



## **Solicitation Number: RFP #011822**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CAE Healthcare Inc., 6300 Edgelake Drive, Sarasota, FL 34240 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Training and Simulation Equipment and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 23, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and that commencing thirty days after shipment of the products and for one year thereafter, or such longer term if Participating Entity has purchased an extended warranty, all Equipment, Products, and Services furnished are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier does not warrant that the products will meet Participating Entity's requirements or will operate in combination with other hardware, software or non-supported platforms/operating systems/databases which may be selected for use by Participating Entity, or that the operation of the products will be uninterrupted or error-free. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Supplier's sale of products and services to Participating Entities will be subject to Supplier's standard Education Products General Terms and Conditions document and the related End-User License. If an option for maintenance services is offered to, and accepted by, the Participating Entity, such services are subject to Supplier's standard Support and Maintenance Agreement. For any sale of Supplier's LearningSpace products, execution of Supplier's standard LearningSpace Agreement by Participating Entity will be required. Supplier's standard transaction documents may be revised periodically in the ordinary course of Supplier's operations during the Contract term. In the event of any conflict between Supplier's terms and conditions referenced in this Section 6. B., and the terms of the Contract, the Contract terms prevail.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the



end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell



under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form

CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.



D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

CAE Healthcare Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/18/2022 | 4:14 PM CDT

DocuSigned by:  
*Jennifer Jula*  
By: 4C6C2257DB8F4DC...  
Jennifer Jula  
Title: Senior Legal Counselor  
Date: 7/21/2022 | 11:12 AM PDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 7/21/2022 | 1:13 PM CDT

# RFP 011822 - Public Safety Training and Simulation Equipment and Technology

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## Vendor Details

Company Name: CAE Healthcare  
Address: 6300 Edgelake Drive  
Sarasota, FL 34240  
Contact: Grace Gagliano  
Email: srqcontracts@cae.com  
Phone: 941-504-5598  
Fax: 941-377-5569  
HST#: 22-3437089

## Submission Details

Created On: Tuesday December 21, 2021 12:01:29  
Submitted On: Friday January 14, 2022 13:41:36  
Submitted By: Grace Gagliano  
Email: srqcontracts@cae.com  
Transaction #: e8278da3-cd2b-4e47-a0d3-cce50d26a28d  
Submitter's IP Address: 97.106.28.224

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only):<br>(In the event of award, will execute the resulting contract as "Supplier")   | CAE Healthcare Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | none  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | none  |
| 4         | Provide your CAGE code or DUNS number:   | 1LLZ4   |
| 5         | Proposer Physical Address:   | 6300 Edgelake Drive<br>Sarasota, FL 34240   |
| 6         | Proposer website address (or addresses):   | www.caehealthcare.com   |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jennifer Julia, Senior Legal Counselor<br>jennifer.jula@cae.com<br>941-377-5562   |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Grace Gagliano<br>Proposal Specialist<br>grace.gagliano@cae.com<br>941-504-5598   |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Dana Gilbreath<br>Proposal Specialist<br>dana.gilbreath@cae.com<br><br>Theresa Hoegstrom<br>Contracts Specialist<br>theresa.hoegstrom@cae.com |

**Table 2: Company Information and Financial Strength**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 10        | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.   | CAE Healthcare specializes in medical simulation training solutions and services including simulators, curriculum development, simulation center design, and professional training services. Our portfolio of simulation solutions includes patient, surgical and ultrasound simulators, audiovisual solutions, learning applications, augmented reality modules, and screen-based simulation. Established in 1996, CAE Healthcare has supplied approximately 13,500 simulators and audiovisual systems worldwide to medical schools, hospitals, emergency response agencies, military branches and nursing, respiratory and allied health program. CAE has a global presence with approximately 500 employees and offices in five countries and conducts over 60 million hours of education annually. |
| 11        | What are your company's expectations in the event of an award?   | CAE Healthcare expects to establish a contract that benefits members with quality products and solutions at a guaranteed, advantageous price point.  |
| 12        | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.   | CAE Healthcare's financial data is reported under its parent company CAE Inc. and it is available through financial reports published at <a href="http://www.cae.com/financials">www.cae.com/financials</a>  |
| 13        | What is your US market share for the solutions that you are proposing?   | unknown  |
| 14        | What is your Canadian market share for the solutions that you are proposing?   | unknown  |
| 15        | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | no   |
| 16        | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Manufacturer   |
| 17        | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.  | None   |
| 18        | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.   | N/A  |



