

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Virage Simulation, Inc., 85 Montpelier, Montreal, QC, H4N 2G3 Canada (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 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'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 Sourcewell 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 Sourcewell 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.

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 Sourcewell for this Contract and must provide prompt notice to Sourcewell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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 Sourcwell 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 act or omission 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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell 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

Virage Simulation, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/18/2022 | 4:10 PM CDT

DocuSigned by:
Danny Grenier
By: 2907B0A5CAEB4DF...
Danny Grenier
Title: President
Date: 3/21/2022 | 10:06 AM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 3/21/2022 | 12:45 PM CDT

RFP 011822 - Public Safety Training and Simulation Equipment and Technology

Vendor Details

Company Name: Virage Simulation, Inc
85 Montpellier
Address: Montreal , Quebec H4N 2N3
Contact: Danny Grenier
Email: danny.grenier@viragesimulation.com
Phone: 514-856-1556 301
Fax: 514-856-1556
HST#: 98-1196369

Submission Details

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Submitted On: Tuesday January 18, 2022 09:02:38
Submitted By: Danny Grenier
Email: danny.grenier@viragesimulation.com
Transaction #: dd986cce-23cc-4776-b521-24abc30733e6
Submitter's IP Address: 70.55.96.252

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): (In the event of award, will execute the resulting contract as "Supplier")	VIRAGE SIMULATION INC.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	VIRAGE SIMULATION
4	Provide your CAGE code or DUNS number:	CAGE CODE: L9181, DUNS NUMBER: 243530404
5	Proposer Physical Address:	85 MONTPELLIER, MONTREAL, QC, H4N 2G3, CANADA
6	Proposer website address (or addresses):	WWW.VIRAGESIMULATION.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):	DANNY GRENIER, PRESIDENT 85 MONTPELLIER, MONTREAL, QC, H4N 2G3, CANADA EMAIL: Danny.Grenier@VirageSimulation.com PHONE: 514-856-1556 EXT.103
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	DANNY GRENIER, PRESIDENT 85 MONTPELLIER, MONTREAL, QC, H4N 2G3, CANADA EMAIL: Danny.Grenier@VirageSimulation.com PHONE: 514-856-1556 EXT.103
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

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.	Founded in 2005 by a group of engineers in the simulation & training industry, Virage Simulation is a driving simulator market leader that designs, manufactures, distributes, and supports driving simulators and develops associated curricula and training scenarios for driver training, assessment, and research purposes. High-fidelity simulators are core to the development of Virage evidence-based training and education programs and our training tools. Our products are designed with the latest hardware and software technologies allowing for an extended product lifespan (10 years or more). Virage Simulation fully supports its products throughout their lifespan. Our goal is to provide our clients with effective research-based and scientifically validated turnkey training solutions that will allow training drivers faster and better than using traditional training methods. For example, several independent validation studies of the VS600M training programs demonstrated that compared to traditional in-truck instruction, students can learn CDL skills up to 2 ½ times faster with the VS600M simulator-based programs. In 2018, these studies were peer-reviewed and accepted for publication in a scientific journal. That research subsequently won the Deborah Freund Paper Award from the Academy of Science, Transportation Research Board (TRB) in Washington, DC. Our products make use of augmented reality, science, physics, math and engineering methods extensively for the hardware components and our driving scenarios packages to provide training opportunities for all type of drivers. A short video presentation of our VS600M is available online at https://viragesimulation.com/promotion .

