL PARK 97 INDEPENDENT AVE NITRO WV 25143 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	DUI/Texting Driving Simulator	1.00000	OR	<i>See attached pricing</i>	

Comm Code	Manufacturer	Specification	Model #
25191736	<i>Simulator Systems International</i>		<i>Ultra Cockpit Driving Simulator and DDS system</i>

Extended Description :


The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) to establish a one time purchase to provide the WVABCA with a DUI/Texting Driving Simulator per the specifications and instructions contained in the solicitation.

EXHIBIT "A"
 PRICING PAGE
 West Virginia Alcohol Beverage Commission
 DUI/Texting Driving Simulator

Item	Specification	Description	(Or Equal) Brand Bid	Unit of Measure	Unit Cost	Qty	Extended Cost
1	3.1	DUI/Texting Simulator - 2016 (or newer) Ultra Cockpit Driving Simulator with Distracted Driving System of Simulator Systems International (Or Equal) 2017 Advanced Software Edition		Each	\$ 14,500.00	1	\$ 14,500.00
SUB TOTAL BID AMOUNT							\$ 14,500.00

Shipping (not required if choosing optional on-site Delivery / Training)	\$ 995.00
Optional Upcharge for 2017 Premier Software Edition	\$ 2,000.00
Optional On-site Delivery / Training	\$ 2,495.00
Optional IOS Station	\$ 1,650.00
Optional Rearview Panel	\$ 6,200.00
Standard Remote Support	\$ 1,000.00
Optional On-site Support	\$ 1,500.00

Company Name: Simulator Systems International

Contact: Todd Roberts 

Street Address: 5358 S 125th E Ave, Suite C

City, State, and Zip: Tulsa, OK 74146

Phone Number: 918-250-4500

Fax Number: 918-250-4502



Simulator Systems International
 5358 S. 125th E. Ave., Suite C
 Tulsa, OK 74146

Detailed Price Quote prepared for: CRFQ ABC - 170000004

State of West Virginia - West Virginia Alcohol Beverage Control Administration
 Charleston, WV

7/13/2017

2017 Ultra Cockpit and DDS Distracted Driving / DUI System:

Software Specifications:

Fully-interactive driving environment with high-resolution, fully textured 3-D imaging of scenes	included
DDS Android automatic texting application, with the ability to send manual texts	included
Teen and corporate text database with over 200 text messages, with the ability to modify any text	included
Ability to modify the time interval for sent text, or send automated texts on-demand	included
DUI Simulation with selectable B.A.C. levels	included
SSI's Traffic Safety Simulation Software - 39 fully interactive training simulation / assessment programs	included
200+ driving scenarios and exercises	included
Crash avoidance, adverse weather conditions, night driving and DUI scenarios	included
"Quick-Check" left / right blind spot testing system	included
Adjustable rear and side mirror views with realtime images	included

Hardware Specifications:

Dell Tower PC and 3 - 20" wide screen LED monitors	included
Steel chassis with fixed base, Logitech steering and pedal controls	included
Automatic and gated 5-speed manual transmission	included
Working simulated windshield wipers, high and low beam headlights, turn signals, etc.	included
Seat belt & parking brake controls, headlights and hazard lights control switches	included
(2) Touch screen Android devices with integrated instant messaging / texting application	included
Custom logo decals for Ultra Cockpit	included

Warranty and Service:

3-Years on Dell components & 1 year on all other components	included
*(Dell Type 3 Contract - Next Business Day Parts and Labor On-Site Response with remote diagnosis. 3-year coverage applies to all applies to Dell components performed by Dell certified technicians . All other components are covered under a 1-year manufacturers warranty)	

Pricing per Unit:

	<u>Advanced Software Edition</u>	<u>Premier Software Edition</u>
Ultra Cockpit Driving Simulator INCLUDING DDS Distracted / DUI system	\$14,500	\$16,500

Shipping:

Shipping, packaging, insurance (requires receiving dock delivery or forklift)	\$995
<i>Shipping charges included if optional on-site installation is selected</i>	

Optional Items:

On-site installation and instructor operation training (<i>includes shipping charges for selected product</i>)	\$2,495
Instructor Operator Station (IOS) - inc. Dell laptop, IOS software, printer, wired CAT5 networking, hub	\$1,650
Rearview Panel for Ultra cockpit (custom steel chassis, dual monitors, ancillaries, shipping)	\$6,200

Training & Support:

Email and toll-free telephone support (1 year)	included
Skype video training (<i>upon setup if on-site not chosen</i>) and remote software technical support (1 year)	included

Standard Remote Support Agreement – Annual Price:

Annual service and support contract for driving simulator system with remote technical assistance from our team, including email, telephone, Skype video and remote software support via the internet, and up to \$300 in parts. (Coverage does not apply to any Dell components, which are covered under a separate manufacturer's warranty).	\$1,000
--	---------

On-site Support Option – Price per Visit:

In the unlikely event that we are unable to coordinate the repair of your system remotely by sending interchangeable parts, and with the assistance of our technical support team using telephone, email, or Skype Video, SSI also offers the following on-site service and support option.

On-site service and support for driving simulator system, including up to 6 hours on-site and up to \$300 in parts. (Coverage does not apply to any Dell components, which are covered under a separate manufacturer's warranty).

\$1,500

Notes:

1. Quote valid 90 days.
2. Delivery 30 - 60 days ARO
3. Prices quoted do not include state, or any other sales taxes



Vice President, Sales & Marketing

Simulator Systems International, Inc.

Exceptions to Bid Terms and Conditions

State of West Virginia CRFQ 0708 ABC 170000004

Page 16, Item 16: SSI cannot be responsible for remittance of sales or any other taxes, this is the sole responsibility of the State of West Virginia.

Page 24, Item 3.1.1.2 and 3.1.1.6: The steering / pedal system offered on the Ultra Cockpit Driving Simulator (UCDS) uses a commercial off-the-shelf Logitech G920 product. This item offers turn signals and gear selection activated by push buttons located on the steering wheel which is different from a classic automotive "style" configuration, but still intuitive. The G920 pedal system offers an accelerator, brake and clutch (which allows for manual transmission use) mounted within a self-contained pedal box, and provides similar functionality of an automotive "style" system.

Page 25, Item 3.1.2.1: The UCDS offers stereo sound using an integrated Dell Computer sound bar system.

Page 26, item 3.1.2.4 b) the UCDS does not offer sounds for thunder and ice.

Page 28, Item 3.1.4.16: The UCDS offers 6 main categories under the Risk Awareness section; Introduction, Search, evaluate and execute, Predicting behavior, Dividing and focusing attention, Safe Driving, and Risky situations. Under each are various lessons, some containing certain events and risky situations. Depending on how each of these events may be "counted" may or may not constitute 75 "driving scenarios". In addition the UCDS offers many other driving scenarios throughout the driving simulation software and includes also Free Driving that provides unlimited "risk" since operator must properly navigate with interactive traffic and various weather and environmental conditions, and / or other obstacles or risk collision thereof.

Page 29, Item 3.1.4.17: The UCDS does not offer any Owner / Agency configurable crash avoidance scenarios as standard. If so desired, certain custom Owner / Agency scenarios can be developed at additional cost depending on complexity and associated development time.

Page 31, Item 3.1.8: Warranty offered as per Standard SSI Warranty Terms and Conditions (included).

Page 34, Item 7.1.2: Excepting above exceptions.

REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator

8. MISCELLANEOUS:

- 8.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Todd Roberts

Telephone Number: 918-250-4500 Ext 103

Fax Number: 918-250-4502

Email Address: troberts@simulatorsystems.com

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Todd Roberts, Vice President sales & Mktg

(Name, Title)

Todd Roberts, Vice President, Sales & Marketing

(Printed Name and Title)

5358 S. 125th E. Ave., Suite C, Tulsa, OK 74146

(Address)

918-250-4500, ext 103, 918-250-4502 Fax

(Phone Number) / (Fax Number)

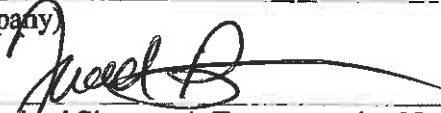
troberts@simulatorsystems.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Simulator Systems International, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Todd Roberts, Vice President, Sales & Marketing

(Printed Name and Title of Authorized Representative)

7-13-17

(Date)

918-250-4500 Ext 103, 918-250-4502 Fax

(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Simulator Systems International

Authorized Signature: [Signature] Date: 7-13-17

State of Oklahoma

County of Wagoner, to-wit:

Taken, subscribed, and sworn to before me this 13th day of July, 2017

My Commission expires June 15, 2021

AFFIX SEAL HERE

NOTARY PUBLIC Christine Waters



EXHIBIT C - WARRANTY AND SUPPORT

Simulator Systems International, Inc. Driving Simulation Systems Limited Warranty and Support