**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years   | <p>Sept. 20, 2021 - CAE Healthcare today announced a collaborative effort with RCSI University of Medicine and Health Sciences to advance healthcare education, technology and research through simulation. The healthcare training company also designated the RCSI SIM Centre for Simulation Education and Research (RCSI SIM) a certified Centre of Excellence, the first of its kind in Europe.</p> <p>With CAE Healthcare as a leading collaborative partner, RCSI will continue to expand its medical simulation program as part of the two organizations' shared commitment to advance healthcare simulation globally to improve training outcomes and patient safety.<br/> <a href="https://www.cae.com/news-events/press-releases/cae-healthcare-and-rcsi-forge-collaborative-partnership-to-advance-simulation-research-and-education/">https://www.cae.com/news-events/press-releases/cae-healthcare-and-rcsi-forge-collaborative-partnership-to-advance-simulation-research-and-education/</a></p> <p>July 6, 2021 - CAE Healthcare and the Rush Center for Clinical Skills and Simulation (RCCSS) announced today that they have entered a simulation research partnership to enhance healthcare education and improve patient safety, including support for RCCSS simulation research initiatives. An international leader in the field of simulation-based education and training, CAE has certified RCCSS as a CAE Healthcare Center of Excellence. <a href="https://www.cae.com/news-events/press-releases/cae-healthcare-and-the-rush-center-for-clinical-skills-and-simulation-announce-simulation-research-partnership/">https://www.cae.com/news-events/press-releases/cae-healthcare-and-the-rush-center-for-clinical-skills-and-simulation-announce-simulation-research-partnership/</a></p> <p>Nov. 8, 2020 - EMS World Awards CAE Healthcare with Innovation Award and Provider's Choice Award<br/> <a href="https://www.caehealthcare.com/blog/ems-world-awards-cae-healthcare-with-innovation-award-and-providers-choice-award/">https://www.caehealthcare.com/blog/ems-world-awards-cae-healthcare-with-innovation-award-and-providers-choice-award/</a></p> |
| 20        | What percentage of your sales are to the governmental sector in the past three years   | Approximately 5-10%  |
| 21        | What percentage of your sales are to the education sector in the past three years  | Approximately 90-95%   |
| 22        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | HealthTrust, Premier, Savvik   |
| 23        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | None   |

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name *   | Contact Name *   | Phone Number *                                   |
|---|--|--|
| Nova Southeastern University<br>3301 College Ave, Fort Lauderdale, FL 33314 | Blondel Martin<br>Asst. Dean of Academic Programs                                | bmartin2@nova.edu<br>(954) 262-1984              |
| Oral Roberts University<br>7777 S Lewis Ave, Tulsa, OK 74171                | Sharon Willis, MSN, RN-BC<br>AVCON Nursing Simulation Lab Coordinator/Instructor | shwillis@oru.edu<br>918-495-6201                 |
| College Boreal<br>21 Boulevard Lasalle, Sudbury, Ontario P3A 6B1 Canada     | Jacob Sirois, Simulation Technologist  | jacob.sirois@boreal.ca - (705) 560-6673 ext 3490 |

