



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Governmental Operations Committee
Agenda

Wednesday, July 15, 2026

5:30 PM

**324 S.Saginaw St., Bryant "BB"
Nolden Auditorium**

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2026-0889](#) Approval of Meeting Minutes - June 10, 2026

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

DIRECTOR OF ADMINISTRATION REPORT

[26-487](#) Update from Khoury Johnson Leavitt

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2026-0644](#) Approval of a agreement between Genesee County and Karpel Solutions, in an amount not to exceed \$118,000.00, to provide for the annual subscription costs of PROSECUTORbyKARPEL; the cost of this agreement will be paid from the accounts listed
2. [RES-2026-0651](#) Approval the recommendation of the Genesee County Surveyor to appoint the Remonumentation Peer Review Committee Members for 2026 Grant Year
3. [RES-2026-0691](#) Approval of a grant award from the State Court Administrative Office, in the amount of \$27,000.00, to provide for additional supervised parenting time services; the budget for this grant is attached

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4. [RES-2026-0694](#) Approval of a grant award from the Michigan DNR, in the amount of \$28,700.00, to provide for the 2026 Marine Safety Program; a copy of the budget is attached-Increase in General Fund budget of \$9,567.00 from fund balance
 5. [RES-2026-0704](#) Approval of a request by Genesee County's Sheriff's Office for the purchase of a Virage Truck Driving Simulator, in the amount of \$155,612.00, to expand workforce development for the Genesee County Jail IGNITE course offerings; the purchase is to be paid for from the GIVE grant account #2642-351.01-978.000 and is no cost to the general fund
 6. [RES-2026-0711](#) Approval of an amendment to prior resolution 2026-0257 for a purchase order to the Mass Transportation Authority for the fiscal year ending in 2026, in an additional amount not to exceed \$3,800.00, to provide for transportation services for mental health court participants; the cost of this purchase order will be paid from account 2925-294.00-913.005
 7. [RES-2026-0729](#) Approval of an agreement between Genesee County and Fleis & Vandenbrink, Inc., in an amount not to exceed \$31,140.00, to extend surveying services for the County for the 2026 Genesee County Remonumentation Grant, for the period commencing January 1, 2026, through December 31, 2026; to be paid from account 2970-245.00-801.004
 8. [RES-2026-0730](#) Approval of an agreement between Genesee County and Davis Land Surveying and Engineering, Inc., in the amount not to exceed \$8,650.00, to extend surveying services for the County for the 2026 Genesee County Remonumentation Grant, for the period commencing January 1, 2026, through December 31, 2026; to be paid from account 2970-245.00-801.004
 9. [RES-2026-0767](#) Approval of a purchase order to InvolvedDad for the fiscal year ending in 2026, in an amount not to exceed \$3,500.00, to provide services to the participants of the Specialty Court Programs through the 7th Circuit Court; the cost of this purchase order will be paid from several grants
 10. [RES-2026-0768](#) Approval to amend a purchase order to New Paths, Inc., not to exceed an additional \$7,510.00, to provide for substance use treatment services in Genesee County's Specialty Courts; the cost of this purchase order is grant funded and will be paid from the accounts listed
 11. [RES-2026-0806](#) Approval of a resolution recognizing July 2026 as Disability Pride Month in Genesee County
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12. [RES-2026-0867](#) Approval to review and accept the attached MOU allowing the Michigan Drone Association (MDA) to install a drone detection sensor on the rooftop of the Genesee County Administration Building

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0889

Agenda Date: 7/15/2026

Agenda #:

Approval of Meeting Minutes - June 10, 2026



GENESEE COUNTY

— M I C H I G A N —

Genesee County Governmental Operations Committee Meeting Minutes

Wednesday, June 10, 2026

5:30 PM

324 S.Saginaw St., Bryant "BB"
Nolden Auditorium

I. CALL TO ORDER

Commissioner Loyd called the meeting to order at 6:25 PM.

II. ROLL CALL

Present: Delrico J. Loyd, Shaun Shumaker, Charles Winfrey, Beverly Brown,
James Avery, Martin L. Cousineau and Brian K. Flewelling

Absent: Gary L. Goetzinger and Dale K. Weighill

III. APPROVAL OF MINUTES

[RES-2026-0721](#) Approval of Meeting Minutes - May 6, 2026

RESULT: APPROVED

MOVER: Brian K. Flewelling

SECONDER: James Avery

Aye: Chairperson Loyd, Vice Chair Shumaker,
Commissioner Winfrey, Commissioner Brown,
Commissioner Avery, Commissioner Cousineau and
Commissioner Flewelling

Absent: Commissioner Goetzinger and Commissioner
Weighill

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

DIRECTOR OF ADMINISTRATION REPORT

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2026-0499](#) Approval of a purchase order to Great Lakes Civil Service, in an amount not to exceed \$10,000.00, to provide for service of process for juvenile matters for the remainder of FY26; the cost of this purchase order will be paid from account 1010-662.00-812.000

 RESULT: REFERRED
 MOVER: James Avery
 SECONDER: Charles Winfrey

 Aye: Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling

 Absent: Commissioner Goetzinger and Commissioner Weighill

2. [RES-2026-0564](#) Approval of a request by Genesee County's Office of Community Corrections to apply for a grant, in the amount of \$658,616.00, from the Michigan Department of Corrections (MDOC) for FY2027

 RESULT: REFERRED
 MOVER: James Avery
 SECONDER: Charles Winfrey

 Aye: Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling

 Absent: Commissioner Goetzinger and Commissioner Weighill

3. [RES-2026-0582](#) Approval of a lease agreement between Genesee County and the City of Flint for office space at the McCree Building; the term of this agreement is June 1, 2026 through December 31, 2029

 RESULT: REFERRED
 MOVER: James Avery
 SECONDER: Charles Winfrey

 Aye: Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling

 Absent: Commissioner Goetzinger and Commissioner Weighill

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4. [RES-2026-0622](#) Approval of an agreement between Genesee County and Mt. Morris Schools, in an amount not to exceed \$240,000.00, to provide educational services at Genesee County's Juvenile Justice Center; the term of this agreement is July 1, 2026 through June 30, 2027; the cost of this agreement will be paid from the accounts listed
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner Weighill
5. [RES-2026-0623](#) Approval of an agreement between Genesee County and Variety Food Services, in an amount not to exceed \$375,544.00, to provide food services at Genesee County's Juvenile Justice Center; the term of this agreement is July 1, 2026 through June 30, 2027; the cost of this agreement will be paid from the accounts listed
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner Weighill
6. [RES-2026-0633](#) Approval of a purchase order to Bound Tree Medical for the fiscal year ending 2026, in an amount not to exceed \$45,000.00, to provide for the purchase of medical supplies at Genesee County's Office of the Sheriff; the cost of this purchase order will be paid from account 2110-313.00-764.000
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner Weighill
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7. [RES-2026-0649](#) Approval of a grant award from the State of Michigan to provide for the 2026 Remonumentation efforts by Genesee County's Surveyor; the budget for this grant is attached
- RESULT:** REFERRED
- MOVER:** James Avery
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner Weighill
8. [RES-2026-0660](#) Approval of a request by Genesee County's Prosecutor's Office to renew an Auto Theft & Fraud Prosecution Grant from the Automobile Theft Prevention Authority, a division of the Michigan State Police, for the period of October 1, 2026 through September 30, 2027
- RESULT:** REFERRED
- MOVER:** James Avery
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner Weighill
9. [RES-2026-0662](#) Approval of a purchase order to Arrowhead Upfitters, in an amount not to exceed \$220.00, to provide for vehicle electronics repair; the cost of this purchase order will be paid from the accounts listed
- RESULT:** REFERRED
- MOVER:** James Avery
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner Weighill

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10. [RES-2026-0664](#) Approval of a request by Genesee County's Prosecutor's Office to apply for Local Prosecutor Support Grants from the State of Michigan, for the retroactive periods October 1, 2024 - September 30, 2029 and October 1, 2025 - September 30, 2030, in the amounts of \$1,456,585.00 and \$1,519,725.00, respectively, for FY2025 and FY2026
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner Weighill
11. [RES-2026-0670](#) Approval of a purchase order to Genesee County 9-1-1, in an amount not to exceed \$17,730.91, to provide access for GAIN and the Sheriff's Office; the cost of this purchase order will be paid from the accounts listed
- RESULT:** REFERRED
MOVER: Shaun Shumaker
SECONDER: James Avery
- Aye:** Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling
- Nay:** Chairperson Loyd and Vice Chair Shumaker
- Absent:** Commissioner Goetzinger and Commissioner Weighill
12. [RES-2026-0685](#) Approval of an agreement between Genesee County and Tyler Technologies, in an amount not to exceed \$54,808.00, to provide jury management software; the cost of this agreement will be paid from account 1010-283.00-933.001
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner Weighill
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13. [RES-2026-0734](#) Approval of a resolution recognizing July as French-American Heritage Month in Genesee County
- RESULT:** REFERRED
- MOVER:** James Avery
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Brown,
 Commissioner Avery, Commissioner Cousineau and
 Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner
 Weighill
14. [RES-2026-0735](#) Approval of a resolution recognizing July as Nuclear Family Month in Genesee County
- RESULT:** REFERRED
- MOVER:** James Avery
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Brown,
 Commissioner Avery, Commissioner Cousineau and
 Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner
 Weighill
15. [RES-2026-0736](#) Approval of a resolution recognizing July 26, 2026 as the anniversary of the Americans with Disabilities Act in Genesee County
- RESULT:** REFERRED
- MOVER:** James Avery
- SECONDER:** Charles Winfrey
- Aye:** Chairperson Loyd, Vice Chair Shumaker,
 Commissioner Winfrey, Commissioner Brown,
 Commissioner Avery, Commissioner Cousineau and
 Commissioner Flewelling
- Absent:** Commissioner Goetzinger and Commissioner
 Weighill
16. [RES-2026-0737](#) Approval of a resolution commemorating July 4, 2026 as the 250th Anniversary of the United States of America and honoring the contributions of Genesee County to the nation's history, industry, defense, and prosperity
- RESULT:** REFERRED
- MOVER:** James Avery
- SECONDER:** Charles Winfrey

Aye: Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling

Absent: Commissioner Goetzinger and Commissioner Weighill

VIII. OTHER BUSINESS

RES-2026-0759 Motion to add RES-2026-0693 to the agenda

RESULT: APPROVED

MOVER: Brian K. Flewelling

SECONDER: James Avery

Aye: Chairperson Loyd, Vice Chair Shumaker, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling

Absent: Commissioner Goetzinger and Commissioner Weighill

RES-2026-0693 Approval of a purchase order to 4Sight Labs, in an amount not to exceed \$158,308.22 for the initial year and \$107,625.00 for each subsequent year after the anniversary date, for the purchase of fifty (50) OverWatch® biometric monitoring devices and associated platform infrastructure

RESULT: REFERRED

MOVER: Brian K. Flewelling

SECONDER: Charles Winfrey

Aye: Chairperson Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Cousineau and Commissioner Flewelling

Nay: Vice Chair Shumaker

Absent: Commissioner Goetzinger and Commissioner Weighill

IX. ADJOURNMENT

The meeting was adjourned at 7:06 PM..



