



V I L L A G E O F K E Y B I S C A Y N E

Office of the Village Manager



MEMORANDUM

Village Council
Mayra P. Lindsay, *Mayor*
Franklin H. Caplan, *Vice Mayor*
Luis F de La Cruz
Theodore Holloway
Michael E. Kelly
Edward London
James Taintor

Village Manager
John C. Gilbert

DATE: May 26, 2015
TO: Honorable Mayor and Members of the Village Council
FROM: John C. Gilbert, Village Manager
RE: Agreement to Purchase Distracted and Impaired Driver Preventive Virtual Simulator.

RECOMMENDATION

It is recommended that the Village Council authorize the Village Manager to purchase a virtual simulation-based driver training program specifically designed to prevent distracted and impaired driver behaviors from Virtual Driver Interactive. The purpose of this request is to have an impact on the number of deaths and/or injuries that occur as a result of motor vehicle crashes involving distracted and impaired drivers. The funding source shall be the Federal Asset Sharing Fund. The purchase amount attached as Exhibit "A" is not to exceed \$11,444.00.

BACKGROUND

According to the Centers for Disease Control and Prevention, more than nine (9) people are killed and more than one thousand one-hundred fifty three (1,153) are injured in crashes that are reported to involve a distracted driver. Statistics for impaired drivers are even greater.

Distracted driving activities include using a cell phone, texting and eating. The Virtual Driver Simulator is an opportunity to alter the behavior of young drivers in an effort to prevent the number of needless deaths and injuries as a result of distracted or impaired driving. It gives kids a chance to experience these dangerous driving behaviors without the crash risk.

Chief Press is confident that with this simulator, because of its proven effectiveness from its current users, can make a difference in reducing these tragedies. If approved the cost of the VT Touch Trainer will be funded by the Key Biscayne Police Department Federal Asset Sharing Fund.

The proceeds of the Village of Key Biscayne Police Department Federal Asset Sharing Fund are the result of seized assets from joint investigations between the Department, Federal and local law enforcement agencies. Said proceeds may be used for programs

that are supportive of and consistent with a law enforcement effort, policy or initiative. As of May 1st, 2015, the balance of this account is of \$ 270,521.00.

Chief Charles R. Press and the Village Attorney certify that this request clearly falls within the permitted "Other Law Enforcement Expenses" category contained within *A Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies*.

Chad Friedman, Esquire from Weiss Serota Helfman Pastoriza Cole & Boniske provided agreement and attests to form and legal sufficiency.

RESOLUTION NO. 2015-

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, APPROVING THE PURCHASE OF A VIRTUAL DRIVER INTERACTIVE DISTRACTED AND IMPAIRED DRIVING SIMULATOR FROM VIRTUAL DRIVER INTERACTIVE; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize the expenditure of Village funds for a capital project consisting of the purchase of a virtual driver interactive distracted and impaired driving simulator (the "Equipment"); and

WHEREAS, the Village Council has determined that Virtual Driver Interactive ("Virtual") is the only company providing this product; and

WHEREAS, the Village Council, pursuant to Section 2-85 of the Village Code of Ordinances (the "Village Code"), finds bidding of this purchase to be impractical and desires to waive competitive bidding; and

WHEREAS, the Village desires to use funds not to exceed \$11,444.00 from the Federal Asset Sharing Fund to purchase the Equipment; and

WHEREAS, the Village Council finds that the approval of this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Purchase. That the purchase of the Equipment from Virtual as described herein is approved and authorized, subject to the condition that the cost of the Equipment shall not exceed \$11,444.00. The funding source for the Equipment shall be from the Federal Asset Sharing Program.

Section 3. Waiver of Competitive Bidding. The Village Council hereby waives competitive bidding for the purchase of the Equipment pursuant to Section 2-85 of the Village Code.

Section 4. Implementation. The Village Manager is authorized to take any necessary action to implement the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2015.

MAYOR MAYRA PEÑA LINDSAY

ATTEST:

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

VILLAGE ATTORNEY

**VT Touch with One Simple Decision
Key Biscayne Police Department**

Quantity	Description	Purchase Price
One (1)	VT Touch Trainer equipped with One Simple Decision software program for impaired & distracted driving	\$9,990
One Time	Set of VT Touch portability cases with handle & wheels to house all components	\$ 600
One Time	Shipping	\$ 205
	TOTAL	\$10,705
	<i>Portability cases are NOT suitable for shipping but intended for local transport only. See Terms & Conditions for optimal shipping instructions</i>	

**Vicki Hernandez, DARE/School Resource Officer
Key Biscayne Police Department**

Customer Signature

Date

Please scan signed copy to vflanigan@driverinteractive.com or fax to 925-807-0313

Terms and Conditions

Payment terms – Invoice will be issued at signing. Payment is net 30 days.