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                               | Entity Type * | State / Province * | Scope of Work *   | Size of Transactions *  | Dollar Volume Past Three Years *                             |
|---|---------------|--------------------|---|---|--|
| HCA Healthcare                            | Education     | Texas - TX         | Supply, installation and training of simulation training equipment to include patient simulators and ultrasound simulators among several HCA Healthcare locations including the North Texas, West Florida and Capital divisions | \$937,000 total in current FY. CAE fiscal year runs April 1-March 31.             | \$4.9M includes current fiscal year and past 2 fiscal years. |
| SimLEARN Veterans Affairs National Center | Government    | Florida - FL       | Supply, installation and training of simulation equipment including patient, surgical and ultrasound simulators, audiovisual debriefing system.   | \$320,000 to implement LearningSpace audiovisual recording/debriefing system.     | \$2.5M for current FY and previous 2 FY                      |
| Emory University                          | Education     | Georgia - GA       | Supply, installation and training of LearningSpace audiovisual recording/debriefing system.   | \$1.8M for LearningSpace implementation project                                   | \$2.1M for current FY and previous 2 FY                      |
| Nova Southeastern University              | Education     | Florida - FL       | Supply, installation and training of simulation training equipment to include patient simulators and ultrasound simulators.   | \$328,000 in current FY for two anesthesia capable Human Patient Simulators (HPS) | \$2.7M for current FY and previous 2 FY                      |
| Fortis College                            | Education     | Connecticut - CT   | Supply, installation and training of simulation training equipment to include patient simulators and ultrasound simulators.   | \$177,000 patient simulators purchase   | \$2.3M for current FY and previous 2 FY                      |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 26        | Sales force.  | CAE Healthcare has approximately 40 sales representatives, which consists of territory sales representatives and inside sales representatives. CAE Healthcare's sales force is also supported by 7 product specialists who specialize in technical knowledge of CAE's patient, surgical, and ultrasound simulation products and audiovisual debriefing systems.  |
| 27        | Dealer network or other distribution methods.   | CAE Healthcare has business relationships with distributors both domestically (~14) and internationally (~70). The type of distributor relationship and product resale rights are directly affected by the location of the distributor partner. For example, in the United States and United Kingdom, the distributors have limited resale rights to certain product lines or certain products. Typically, these distributors are excluded from selling to GPO-contracted members. Our GPO contracts are direct-purchase only. You may visit our website for a more comprehensive listing of our international distributor partners. |
| 28        | Service force.  | 10 client services representatives to support simulators and LearningSpace audiovisual debriefing systems<br>14 representatives in CAE's in-house customer support repair center. This includes customer service technicians and assemblers to support repairs and troubleshooting.<br>18 field service technicians who are regionally located throughout North America to support onsite repairs and troubleshooting of CAE equipment<br>20 representatives to support clinical education; includes clinical educators, simulation operation specialists, simulation coordinators, administrators                                   |
| 29        | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | CAE Healthcare is the manufacturer of all products proposed for this contract and will process orders placed with CAE Healthcare   |
| 30        | Describe in detail the process and  | CAE Healthcare's Customer Support Representative (CSR) is the client's direct link   |

procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

to all departments within CAE and are your main Point of Contact (POC) for all post sale support. The CSR will coordinate and support customers with all technical support required whether its warranty or non-warranty issues. They will ensure all of your technical issues are resolved in a timely manner and they will ensure you are provided with any information or support you may require with respect to new products, clinical questions, training, finance etc.

Customers are asked to call our 1-800 line should they experience difficulties with any of our products. All customers are assigned a dedicated CSR, but calling the 1-800 line ensures that the call is directed to the dedicated CSR or another support representative if the dedicated CSR is unavailable.

When clients call with a technical issue, the CSR gathers the information and creates a case for tracking purposes. The CSR will immediately direct the client to a phone technicians to support remote troubleshooting. If the issue cannot be resolved via a phone technician, then the CSR will follow up with the client on a plan of action that will include one of several options based on the client's warranty plan:

1. Send a replacement part,
2. Schedule an on-site visit from one of a regional service technician
3. Schedule and help coordinate the return of your simulator to one of CAE's factories for in house repair.

CAE Healthcare provides a response to customer service calls within 24 hours

CAE Healthcare supports each client with an Account Management team is dedicated to ensuring your simulator meets your exact needs. Our team of highly skilled professionals provides the expertise needed to measure, analyze, and optimize your learning experience and objectives with the right simulation solutions. The support you receive from this team includes:

#### Sales Manager

Establishes a long-term relationship with the customer to deliver quality results  
Ensures existing products are satisfactory and meet learning objectives  
Works with the customer and the CAE Healthcare Academy to successfully implement healthcare simulation tools into existing curriculum

#### Inside Sales Representative

Supports the sales manager's goals and serves as a secondary point of contact  
Ensures existing products are satisfactory and meet learning objectives  
Works with the customer to manage existing warranty support services and renewals