If you are in need of service and/or support, please use the following steps in order to determine which vendor you are to call for assistance:

1. If you are experiencing a problem with any of your Dell manufactured computer components including the computer CPU, LCD monitor(s), keyboard, mouse, speakers, or included Microsoft Windows operating system for prompt response please contact Dell Technical Support.
2. If your system is experiencing a problem related to the SSI simulation (or distracted driver software – if so provided), or if your Logitech steering and pedal control, or your Android handheld devices (if so provided) are not operating properly, for prompt response please contact Simulator Systems International (SSI) at 918-250-4500.

Dell Component Warranty:

A limited Dell (3) year warranty is provided with your computer system and monitors and covers certain Dell factory component parts and other items. Check Dell website for full warranty information. www.dell.com.

Logitech G920 / G27 / Mobile Android Devices (if so provided) Warranty

Some SSI simulators use the Logitech G920 / G27 steering / pedal system and Android cell phone devices. Such devices are covered exclusively under their respective manufacturer's warranty for a period of (1) year. SSI will assist in troubleshooting these devices, but repair or replacement is provided by the each respective manufacturer's terms and conditions.

SSI Specialized Hardware

SSI provides specialized hardware on some simulators including frame components / seats, etc. Such items are warranted by SSI for a period of (1) year.

SSI Simulator / DDS Software

SSI's curriculum and training / simulation software packages included with each of our simulator products are provided "as-is" with no representation or certification to fulfil any Customer purpose or use and are designed to operate substantially as described in provided SSI literature and technical documents. Such software and training packages are licensed only for its intended use within our simulator system provided hardware. SSI grants the customer an exclusive, non-transferrable license to use such software. Reproduction or distribution of this proprietary software is strictly prohibited. The SSI software is integrated with commercially available third-party operating systems and peripheral driver and vehicle dynamics software – all, which are fallible and can cause incompatibilities and inconsistencies in operation and performance. The customer is expected to maintain the computer system integrity and refrain from installing any other SSI non-approved ancillary programs or drivers on the computer system or changing configuration and other system operating settings.

The CarSim ancillary vehicle dynamics modeling software (which may be optionally included with the SSI Simulator) is provided with an exclusive non-transferrable license, and is regulated by various export regulations and certifications (ITAR and other).

Warranty coverage will not be granted if the defect or malfunction was caused by accident, abuse or misuse, negligence, improper modifications or service. There are no warranties that extend beyond the description contained in this warranty.

The warranties contained are limited in duration. No warranty either expressed or implied will apply after this period and no other terms or conditions prevail or supersede. The foregoing is SSI's sole responsibility under this warranty, there are no other express or implied warranties including the warranty of merchantability, and all liability for incidental or consequential damages is expressly disclaimed.

SSI Setup / Training / Support / Contact Information:

SSI provides either web-based or on-site training and/or setup for these products depending on what specific training and setup was purchased by the customer.

Skype web-based training requires the customer to have standard high speed connection to the internet.

SSI will provide telephone, email and software technical support for the SSI Driving Simulator products (and Distracted Driver system – if so provided) for (1) year for all SSI trained customer personnel.

If technical support is needed, you can contact our service / support dept at the following:

Telephone: 918-250-4500 (select option 3 when connected to the automated attendant)

Email: support@eca-ssi.com



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 27 — Miscellaneous

Proc Folder: 334604

Doc Description: DUI/Texting Driving Simulator

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-06-27	2017-07-18 13:30:00	CRFQ 0708 ABC1700000004	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of: West Virginia Alcohol Beverage Commission to establish a contract for the one-time purchase of purchase, training, and warranty of a portable DUI/Texting driving simulator. The simulator package will involve the development of custom driving under the influence (DUI)/Texting scenarios, training, and all texting hardware and software. The simulator must be the same or equal to the 2016 (or newer) Ultra Cockpit Driving Simulator with Distracted Driving System of Simulator Systems International. "Or Equal".