11	What are your company's expectations in the event of an award?	<p>Our expectations in event of an award is an increase in sales with a wider awareness of the broad quality product offering available from Virage Simulation to public entities. This multi-source bid process allows educational and government entities to purchase products, with the functionality and quality they seek with confidence. It allows these entities to avoid costly and tedious BID processes that often result in them not getting the quality products they sought when independently going to bid. We believe ordering products through the Sourcwell catalog, which has previously been competitively bid-validated, will provide these organizations more flexibility to procure our products and services plus give confidence that all Virage products have been fairly and appropriately vetted.</p> <p>As Virage keeps getting requests from Sourcwell members, we expect our listing on Sourcwell will allow these members to more easily execute their simulator purchasing plans.</p>	*
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.	<p>Virage Simulation is a leading simulator supplier in North America. Due to the public nature of this bid, Virage Simulation, a privately held and privately funded company, does not provide financial data. However, we have included with our response recommendation letters from our financial and accounting institutions certifying our financial strength. Virage Simulation is an extremely well-managed company with no debt, very successful, and still in its growth stage. Since 2006, we have experienced constant growth in sales and net profits. In 2022, as of this response, we employ 30 people, 5 dedicated consultants and plan to increase to 50 within the next 1-2 years. Virage Simulation sells more than 50 simulators per year.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Since 2005, Virage Simulation has delivered a significant number of simulators in the USA and Canadian public and private sectors. The delivered simulators are still in operation and still supported by Virage. The public sectors are defined as schools, colleges, publicly owned hospitals, prisons, and municipalities. All areas of the US from east to west including Hawaii and north to south have Virage Simulation simulators. The market share is currently unknown and can only be estimated, as there is no common listing of the number of simulators that have been sold by all the suppliers. We are estimating, however at least a 50% market share in the US.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Since 2005, Virage Simulation, a Canadian company with headquarters in Montreal, Canada and consultant offices in the US, has delivered a significant number of simulators in both the USA and Canadian public and private sectors and the delivered simulators are still, all in operation and being supported by Virage. All areas in Canada, east to west and north to south including the far reaches of Nunavut Territory have Virage Simulation simulators (Providing Virtual Roads: https://viragesimulation.com/providing-virtual-roads/?year=2016). We estimate that over 80% of new truck drivers in Eastern Canada (Ontario to the east coast) are trained on the Virage Simulation products. The market share is currently unknown and can only be estimated, as there is no common listing of the number of simulators that have been sold by all the suppliers. We believe and estimate that the majority of simulators being used in Canada are Virage Simulation training and assessment systems. We are estimating a 75% market share in Canada.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	<p>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.</p> <p>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?</p> <p>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?</p>	<p>Virage Simulation is best described as a manufacturer and service provider. Virage Simulation sells its products mainly through direct sales. Our sales representatives and business development team are located in Canada and the US. Some are employees, some are market development consultants with nationally recognized training and/or market and subject matter expertise. The Virage Business Development Team collectively has specific expertise within Virage's current product catalog. The US team has a significant network reach in law enforcement training as a formerly credentialed officer, in public sector training, research and policy development, as a former legislator and active involvement at the national level in the integration of driving simulation for training and assessment in all driver segments plus marketing and communication expertise. Dr. Pierro Hirsch, Director of Road Safety Research at Virage has over 14 research publications to his credit all pertaining to the best practices in traffic and driver safety. All contributing to establishing credibility and confidence in the Virage brand. Virage Simulation establishes long-term relationships with our customers to ensure we understand their needs and are always present to make certain we can meet these needs most cost-effectively. The Virage Simulation evidence-based programs and scenarios are designed with science and engineering best practices and measurements to provide students and workers with the training opportunities to become proficient and the best in their driving skills.</p>	*

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.	As the key employees at Virage Simulation are engineers, it is required that they be certified and licensed on a yearly basis to act as engineers in the field of design and development of our products, hardware, and software. Virage Simulation is required by law to provide a safe and healthy working environment for all employees. As our manufacturing unit includes production machinery, government CNESST workplace safety will inspect and certify regularly that all safety measures are in place to provide workers with a safe working environment. Our products are FCC, CSA/UL compliant.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No "Suspension or Debarment" situations to declare.	*

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	Several independent validation studies of the VS600M training programs demonstrated that compared to traditional in-truck instruction, students can learn CDL skills up to 2 ½ times faster with the VS600M simulator-based programs. In 2018, these studies were peer-reviewed and accepted for publication in a scientific journal. That research subsequently won the Deborah Freund Paper Award from the Academy of Sciences, Transportation Research Board (TRB) in Washington, DC. In addition, in 2018 Dr. Pierro Hirsh, Director of Road Safety and Research at Virage received the Distinguished Service Award from the Association for Driver Rehabilitation Specialists (ADED) for service and support in the area of mobility for persons with disabilities due to the contributions to research in driver training assessment and rehabilitation.	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 1-5%	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 60%	*
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?	Competitively bid purchasing contract #17-007 with the State of Wisconsin awarded in 2017 and has been successfully renewed twice. Contract is in effect until 2024. The annual average sales is over 3 units per year. This contract also allows others to engage in cooperative purchasing from other states.	*
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 *	
Del Mar College 3001 Ayers Street Corpus Christi, TX 78404	John M. Rojas Director, Transportation Training Services jrojas@delmar.edu	361-698-2707	*
Hawkeye College Cedar Falls Center 5330 Nordic Dr Cedar Falls, IA 50613	Celeste Turner Manager of Regional Transportation Training Center celeste.turner@hawkeyecollege.edu	319-296-4286	*
Western Wyoming Community College 2500 College Dr Rock Springs, WY 82901	Paul Johnson Associate Professor of Oil and Gas Technology Business & Industry Division Chair PJOHNSON@westernwyoming.edu	307-382-1784	*
Lake Superior College 2101 Trinity Road Duluth, MN 55811	Tamara Amott, PH.D. Executive Director/Dean of Workforce Development Tamara.amott@lsc.edu	218-733-5923	
City of San Antonio NE Service Center 10303 Tool Yard San Antonio, TX 78233	Clifford Hughes Organizational Manager clifford.hughes@sanantonio.gov	P: 210•207•6436 M: 210•275•2699	