#### Clinical Educator

CAE Healthcare Academy team members includes masters and doctorate-level clinicians with experience in medicine, nursing and allied health simulation  
Provides peer-to-peer training and consulting to support curriculum integration and ensure simulation enhances learning  
Provides customer with clinical on-call support to assist with running simulations

#### Customer Service Manager

Provides the first line of telephone support for customers seeking troubleshooting/repairs  
Ensures timely resolution of customer issues  
Communicates customers issues to CAE Healthcare organization  
Proactively follows up with customer on previous issues

#### Technician

Provides troubleshooting support for customers over the phone  
Provides onsite and in-house repairs as deemed necessary by customer support  
Ensures fixes/repairs are resolved within 5 days of customer requesting service  
Compiles statistical data on product issue to isolate the failure and prevent future issues

#### Warranty Service

CAE Healthcare has four levels of product warranties to ensure worry-free simulation and minimal downtime—Express, Value, Premier, and End of Life. All levels include unlimited technical and clinical support via phone and email as well as virtual remote assistance, parts and labor, and software updates.

Express Warranty – Stress-free maintenance for Vimedix and your manikins  
Available for CAE Ares, CAE Juno, CAE Luna, CAE Aria, CAE Vimedix, CAE SimEquip, and the portable CAE CathLabVR

Our Express Warranty is designed to provide simplified and affordable support. In addition to unlimited telephone and email support, virtual remote assistance, parts

|    |  |  |   |
|----|--|--|---|
|    |  | <p>and labor and software updates, the CAE Express Warranty covers two-way shipment for components that need to be replaced. In order to provide additional support for high-volume training with the CAE Ares, CAE Juno, CAE Luna, and CAE Aria manikins, the Express Warranty includes a one-year consumables package for each manikin.</p> <p>Value Warranty - Support and training for patient simulators<br/>Available for CAE Apollo, CAE Athena and CAE Lucina.</p> <p>Our Value Warranty provides both service and training for select CAE high-fidelity patient simulators. In addition to unlimited telephone and email support, virtual remote assistance, parts and labor and software updates, the CAE Value Warranty offers free, one-way shipping on simulators in need of hands-on technical repair and testing in the CAE Healthcare shop. The Value Warranty includes unlimited Training for Life™ courses for CAE Apollo, CAE Athena, and CAE Lucina.</p> <p>Premier Warranty – In-house service and annual maintenance<br/>Available for CAE Apollo, CAE Athena, CAE Lucina, CAE HPS, CAE Aria Advanced, and the CAE CathLabVR, CAE EndoVR, CAE LapVR, and CAE NeuroVR surgical simulators</p> <p>The Premier Warranty offers the highest level of support and ongoing maintenance to ensure the smoothest operation within your simulation center. In addition to unlimited telephone and email support, virtual remote assistance, parts and labor and software updates, the Premier Warranty offers an annual preventative maintenance visit and unlimited Training for Life™ for select high-fidelity patient simulators. If your patient simulator needs repair, you can request an on-site technician or ship your simulator to the CAE Healthcare shop, and we will cover the shipping costs. We will cover shipping both ways for replacement components as well.</p> <p>End of Life Warranty – Continued care for simulators at the end of their lifecycle</p> <p>The End of Life Warranty continues to provide your simulator with unlimited telephone and email support, virtual remote assistance, parts and labor, and software updates as always. End of Life Warranty also offers free, one-way shipping on simulators in need of hands-on technical repair and testing in the CAE Healthcare shop. Our goal is to ensure continued support of your stimulator as you look to transition to new technology.</p> |   |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | <p>CAE Healthcare has a 75,000 square-foot manufacturing facility and training center at its Sarasota, FL headquarters and approximately 230 employees in North America to sufficiently support Sourcewell entities in the United States.</p> <p>CAE Healthcare is continuously integrating the latest engineering, production and test practices and procedures into its operations. CAE Healthcare's state-of-the-art manufacturing facility includes more than 25,000 square feet for production, test and quality and more than 25,000 square feet for engineering development labs.</p> <p>Additionally, this facility houses a full-service training facility, modern engineering and design capabilities, and a redesigned manufacturing and distribution facility that incorporates the latest in lean manufacturing technology and Six Sigma business practices.</p>  | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | <p>CAE Healthcare is a division of the Montreal-based flight simulation training company, CAE Inc., CAE Healthcare shares a facility with CAE Inc. in Montreal and has personnel that includes sales representatives, engineers, technicians, and training staff to support Sourcewell participating entities in Canada. CAE Healthcare currently serves customers in the Canadian market.</p>   | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | Not applicable. CAE Healthcare has capabilities to serve all of North America.   | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | N/A  | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | None.  | * |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 36        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | CAE Healthcare will promote the Sourcwell contract on its website with a press release announcing the contract award. The Sourcwell contract will be promoted on CAE's website with the contract number and Sourcwell logo. CAE will also have the opportunity to promote the contract during regional Human Patient Simulation Network (HPSN) events it hosts. Territory sales managers and inside sales representatives will promote the contract in their communication with established and new clients as well as provide reference to the Sourcwell contract number in their email signature line.  |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | CAE Healthcare utilizes a variety of digital platforms to enhance marketing. This includes product video demos on its Vimeo channel, and media posts on social media platforms including LinkedIn, Twitter, Instagram and Facebook. CAE Healthcare's website includes various interactive videos to engage users and educate clients with video tutorials and instructional materials.  |
| 38        | In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?                                  | CAE Healthcare envisions Sourcwell promoting CAE's contract on its website with a vendor profile page that provides participating members with an overview of our products, contact information, and link to our website. CAE Healthcare will promote the Sourcwell contract in the sales process as a valuable resource that enables clients to streamline their purchasing process while receiving advantageous pricing. We will educate participating client members that the Sourcwell contract was awarded via a competitive bid process with negotiated pricing and terms that allows them to avoid the bid process to reduce workloads on their staff and accelerate purchasing timelines. |
| 39        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | We do not have an e-procurement ordering catalog that we host ourselves. We do support e-procurement sales from other sources such as Ariba.  |