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: 26-487

Agenda Date: 7/15/2026

Agenda #:

Update from Khoury Johnson Leavitt



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0644

Agenda Date: 7/15/2026

Agenda #: 1.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: David Leyton, Prosecutor

RE: Approval of a agreement between Genesee County and Karpel Solutions, in an amount not to exceed \$118,000.00, to provide for the annual subscription costs of PROSECUTORbyKARPEL; the cost of this agreement will be paid from the accounts listed

BOARD ACTION REQUESTED:

Authorization to enter into a Renewal Agreement with Karpel Solutions ("Karpel") to allow our continued use of the PROSECUTORbyKARPEL® digital case management system.

BACKGROUND:

In 2022, the Genesee County BOC first authorized our transition into the Karpel electronic case management system and we went live on May 1, 2023. Overall, Karpel has been a great success allowing us to go paperless for all our criminal case files including coordination with all local and state police agencies who submit their investigation packets and warrant requests to us electronically. Karpel is used by over 80 counties and cities throughout Michigan to automate, streamline, and manage criminal case files including discovery with defense attorneys.

DISCUSSION:

Our current contract expired on April 10, 2026 and the proposed renewal contract would be for a term of one (1) year and will automatically renew for subsequent one-year terms unless terminated by either party according to the terms of the agreement.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The proposed renewal agreement includes several costs: (1) an annual maintenance fee of \$800 per user and an annual hosting fee of \$150 per user and currently we have 80 users; (2) an annual external agency and eSubpoena fee of \$6,000 (to cover all police agencies we service); and (3) a storage fee of \$500 per terabyte (TB) that goes beyond 2TB of storage. While we cannot pinpoint exactly how much storage space we will end up needing, the proposed agreement forecasts an amount of 74TB. Using that forecast in the proposed agreement would bring us to a total cost of \$118,000 for the year. If we stayed at our current storage level of 64TB, our total cost would be \$113,000 and if our storage requirements were reduced even further then the amount would be even lower. This will be paid from accounts 1010-296.01-801.004 and 2388-296.01-801.004 as outline in

resolution 2026-0672.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This agreement will support the County priority of advancing public safety through an effective and efficient administration of prosecution services and case management in coordination with local police agencies and the courts.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of the Prosecuting Attorney to authorize entering into a one (1) year renewal agreement between Genesee County and Karpel Solutions, whereby the contractor will provide access to its PROSECUTORbyKARPEL® digital case management system along with technical support, at a cost based on the terms of the agreement estimated to be \$118,000.00 to be paid from accounts 1010-296.01-801.004 and 2388-296.01-801.004, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the July 15, 2026 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

GENESEE COUNTY PROSECUTING ATTORNEY'S OFFICE Genesee County, MI

RENEWAL AGREEMENT



PROSECUTORbyKarpel® & HOSTEDbyKarpel®

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This Renewal Agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and **Genesee County, MI** (hereinafter referred to as “Client”) is hereby entered into between the parties with respect to one or more of Karpel Solutions’ copyrighted software program(s) known as PROSECUTORbyKarpel®, and/or HOSTEDbyKarpel® (hereinafter referred to as “the Software Program(s)”).

1. INVESTMENT SUMMARY AND PRICING

Karpel Solutions will grant to Client a license to use the Software Program(s) as set forth herein in exchange for payment as follows:

Description	Quantity	Cost	Annual Total
PROSECUTORbyKarpel - Annual PBK Maintenance Includes 24x7 support, 2 upgrades annually & Unlimited eDiscovery	80	\$800	\$64,000
PBK Annual Hosting	80	\$150	\$12,000
PBK External Agency & eSubpoena	1	\$6,000	\$6,000
Hosting Additional Storage <u>estimated</u> 74 TB (2 TB Free; 72 TB Billable)	72	\$500	\$36,000
Total			\$118,000

This pricing is based upon the following terms and conditions:

1. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate the Software Program(s). Such expenses are solely Client’s responsibility.
2. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of the Software Program(s). If Client’s storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to Client’s bill at the rate(s) set forth in the Cost Sheet. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
3. Client agrees to pay Karpel Solutions for any materials purchased for Client’s use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and ground transportation.
4. Upon termination of this Agreement, whether by Client, Karpel, or mutual agreement of the parties, Client agrees to pay to Karpel Solutions a data collection fee in the amount of \$1,000 to compensate Karpel Solutions for its time and services required in connection with the return of Client Content and Confidential Information upon termination of this Agreement.

1.1 Payment Terms

Annual fees for the Agreement are due and payable within 30 days of the renewal date, unless Karpel Solutions or Client gives notice as set forth herein of intent not to renew or otherwise terminates this Agreement as set forth in "Termination" below.

TERM. This Agreement shall be for a term of one (1) year, beginning **8/1/2026**, and shall automatically renew for subsequent one (1) year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions, though Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

SUSPENSION OR TERMINATION OF SERVICES FOR NON-PAYMENT. In the event that Client fails to pay any amounts due and such non-payment continues for a period of ninety (90) days, Karpel Solutions may suspend Services hereunder until full payment is received and/or may terminate this Agreement for non-payment, in addition to, and without limitation to, exercising any other rights or remedies which may exist under the law.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Client agrees to pay any and all costs of collection incurred by Karpel Solutions, including, but not limited to, any attorneys' fees incurred by Karpel Solutions, with respect to any past due balance(s) on Client's account.

2. ANNUAL SUPPORT

2.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at Client's discretion. Client's license to use the Software Program(s) is not dependent upon Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the Software Program(s), unless the updates are purchased by Client. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the term of the Agreement. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

2.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software Program(s) provided, including ongoing unlimited telephone technical support problem determination and resolution.

2.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

2.1.3 INCLUDED SUPPORT

Support services include the detection and correction of errors in the Software Program(s) and the implementation of all of the Software Program(s) changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live, allowing Karpel Solutions to provide the needed support to meet the service level agreement.

2.1.4 RESPONSE TIMES

Karpel Solutions will be responsive and timely to technical support calls/inquires made by Client. Client will first make support inquires through their qualified system administrators to assure the policies and business practices of Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time as follows:*

**If the remote support tool is not installed or available with respect to a reported issue, Karpel Solutions will not provide technical support for any such reported issues.*

Severity Level 1 shall be defined as urgent situations, when Client's production system is down and Client is unable to use the Software Program(s), Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by Client.

Severity Level 2 shall be defined as critical Software Program(s) system component(s) that have significant outages and/or failure precluding successful operation, and possibly endangering the customer's environment. The Software Program(s) may operate but are severely restricted. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by Client.

Severity Level 3 shall be defined as a minor problem that exists with the Software Program(s) but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software Program(s), unless otherwise authorized in writing by Client.

General Assistance: For general Software Program(s) support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day.

2.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software Program(s) in a consistent and reliable manner. Karpel Solutions will provide the Software Program(s) to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance Including, but not limited to, outline, preventative or emergency maintenance of the Software Program(s). Client understands that scheduled maintenance may affect availability of the Software Program(s). If scheduled maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Software Program(s), Karpel Solutions will use its best efforts to maintain consistent, regular and validated backup of Client Content and Confidential Information imported into the Software Program(s) in accordance with the Microsoft Azure government cloud network's policies and procedures. Upon written request, Karpel Solutions will make available to Client a copy of the current Microsoft Azure retention and backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content and Confidential Information maintained in the Software Program(s). Karpel Solutions will maintain the Software Program(s) in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure

government cloud policies and procedures to protect the integrity and security of the Software Program(s).

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Software Program(s), Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

3. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all rights, title and interests in and to the Software Program(s) and any related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software Program(s) will become the property of Karpel Solutions, and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software Program(s) on the terms and conditions set forth in this Agreement.

CLIENT OWNERSHIP: Client retains all rights, title, and interests in and to Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify Client Content solely to the extent necessary and for the sole purposes of providing access to the Software Program(s) or otherwise complying with its obligations under this Agreement.

COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.

4. CLIENT RESPONSIBILITIES & OBLIGATIONS

PASSWORD PROTECTION AND USER REQUIREMENTS. Access to the Software Program(s) is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Software Program(s). **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION**. Karpel Solutions is not responsible for Client's use of the Software Program(s). Only the number of users set forth in the Cost Sheet may access the Software Program(s). Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Software Program(s). Client agrees that Karpel Solutions is not liable for, and Client agrees to hold Karpel Solutions harmless for, any unauthorized access to the Software Program(s), including without limitation, access caused by data destruction and/or failure to protect the login and password information of users.

RESTRICTIONS ON USE. Client agrees to conduct all activities on the Software Program(s) in accordance with all applicable laws and regulations. Access to the Software Program(s) must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software Program(s), source code,

algorithms, or underlying ideas of the Software Program(s); (ii) add to, remove from, or otherwise modify the Software Program(s), interfaces, and/or data without the express written consent of Karpel Solutions; (iii) provide, lease, lend, subcontract, sublicense, or re-publish for service bureau or hosting purposes any or all of the Software Program(s); (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software Program(s) or (v) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software Program(s).

SUSPENSION OF ACCESS. Karpel Solutions reserves the right to immediately suspend access to Software Program(s) without notice and at any time: (i) if Karpel Solutions suspects or has reason to suspect a security or data breach; (ii) if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party; (iii) if Client misuses the Software Program(s); (iv) if Client fails to make any payments as required under this Agreement; and/or (v) if Client otherwise violates this Agreement. Karpel Solutions will provide notice to Client upon suspension of the Software Program(s).

5. LICENSE TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. They are licensed (not sold) and are licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated Documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the Software Program(s). A separate license of the Software Program(s) is required for each authorized user or employee. Each license of the Software Program(s) may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor by more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined).

Client agrees to allow Karpel Solutions to audit Client's use of the Software Program(s) and licenses of the Software Program(s) at any time. Client will cooperate with respect to the audit, including providing access to any books, computers, records or other information that relate to the use of the Software Program(s). Such audit will not unreasonably interfere with Client's activities.

In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the Software Program(s), Karpel Solutions shall be entitled to, and Client must pay to Karpel Solutions, the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training for the unauthorized user(s) associated with each violation, and Client will also reimburse Karpel Solutions for the reasonable

cost of the audit, in addition to any other remedies to which Karpel Solutions may be entitled under the law.

3. This license does not transfer any rights to Software Program(s) source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.
4. Client may not use, copy, modify, or transfer the Software Program(s) or Documentation, in whole or in part, except as expressly provided herein. The Software Program(s) and the Documentation are protected by copyright and trade secret laws. Karpel Solutions retains all rights in any copy, derivative or modification to the Software Program(s) and Documentation no matter by whom made. The Software Program(s) are licensed for single installations of one full time employee or two part-time employees as set forth above. A separate license is required for each installation of the Software Program(s). Client shall not provide or disclose or otherwise make available the Software Program(s) or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and/or distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.
5. The Software Program(s) were developed exclusively at private expense and are Karpel Solutions' trade secrets. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software Program(s) and Documentation shall be considered exempt from disclosure. The Software Program(s) are "commercial computer software" subject to limited utilization "Restricted Rights." The Software Program(s), including all copies, are and shall remain proprietary to Karpel Solutions. In the event that a third party seeks to compel disclosure and/or production of the Software Program(s) or Documentation by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.

6. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Software Program(s) and Services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software Program(s) in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Software Program(s) or Services are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth below.

Karpel Solutions makes no warranties, express or implied, as to any third-party software or as to Karpel Solutions' ability to support such software on an on-going basis. Karpel Solutions also makes no warranties, express or implied, as to the quality of or the ability of software developed

by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by Client.

2. **INTERNET:** Karpel Solutions makes the Software Program(s) available to Client through the Internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Software Program(s). Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of the Software Program(s) attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. **SYSTEM REQUIREMENTS:** Karpel Solutions provides the Software Program(s) based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Software Program(s) based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. **WARRANTY LIMITATION:** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from: (i) Client's failure to use any new or corrected versions of the Software Program(s) made available, (ii) use of the Software Program(s) by Client for any purpose and/or in any manner other than that authorized in this Agreement, (iii) use of the Software Program(s) in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software Program(s), (iv) misuse of the Software Program(s) by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification or alteration of the Software Program(s) not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
5. **DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPel SOLUTIONS DOES NOT WARRANT: (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SOFTWARE PROGRAM(S) WILL BE CONTINUOUS, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE PROGRAM(S) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR (iii) THAT THE SOFTWARE PROGRAM(S) WILL MEET CLIENT'S NEEDS.**
6. **EXCLUSIVE REMEDIES:** If the Software Program(s) provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty above, Karpel Solutions' sole obligation shall be to correct or modify the Software Program(s) at no additional charge to Client. If Karpel Solutions is unable to correct or modify the Software Program(s) to the satisfaction of Client, Client's sole remedy will be to terminate this Agreement by written notice to Karpel Solutions and receive a refund of any fees pre-paid, if any, for the pro rata remainder of the then-effective term of this Agreement.

7. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO CLIENT SHALL BE LIMITED TO THE LESSER OF: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE THIRTY (30) DAY PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT AGREES THAT CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS, AND CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH INSURANCE PROCEEDS IN FULL SATISFACTION OF SUCH CLAIM(S).**

8. TERMINATION

TERMINATION BY CLIENT: In the event that Client believes that Karpel Solutions has failed to perform or materially breached this Agreement, Client shall provide thirty (30) days' written notice to Karpel Solutions of Client's intent to terminate this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If the alleged failure or breach cannot be cured within thirty (30) days, but Karpel Solutions has initiated good-faith efforts to cure the breach within the thirty (30) day period, the cure period shall be extended for a reasonable period of time so as to allow Karpel Solutions to complete the cure of the alleged failure or breach. If at the end of the cure period Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement by providing written notice of termination.

TERMINATION BY KARPEL SOLUTIONS: Karpel Solutions may terminate this Agreement on thirty (30) days' written notice to Client for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. Failure to timely pay all amounts due and owing and failure to reasonably cooperate with Karpel Solutions in connection with the Services, among other things, shall constitute material breaches of this Agreement.

TERMINATION FOR INSOLVENCY. Either party may immediately terminate this Agreement by providing written notice of termination in the event the other party: (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER TERMINATION OR EXPIRATION: Upon termination or expiration of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Software Program(s), and each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained

or shared during the course of the Agreement. Client understands that upon termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Software Program(s) provided under this Agreement.

FINAL PAYMENT. In addition to the Data Collection Fee set forth in the Cost Sheet due and payable to Karpel Solutions upon termination or expiration of this Agreement, Client shall also be responsible for and shall pay any and all fees earned by Karpel Solutions prior to termination or expiration for all work and services performed and/or expenses incurred by Karpel Solutions under this Agreement prior to termination or expiration. Karpel Solutions will send an invoice to Client with respect to these amounts, and final payment of all amounts due by Client to Karpel Solutions must be paid within thirty (30) days of that invoice. Past due accounts will be charged interest at the rate of one and one-half percent (1.5%) per month, or at the maximum rate allowable by law. Client also agrees to pay any costs of collection, including reasonable attorneys' fees, incurred by Karpel Solutions in connection with this Agreement.

9. NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES. Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising and training its employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance and has the potential to hire Karpel Solutions' employees away from Karpel Solutions. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services to others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement by either party for any reason, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by Karpel Solutions at the time of the solicitation, attempted solicitation, and/or hire or who were employed or engaged by Karpel Solutions within the two (2) year period prior to expiration or termination of this Agreement.

CONFIDENTIALITY. Neither party shall disclose or use any Confidential Information of the other party, except as otherwise set forth in or permitted by this Agreement.

PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software Program(s) may be confidential Personally Identifiable Information of third parties. The parties shall use their best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client agrees that Karpel Solutions is not liable, and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information to the extent caused by Client's own negligence, misconduct, or fault.

DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested should the disclosing party wish to seek such a protective order.

INJUNCTIVE RELIEF. The parties acknowledge that any breach of the non-solicitation and/or confidentiality obligations of this Agreement will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution or other equitable relief which may be available to the non-breaching party without prejudice to any other rights and remedies.

10. MISCELLANEOUS

NOTICES. Any notices provided under this Agreement will be in writing and will be deemed to have been properly given if delivered personally or if sent by: (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by certified or registered mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Jeff Karpel
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
karpel@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and/or forum *non conveniens* in such court(s).

MODIFICATION AND WAIVER. Any modifications to this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than one made in an explicit written waiver by an Authorized Representative. No waiver of any breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement, whether similar in nature or not.

ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Client, Karpel Solutions, and Karpel Solutions' successors and assigns. Client may not assign or otherwise transfer Client's rights and/or obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement and/or Karpel Solutions' rights and obligations under this Agreement at any time, and Client's consent to such assignment or transfer is not needed.

FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason

of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

SOFTWARE ANOMALIES. New commercial software releases or upgrades, and any hardware and/or software owned by or licensed to Client, used in connection with the Software Program(s) may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services hereunder if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' fees for the Services at the rates stated in the Agreement whether or not a successful solution to such anomalies or issues is achieved.

CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans with respect to Client's own information technology environment; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for loss of data in the Software Program(s) or security breaches that result in unauthorized dissemination of data contained in the Software Program(s) that are the result of Client's own actions, including, but not limited to, Client not following appropriate operating procedures, security and protective measures, and/or adequate backup contingency plans.

ELECTRONIC DOCUMENTS. Client and Karpel Solutions may communicate by electronic means, including, but not limited to, facsimile documents and email. Both parties agree that a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity, an electronic document that contains a signature or USERID is a signed writing, and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

MARKETING. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Provided Karpel Solutions is not in violation of

the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed on the date set forth below. This License Agreement constitutes the entire agreement between the parties, superseding all prior written and oral agreements. Prior to acceptance of this License Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Genesee County, MI

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Mailing Contact:

Billing Contact:

Mailing Address:

Phone Number: _____

Email Address: _____

Billing Address:

Tax Exempt? No ☐ Yes ☐ ***If yes, please attach copy of tax exempt certificate***



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0651

Agenda Date: 7/15/2026

Agenda #: 2.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Ken Koleda, GIS Director

RE: Approval of Appointment of Remonumentation Peer Review Committee Members for 2026 Grant Year

BOARD ACTION REQUESTED:

Approval of a request by Genesee County's Surveyor to appoint members to the Remonumentation Peer Review Committee for 2026 (Surveyor)

BACKGROUND:

This is the 34th year of the remonumentation program. The annual grant program requires a peer review committee to confirm the work performed by contract surveyors and provides recommendations for resolving corners with conflicting or limited

DISCUSSION:

Each peer review member receives \$150.00 per meeting. Meetings typically last 3-5 hours and historically there have been 3-4 meetings per grant. Funding from account number 2970-245.00-801.004.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None

IMPACT ON FACILITIES:

Minimal, on-site meeting room provided for some meetings.

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This most fits into Community Growth in the sense that the program ensures the best information related to property parcels and other related data which are an important element for all property owners and potential developers.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the County Surveyor to authorize assigning six designated licensed professional surveyors to the 2026 Remonumentation Program Peer Review Board to review Genesee County Remonumented Corners as part of the 2026 Remonumentation Grant and as presented by the County's contract land surveying firms, and to further authorize paying each member \$150.00 for each attended meeting, to be paid out of fund 2970-245.00-801.004, is approved. The five appointees are as follows:

- Paul Brown, P.S. Retired
- Greg McArdle, Meridian Land Surveying
- Gill Bonno, Davis Land Surveying
- Kevin Cleaver, P.S., Fleis & Vandenbrink
- Mark VanRaemdonck, P.S. Landmark Surveying

(a copy of the memorandum request and supporting documents being on file with the official records of the July 15, 2026 Public Works Committee of this Board).



Office of the
GENESEE COUNTY SURVEYOR
ROOM 312, COUNTY ADMINISTRATION BLDG.
1101 BEACH STREET
FLINT, MICHIGAN 48502

TELEPHONE
(810) 257-3020
(810) 230-1333

KIM R. CARLSON, P.E., P.S.
County Surveyor

FAX
(810) 230-7844

May 28, 2026

Genesee County Board of Commissioners
324 S. Saginaw Street
Flint, MI 48502

Attention: Chairperson
Public Works Committee

Reference: Genesee County Remonumentation Program appointment of Peer Review Board

Ladies and Gentlemen of the Board:

I hereby request your approval of the following Licensed Professional Land Surveyors to be assigned to the 2026 Genesee County Peer Review Board to review Genesee County Remonumented Corners presented by contracted land surveying firms. The selected Peer Review Board members are:

Paul Brown, P.S., Retired
Greg McArdle, P.S., Meridian Land Surveying
Gil Bonno, P.S., Davis Land Surveying
Kevin Cleaver, P.S., Fleis & Vandenbrink
Mark VanRaemdonck, P.S. Landmark Surveying

Very truly yours,

Kim R. Carlson, P.E., P.S.
Genesee County Surveyor



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0691

Agenda Date: 7/15/2026

Agenda #: 3.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Jennifer Keillor, Friend of the Court

RE: Approval of a grant award from the State Court Administrative Office, in the amount of \$27,000.00, to provide for additional supervised parenting time services; the budget for this grant is attached

BOARD ACTION REQUESTED:

The Friend of the Court is requesting approval to accept Amendment #1 to the Access and Visitation Grant from the State Court Administrative Office for the Fiscal Year ending in 2026.

BACKGROUND:

Every year, the State Court Administrative Office offers Access and Visitation Grant monies to Friend of the Court offices for the purposes of funding supervised parenting time and supervised exchanges of parenting time. Additional funding became available from the State Court Administrative Office and Genesee County has a great need for additional funding for supervised parenting time services.