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 *
Government subsidized education centers CFTC, QC and CFTR, QC	Education	QC - Quebec	Provision of VS600M truck simulators for CDL driver training and training programs for vocational vehicle training	More than thirty simulators in operation for CDL driving training. Each transaction is over \$100,000.	Two simulators per year over the past three years. Each transaction is over \$100,000.
Government Subsidized Community College Del Mar College, TX	Education	Texas - TX	Provision of truck simulators for CDL driver training.	Six simulators in operation for CDL driver training. Each unit is over \$100,000.	Five simulators delivered over the past three years. Each unit is over \$100,000.
Government Subsidized Community College Hawkeye Community College, IA	Education	Iowa - IA	Provision of truck simulators for CDL driver training.	Four simulators in operation for CDL driver training. Each unit is over \$100,000.	Four simulators delivered over the past three years. Each unit is over \$100,000.
Government Subsidized Community College Western Wyoming Community College	Education	Wyoming - WY	Provision of truck simulators for CDL driver training.	Four simulators in operation for CDL driver training. Each unit is over \$100,000.	Four simulators delivered over the past three years. Each unit is over \$100,000.
State DOT organization CalTran	Government	California - CA	Provision of truck simulators for orientation and recurrent driver training.	Two simulators in operation for driver training. Each unit is over \$100,000.	Two simulators delivered over the past three years. Each unit is over \$100,000.

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.	Current sales force is composed of six people supporting sales in North America, South America, Europe, and the Middle-East. Three are responsible for the US market. The others are responsible for the Canadian, US, and other markets. Our sales representatives and business development team are located in Canada and the US. Some are employees, some are market development consultants with nationally recognized training and/or market and subject matter expertise. The Virage Business Development Team collectively has specific expertise within Virage's current product catalog. The US team has a significant network reach in law enforcement training as a formerly credentialed/sworn officer, in public sector training, research, and policy development, as a former legislator, and active involvement at the national level in the integration of driving simulation for training and assessment in all driver segments plus marketing and communication expertise in addition to contract training development. Dr. Pierro Hirsch, the Director of Road Safety Research at Virage has over 14 research publications to his credit all pertaining to the best practices in traffic and driver safety. All contribute to establishing credibility and confidence in the Virage brand and sales. In addition, Virage also has non-exclusive distributors that respond to specific sales opportunities in the US and Canada.