**Table 8: Value-Added Attributes**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 40        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.                                    | CAE Healthcare offers free Training for Life for clients who maintain an active warranty on their product. This allows clients to reserve up to two seats to any training course hosted at CAE's Sarasota, FL headquarters to support the client with refresher training or product training for new faculty/staff. CAE Healthcare also offers select training courses virtually that are available with the Training for Life program.   |
| 41        | Describe any technological advances that your proposed products or services offer.  | As a preferred Microsoft Mixed Reality partner, CAE Healthcare is the only healthcare industry partner that can offer the HoloLens Augmented Reality (AR) applications for multiple training modalities. This includes HoloLens AR for the emergency care, OB/Gyn, and Cardiac Ultrasound training. CAE's augmented reality platforms provide interactive training that enhances understanding of anatomy and physiology.   |
| 42        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | Please see CAE's Environmental Policy in attached documents.  |
| 43        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | CAE Healthcare holds ISO 9001:2015 certification  |
| 44        | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | Not applicable  |
| 45        | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?  | <p>CAE Healthcare is the only vendor that manufactures patient, surgical and ultrasound simulators plus audiovisual recording and debriefing systems. No other vendor manufactures all these modalities and platforms.</p> <p>Only CAE Healthcare patient simulators have mathematical models of human physiology and pharmacology, thus the patient simulators automatically respond to therapeutic interventions, including ventilation, oxygen therapy and intravenous medications. These physiological models ensure learners can assess and monitor the virtual patient, apply critical thinking, perform psychomotor skills for treatment using virtual equipment and repeat this cycle of patient care all within a replica of a virtual patient care environment. Because the screen-based simulation will be physiologically modeled, patient outcome will be the direct result of the care provided, not the subjective assessment of an observer controlling the patient simulator. This enables objective assessment of clinical competencies and allows the instructor to focus on student learning.</p> <p>Furthermore, CAE Healthcare's physiologic models adapt to interventions based on the simulated patient's age, weight, underlying health conditions and the accuracy of the diagnosis and treatment. For example, a patient's blood pressure might be low due to hypovolemia or vasodilation. In both cases, fluid infusion or the administration of a vasoconstrictor drug will raise blood pressure but the effect on cardiac output, pulmonary gas exchange and tissue oxygenation will differ drastically. CAE Healthcare patient simulators respond automatically and accurately based on validated physiology.</p> <p>All CAE Healthcare patient simulators are built upon that base of modeled physiology — the most accurate and advanced physiology available. That's why our patient simulators are used at leading medical institutions around the globe, and why they are the training products of choice within high-stakes, mission-critical environments. CAE Healthcare patient simulators effectively support healthcare training challenges, including anesthesia education, emergency medical training, nurse onboarding, and professional certification and competency assessment for physicians and other healthcare providers with an additional emphasis on teamwork cooperation and non-technical skills.</p> |