DISCUSSION:

Supervised visitation services cannot be funded using the Title IV-D funding that funds the majority of Friend of the Court services. The Access and Visitation Grant is the only source of funding for these services through Friend of the Court. The original grant to Genesee County FOC was exhausted shortly after the first quarter of the fiscal year, and this amendment would provide additional funds for families who require these services. The Friend of the Court will be partnering with two agencies who are trained to provide supervised parenting time and exchange services, Family Matters and KIND. The Friend of the Court will be responsible for reviewing their invoices and assuring that both agencies are complying with the grant and contract requirements.

IMPACT ON HUMAN RESOURCES:

Friend of the Court staff review invoices and reports from the supervised visitation providers. No additional employees are required.

IMPACT ON BUDGET:

The Friend of the Court has a separate fund for supervised visitation. The Amendment would increase the funds from \$20,000 to \$27,000 for FY 25-26. There will be no increase in County appropriation.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Friend of the Court furthers all County priorities by helping create Healthy, Livable, and Safe communities by communicating the available resources and services that the Friend of the Court offers. When families are provided these services in an inclusive and collaborative way, it leads to Community Growth and Long Term Financial Stability for all families in Genesee County

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Friend of the Court to authorize accepting Amendment #1 to the Access and Visitation Grant and grant program contract, between the Genesee County Friend of the Court and the Michigan State Court Administrative Office, increasing the amount to \$27,000.00 to fund supervised parenting time and exchange services through September 30, 2026, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the July 15, 2026 meeting of the Governmental Operations Committee of this Board), the Friend of the Court is authorized to execute the grant program contract amendment, and the Chief Financial Officer is directed to make any necessary line item budget amendments.

**Amendment #1 to Contract Between
Michigan Supreme Court, State Court Administrative Office
and 7th Circuit Court
Contract No. SCAO-2026-035**

This Amendment Number 1 (the “First Amendment”) is entered into by and between the Michigan Supreme Court, State Court Administrative Office (the “SCAO”), P.O. Box 30048, Lansing, Michigan, 48909, and 7th Circuit Court, Genesee County Friend of the Court, 630 S. Saginaw Street, Suite 2500, Flint, Michigan 48502 (the “Provider”). (Collectively the SCAO and the Provider are the “Parties.”)

The Parties entered into Contract Number SCAO-2026-035, effective December 4, 2025, (the “Original Contract”) pursuant to which the Provider agreed to provide direct services that support and facilitate noncustodial parents’ access to and visitation with their children. (“Services”).

The Parties now desire to enter into this First Amendment to increase the Original Grant Amount under the Original Contract in exchange for increased Services from Provider. This is the first such amendment of the Original Contract and is hereinafter referred to as the “First Amendment.”

In consideration of the foregoing premises and mutual promises set forth below, the Parties agree to modify the Original Contract to include the amended terms below, which constitute the First Amendment.

1. Subsection 6.01 of the Original Contract in Section 6, is amended and replaced in its entirety with the language below:

The SCAO agrees to pay the Provider a sum not to exceed **\$27,000.00** for the Services performed and Expenses incurred pursuant to this Contract. This sum includes any and all remuneration to which the Provider is entitled for Services rendered from October 1, 2025, through the end of this Contract term.

2. This First Amendment to the Original Contract will be effective only on the date it is signed by both Parties. If the Parties do not sign the First Amendment on the same date, the latest specified date will become the First Amendment’s effective date.
3. Except as expressly provided in this First Amendment, all other terms and conditions of the Original Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Provider, 7th Circuit Court, and SCAO have executed this First Amendment.

7th CIRCUIT COURT

By: _____

Date: _____

(printed or typed name of Provider's
Authorized Signatory)

Title: _____

STATE COURT ADMINISTRATIVE OFFICE

By: _____

Date: _____

Elizabeth Rios-Jones

Title: Deputy State Court Administrator

DESCRIPTION: Access and Visitation Grant Amendment

DATE: 5/14/2026

GL #	DESCRIPTION	Increase/(Decrease)
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2151-291.02-504.00	Federal Participation	7,000.00
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2151-291.02-801.001	Service Contracts Local	7,000.00
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APPROVED BY: _____



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0694

Agenda Date: 7/15/2026

Agenda #: 4.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Christopher R. Swanson, Sheriff

RE: Approval of a grant award from the Michigan DNR, in the amount of \$28,700.00, to provide for the 2026 Marine Safety Program; a copy of the budget is attached-Increase in General Fund budget of \$9,567.00 from fund balance

BOARD ACTION REQUESTED:

The Office of Genesee County Sheriff requests the acceptance of the 2026 Marine Safety Program Grant Agreement for \$28,700.00 for the period of January 1, 2026, through December 31, 2026, into account 1010-331.00-541.000. This grant allows the Sheriff's Office to provide staff and equipment to ensure safety on the Genesee County waterways.

BACKGROUND:

This grant has been an ongoing grant received by the Sheriff's Office year after year to support our obligation to maintain safety on Genesee County Waterways.

DISCUSSION:

This grant, if accepted, requires a match of at least 25%. \$9,567.00 requested from the general fund as the match requirement

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

Grant in the amount of \$28,700.00 to be deposited into account 1010-331.00-541.000 with \$9,567.00 additional match requirement from general fund.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to the Genesee County Priorities by providing safer communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize accepting the 2026 Marine Safety Program Grant from, and entering into a grant agreement with, the Michigan Department of Natural Resources (MDNR), in the amount of \$28,700.00 with the required 25% match (\$9,567.00) to be paid from the general fund, said grant agreement being necessary to fund the operations of the 2026 Marine Patrol for the period commencing January 1, 2026, through December 31, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 15, 2026 meeting of the Governmental Operations Committee of this Board), the Chairperson of this Board is authorized to sign any necessary grant documents on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.



2026 Marine Safety Program (STATE Funding) Grant Agreement

Required by authority of 1994 PA 451, as amended, and 1972 PA 227.

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and Genesee County Sheriff's Department ("GRANTEE").

1. The GRANTEE has been approved by the DEPARTMENT to receive Marine Safety program funding for:

	Federal Funds (100%)	State Funds 75%
Operating	\$0.00	\$28,700.00

Salaries, Wages and Benefits for:

- Marine Safety Law Enforcement and Related Activities;
- Instruction of Boating Safety Courses;
- Inspection of Boat Liveries;
- Attendance at Authorized Marine Safety Training (attendance at the Department's Annual Administrators' Workshop and the Michigan Sheriffs' Association's New Marine Officers Training are pre-authorized).

Operating Expenses for the Scope Items Listed Above, including:

- Purchase of fuel, oil, and parts for patrol vehicles, watercraft, and trailers;
 - Travel expenses;
 - Uniforms, personal flotation devices, boat shoes, etc.;
 - Leasing of vehicles, dockage, storage, eligible office space;
 - Boat repair, replacement and/or servicing of boat outfitting equipment.
2. Salary and Wages are reimbursable to the GRANTEE at the employees' hourly rate. Overtime is only eligible if the employee worked in excess of 80 hours for full time employees and 40 hours for part time employees in a pay period on Marine Safety duties.
3. Operating Expenses must be done within the grant period and goods and services must be delivered and/or work performed. Pre-paying for goods and services within the grant period and then receiving them at a later date or performing the work after the expiration of the grant agreement is not allowable.
4. Part 801 Marine Safety, of the Michigan Natural Resources and Environmental Protection Act (1994 PA 451, as amended), authorizes the distribution of revenues to counties from the Marine Safety Fund, for the purpose of supporting county Marine Safety programs. State funding, in the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE'S Marine Safety program.
The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 75% of total eligible costs toward completing the scope of work listed above, but not to exceed **\$28,700.00** dollars.
A local match of at least 25% of total eligible costs is required for this reimbursement.
The Agreement period for state funding is January 1, 2026 through December 31, 2026.
Completed reimbursement request and documentation of operating expenditures are due no later than **February 1, 2027**.
5. This Agreement shall be administered on behalf of the DEPARTMENT through the Finance and Operations Division. All reports, documents, or actions required of the GRANTEE shall be submitted through MiGrants website unless otherwise instructed by the DEPARTMENT.
6. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website.
7. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
8. The GRANTEE shall display valid and proper state of Michigan registration on all vessels and comply with the state of Michigan life jacket regulations.
9. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
10. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan

considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

11. The GRANTEE agrees to follow the DEPARTMENT procedure policy:
 - a. The GRANTEE will openly advertise and seek written bids for contracts for purchase or services with a value equal to or greater than \$50,000.00 and accept the lowest qualified bid.
 - b. The GRANTEE will solicit three (3) written quotes for contracts with purchases or services between \$5,000.00 and \$50,000.00.
12. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed it and returned it, and
 - b. The DEPARTMENT has signed it.
13. The award is not for Research and Development.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.

GRANTEE

Signed: _____

SIGMA Vendor ID: CV0047990

By (Print Name):

CHRISTOPHER R. SUMMERS

SIGMA Address ID: CV0047990

Title:

SHERIFF

Unique Entity Identifier: XD5HMHXNBWX6

Date:

5/27/26

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

Signed: _____

By:

Clay Summers, Grants Section Manager

Date: _____

Phone: 517-284-7268

Email: dnr-grants@michigan.gov

DESCRIPTION: Marine Patrol 2026 Grant + Match

GL #	DESCRIPTION	Increase/(Decrease)
1010-331.00-541.000	MARINE SAFETY PROG STATE REIMB	28,700.00
1010-331.00-702.000	SALARIES & WAGES	3,672.00
1010-331.00-709.000	SOCIAL SECURITY	281.00
1010-331.00-729.000	WORKERS COMP	55.00
1010-331.00-730.000	UNEMPLOYMENT	59.00
1010-331.00-752.000	SUPPLIES OTHER	22,552.00
1010-331.00-759.000	GAS & OIL VEHICLES	800.00
1010-331.00-910.005	TRAINING EMPLOYEES	348.00
1010-331.00-931.000	REPAIRS EQUIPMENT	3,500.00
1010-331.00-957.005	MOTOR POOL CHARGES	7,000.00



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0704

Agenda Date: 7/15/2026

Agenda #: 5.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Christopher R. Swanson, Sheriff

RE: Approval of a request by Genesee County's Sheriff's Office for the purchase of a Virage Truck Driving Simulator, in the amount of \$155,612.00, to expand workforce development for the Genesee County Jail IGNITE course offerings; the purchase is to be paid for from the GIVE grant account #2642-351.01-978.000 and is no cost to the general fund

BOARD ACTION REQUESTED:

Purchase of Virage truck driving simulator in the amount of \$155,612.00 to expand workforce development for the Genesee County Jail IGNITE course offerings. The purchase is to be paid for from the GIVE grant account # and is no cost to the general fund.

BACKGROUND:

The Genesee County Jail IGNITE program is focused on providing real-life workforce skills to inmates in order to provide hope and opportunity while incarcerated and upon release back to the community. This CDL simulator would provide IGNITE participants with hands-on training that would prepare them to receive their CDL license and enter into a true career that provides long-term employment opportunities with livable wages.