Delivery time – Systems will ship within 30 days of signed quote and/or purchase order. Please notify us if you require expedited or delayed shipping.

Warranty—All virtual trainers include a full one-year warranty to include all parts and labor for the trainer, computer and all software updates. **An optional service contract is available upon expiration of the warranty for \$649 per year per trainer.**

Exclusions—The foregoing warranties shall not apply to any Hardware or Software that has been:

- (a) Used or operated in a manner inconsistent with the use intended by VDI; or
- (b) Modified or repaired by anyone other than VDI personnel or VDI's authorized service representatives in a manner which adversely affects its operation or reliability; or
- (c) Damaged because of accident, neglect, or misuse.

PLEASE NOTE: All return shipments by the customer to VDI for repair must comply with UPS standards of shipping to prevent damage in shipping. VDI is not responsible for products damaged in return shipping. All items should be return shipped in original manufacturers packaging whenever possible and carefully packaged with at least 3"-5" of padding around each item.

VIRTUAL TRAINER SUPPORT AGREEMENT

Virtual Driver Interactive



2014 Plan

\$649/per unit/per year (10% discount on 4 or more units per site)

Includes the following:

- Unlimited Phone Support
- Free Point-Release on Customers' Existing Software
- 10 % discount on all VDI Retail replacement parts.
- Standard shipping to customer site is Free.
Expedited shipping is an Additional Fee
Any shipments to Virtual Driver Interactive, by customer is paid for by Customer.

Additional charges include, but not limited to:

- Labor/Technician Time Provided at Discount Price, \$110/hr.
- In House Repair is a minimum of 1 hour charge of \$110/hr
- On Site Tech Support is a minimum 1 hour charge of \$110/hr,
not to exceed \$600/ day
- Travel Time is a minimum 1 hour charge \$120.00/hr, *not to exceed \$750/day*
- Travel Expenses, *not to exceed \$750/day*

NO SERVICE CONTRACT

If you choose not to participate in a service contract please be aware there is no software upgrade available, and the customer will incur the following charges at time of service.

Pricing is \$180/hr. for Phone Support and/or Labor (prorated in 20 minute increments for phone support)
 →Replacement parts charged separately at retail cost. →Additional charges for shipping, technician travel time and expenses as needed.

Virtual Driver Interactive agrees to maintain and support the Virtual Trainer(s) based upon the following terms and condition:

1. DESCRIPTION OF SERVICE

Service will consist of Telephone Support, Discounted Parts Replacement, and In-House or Onsite Service as necessary to adjust and repair system for normal operation. VDI shall provide instructions for shipping the part(s) of the Hardware for repair or replacement or advise Customer that support services shall be provided at the location of the Hardware.

SERVICE NOT INCLUDED

Any repairs resulting to willful abuse, neglect, accident, fire, acts of God, riot, or other causes beyond the control of VDI will be billed at the appropriate contract rate.

2. WARRANTY

- a. All purchased products come with a 1-year warranty covering parts and labor. There is an exception for damages caused by abuse.
- b. A service contract is available after the first year warranty has expired. The service contract details are listed to the left of this agreement.
- c. Response Time- Within 24 hrs during normal operating hours.
- d. Hours of operation -Monday – Friday, 8:00 a.m. – 4:00 p.m. PST (closed Sat/Sun and all major US holidays).

3. TERM OF AGREEMENT

The term of this agreement shall be for a period of one-year commencing from the date of signed Service Agreement or Install date, whichever is later. Please see original Terms and Agreement in the Customer Packet for further details.

4. PAYMENT

Payment for Support Agreement shall be paid in advance of Support/Service Requests. All other services performed shall be payable on receipt. We accept: Company or School Check, ACH transfer, Valid P.O., and/or Credit Card payment up to \$2,000. We accept Visa, MasterCard, Amex and Discover. One time Credit Card Payment Authorization Form can be emailed to you.

TRAINER(S) LOCATION: _____

** for multiple sites, please provide site addresses and contact names on a separate sheet of paper*

Customer Name: _____ **Trainer Type:** _____

Contact Name: _____ **Title:** _____ **Trainer Qty:** _____

Customer Signature: _____ **Date:** _____ **Amount:** _____

**Please send back agreement along with payment to the address below. Contact your Account Manager if you have any questions.*

4505 Golden Foothill Pkwy., El Dorado Hills, CA 95762 (877) 746-8332 Fax (925) 807-0313