**Table 9A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 46        | Do your warranties cover all products, parts, and labor?  | Yes  |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | No   |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Yes  |
| 49        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | No   |
| 50        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | No, CAE Healthcare only covers warranty services made for products it manufactures. All products in our proposal offer a warranty service coverage as CAE is the manufacturer.   |
| 51        | What are your proposed exchange and return programs and policies?   | CAE Healthcare warrants against defective materials or workmanship under normal use and service (for 1 year or if an extended maintenance agreement is purchased for such longer term), and that the Product will substantially comply with the published specifications set forth in CAE Healthcare's user documentation for the Products. CAE Healthcare does not accept returns or exchanges. However, if the Product is non-conforming and at the sole discretion of CAE Healthcare, the exclusive remedy of the Customer shall be repair of defective product or replacement of defective product with current version (or configuration) of the identical product. CAE Healthcare makes no warranty as to the Products after the term of this Agreement. |
| 52        | Describe any service contract options for the items included in your proposal.  | CAE Healthcare's patient, ultrasound and surgical simulators include a Year 1 warranty. Additional warranty years are available for purchase with initial purchase or upon warranty renewal. CAE Healthcare's LearningSpace audiovisual recording/debriefing system includes a Year 1 support and maintenance agreement that covers the software and all CAE supplied hardware. A copy of the AVS Agreement is included for reference. CAE warranty terms also included for reference.   |