INVOICE TO		SHIP TO	
ACCOUNTING DEPARTMENT		ABCA WAREHOUSE	
ALCOHOL BEVERAGE CONTROL COMMISSION		HUB INDUSTRIAL PARK	
4TH FLOOR		97 INDEPENDENT AVE	
900 PENNSYLVANIA AVE		NITRO	WV 25143
CHARLESTON	WV25302	US	
US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	DUI/Texting Driving Simulator	1.00000	OR		

Comm Code	Manufacturer	Specification	Model #
25191736			

Extended Description :

The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) to establish a one time purchase to provide the WVABCA with a DUI/Texting Driving Simulator per the specifications and instructions contained in the solicitation.

ABC1700000004	Document Phase Draft	Document Description DUI/Texting Driving Simulator	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 5, 2017 at 10:00 AM EST

Submit Questions to: Michelle L. Childers, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: michelle.l.childers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: July 18, 2017 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
 - 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of ~~West Virginia Alcohol Beverage Commission~~ to establish a contract for the one-time purchase of purchase, training, and warranty of a portable DUI/Texting driving simulator. The simulator package will involve the development of custom driving under the influence (DUI)/Texting scenarios, training, and all texting hardware and software. The simulator must be the same or equal to the 2016 (or newer) Ultra Cockpit Driving Simulator with Distracted Driving System of Simulator Systems International. "Or Equal".

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" means DUI/Texting Simulator as more fully described by these specifications.

 - 2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 "LCD"- Flat panel display using light emitting diodes to display video

 - 2.5 "LED"- Flat panel display using liquid crystals to display video

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below for the DUI/Texting Simulator. The simulator must be the same or equal to the 2016 (or newer) Ultra Cockpit Driving Simulator with Distracted Driving System of Simulator Systems International. "or Equal".
 - 3.1.1 **Cockpit**
 - 3.1.1.1 The cockpit must provide an adjustable automotive driver's seat that slides forward and back, reclines and incorporates a 3-point seatbelt.

REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator

- 3.1.1.2** The cockpit must provide an automotive style steering wheel, with automotive style turn signals, automotive style gear shifter, functional high and low beam headlights, functional intermittent, low, and high speed windshield wipers, functional hazard lights, and ignition.
- 3.1.1.3** The cockpit must provide an automotive style instrument panel containing a speedometer and fuel gauge. This can be contained in the screen display (Item 3.1.1.4) or separate hardware.
- 3.1.1.4** The cockpit must provide a front windshield monitor that will allow for input of visual driving conditions controlled by the provided software.
- 3.1.1.5** The cockpit must provide a right and left side window that will allow for input of visual driving conditions controlled by the provided software.
- 3.1.1.6** The cockpit must provide an automotive style accelerator pedal and brake that simulate the operation of a real vehicle.
- 3.1.1.7** The cockpit must be mounted on frame equipped with at least 4 lockable caster wheels to allow for easy movement and facilitate transportation of the system.
- 3.1.1.8** Cockpit, with screens detached, must fit through a thirty (30) inch doorway.
- 3.1.1.9** Cockpit and attached screens must be no longer than seventy-two (72) inches to facilitate transportation.
- 3.1.1.10** Cockpit must not weigh no more than two hundred fifty (250) pounds to facilitate movement and transportation.
- 3.1.1.11** There must be a minimum of three (3) wide-angle 18" LED or LCD total screens in a wrap-around display to display the driving environment.

REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator

3.1.1.12 The simulator cab must be full-size, with a minimum of fifty-five (55) inches of shoulder room and forty-one (41) inches of leg room and incorporate all steel construction – with no wood, or wood by products used anywhere in the construction of the unit.

3.1.1.13 The simulator cab must include built-in, lockable computer cabinets to house the system's PC, that contains and runs the system's software, preventing unauthorized access of the computer system.

3.1.1.14 The interior rear-view mirror and both side-view mirrors must be continuously displayed on the monitors enabling proper scanning techniques.

3.1.1.15 The rear-view mirrors must be adjustable, allowing the driver to position the mirrors in the correct driving position and they must be fully interactive and display real time traffic interaction.

3.1.2 Simulator Sound System

3.1.2.1 The simulator must be equipped with speakers that are completely capable of creating surround sound environment.

3.1.2.2 The simulator sounds must mimic vehicle operation sounds heard within the cab of an actual vehicle consisting of the following:

- a) Engine sounds
- b) Transmission sounds
- c) Acceleration sounds
- d) Braking sounds.
- e) Skidding

REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator

3.1.2.3 The simulator must mimic exterior road noises heard with in the cab of an actual vehicle consisting of the following:

- a) Road surface (gravel, blacktop, dirt)
- b) Potholes
- c) Speed bumps and curb contact.