27	Dealer network or other distribution methods.	Virage Simulation has a network of five to ten dealers located in various areas of the world, some of which are in the US to perform specific sales functions only. Virage Simulation handles all other aspects after the sale. Virage ships directly to a customer site and performs the setup and training for all its customers. After-sales and product service support are also offered to our customers and performed by Virage Simulation Customer Service Specialists.	*
28	Service force.	Virage Simulation has a dedicated, factory-certified and trained full-time service force of 8 people and a part-time service force in all major cities of the US and Canada to address the needs of all our customers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Virage Simulation handles all customer purchase orders. Purchase Orders are received by email or fax. Virage Simulator will process and execute these orders. Under this contract, no distributor or dealer will be involved. The customers purchasing our products will be dealing directly with Virage Simulation, the designer, manufacturer, and distributor of Virage products.	*
30	Describe in detail the process and 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.	Virage Simulation provides exceptional customer service and fully supports its products during the lifetime of the equipment. Its customer service can be reached on our toll-free line 24 hrs a day, 7 days a week. If all lines are busy, just leave a message and the technician will return the call soon after. We support phone, email, and online chat and video tools. We provide assistance through phone, email, video, and remote login on the simulator equipment when an internet connection is available. Replacement parts when required are shipped overnight. A technician can be sent to the site within 24 hours if required. The Virage Simulation simulators must be in operation all the time with minimal downtime; this is our customer service guiding philosophy.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Virage Simulation has an excellent reputation in the US training education and rehabilitation markets and has an experienced sales, engineering, manufacturing, and support force to provide its products and services throughout the US and Canada for Sourcewell participating entities. We are 100% dedicated to this mission and are committed to providing our customers with an outstanding purchasing and product-user experience. Sourcewell will also provide Virage with an additional growth opportunity we are looking for.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Virage Simulation is uniquely positioned to provide Sourcewell's Canadian participating entities with outstanding accesses to the Virage product line by having its Corporate Headquarters in Montreal Canada. Virage has an excellent reputation throughout the US and Canada in the simulation training, education, and rehabilitation markets and has an experienced sales, engineering, manufacturing, and support force to provide its products and services throughout the US and Canada for Sourcewell participating entities. We are 100% dedicated to this mission and are committed to providing our customers with an outstanding purchasing and product-user experience. Sourcewell will also provide Virage with an additional growth opportunity we are looking for.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the US and Canada ARE FULLY serviced. Some areas depending on their location will have additional costs for shipping, installation, and training.	*
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?	All Sourcewell participating entities and sectors can and will be serviced by Virage Simulation. Any existing purchasing contracts do not restrict Virage in anyway or limit our ability to promote the Sourcewell contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions. Only add an additional cost line for extra shipping, installation, and training cost.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	<p>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.</p>	<p>Virage Simulation has since its beginning invested, at the appropriate levels, to position its products as the best in class in the marketplace using a variety and solid mix of marketing tools and corporate strategy. The following are areas of guidance:</p> <p>Product: Virage has invested in ongoing product development to stay ahead of the competition and to utilize current and cutting-edge technology to ensure that the products are of the highest quality, have the longest longevity in the market, and are the most reliable.</p> <p>Promotion: Virage uses all known methods to promote its simulator training solutions.</p> <ul style="list-style-type: none"> • Website providing extensive product details, benefits, and information for new, existing, and potential customers to glean insight into the benefits of integrating simulation into training. In addition, Virage is consistently on the top of the search engine results. • Social media including but not limited to Facebook, Twitter, LinkedIn including outreach via email blasts to target-market segments • Specific marketing material, brochures, posters, banners, and our proposal documents providing a wealth of information for interested customers • Virage participates in market-specific conferences bringing along simulators to demonstrate allowing potential customers to test drive and receive in-depth information about our products • Memberships and Sponsorships in multiple associations that are market-specific. This level of activity provides both the marketplace, potential customers, and Virage valuable partnering opportunities and support. Virage Simulation is a proud member of the following organizations: NAPFTDS, CVTA, ATA, TCA, NPTC, ADED, TRB, NAPT, NASDPTS, Next Generation in Trucking, AMTA, PWX, ALERT, and IACP. <p>Price: Virage provides a competitively priced product offering. We value the ability to fairly price our products that will provide the end-user/customer with confidence that they are getting the best product at the best price and one that will be supported long term. We also offer a tiered pricing strategy so you pay for what you want and what will work for you.</p> <p>Placement: Virage takes time to investigate the marketplace well before releasing new products or solutions to the market and solicits input from customers, subject matter experts, and research to ensure proper placement of our products.</p> <p>People: The Virage business development team are experienced subject matter experts and Virage promotes involvement in the community of customers and potential customers. The vast networking capability and genuine care for providing the best training solutions come from our people connecting with people.</p> <p>Process: Virage has implemented a process to answer all inquiries regardless of the size or type of inquiry. When an inquiry or lead is logged, the process of answering all the questions and providing, where appropriate, a detailed proposal with additional supporting information is part of that process. In addition, Virage tracks and continues to investigate new opportunities to add to the mix within that process.</p> <p>Evidence: Virage tracks evidence that a certain promotion is making an impact. Whether it is an email blast, brochure, attendance at a meeting or conference, posters or proposals, Virage learns what works and what folks are looking for including website hits and web positioning.</p> <p>Virage would use the same type of process to promote the Sourcwell purchasing option. This will be visible in all our areas of promotion listed above and beyond. Any customer or potential customer interested in purchasing our simulator systems will have the opportunity to become members of the Sourcwell purchasing group, thus simplifying their procurement process, and purchasing the products they want. We are confident our existing network will certainly generate interest either in a new membership or the procurement of our products.</p>
37	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Technology and digital data are critical to Virage Simulation's success. We track every aspect of the sales process. Virage's website is extremely active and recognizable. At Virage we monitor the website visits. Virage appears at the top of the search engine and we actively work to keep that position with the use of metadata, social media (facebook, twitter, LinkedIn, Instagram, etc.). We use social media and follow closely the user visits to refine the online promotion of our products. Sales proposals are emailed to potential customers through Sync.com. This allows us to track when a person downloads a proposal and how many times it is viewed. This provides us valuable insight into the interest of each lead. The addition of the Sourcwell information, digital link and contract potential to the outreach within our website, social media and other promotional materials will benefit Sourcwell, Virage and Sourcwell member entities and potential new members. This will broaden the reach to entities that are often limited in their purchasing options.</p>

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Over 70% of Virage customers are government or education entities that must go through an RFQ or RFB process in order to procure a driving simulator solution for their driver training programs. Virage view's Sourcewell role is to provide Virage access to the Sourcewell promotional material. Promoting the availability of our products on the Sourcewell network through the Sourcewell Supplier Landing Page. Together with access to the Sourcewell resources and our own, we will be able to link our customers to purchase our simulators directly without risking ending up with an unwanted product from another manufacturer that will not provide the quality training that is expected. We believe this will be extremely beneficial for Sourcewell and Virage Simulation. If awarded Sourcewell can be assured Virage will use every tool Sourcewell offers to promote the contract, Sourcewell, and Virage.	*
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.	Virage Simulation participates, when possible, and if required by an ordering entity to use an e-procurement ordering system. Virage does not have an e-procurement system of its own.	*