DISCUSSION:

A core mission of I.G.N.I.T.E. is to break the cycle of generational incarceration through meaningful education. Providing high-demand, specialized trade skills gives returning citizens a viable path to immediate, high-wage employment upon Re-Entry. I.G.N.I.T.E. already utilizes virtual reality for introductory CDL, electrical, and carpentry training. Transitioning to a full-scale, dedicated simulator like the VS600M bridges the gap between conceptual learning and institutional, real-world readiness. The VS600M is specifically engineered as a heavy truck training simulator for schools, making it the ideal asset to advance the jail's vocational capabilities. The simulator allows student-inmates to master complex driving mechanics, transmission shifting, and spatial awareness across diverse, simulated weather conditions and hazardous road environments. This ensures mastery of critical safety protocols before they ever step into a live vehicle. The system includes structured driver training, automated evaluation scenarios, and comprehensive progress reports. This data allows I.G.N.I.T.E. coordinators to provide verifiable, objective skill assessments to regional commercial driving employers. Implementing the VS600M allows the Sheriff's Office to provide comprehensive commercial driver training entirely within the secure footprint of the Genesee County facility, eliminating the security risks, transport costs, and staff oversight required for off-site vocational training. Access to premium workforce training serves as a strong behavioral management tool.

I.G.N.I.T.E.'s focus on hope and advancement has historically driven a 97% reduction in internal jail violence; adding a highly coveted asset like a full-scale truck simulator will further reinforce positive behavior and program compliance. The manufacturer's proposal guarantees comprehensive software error corrections and the repair or replacement of hardware components under normal operations, protecting the county's capital investment. The system features remote access, phone, and email support. Technicians can connect remotely to update the software and perform diagnostic verifications as if they were on-site, ensuring the training program remains continuous without requiring constant, costly on-site IT calls. Filling local commercial driving vacancies with skilled, certified returning citizens directly combats regional labor shortages while slashing county recidivism rates. With over hundreds of students enrolled and the program actively spreading to dozens of law enforcement agencies nationwide, investing in top-tier simulator technology secures Genesee County's position at the forefront of modern, data-driven correctional reform.

IMPACT ON HUMAN RESOURCES:

none

IMPACT ON BUDGET:

The cost of the Virage Truck Driving Simulator is \$155,612.00. This cost includes two (2) years of support and warranty, on-site set-up, and training. The purchase would be made using GIVE grant funds from account # 2642-351.01-978.000 with no cost to the general fund budget. Virage has a contract with Sourcewell, ensuring the lowest pricing for government entities and eliminating the need for multiple quotes.

IMPACT ON FACILITIES:

Assistance with coordinating the set-up and installation with the contractor.

IMPACT ON TECHNOLOGY:

Assistance with coordinating the set-up and installation with the contractor.

CONFORMITY TO COUNTY PRIORITIES:

Healthy, Livable, and Safe Communities: It enhances public safety by ensuring student-inmates master hazardous driving conditions and spatial awareness in a zero-risk, controlled environment before release. Furthermore, expanding high-tier I.G.N.I.T.E. programming supports the institutional safety gains (like the 97% reduction in internal violence) already achieved within the facility. Community Growth & Economic Opportunities: It creates an immediate workforce pipeline into high-wage, high-demand commercial driving positions, directly addressing critical labor shortages in Mid-Michigan and providing an off-ramp from systemic poverty for low-income and returning populations. Inclusive, Collaborative Culture: It advances modern criminal justice reform by replacing simple detention with real, compassionate rehabilitation-leveling the educational playing field and reducing the barriers individuals face when re-entering society. Long-Term Financial Stability: The equipment prevents recurring county expenditures by actively lowering recidivism rates. Additionally, the manufacturer's robust warranty and remote IT diagnostic capabilities protect the county's capital investment without burdening local staff.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize the purchase contract of a truck driving simulator between Genesee County and Virage Simulation, whereby the vendor will be providing the VS600M simulator, including two (2) years of warranty and technical assistance, at a total cost to the County not to exceed \$155,612.00, funding to be provided by the GIVE grant and paid from account #2642-351.01-978.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 15, 2026 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the necessary contract documents on behalf of Genesee County.

**MASTER AGREEMENT #102325****CATEGORY: Public Safety Training and Simulation Equipment and Technology****SUPPLIER: Virage Simulation, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 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 local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 13, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102325 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Public Safety Training and Simulation Equipment and Technology, including but not limited to:
 - a. Facilities, structures (fixed or mobile);
 - b. Equipment, props, supplies, rentals, and consumables;
 - c. Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment;
 - d. Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies; and,
 - e. Services, equipment, and software directly related to the offering of the solutions described in Sections 1. a. – d. above, including design, installation, maintenance, repair, training, integration, support, and customization.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- a. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- b. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- c. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) Debarment and Suspension. 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- a. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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 comply 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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements 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 Agreements by Sourcwell 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 Agreement it 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 Agreement 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 cannot 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 Agreement or any purchase by a 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 Agreement 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 Agreement 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 Agreement or any aspect related to the anticipated work under this Agreement 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 Agreement 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 Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

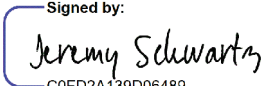
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

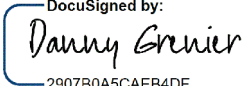
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Virage Simulation, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/12/2026 | 8:55 AM CST

DocuSigned by:

 2907B0A5CAEB4DF...
 By: _____
 Danny Grenier
 Title: President
 Date: 2/11/2026 | 1:53 PM PST

RFP 102325 - Public Safety Training and Simulation Equipment and Technology

Vendor Details

Company Name: Virage Simulation, Inc
Address: 85 Montpellier
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

Created On: Friday October 10, 2025 10:24:47
Submitted On: Wednesday October 22, 2025 21:32:11
Submitted By: Danny Grenier
Email: danny.grenier@viragesimulation.com
Transaction #: 01bd5268-d223-42c6-bd9c-a5cfa750d323
Submitter's IP Address: 147.243.170.247

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	VIRAGE SIMULATION INC.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	YES	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	VIRAGE SIMULATION	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE CODE: L9181 DUNS NUMBER: 243530404 SAM NUMBER (UEI): P4CPRFPQB391	*
5	Provide your NAICS code applicable to Solutions proposed.	333310 Commercial and Service Industry Machinery Manufacturing 333318 Commercial and Service Industry Machinery Manufacturing (old code) 336999 All other Transportation Equipment Manufacturing 611519 Other Technical and Trade Schools 541511 Custom Computer Programming Services 611210 Junior Colleges	*
6	Proposer Physical Address:	85 MONTPELLIER, MONTREAL, QC, H4N 2G3, CANADA	*
7	Proposer website address (or addresses):	https://viragesimulation.com/	*
8	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):	DANNY GRENIER, PRESIDENT 85 MONTPELLIER, MONTREAL, QC, H4N 2G3, CANADA EMAIL: Danny.Grenier@VirageSimulation.com PHONE: 514-856-1556 EXT.103	*
9	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	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Deborah Quackenbush, Business Development Director/Distributor 6140 Jasmine Vine Drive Port Orange, FL 32128 EMAIL : Deborah.Quackenbush@viragesimulation.com PHONE : 386-566-9449 Olivier Boisvert, Business Development Representative 85 MONTPELLIER, MONTREAL, QC, H4N 2G3, CANADA EMAIL: Olivier.Boisvert@viragesimulation.com PHONE: 514-856-1556 EXT.116	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.

Company History:

Founded in 2005 by a group of engineers from the aerospace simulation sector, Virage Simulation Inc. quickly became a pioneer in applying advanced training technologies to road safety and driver education. Its founding team members, including Danny Grenier and Rémi Quimper, formerly of CAE Inc., sought to adapt their expertise in flight simulation to ground transportation training needs. Based in Montreal, Quebec, the company launched its first validated driving simulator program with CAA-Québec and SAAQ in 2006, which integrated and required simulator-based instruction for novice drivers. Virage celebrating 20 years of providing quality driving simulation products and related training content has continually broadened its product portfolio and geographic reach, expanding throughout North America and into international markets such as Europe, the Middle East, and Australia.

Virage Simulation designs, manufactures, distributes, and supports professional-grade sustainable driving simulators for cars, trucks, buses, and specialty vehicles, complemented by advanced curricula validated by third parties research programs and subject matter experts. Its simulators use state-of-the-art hardware and software designed for a minimum lifespan of 10 years or more, with full product support throughout. The company's simulator training tools—such as the VS600M truck simulator—are evidence-based, with studies showing that commercial driving students can learn CDL skills up to 2.5 times faster than traditional methods. These results, peer-reviewed and published in 2018, earned Virage Simulation recognition from the Transportation Research Board (TRB) through the Deborah Freund Paper Award.

Company Size:

As of 2025, Virage Simulation employs approximately 45 people, falling within the small-to-medium business category. The company maintains headquarters at 85 Boulevard Montpellier in Saint-Laurent, Quebec, and operates globally, particularly in, the United States and Canada, with operations in Europe, the Middle East, and Australia as well. Its compact structure allows for agility, focused R&D efforts, and specialized client support in the demanding simulation technology sector.

Growth:

Virage Simulation has demonstrated consistent growth since inception. From doubling its production capacity within five years to earning industry awards for innovation and export excellence, the company has steadily expanded from a regional startup to an internationally recognized brand. Major milestones include North American market expansion (2011–2013), creation of mobile training labs, partnerships with U.S. transportation fleets, post-secondary educational schools and universities. During the COVID-19 pandemic, Virage showed its versatility and agility with its shift toward contactless and remote simulation training. Marking 20 years in business in 2025, Virage serves over 500 clients across five continents, supporting governments, educational institutions, and private fleet operators with simulation-based programs proven to enhance driver performance and safety outcomes.

Ownership Structure:

Virage Simulation is privately held and independently managed by its co-founders and executive leadership. The company is led by CEO and President Danny Grenier, Eng., MBA, and Vice President of Business Development, Rémi Quimper, Eng., both of whom possess extensive simulation and engineering backgrounds from the aerospace industry. Its independence allows the company to maintain a research-driven development model and long-term client partnerships providing stability without external ownership or corporate restructuring influences.

Core Values and Business Philosophy:

Virage Simulation is proud of its reputation as a best-in-class driving simulator manufacturer. This comes as no accident. The entire Virage Team enjoys a work environment that is collaborative. At its very core the company looks for opportunities to advance its work and to provide work experience where each individual is valued. This type of environment and core values help drive the business philosophy of maintaining that best in class through honest and transparent interactions with its potential customers, suppliers and consultants.

This then translates how Virage approaches every aspect of the products they deliver. From its integration of scientific research, high-fidelity engineering, and practical training applications. Its entire product lines set industry standards, benchmarks for realism, instructional value, and durability. Offering the best product that meets and exceeds the customer's needs at a fair price.