**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *  |
|-----------|--|---|
| 53        | Describe any performance standards or guarantees that apply to your services                             | <p>7. Updates and Upgrades</p> <p>7.1. CAE Healthcare shall provide Customer with software fixes and Updates to all licensed CAE Healthcare software and operating systems.</p> <p>7.2. Any Updates delivered to Customer under this Agreement shall be delivered in the number of copies and for the specific Products indicated in the quotation, in object code only.</p> <p>7.3. Software Upgrades of the Product are not covered under this Agreement. Such Upgrades will be available to Customer at CAE Healthcare's then current commercially available price.</p> <p>7.4. CAE Healthcare's terms regarding license, use, non-disclosure and ownership of its Products shall equally apply to Updates and Upgrades delivered to Customer as per this Agreement, as though written at length herein.</p> <p>8. Preventative Maintenance Visits</p> <p>8.1. In the event that Customer purchases a Support and Maintenance Program which includes a Preventative Maintenance Visit (which shall be stated in the applicable Support and Maintenance Specifications), such Preventative Maintenance Visit will occur one (1) time annually during the Term of the Support and Maintenance Program.</p> <p>8.2. Preventative Maintenance Visits are provided in order to inspect, clean, calibrate, and update the Product, and are not intended to be a repair visit.</p> <p>8.3. It is the sole responsibility of the Customer to schedule the Preventative Maintenance Visit with CAE Healthcare. Customer must contact CAE Healthcare to schedule the Preventative Maintenance Visit at least one (1) month prior to the visit. If Customer fails to schedule the Preventative Maintenance Visit within the relevant year, Customer shall forfeit its right to receive the Preventative Maintenance Visit.</p> <p>8.4. Customer shall be required to complete a Preventative Maintenance checklist prior to the scheduled date for the Preventative Maintenance Visit.</p> <p>9. Additional Services</p> <p>9.1, In the event that Customer elects to purchase Out-Of-Warranty Services, Customer shall be required to pay for such additional time and materials provided with those Services, and such charge shall be billable to Customer at CAE Healthcare's then standard rate.</p> <p>9.2. Furthermore, if the Customer requires additional time and materials which are not covered in the purchased Support and Maintenance Program, which may be a result of the reasons specified in Article 9.2 below, Customer shall be required to pay for such time and materials, and such charge shall be billable to Customer at CAE Healthcare's then standard rate.</p> |
| 54        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | Please see enclosed   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 55        | Describe your payment terms and accepted payment methods.  | Payment terms are NET 30 from receipt of invoice. Accepted payment methods include check and credit cards.  | * |
| 56        | Describe any leasing or financing options available for use by educational or governmental entities.   | No financial leasing programs are available.  | * |
| 57        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Quotes are prepared and provided to the Customer. Customer purchase orders are used to enter the sales order and process. CAE Healthcare will require the Customer to submit a Tax-Exempt Certificate, as applicable. Purchases are subject to CAE Healthcare's Education Products General Terms and Conditions and its related End-User License, if an option for Maintenance Services is offered and accepted, it is subject to Supplier's Support and Maintenance Agreement and for any sale of LearningSpace Products, the Participating Entity will be required to sign Supplier's LearningSpace Agreement, which will be provided to Participating Entity directly, before any order is accepted by Supplier. | * |
| 58        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?   | P-cards are accepted and there is no additional cost.   | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 59        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | CAE Healthcare's pricing model is a discount percentage off of our list price. PRODUCT PRICING DOES NOT INCLUDE SHIPPING, INSTALL OR TRAINING; INSTALLATION AND TRAINING (AS APPLICABLE) AND SHIPPING WILL BE QUOTED AND CHARGED SEPARATELY AS A SEPERATE LINE ITEM. Enclosed please find CAE's proposed price list for this contract that includes our product codes, product descriptions, list price and Sourcewell discounted price.   |
| 60        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Pricing discount is a percentage discount from list price. Discount percentages are as follows:<br>5% off the list price for patient simulators, ultrasound simulators, surgical simulators, Blue Phantom ultrasound trainers, Medcor task trainers and for all accessories, installation, training, and support and maintenance plans associated with these products.   |
| 61        | Describe any quantity or volume discounts or rebate programs that you offer.  | CAE Healthcare may offer a trade-in rebate for any competitive simulator towards the purchase of a new CAE patient simulator. The simulator can be any brand but must be of comparable make/model to the CAE patient simulator; credit will be applied toward the applicable purchase order or customer account. With the approved trade-in of a like competitive product, CAE offers a \$1,000 discount off the purchase of a Juno or Ares simulator when the client trades in a low- to mid-fidelity patient simulator. CAE offers a \$6,000 discount off the purchase of an Apollo or Lucina simulator when the client trades in a high fidelity patient simulator. Trade-in values are non-negotiable and contingent upon receipt and review of the competitive model. |
| 62        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | Not applicable. CAE Healthcare is the manufacturer of all products proposed for this contract.   |
| 63        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | CAE Healthcare's product prices do not include the cost of shipping, installation or training. Installation and training costs by product type is listed separately on our submitted price list and is quoted and charged as a separate line item on the invoice. Shipping costs are also quoted and charged as separate line items. Any extended warranty (beyond the initial year) is available for purchase and will be quoted and charged as a separate line item.   |
| 64        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | All Products are shipped FOB Origin (Shipping Point), meaning that the total cost of freight shall be prepaid by CAE and invoiced to the Participating Entity as described in the relevant quotation. Title and risk of loss shall transfer to Participating Entity upon shipment from CAE's facility. Shipping costs are calculated based on the product type and quantity. Products are delivered door to door from CAE's facility to the client's loading dock.   |
| 65        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | CAE offers shipping and delivery to Alaska, Hawaii, Canada and international customers with delivery to the client's loading dock.   |
| 66        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | CAE offers the option to deliver the product(s) to a preferred location inside the building such as a sim lab or room. Depending on the logistics this may require an additional cost.   |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments |
|-----------|---|----------|
| 67        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. |          |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 68        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | CAE Healthcare has a contracts team that supports all our national, state and regional contracts. Upon contract award and using a provided customer list, our team prepares, creates and implements price books for our contracted customers, to be able to set up contracted pricing in our quoting ERP system to ensure proper quoting for affiliated contract members. Each month/quarter (as applicable), this team reviews all invoiced sales and flags any that are applicable to the awarded contract that require contract fees for reporting, prepares/submits reports and subsequently requests remittance from our Accounting team for payment of fees in the applicable quarter per report. |
| 69        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | We will review the quarterly reports of sales to capture newly added customers or increased sales. Contracts team and sales team will review the contract for feedback on wins/losses/opportunities/etc.  |
| 70        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | 1%  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 71        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | CAE Healthcare's product offering includes patient, surgical and ultrasound simulators, audiovisual solutions, learning applications, and augmented reality modules. Services within our proposal includes product installation, product training and warranty plans. |
| 72        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Patient simulators/manikins (adult, birthing, pediatric, infant manikins), Ultrasound simulators (TTE, TEE, Ob/Gyn), Surgical Simulators (CathLab), Audiovisual Recording and Debriefing Systems.   |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments |
|-----------|---|--|----------|
| 73        | Facilities, structures (fixed or mobile), equipment, props, supplies, and consumables.  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 74        | Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, or equipment.  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 75        | Instructional, educational, and training programs or systems with related materials and supplies.   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 76        | Services related to the offering of the solutions described in RFP Sections 1. a. – c., including design, installation, maintenance, repair, training, integration, support, and customization. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |

**Table 15: Industry Specific Questions**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 77        | Describe your products/services interoperability with other public safety equipment, software and systems, if applicable.  | CAE patient simulators can be utilized with real defibrillators including Physio, Zoll and Philips. We offer defibrillation kits and pads that allow connection with defib equipment.   |
| 78        | Describe your strategy related to implementation, use of installation partners and integration with other training products and systems if applicable.   | CAE Healthcare supports all product installations with CAE technicians and all training services are supported by CAE clinical educators or product specialists.  |
| 79        | Explain your licensing process and service agreements with end users.  | <p>All CAE products are subject to CAE's End-User License which can be found here: <a href="https://www.caehealthcare.com/education/documentation/">https://www.caehealthcare.com/education/documentation/</a></p> <p>CAE products do not have a licensing process as once purchased the client has a perpetual license to the software.</p> <p>CAE offers annual warranty plans available for purchase for its products to support technical support, labor, repairs and software updates. If a Participating Entity wishes to either renew its support and maintenance services or upgrade those services, the Participating Entity will be required to purchase one of CAE's support and maintenance plans. In the event that a Participating Entity does not wish to be covered under a support and maintenance plan, but does wish to have CAE support, the Participating Entity may elect to purchase individual onsite repair services. The purchases of these plans and services are controlled by the terms and conditions provided within CAE's Support and Maintenance Agreement found here: <a href="https://www.caehealthcare.com/education/documentation/">https://www.caehealthcare.com/education/documentation/</a></p> |
| 80        | Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI). | CAE products are utilized for training purposes. CAE as a company complies with OSHA.   |
| 81        | Explain and provide information about any design services you provide if applicable.   | CAE Healthcare can provide simulation center design services in which we conduct a training needs analysis with the client and make recommendations regarding floorplan design and setup and curriculum integration of simulation equipment.  |

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - CAE Healthcare Price List\_01.14.22.xlsm - Friday January 14, 2022 13:23:4
  - [Financial Strength and Stability](#) - CAE\_Fiscal\_Report\_F 21 (3).pdf - Monday January 10, 2022 07:32:4
  - [Marketing Plan/Samples](#) - CAE Healthcare Tech Sheets.zip - Wednesday January 12, 2022 12:5 :35
  - WM E/M E/S E or Related Certificates (optional)
  - [Warranty nformation](#) - CAE Warranty Plans.zip - Wednesday January 12, 2022 12:55:17
  - [Standard Transaction Document Samples](#) - CAE Healthcare Service Agreements.pdf - Tuesday January 11, 2022 10:59:22
  - Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated



by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Grace Gagliano, Proposal Specialist, CAE Healthcare

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_1_PS_Training_Simulation_Eqpt_Tech_RFP_011822<br>Tue December 14 2021 07:23 AM | <input checked="" type="checkbox"/>                                | 2     |