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.	Our products are delivered to the customer sites. This is included in our standard offer. We provide product installation and onsite training. The training includes technical training for operating the simulator and train-the-trainer training for integrating the simulator courseware into the customer's program. This service is performed over multiple days by a qualified Virage Simulation technician. This is included in our standard service and price. To accommodate customers that may have COVID19 site access restrictions or stringent onsite security (ie. prisons), our products can be easily self-installed using our fully documented Installation Guide and we provide remote online training when required. This training is performed by a qualified Virage Simulation technician.	*
41	Describe any technological advances that your proposed products or services offer.	Virage Simulation is the only simulator manufacturer to provided full evidenced-based training scenario curricula organized in structured objective-based training programs that objectively score and report driver performance. These programs are based on the best-practice scientifically validated training approaches. Third-party program validation is performed to confirm the training effectiveness of our driving simulator training solutions. Many training programs are organized into self-paced units allowing organizations to perform more training with the same available resources.	*
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.	<p>We provide training solutions allowing learners to become safe, experienced, and competent drivers without setting foot into a real vehicle. Major Carriers have reported that drivers can back on the VS600M five times in the time it takes them to do it once in a truck. The Virage shifting program also affords a significant reduction in actual truck training time. Both equate to less fuel consumption thus saving a significant amount of greenhouse gases while providing a safe driver learning environment. In addition, our simulator only uses 15 cents of electricity per hour for a minimal carbon footprint during operation.</p> <p>We also have training programs that allow drivers to become "greener drivers" through our Fuel Management (EcoDrive) driver training programs which allow drivers to better understand the physical dynamics of fuel consumption when driving and how to better control and reduce this consumption. Customers report fuel savings of 10% and more one month after drivers completed the simulator EcoDrive training.</p>	*
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.	Our products are fully compliant with CSA, UL, and FCC norms.	*
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.	Virage Simulation is a Canadian Small Business. We do have a significant number of suppliers and consultants with whom we have been working with for many years that are US Small Business, Women-Owned Business and Veteran Owned Business.	*