Research-Based Design - Offer the Best:

Virage simulators, particularly the VS600M and the VS500M which are the primary platforms from which all Virage products are "derived" from are developed around evidence-based pedagogy validated through academic studies and real-world driver performance data. Independent research conducted on the VS600M truck simulator demonstrated that students learn CDL skills up to 2.5 times faster than with traditional in-vehicle instruction. The results were published in peer-reviewed journals

		and recognized with the Deborah Freund Paper Award by the Transportation Research Board (TRB). This strong academic validation as well as using subject matter experts in its development of products underlines the company's scientific commitment and the adherence to measurable outcomes in driver training performance and safety. Our products make use of augmented reality, science, physics, math and engineering methods that combined give the end user, whether it's the driver, instructor or evaluator confidence in the training or assessment of any driver. Technological Excellence: From a technical perspective, Virage's simulators use OEM-grade vehicle components—such as steering, pedals, and gear systems—integrated into immersive visual systems that replicate 180° to 360° actual driving environments. They include advanced features such as three-axis motion platforms, haptic feedback steering, adaptive vibration rendering, and camera-based tracking of driver head movements to assess situational awareness and hazard detection. These features collectively create an experience reviewers describe as “just like my vehicle,” combining functional authenticity with teaching control precision. Training Efficiency and Validation: Virage's simulators are equipped with comprehensive libraries of task-based and scenario-based training modules covering skills such as pre-trip inspection (for CDL class of drivers), collision avoidance, fatigue management, hazard perception, defensive driving and fuel-efficient driving. Each training sequence is designed with clear performance objectives and debriefing functions that quantify progress and learning retention with a focus on safety. This systematic instructional control, combined with advanced data capture for performance assessment, helps instructors or evaluators deliver consistent and high-quality training or evaluations at lower cost and risk than on-road methods. Reliability and Long-Term Support – Virage's Plan for Repeat Customers: Best-in-class status also reflects Virage's focus on long product lifecycles and full manufacturer support. The company designs simulators with hardware and software architecture intended to remain functional for a decade or more, providing clients with system updates, customized curricula, and ongoing servicing throughout that period. Its dedication to turnkey integration—spanning simulator maintenance/support, curriculum development, and instructor support—positions Virage among the most robust and reliable suppliers in the simulation and driver education industry. Together, these factors explain why Virage Simulation's products are often ranked among the world's leading driving simulators. Their blend of realism, pedagogy, and engineering precision positions them as a trusted tool for training organizations seeking measurable improvements in driver safety and efficiency.	
12	What are your company's expectations in the event of an award?	Virage is a current Sourcwell contract award holder (011822-VIR) and with hopefully another award the expectation would be to continue to build upon what the existing contract award provided in terms of sales success and growth for Virage but also the value it provided to Sourcwell Members/Entities. An award would mean Virage can continue to promote to those entities the ease, the cost savings and the value of purchasing through a Sourcwell Cooperative contract vehicle for both Virage and its potential customer. Virage would also expect that our repeat Sourcwell member customers will be able to continue to take advantage of ongoing purchases and to execute their simulator purchasing plans with ease.	*
13	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. DO NOT PROVIDE ANY TAX IDENTIFIABLE INFORMATION.	Virage Simulation is recognized as a leading driving simulator supplier in North America. As a privately held and privately funded company and due to the public nature of this bid, Virage Simulation does not disclose financial details publicly. To demonstrate financial strength for this bid, we have included recommendation letters from our financial and accounting institutions attesting to our solid financial position. The company is exceptionally well-managed, debt-free, and continues to enjoy strong growth. Since 2006, Virage Simulation has posted consistent increases in sales and net profits. As of 2025, the company employs 45 staff, supported by 6 dedicated consultants, and expects to expand to 60 employees within the next two years. Each year, Virage Simulation delivers nearly 100 advanced simulators to customers across its markets. Refer to documents 13a and 13b in Reference Letters.	*
14	What is your US market share for the Solutions that you are proposing?	Virage Simulation is a leading supplier and sells over \$10,000,000 of driving simulators each year. This places Virage Simulation in the top 3 suppliers in the US market for the Solutions offered in this proposal.	*

15	What is your Canadian market share for the Solutions that you are proposing?	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 90% 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 an 85% market share in Canada. With our inclusion on the Canoe contract via our existing Sourcewell contract award we want to continue to work with Canoe to increase Canadian sales in the public sector over the next contract award.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	This situation has never occurred for Virage Simulation. All projects since the founding of the company have been completed and delivered to our customers. No customer has terminated a contract due to Virage Simulation being in default of our obligations. Virage has never been involved in any bankruptcy proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? 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?	Virage Simulation is a developer, manufacturer and a service provider specializing in professional driving simulators and simulation-based training solutions. Our products are designed and built in-house, integrating advanced engineering and evidence-based training methodologies. We deliver turnkey solutions for driver training, evaluation, rehabilitation, and research across multiple sectors including law enforcement, fire service, EMT, public transit, public educational institutions, commercial fleets, and specialty vehicles, i.e., snowplows, waste management. Our sales and service force operates primarily through direct engagement. We do not rely on a traditional dealer network. Instead, we maintain a hybrid team composed of full-time employees and independent consultants who serve as market development specialists. These individuals are strategically located across Canada and the United States to ensure proximity to key markets and clients. Employees: Our internal team includes sales representatives, integration and support specialists, and product experts who are deeply familiar with our simulator systems and training programs. They are responsible for direct sales, customer onboarding, technical support, and long-term relationship management. Consultants: We also collaborate with nationally recognized consultants who bring specialized expertise in law enforcement training, public policy, driver education, and simulation-based assessment. These consultants are not employees but act as authorized representatives of Virage Simulation. Their backgrounds include roles such as former legislators, credentialed law enforcement officers, and senior executives in transportation safety. For example, Deborah Quackenbush, a Business Development Director/Distributor, has over 30 years of experience in transportation research and public sector training. Research Leadership: Dr. Pierro Hirsch, Director of Road Safety Research, leads our evidence-based program development. With over 14 peer-reviewed publications, Dr. Hirsch ensures that our training scenarios are grounded in scientific best practices and measurable outcomes. This blended team structure allows Virage Simulation to maintain high responsiveness, technical excellence, and market adaptability. All representatives—whether employees or consultants—are trained in our product catalog and operate under the guidance of our business development leadership to ensure consistent delivery of products and services proposed in this RFP. Our approach emphasizes long-term partnerships with clients. We prioritize understanding their evolving needs and providing cost-effective, scalable solutions that enhance driver proficiency and safety. This commitment is reflected in our post-sale support, ongoing training updates, and collaborative program development.	*

18	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.	Licenses and Certifications Held by Virage Simulation and Its Partners Virage Simulation Inc. is a Canadian-based manufacturer and service provider specializing in professional driving simulators for training, evaluation, rehabilitation, and research. As part of our commitment to quality, safety, and regulatory compliance, our organization and affiliated partners maintain a comprehensive set of licenses and certifications required to operate in this highly specialized field. Engineering and Professional Licensing Our core team includes licensed professional engineers who are responsible for the design and development of our simulator hardware and software systems. These engineers are certified annually in accordance with provincial regulations, ensuring compliance with engineering standards and ethical practices in Canada and the United States. Workplace Safety and CNESST Compliance Virage Simulation maintains a manufacturing facility equipped with production machinery. As required, by Québec law, our workplace is regularly inspected and certified by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST). This ensures that all safety protocols are in place and that our employees operate in a safe and healthy environment. Our internal safety procedures align with CNESST standards and are reviewed periodically to maintain compliance. Product Certifications All Virage Simulation products meet or exceed the following regulatory standards: • FCC Class A Compliance: Ensures electromagnetic compatibility for commercial environments. • CSA/UL Certification: All electrical components and systems used in our simulators are certified by CSA (Canadian Standards Association) and/or UL (Underwriters Laboratories), confirming adherence to North American safety and performance standards. These certifications are critical for deployment in institutional, government, and commercial environments across North America. Third-Party and Subcontractor Compliance Virage Simulation works with select third-party consultants and subcontractors for market development, integration, and specialized services. All subcontractors and partners are vetted to ensure they meet applicable regulatory and safety standards. Where required, third-party vendors must demonstrate compliance with relevant certifications, including: • Professional Engineering Licenses (for design and development roles) • Safety and Occupational Health Certifications (e.g., NCCER, OSHA, or equivalent) • Cybersecurity Compliance for U.S. federal contracts, including adherence to CMMC Level 1 or 2 standards when handling sensitive data or working on government contracts. Our rigorous compliance framework ensures that all contributors to our product and service delivery uphold the same standards of safety, reliability, and professionalism that define the Virage brand.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	No "Suspension or Debarment" situations to declare.