3.1.2.4 The simulator must mimic exterior noises heard within the cab of an actual vehicle consisting of the following:

- a) Collisions
- b) Weather (wind, rain, thunder and ice)
- c) Emergency vehicle sirens
- d) Passing vehicles
- e) Car horns

3.1.2.5 Volume control must be located externally to adjust the output of the console speakers or headphones.

3.1.2.6 External audio speakers must provide clear sound, but operator headphones are also included for silent operation.

3.1.3 Simulator Vehicle Control Programming

3.1.3.1 The simulator steering and braking must be controlled by the programing software to allow for the following:

- a) Adjustment by the instructor of reaction time to mimic the effects of higher blood alcohol content (BAC).
- b) Adjustment by the instructor of reaction time to mimic the effects of adverse weather conditions.

3.1.3.2 The simulator must include an automatic transmission.

3.1.4 Simulator Software

REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator

- 3.1.4.1 The simulator software must allow the instructor to control the weather conditions experienced by the driver in the simulator.
- 3.1.4.2 The simulator software must allow the instructor to control the blood alcohol content (BAC) experienced by the driver to simulate the negative affects alcohol has on the driver's ability to react. This must include driving scenarios configured with various BAC levels which emulate degraded driving ability and delayed reaction times.
- 3.1.4.3 The simulator software must allow the instructor to control the lighting condition from daytime, night time, fog, rain, or snow being experienced by the driver.
- 3.1.4.4 The simulator software must allow the instructor to control the driving environment from urban to rural being experienced by the driver.
- 3.1.4.5 The simulator software must allow the instructor to control the driving terrain from mountain terrain to flat terrain being experienced by the driver.
- 3.1.4.6 The simulator software must allow the instructor to customize to reflect driving conditions as experienced on interstates, 2 lane roadways, residential, highways and streets found throughout West Virginia with the driving scenarios.
- 3.1.4.7 The simulator software must allow for future upgrades and enhancements if and when available up to one year.
- 3.1.4.8 The simulator software must allow for the operation of handheld cellphone operation integrated into the scenarios.

REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator

- 3.1.4.9** The simulator software must provide feedback for automobile collisions, such as; collision noise and visual effects.
- 3.1.4.10** The simulator software must be installed and fully tested by the vendor to meet specifications contained herein of the requirements contained in these specifications.
- 3.1.4.11** All systems must include unlimited use license allowing as many drivers to use without having to pay additional annual or per user software license fees if owned and operated by the State of West Virginia.
- 3.1.4.12** All systems must operate using fully-interactive, computer generated driving environment, high resolution of 720p or higher, fully-textured and 3-dimensional graphics and imaging of scenes.
- 3.1.4.13** The system must operate using a PC based computer using current Windows Operating System.
- 3.1.4.14** The system must provide dense traffic interaction that is programmed to use an artificial intelligence modeling system, which will require some vehicles to drive more passively and others to react more aggressively, accurately mimicking urban driving conditions.
- 3.1.4.15** The system must provide the capability to select the amount of interactive traffic incorporated into the driving scenario from none, low, medium or high traffic to mimic driving in congested cities.
- 3.1.4.16** The software must include at a minimum seventy-five (75) risky driving scenarios, such as; swerving vehicles, road hazard debris, pedestrians, and animals entering the roadway that deal specifically with hazard perception and risk assessment. The risky scenarios will put the driver in situations with pedestrians, other vehicles, animals, etc.

REQUEST FOR QUOTATION
Portable DUV/Texting Driving Simulator

- 3.1.4.17** The software must include a minimum of ten (10) Owner/Agency configurable crash avoidance scenarios including head on collisions, rear end collisions, failure to yield, pedestrians, motorcycles, etc.
- 3.1.4.18** The software must include high-fidelity vehicle dynamics modeling, meaning it must accurately mimic the accelerating, braking and handling characteristics of the simulated vehicle for a fixed base platform.
- 3.1.4.19** The software must allow the driver to select various simulated vehicle types including: compact car, mid-size sedan, small SUV, large SUV and van. This will enable the driver to better understand how different vehicles handle in various situations.
- 3.1.4.20** The software must allow the driver to configure the simulated vehicles antilock braking system (ABS).
- 3.1.4.21** The software must monitor the driver on numerous driving errors including, speeding, lane position, seat belt operation, collisions, space cushion, checking blind spots, etc.
- 3.1.5 Hand Held Cellphone**
- 3.1.5.1** The system must include two (2) touchscreen smart phones; one for the instructor and one for the student. On-screen replicated cell phones are not acceptable.
- 3.1.5.2** The hand-held cellphone must be linked to the simulator software to create messages for the driver.
- 3.1.5.3** The hand-held cellphone must display the messages from the simulator software.

REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator

- 3.1.5.4 The hand-held cellphone must allow and require the driver to text messages back to the simulator software.
- 3.1.5.5 The hand-held cellphone must text and function like a commonly purchased smart cellphone.
- 3.1.5.6 The simulator must allow for the driver to send and receive texts with the instructor while driving to the simulator.
- 3.1.5.7 The system must operate without requiring a cell phone plan or cell coverage.
- 3.1.5.8 The Instructor handheld must include automated texting software that allows him/her to send pre-written texts to the student handheld automatically from a database.
- 3.1.5.9 The simulator must include both teenage appropriate and adult appropriate themed text messages within the pre-installed text database.
- 3.1.5.10 In addition to sending automated messages, the instructor must also have the ability to send manual texts from the instructor handheld to the student device.
- 3.1.5.11 The texting software must also allow the instructor the ability to instantly send a text from the database of pre-written text message at any time he/she desires.
- 3.1.5.12 The instructor shall have the ability to adjust the time interval between text messages that are sent by the automated texting software.
- 3.1.5.13 The instructor should be able to modify any of the preset text messages within the teen and corporate themed text database as he/she desires.

**REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator**

3.1.6 Simulator Display Screens

3.1.6.1 Simulator display screens must be either LCD or LED screens

3.1.6.2 Simulator display screens must be removable from the frame of the simulator to facilitate transportation and mobility.

3.1.7 Electrical

3.1.7.1 System must operate on 110V.

3.1.7.2 All electrical power connections must be routed through a Surge Protector provided with the equipment.

3.1.7.3 Surge Protector will power all equipment allowing for a single plug of system components.

3.1.8 Warranty

3.1.8.1 The warranty must run for a minimum of 1 year.

3.1.8.2 The warranty must cover all repair(s) to the simulator and replacement(s) of all defective parts.

3.1.8.3 The vendor must be responsible for any costs associated with repairs including all travel costs, shipping and handling costs.

3.1.8.4 The vendor must be responsible for providing e-mail technical support, over the telephone technical support and installation support for a minimum of one (1) year.

3.1.8.5 The system must include a three (3)-year on-site warranty on all system PC's / monitors.

REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator

3.1.9 Training

3.1.9.1 The vendor must be responsible for providing a minimum of four (4) hours of training within thirty (30) calendar days of delivery.

3.1.9.2 Training will also include but is not limited to all equipment manuals as well as all warranty documents.

3.1.9.3 Training must include the various uses of the operation of the software in the following areas:

- a) Scenario building
- b) Weather operation
- c) Texting application
- d) DUI application
- e) Trouble shooting
- f) Set up and break down

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. This information will be required before Purchase Order is issued.

Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. This information will be required before Purchase Order is issued.

4.2 Pricing Page: Vendor should complete the Pricing Page by [inform vendor of what information is required and how to fill in the Pricing Page]. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within sixty (60) calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at:

**West Virginia Alcohol Beverage Commission Distribution Center
Nitro HUB Industrial Park
97 Independence Avenue
Nitro, West Virginia, 25143**

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not

REQUEST FOR QUOTATION
Portable DUI/Texting Driving Simulator

charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Portable DUU/Texting Driving Simulator

8. MISCELLANEOUS:

- 8.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT "A"
 PRICING PAGE
 West Virginia Alcohol Beverage Commission
 DUI/Texting Driving Simulator

Item	Specification	Description	(Or Equal) Brand Bid	Unit of Measure	Unit Cost	Qty	Extended Cost
1	3.1	DUI/Texting Simulator - 2016 (or newer) Ultra Cockpit Driving Simulator with Distracted Driving System of Simulator Systems International (Or Equal)		Each		1	
TOTAL BID AMOUNT							

Company Name: _____
 Contact: _____
 Street Address: _____
 City, State, and Zip: _____
 Phone Number: _____
 Fax Number: _____

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

Rev. 04/14

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____
Date: _____

Signed: _____
Title: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signor affirms and acknowledges under penalty of law for false swearing (W. Va. Code §51-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____