45	<p>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>	<p>Virage Simulation is the original manufacturer, unique designer, programmer, distributor, and sole source provider of the VS600M CDL truck driving simulator and its proprietary associated products, software, and training scenarios (such as the CDL Golden Training Programs) for driver training, assessment, and research. Virage Simulation has reserved and owns the copyright to all its products and software.</p> <ul style="list-style-type: none"> • The VS600M is a fully integrated truck driving simulator that meets the exacting standards set forth by FMCSA in their proposed Entry Level Driver Training criteria for proficiency-based training. • The VS600M CDL Test course replicates the actual AAMVA on-range testing model. • No other simulator manufacturer provides anything resembling our unique CDL Golden Training Programs: the most extensive CDL-specific Training Programs and Driving Scenario Library to support your training needs (basic skills training, driver safety training, etc.). Includes the Virage Simulation award-winning and unique, evidence-based, CDL Golden Training Programs (Golden Shifting™, Golden Mirrors™, Golden Steering™, Golden Coupling/Uncoupling™, Golden Pre-Trip™, and the CDL Tests) for CDL basic skills training as well as our unique Fuel Efficiency Training Program to teach how to drive in a more fuel-efficient manner. These Golden training Programs™ are unique to the VS600M and can be used in an instructor-led or self-paced training mode, including driver performance scoring, error feedback, audio and visual help, and performance tracking and reporting. • The most accurate transmission simulation and the most realistic and reliable shifter on the market. A maintenance-free system with accurate software-controlled realistic shifter kick-back and vibration like that felt on the truck. No gears, no wear! Includes selectable transmission layout and gear ratios with accurate RPM gaps between gears (any Eaton-Fuller transmission). • Upgradable with additional vehicles and training modules such as the School Bus Train Program, Solid Waste Management Training Program, Snowplow Training Program, Tow plow Training Program, Fire and EMS Training Programs, and more. • Our unique 60-degree “out-of-driver-window view” inset in left display for angle parking and alley docking <p>The Virage Simulation VS600M is the only CDL truck driving simulator that features:</p> <p>The Golden Training Programs™ – The VS600M is the only CDL truck driving simulator to offer the Golden Programs™ that feature training scenarios that are based on evidence-based research studies, consultations with industry experts, and customer feedback. Each scenario is aimed at developing simple skills (part tasks) or combining these skills into complex skills (whole tasks). Use for new driver training, or experienced driver refresher and orientation training.</p> <p>The VS600M CDL Programs, The Golden Training Curricula, are unique and standard to the VS600M. Scenarios are based on proven pedagogical principles and designed in conjunction with traffic safety researchers. The Golden Shifter and Golden Mirror programs have been third-party validated for transfer of training through evidence-based research and have been recognized by the Transportation Research Board for accuracy of research. It was validated that a new learner driver can master the shifting and backing process 2.4 times faster on the VS600M truck simulator than in the actual truck with an instructor.</p>
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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. Virage Simulation warrants that the Product, if operated as directed, will substantially achieve the functionality described in the documentation provided. Virage Simulation warrants that, for a period of 12 months from the time of Acceptance, the hardware manufactured by Virage shall be free from defects in material and workmanship under normal use and service. Parts broken under normal operation may be repaired or replaced at the option of Virage.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Warranty shall not apply to parts that have been (a) subjected to misuse, neglect, accident, damage in transit, abuse, or unusual hazard; (b) repaired, altered, or modified by anyone other than Virage unless prior approval from Virage has been obtained. Customer shall cooperate with Virage to protect and enforce Virage's rights and title with respect to the Products. i) May not sublicense any portion of the Product; or ii) May not reverse engineer, decompile, disassemble, modify, translate, or copy, duplicate, reproduce for any other purpose than a backup for archival purposes, make any attempt to discover the source code of the Product, or create derivative works from the Product. iii) Should prohibit unauthorized copying of Virage's software and prohibit the transfer of the programs to any other system. iv) Permit Virage the right of reasonable entry to visit and inspect Customer's place of business for the purpose of verifying, to the satisfaction of Virage, that Customer is performing its obligations under this Agreement.
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 there is not. Our company provides service to customers anywhere in the U.S. and Canada.
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?	Yes. Virage Simulation takes care of getting the simulator back in operation as quickly as possible and then deals with the OEMs for their warranty service. Off-the-shelf OEM equipment such as displays, computers, and other equipment purchased by Virage will be guaranteed according to the term of the specific manufacturer of the equipment.
51	What are your proposed exchange and return programs and policies?	Parts broken under normal operation may be repaired or replaced at the option of Virage.
52	Describe any service contract options for the items included in your proposal.	Virage Simulation offers annual service contracts during the lifetime of the products. The services offered are: 1. Annual Support with an Extended Warranty. 2. Annual Support with an Extended Warranty and one annual Software Update. 3. Annual Support with an Extended Warranty and one annual Software Update and one onsite preventive maintenance. All service contracts include an extended warranty on all Virage Simulation manufactured parts; mechanical and electronics. A Customer can procure this extended warranty throughout the lifetime of our simulators.

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>Product and Service Guarantee:</p> <p>We commit to providing reliable and effective training tools and services, on time with the proper setup and training that will exceed Customer expectations.</p> <p>We commit to ensuring our products can be maintained in operation throughout their projected 10-year or more lifetime.</p> <p>Our Customer Support team is committed to promptly help, 24 hours a day, 7 days a week to ensure your simulator remains in service and any questions are addressed to your entire satisfaction.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Virage Simulation measures KPIs such as Service Provide Response Time, Resolution Time, First-Call Resolution to ensure Virage remains reactive to all Customer requests. We also feed the Customer issues back into the product development cycle to ensure long-term solutions and improvements are implemented to improve future product quality and longevity.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Virage Simulation accepts many payment terms. The most common are:</p> <p>Two payment terms are offered:</p> <p>1. Milestone payments:</p> <p>A) 50% deposit of total order at the time of Customer Purchase Order.</p> <p>B) 40% deposit of total order before shipment from Virage Simulation's factory.</p> <p>C) 10% of total order after the installation on site</p> <p>or</p> <p>2. Single payment upon delivery, NET 30</p>
56	Describe any leasing or financing options available for use by educational or governmental entities.	We provide leasing and financing options via third-party financing providers. Virage Simulation provides third-party contact and the Customers interact directly with the third-parties for all the financing details.
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.	Virage Simulation accepts standard company Purchase Orders to trigger an order. Upon final product delivery and acceptance by the Customer, a Delivery Certificate with all the details of the purchased product hardware and software configuration will be signed by the Customer.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No.