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Industry Awards and Recognition Virage Simulation Inc. has received multiple prestigious awards and recognitions in recent years, underscoring its leadership in simulation-based driver training and research. 1. Deborah Freund Paper Award – Transportation Research Board (TRB) In 2018, Virage Simulation was awarded the Deborah Freund Best Paper Award by the Truck and Bus Safety Committee (ANB70) of the Transportation Research Board, part of the National Academy of Sciences. The award recognized the peer-reviewed study titled “Transfer of Training in Basic Control Skills from a Truck Simulator to a Real Truck”, which demonstrated that students using the VS600M simulator learned CDL skills up to 2.5 times faster than those trained through traditional in-truck instruction. 2. Distinguished Service Award – Association for Driver Rehabilitation Specialists (ADED) Dr. Pierro Hirsch, Director of Road Safety Research at Virage Simulation, received the 2018 Distinguished Service Award from ADED. This is the highest honor awarded to a non-member and was presented in recognition of his contributions to mobility research for individuals with disabilities, particularly in the areas of driver training, assessment, and rehabilitation. 3. Canadian Business Awards – Corporate Vision Magazine In 2024, Virage Simulation was named Best Driving Simulation Technology Company by the Canadian Business Awards, recognizing its innovation, product excellence, and impact on driver safety training across North America. 4. Historical Awards of Note While outside the five-year scope, Virage Simulation has a legacy of recognition and contribution with its customers that includes: • CAMA Willis Award for Innovation (2014) – Virage Simulation contribution of its Eco-Drive simulator technology for the City of Waterloo Eco-Drive Initiative in Waterloo, Ontario. • TSX Emerging Technology Award (2011) – For innovative simulation products. • Alpha Awards for Excellence (2010) – Presented by the Chamber of Commerce and Industry of Saint-Laurent for simulator design and contributions to driving safety. These awards reflect Virage Simulation's ongoing commitment to excellence in engineering, research, and the development of effective, science-based driver training solutions.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 15%	*
22	What percentage of your sales are to the education sector in the past three years?	Approximately 53%	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Here is a comprehensive list of state, college, association, and cooperative purchasing agreements currently held by Virage Simulation Inc.: - Virginia Community Colleges - Contract No.: VCCS-WIDE-22-1591-VSI - Covers a wide range of driving simulators including truck, law enforcement, EMS, and portable systems. - Wisconsin Technical College System Purchasing Consortium - Contract No.: 011822-VIR - Enables technical colleges in Wisconsin to procure driver training simulators. - NOTE: Wisconsin upon coming up for renewal was encouraged by Virage to adopt the Sourcewell Contract, which it did, - State of Delaware - Contract No.: GSS25946-CDL_SIM - Public safety training and CDL simulation equipment under a cooperative agreement with Sourcewell. - Virginia Sheriffs' Association - Contract No.: 25-01-0524 - Covers first responder supplies and equipment, including driving simulators for law enforcement and emergency services. - Sourcewell Cooperative Purchasing Group - Contract No.: 011822-VIR - Allows over 50,000 government, education, and nonprofit organizations to purchase Virage products at competitive rates. - Canoe Procurement Group of Canada - Contract No.: 011822-VIR - Enables Canadian municipalities and public sector organizations to access Virage's simulators through streamlined procurement. - BuyBoard National Purchasing Cooperative - Contract No.: 697-23 - Covers driver training simulation equipment and services for eligible buyers across North America. The annual sales volume for the Sourcewell Cooperative Purchasing Group contract has been constantly increasing since 2022. In 2025, it will reach over \$3M.
24	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 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Waukesha County Technical College	Douglas Clarks-Pritchard	331-201-6257 Sourcewell #8876	*
City of Syracuse, NY DPW	Tom Fragola, Safety Officer	315-256-8458 Sourcewell #100141	*
Purdue University	Soowon Chang, Assistant professor – School of construction management technologies	765-494-6723 Sourcewell #4550	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell 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 *
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26	Sales force.	Sales Force Structure and Global Reach Virage Simulation Inc. maintains a strategically structured and agile sales force that supports its global operations across North America, South America, Europe, the Middle East, and Australia. The team is composed of a mix of full-time employees and market development consultants, each selected for their specialized expertise in driver training, simulation technology, and public safety. Team Composition • The core sales force includes six dedicated professionals, with three focused on the U.S. market and others covering Canada, Latin America, Europe, and the Middle East. • Sales representatives and business development consultants are located in Canada, the United States, Europe, and Australia, ensuring proximity to key markets and clients. • Consultants are not employees but act as authorized representatives with deep subject matter expertise in law enforcement, public policy, driver rehabilitation, and simulation-based training. Expertise and Market Reach • The U.S. team includes individuals with backgrounds as credentialed law enforcement officers, former legislators, and national-level policy advisors. Their networks span public safety, transportation, and training institutions. • Deborah Quackenbush, Business Development Director/Distributor, brings over 30 years of experience in transportation research, public sector training, and simulation integration. She has served on the Transportation Research Board and held senior roles in corporate and elected legislative environments. • Dr. Pierro Hirsch, Director of Road Safety Research, has authored over 14 peer-reviewed publications on driver safety and training. His work underpins the scientific credibility of Virage's training programs. Sales Strategy and Support • The Business Development Team in the US and Canada have received training annually at the annual Virage Sales Meeting and on a periodic basis as questions or new items are added to Virage's existing Sourcewell Contract #011822-VIR. The Team is deeply familiar with Virage's product catalog, including all offered in this RFP. . • The team provides pre-sales consultation, training program customization, and post-sales support, ensuring long-term client success. • Virage also works with non-exclusive distributors in the U.S., Europe, the Middle East and Australia to respond to specific sales opportunities, expanding its reach while maintaining quality control. This hybrid sales model allows Virage Simulation to maintain flexibility, technical depth, and responsiveness across diverse markets, while ensuring that all representatives operate under unified standards.
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27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Virage Simulation maintains a select network of five to ten non-exclusive dealers located across key regions globally, including the United States, Canada, Europe, Middle East, and Australia. These dealers are engaged primarily for specific sales functions, such as lead generation, regional representation, and market outreach. All other aspects of the customer journey—from order fulfillment to post-sales support—are managed directly by Virage Simulation. Virage Simulation ships products directly to the customer site, ensuring secure and timely delivery. Upon arrival, our Customer Service Specialists handle the complete setup and commissioning of the simulator systems. This includes hardware installation, software configuration, and system calibration to ensure optimal performance. Every installation includes comprehensive training for instructors and technical staff. Training is tailored to the customer's specific simulator configuration and use case, whether for CDL training, law enforcement, EMS, fire service transit, or rehabilitation applications. Our evidence-based Golden Training Programs are also introduced during onboarding to ensure effective use of the simulation tools. Our Clinical Driving Assessment Program also provides clinically relevant assessments for clinicians. Virage simulators meet HIPAA standards and cyber security protocols if installed in hospitals, clinics, or prisons or for any customer where such security it is required. Virage Simulation offers lifetime product support services, including: • 16/7 remote diagnostics and technical assistance • Preventive maintenance guidance • Software updates and scenario customization • Access to the Driver Tracker™ and Debrief Station™ tools for performance analysis and training review Our support infrastructure is designed to maximize simulator uptime and ensure long-term customer satisfaction. Clients consistently report high reliability and durability of our systems, with many using them for over a decade of continuous training. This integrated approach—combining direct delivery, expert setup, tailored training, and responsive support—ensures that every Virage Simulation customer receives a turnkey solution backed by a team of specialists committed to their success.	*
28	Service force.	Virage Simulation maintains a dedicated, factory-certified service team to support its customers across North America. The core team consists of eleven full-time service specialists, each trained in the installation, maintenance, and technical support of Virage's advanced driving simulation systems. To ensure rapid response and localized support, Virage also employs a network of part-time service technicians strategically located in major cities throughout the United States and Canada. This extended service infrastructure allows us to provide timely assistance, minimize downtime, and maintain high customer satisfaction. All service personnel, whether full-time or regional support, are: • Factory-trained and certified on Virage's hardware and software platforms • Equipped to perform on-site installations, diagnostics, and repairs • Supported by remote access tools for 16/7 technical assistance This robust service model ensures that every Virage Simulation customer receives expert support throughout the lifecycle of their simulator system—from deployment and training to ongoing maintenance and upgrades.	*
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 manages all customer purchase orders directly and internally, ensuring a streamlined and secure procurement process. Orders are accepted via email or fax and are processed by our dedicated administrative and logistics team. Under this contract, customers purchasing Virage Simulation products will engage directly with Virage Simulation, the designer, manufacturer, and direct distributor of all Virage-branded systems. This direct-to-customer model ensures: • Clear communication throughout the purchasing process • Accurate order fulfillment • Consistent product quality and support • Efficient coordination for delivery, setup, and training By eliminating intermediaries, Virage Simulation maintains full control over the customer experience, from initial inquiry to post-installation support, ensuring high satisfaction and accountability.	*

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.	First and Foremost Customer Service and Lifetime Product Support Availability. Virage Simulation is committed to delivering exceptional customer service and ensuring the long-term performance and reliability of its simulation systems. Our support philosophy is built around minimizing downtime and maximizing customer satisfaction. 16/7 Support Access Customers can reach our dedicated support team 16 hours a day, 7 days a week via our toll-free support line. If all lines are occupied, or calling outside the support hours, customers may leave a message, and a certified technician will promptly return the call. In addition to phone support, we offer assistance through: • Email • Live chat • Video conferencing • Remote login (when internet access is available) Technical Assistance and On-Site Service Our support team is trained to provide: • Real-time troubleshooting • Remote diagnostics and system updates • Guided technical walkthroughs • Scenario customization and software support • Customer training When necessary, replacement parts are shipped overnight, and a technician can be dispatched to the customer site within 24 hours to resolve critical issues. Commitment to Operational Continuity Virage Simulation understands that our simulators are essential tools for training and assessment. Therefore, our customer service model is designed to ensure that systems remain fully operational with minimal downtime. This guiding philosophy is reflected in our proactive support, rapid response times, and continuous improvement of service protocols.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Since the last award of our Sourcwell Contract #011822 we have built upon the customers that have chosen to use it to their advantage in purchasing their simulation training solution. We have many repeat buyers. Virage Simulation has earned a strong reputation across the U.S. training, education, and rehabilitation sectors, recognized for its innovative driving simulation solutions, evidence-based training programs and reliability. Our team—spanning sales, engineering, manufacturing, and customer support—is highly experienced in offering the Sourcwell Purchasing solution and fully equipped to deliver and support our products throughout the United States and Canada, specifically for Sourcwell participating entities. We are 100% dedicated to this mission, ensuring that every customer receives an outstanding purchasing experience and long-term value from their investment in Virage Simulation technology. Our direct engagement model, combined with responsive service and tailored training, reinforces our commitment to excellence. Participation in the Sourcwell cooperative purchasing program has streamlined procurement for many of our clients but also represents a continued strategic growth opportunity for Virage Simulation. It enables us to expand our reach, serve more public sector organizations, and continue advancing driver safety and training outcomes across North America. We stand ready to continue to promote the Sourcwell solution to Sourcwell entities and to encourage those not Sourcwell members to register their agency.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Virage Simulation is uniquely positioned to serve Sourcewell and Canoe's Canadian participating entities with direct and efficient access to its full suite of simulation products and services in this RFP. With its corporate headquarters located in Montréal, Québec, Virage offers a distinct logistical and operational advantage for Canadian organizations seeking high-quality, locally supported training solutions, at fair prices and easy to procure training solutions Virage has attended Canoe events in the past that brought purchasing entities together and would continue to do so if awarded a new contract. Virage has built a strong reputation across both the United States and Canada in the fields of simulation-based training, education, and driver rehabilitation. Our experienced team—spanning sales, engineering, manufacturing, and customer support—is fully equipped to continue to deliver and maintain our advanced simulator systems for Sourcewell and Canoe members. Virage has taken advantage of the advice, material and opportunities that Sourcewell provides to better do our job in all areas of an offer to potential customers and reinforce their ability to purchase through the Sourcewell Cooperative contract. We are fully committed to this mission, ensuring that every customer benefits from a seamless purchasing experience, personalized training, and reliable long-term support. Our direct engagement model eliminates intermediaries, allowing for greater responsiveness, customization, and accountability. Participation in the Sourcewell and Canoe cooperative purchasing programs not only simplifies procurement for public sector entities but also represents a valuable opportunity for Virage to simplify and cut dollars from its sales process while providing best value to Sourcewell entities. It is an opportunity for Virage Simulation to expand its reach and continue driving innovation in driver safety and education across North America.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Virage Simulation provides full-service coverage across all regions of the United States and Canada. Our dedicated support team ensures that every customer—regardless of location—receives expert assistance for installation, training, and ongoing technical support. While all areas are fully serviced, additional costs may apply for shipping, installation, or training in remote or geographically distant locations. These costs are determined based on travel distance, logistics, and service complexity, and are communicated transparently during the purchasing process. This approach allows Virage Simulation to maintain high service standards while ensuring fair and consistent pricing across its entire customer base.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All Sourcewell and Canoe Participating Entities, across all sectors, have full access to Virage Simulation's complete product line. Our solutions are available without restriction, ensuring that public agencies, educational institutions, and rehabilitation centers can benefit from our advanced simulation technologies. Virage Simulation does not hold any existing purchasing contracts that would limit or conflict with the promotion or execution of the Sourcewell contract. This ensures that our participation in Sourcewell remains fully transparent and unrestricted, allowing us to offer competitive pricing, direct engagement, and streamlined procurement to all eligible entities. Our commitment to cooperative purchasing programs like Sourcewell and Canoe reflects our dedication to expanding access to high-quality driver training solutions while maintaining the flexibility to serve a diverse range of public sector clients.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Virage Simulation products and services are fully available to all participating entities located in Hawaii, Alaska, and U.S. Territories. There are no restrictions that limit access to our offerings in these regions. To account for geographic and logistical considerations, an additional cost line may be applied for shipping, installation, and training services. These costs are determined based on location-specific factors and are communicated clearly during the procurement process to ensure transparency and accurate budgeting. Virage Simulation remains committed to providing consistent, high-quality service and support to all Sourcewell and Canoe members, regardless of location.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Virage currently has non-profit hospitals, and rehabilitation centers that have used the existing Virage Sourcewell contract. Virage would continue to offer that advantage to those end users.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Marketing Strategy for Promoting the Sourcewell Opportunity Virage invests in a number of ways to promote its products and solutions to Sourcewell entities. Since the Virage award of the first Sourcewell Contract #011822-VIR Virage has taken several proactive marketing strategies to promote the opportunity. Virage Simulation consistently invests in a comprehensive and strategic marketing approach to position its products as best-in-class within the simulation-based training, education, and rehabilitation markets. Worthy of a contract award as a responsive and responsible supplier to the Sourcewell entities. Our marketing strategy is built on a multi-faceted framework that ensures visibility, engagement, and sustained growth. Product Excellence Virage continuously invests in product innovation, integrating cutting-edge technologies to deliver high-quality, reliable, and long-lasting simulator systems. This commitment ensures our offerings remain competitive and aligned with evolving industry needs and a best value choice for Sourcewell entities. Promotion Channels We leverage a diverse mix of promotional tools to reach and engage our target markets: • Website: A robust online platform offering detailed product information, training benefits, and customer resources. Our site ranks prominently in search engine results, enhancing discoverability. We currently feature our current Sourcewell contract #011822-VIR prominently on the Website home page www.viragesimulation.com (Marketing documents (a)) • Social Media: Business development colleagues have an active presence on LinkedIn, Facebook, and X (formerly Twitter), complemented by targeted email campaigns to key market segments showing the advantage of Cooperative Purchasing. Example of email blast uploaded • Marketing Collateral: Professionally designed brochures, posters, banners, and proposal documents provide comprehensive insights into our solutions Sourcewell collateral material added. • Industry Events: Virage participates in many sector-specific conferences and expos, often with live simulator demonstrations, allowing attendees to experience our products firsthand. We send pre-show attendance emails, and we use Sourcewell flags and magnetic signs to promote the Sourcewell solution at these events. Photos etc. uploaded (Marketing documents (b)) • Association Engagement: Virage is a proud member and sponsor of leading industry organizations, including: - o NAPFTDS, CVTA, ATA, TCA, NPTC, ADED, TRB, NAPT, NASDPTS, Next Generation in Trucking, AMTA, PWX, ALERT, and IACP. Florida Trucking Association and Women in Trucking - o These affiliations foster strategic partnerships and enhance brand visibility within key markets. Many of these Associations and organizations are in the public sector and when Virage engages with them they learn about the Sourcewell solution. If they are a member entity we show them the advantage and encourage them to register, for free, and take advantage of what Sourcewell offers not only for the purchase of their simulation solution but for many more solutions. Pricing Strategy Virage offers competitive and transparent pricing, including tiered options to align with varying customer needs and budgets. Our pricing model ensures value and long-term support for every investment. Market Placement Before launching new products, Virage conducts extensive market research, engaging with customers, subject matter experts, and industry stakeholders to ensure optimal product positioning. People and Relationships Our business development team consists of seasoned professionals with deep domain expertise. Their commitment to building meaningful relationships and understanding customer needs drives our success and reputation. Process and Responsiveness Virage has implemented a structured CRM process to manage all inquiries, ensuring timely responses and tailored proposals. We actively track engagement metrics to refine our outreach and identify emerging opportunities. Virage's proposal responses have included the Sourcewell value flyer to steer potential customers to use cooperative purchasing. This process will continue. Our quote sheets show the Sourcewell advantage if entities can and choose to use their membership advantage. Evidence-Based Marketing We monitor the effectiveness of our campaigns—email engagement, website analytics, event participation, and customer feedback—to continuously improve our promotional efforts.