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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Refer to the attached Virage Simulation Price Sheet document for our pricing. We provide line-item pricing for each standard product. Standard list price and Sourcwell discounted price is provided for each line item.	*
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.	We provide a 2% discount to our standard list price.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	We offer a 5% discount on the Sourcwell price for the 2nd plus units conditional to being purchased at the same time and delivered to the same location. When delivered to different locations, the discount is 2% instead of 5% on those additional units.	*
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.	Virage will supply a quote for each such request.	*
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.	Any cost related to non-standard off-the-shelf equipment or features that require analysis, site survey, hardware, or software development is not included in this response and will be priced separately at the time of the proposal.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping to all areas of the continental US is included in the pricing. Shipping to Alaska, Hawaii, and all other off-shore insular areas will incur additional shipping and T&L costs that will be determined and provided at the time of the proposal submission. Shipping to all areas of Canada except YT, NT, and NU is included in the price. Shipping to YT, NT, and NU will incur additional shipping and T&L costs that will be determined and provided at the time of the proposal submission.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to all areas of the continental US is included in the pricing. Shipping to Alaska, Hawaii, and all other off-shore insular areas will incur additional shipping and T&L costs that will be determined and provided at the time of the proposal submission. Shipping to all areas of Canada except YT, NT, and NU is included in the price. Shipping to YT, NT, and NU will incur additional shipping and T&L costs that will be determined and provided at the time of the proposal submission.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None applicable for our products.	*

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.	The Sourcwell pricing is equivalent to our best 2022 pricing available for state contracts.

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.	This is fairly easy. We already use a similar process with our sales representatives and business partners in other areas of the world. All sales are logged to a specific source in our sales database. Sales to Sourcewell participating entities will be recorded in our sales database accordingly and on a quarterly basis, the proper reporting of all sales associated with Sourcewell will be easily extracted and remittance of fees will be performed accordingly.
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.	For each sale, the accounting system captures the revenues and expenses associated with that sale. Virage Simulation monitors the profit margins on each contract. We also monitor EBITA, sales per staff, and many other parameters to ensure success.
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.)	Virage Simulation will pay an administrative fee of 1.25% of the sale performed under this Contract. Our products generally sell for more than \$100,000 each.

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

Line Item	Question	Response *
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71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>We have included as a separate attachment a description of all the products we are offering in our proposal.</p> <p>The driving simulators and training program products being offered are:</p> <p>1- VS600M Truck Simulator for professional driver orientation and recurrent training. Includes training programs for basic skills as well as defensive driving, rollover prevention, transport of liquids, distracted driving, fatigue management, and more. View description: https://ln.sync.com/dl/dd60a8050/ygpptxn-pah5fzjz-64qv7st-rgnwws4y View website: https://viragesimulation.com/vs600m-truck-simulator/</p> <p>2- VS600M CDL Truck Simulator for new CDL driver training. Includes our unique and award-winning proficiency-based Golden Training Programs for shifting, backing, turns, coupling and uncoupling, pre-trip inspections, plus a CDL testing area. View description: https://ln.sync.com/dl/2a0e50880/w2ddt228-izmv3x5u-8csee4fe-pzs6h2aj View website: https://viragesimulation.com/vs600m-truck-simulator/</p> <p>3- VS600M-S Snowplow Truck Simulator for new and experienced drivers. Includes the snowplow training program and a library of truck driver training scenarios to support the integration of new drivers into your organization, evaluate and upgrade experienced drivers and improve the overall performance of your operations. View description: https://ln.sync.com/dl/2e2f96d50/2fir4erf-n83jmdw6-xubqv8jw-98sigeq5 View website: https://viragesimulation.com/snowplow-simulator-vs600m/</p> <p>4- VS600M-W Solide Waste & Recycling Truck Simulator for new and experienced drivers. Includes the waste management vehicles with automated arm operations training program and a library of truck driver training scenarios to support the integration of new drivers into your operations, upgrade experienced drivers skills and improve the overall performance and safety as well as decrease the number of incidents and their cost to your organization. View description: https://ln.sync.com/dl/91bc81df0/997u699b-utajxhvk-8xasyy3v-529m6upc View website: https://viragesimulation.com/vs600m-w-waste-and-recycling-truck-simulator/</p> <p>5- VS600M-B School Bus Truck Simulator for new and experienced drivers. Includes the school bus training program and a library of truck driver training scenarios to support the integration of new drivers into your organization, and upgrade experienced drivers and improve the overall performance of your operations. View description: https://ln.sync.com/dl/15134f660/4f2icqgj-kn6h3tpe-2igs7ezt-dw9byatn View website: https://viragesimulation.com/vs600m-b-school-bus-driving-simulator/</p> <p>6- VS700M Transit Bus Simulator for new and experienced drivers. Includes the transit bus specific training programs include a large bus parking garage for tight parking maneuvers, and a library of truck driver training scenarios including defensive driving training to support the integration of new drivers into your organization, upgrade experienced drivers skills and improve the overall performance of your operations. View description: https://ln.sync.com/dl/53d119e20/92cpvgkm-yfpykt3b-5k776hri-t69dphmk</p> <p>7- VS500M Car Simulator for new and experienced drivers. Includes the full training programs for new drivers including distracted and defensive driving training programs. View description: https://ln.sync.com/dl/e082bd700/sfz2ja6h-6ri22u74-hgvkmupj-2zvijxmk View website: https://viragesimulation.com/vs500m-car-simulator-training-and-research/</p> <p>8- VS500M-P Law Enforcement Simulator for cadet and experienced police officers. Includes the full law enforcement training programs to support cadet training as well as police officer recurrent training. View description: https://ln.sync.com/dl/1088984f0/yvtr3zyp-fmb5d5fs-7m8u6yev-eutx6p7d View website: https://viragesimulation.com/vs500m-p/</p> <p>9- VS550M-EMS Ambulance Simulator for new and experienced drivers. Includes training programs for basic skills, advanced training with distractions and defensive driving as well as emergency driving to support new drivers in schools and colleges as well as experienced driver recurrent training in emergency agency operations. View description: https://ln.sync.com/dl/813f8fc50/gn3bqtea-j3d456z4-s8psbct9-3srcfj5c</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Refer to item 71 for our training solution categories and subcategories.

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 <input type="radio"/> No	Virage offers mobile training classrooms (trailers) as well as portable solutions to our Customers. As pricing, options and availability vary significantly, these will be quoted on request only.
74	Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, or equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Truck driving simulator with multiple options and features for CDL training, professional driver recurrent training, snowplow & tow plow driver training, refuse waste- management driver training, and school bus driver training. Transit bus driving simulator for training. Car driving simulator for light vehicle new driver training, professional driver recurrent training, and law enforcement driver training. EMS driving simulator for ambulance driver training.</p> <p>Refer to line item 71 for a detailed description of these products.</p>
75	Instructional, educational, and training programs or systems with related materials and supplies.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Virage includes scripted training scenarios / collections (training programs) for each simulator vehicle types being offered.
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 <input type="radio"/> No	All services such as Virage simulator product and courseware design, installation, maintenance, repair, training, integration, support, and customization are offered.

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.	Virage Simulation offers interoperability "One platform many vehicles" within specific categories of simulator systems. For example, a VS600M truck simulator can be retrofitted with optional hardware and software modules to also be used as a Snowplow driver training simulator. Virage Simulation products can also be used with other manufacturers' products. For example, the VS500M-P law enforcement driving simulator can be used with another manufacturer's Use of Force training simulator. Scripted training scenarios can be created/modified on the VS500M-P driving simulator to provide a continuous training sequence from driving to arrival on scene to address a use of force situation.
78	Describe your strategy related to implementation, use of installation partners and integration with other training products and systems if applicable.	Virage Simulation performs all installations with our on staff customer service specialists or US Small Business consulting specialists that have been fully trained and certified by Virage Simulation to perform that function. Virage products can also, as mentioned in the response to line item 77, be integrated with other manufacturers' products to provide augmented training opportunities.
79	Explain your licensing process and service agreements with end users.	Virage Simulation grants and Customer accepts nonexclusive licenses to the software components imbedded in its Products. Customer shall be permitted to use the Product for its internal business operations. Customer may not copy any of the Product or distribute or transfer the Product except as provided herein. Customer acknowledges that: i) the software programs included in the Product are the exclusive property of Virage Simulation or their respective manufacturers and suppliers and no ownership title is being granted to the Customer, or any other third party; ii) That the software programs included in the Product are subject to a restricted license whereby their use is restricted to the scope of the simulators being provided by Virage Simulation. The one-time cost of this license is included when a simulator is purchased and there is no renewal cost during the product's lifetime.
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).	The Virage Simulation products are built to meet all standards required for safe operation. The simulators meet the CSA/UL and EMC safety standards required by the industry for those type of products.
81	Explain and provide information about any design services you provide if applicable.	Virage Simulation also provides custom-designed products and services when requested by customers for specific driver training and assessment applications. For example, the mining industry required special vocational vehicles and training scenarios to address driving issues in particular mining driving environments where drivers tended to damage trucks. Virage provided custom vehicle simulation and very accurate performance specs, developed the training scenarios and driving environment for that special application allowing the mining safety training department to achieve its objective of reducing accident and vehicle damage costs with proper driver training on the simulator.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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](#) - Virage Simulation Price Sheet - Jan 2022.pdf - Sunday January 16, 2022 16:22:22
 - [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Sunday January 16, 2022 16:24:30
 - [Marketing Plan/Samples](#) - Marketing Brochures-Samples.zip - Monday January 17, 2022 10:41:25
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Conditions of sale - Warranty.pdf - Sunday January 16, 2022 16:30:55
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Product Brief Description Summaries.zip - Sunday January 16, 2022 16:27:56

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. - DANNY GRENIER, PRESIDENT, VIRAGE SIMULATION INC.

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 Tue December 14 2021 07:23 AM	<input checked="" type="checkbox"/>	2