		Promoting the Sourcewell Opportunity Virage has integrated and will continue to integrate the Sourcewell purchasing option into all existing marketing channels and materials. This includes: • Highlighting Sourcewell benefits on our website (Marketing (a)) • Social media – promotes Sourcewell on all social media platforms. Will continue to promote the contract and advantages. • Featuring Sourcewell in brochures, proposals with Value flyer attached and email signature, and email campaigns (Marketing documents – c – d – e – f) • Promoting Sourcewell membership and contract at industry events and through association networks with displays of Sourcewell flags, magnetic signs and the “value flyer” (Marketing (b)) This strategy ensures that all current and prospective customers are aware of the streamlined procurement advantages offered through Sourcewell, encouraging broader participation and simplifying the purchasing process.	
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Virage Simulation leverages a robust digital marketing strategy that integrates technology, data analytics, and targeted outreach to maximize visibility, engagement, and lead conversion. Our approach is designed to continuously optimize performance and ensure our products and services reach the right audiences across North America and globally. Website Optimization and SEO Virage Simulation’s website is a central hub for product information, customer resources, and lead generation. We actively monitor website traffic and user behavior, using analytics tools to track page views, visitor engagement, and conversion rates. Our site consistently ranks at the top of search engine results for key industry terms, thanks to strategic use of metadata, keyword optimization, and regular content updates. [viragesimulation.com] Social Media Engagement We are expanding our digital presence to major social media platforms including LinkedIn, Facebook, X (formerly Twitter), and Instagram. These channels are used to: • Share product updates, success stories, and industry insights • Promote participation in cooperative purchasing programs like Sourcewell and Canoe • Engage with industry associations and event attendees • Drive traffic to our website and landing pages We track engagement metrics such as impressions, click-through rates, and audience demographics to refine our messaging and campaign targeting. Proposal Tracking and Lead Intelligence Sales proposals are distributed via a secure cloud-based platform that allows us to track downloads and views. This provides valuable insights into lead interest and engagement, enabling our sales team to prioritize follow-ups and tailor communications based on user behavior. Integrated Digital Promotion of Sourcewell To promote the Sourcewell purchasing opportunity, Virage will incorporate contract details and digital links across all marketing channels: • Website integration with dedicated Sourcewell pages and call-to-action banners • Social media campaigns targeting public sector and educational audiences • Email marketing to existing and prospective clients • Event marketing at trade shows and conferences, including live simulator demos This strategy ensures that Sourcewell and Canoe participating entities are fully informed of the streamlined procurement benefits, helping expand access to Virage’s solutions while supporting Sourcewell’s mission. Data-Driven Decision Making Virage continuously evaluates the effectiveness of its marketing efforts using real-time analytics. We assess the impact of each campaign—whether through email, social media, or event participation—and adjust our strategies based on performance indicators such as: • Website traffic and bounce rates • Lead conversion ratios • Engagement with promotional materials • Social media reach and interactions This evidence-based approach allows us to remain agile, responsive, and aligned with market needs.	*

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The majority of the Virage customer base and future customer base are government, educational or non-profit entities. The vast majority are "required" or "think" they are required to go through an RFP/RFB process. We view Sourcewell as a "partner" in the purchasing process. Our experience thus far has been positive with Sourcewell account managers at being very responsive to questions and educational opportunities for the Virage Team. We would like to continue having that interaction. We have encountered many end users that we must educate (which we do) about Sourcewell. If we find a potential buyer is not a Sourcewell member entity we explain that we have a contract and they can take advantage of the Virage contract because Virage is a compliant, fully vetted, via a competitive process, and it's free for them to become a Sourcewell member entity. This is part of our email response. If we find a potential customer is a member and perhaps they just don't know it because of their specific position we look up the number, supply it to them and show them in a quote the advantage. We feel Sourcewell needs to continue to market for their suppliers to entities that place barriers like extremely low thresholds and expand the "feature" suppliers in a meaningful way perhaps more feature stories or featured products expanded (Marketing Document (Marketing Documents - g). Perhaps co-market for suppliers. For instance, Virage has provided a list of "Financing Options" to folks that may need to go that route. One prominent Finance option we list is with NCL, a Sourcewell contract holder. We provide the NCL contact information and even NCL's Sourcewell Contract number. (Marketing Documents - h) Virage would like to expand in the Fire and Police markets. Our products in both markets are exceptional. Virage just needs the market intelligence that we feel Sourcewell may have to help boost sales in those areas. We recognize that simulation training solutions are a newer commodity for Sourcewell and that together Virage and Sourcewell can make a big difference in how safety training is delivered and the impact it will have on all sectors of road users.	*
40	Are your Solutions 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 does not currently have an e-procurement system of its own. We do however support and use customer specific e-procurements systems (such as Ariba that is commonly used by some of our customers).	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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41	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.	Virage Simulation offers a comprehensive suite of training, installation, and support services as part of its standard product offering to Sourcewell and Canoe participating entities. These services are designed to ensure seamless integration, effective use, and long-term reliability of our simulator systems. All simulator purchases include on-site installation and training delivered by factory-certified Virage Simulation technical specialists, at no additional cost. Training is conducted over multiple days and includes: • Technical Training: Covers system setup, operation, maintenance, and troubleshooting. • Train-the-Trainer Program: Equips instructors with the knowledge and tools to integrate Virage's simulation courseware into their existing training programs. This includes guidance on scenario selection, performance evaluation, and use of tools like Driver Tracker™ and Driver Debrief Station™ for post-session analysis. For facilities with restricted site access or heightened security protocols, Virage also offers: • Self-installation kits with a fully documented Installation Guide. • Remote training via video conferencing and screen-sharing tools, conducted by qualified Virage technical staff. During the warranty period, Virage offers unlimited technical support and software updates and upgrades (included in the purchase price). After the warranty period, Virage Simulation offers lifetime product support optional services for all simulator systems. Our support services include: • 16/7 technical assistance via phone, email, and online platforms • Remote diagnostics and system updates to ensure maximum uptime • Overnight shipping of replacement parts when required • On-site technician dispatch within 24 hours for critical service needs • Software updates for bug fixes • Software upgrades (if the service is purchased after the warranty period) These services are included in the standard pricing and are designed to minimize downtime and ensure optimal performance of the simulator systems. Virage's simulators come equipped with award-winning, evidence-based training programs, so driver training can start on day 1. These programs are designed to accelerate skill acquisition, improve safety outcomes, and support standardized driver evaluation. All Sourcewell and Canoe participating entities receive free shipping on simulator systems purchased under the cooperative purchasing agreement.
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42	Describe any technological advances that your proposed Solutions offer.	Virage Simulation is the leader in delivering evidence-based, technology-driven training solutions through its advanced driving simulators. Our systems are uniquely designed to provide structured, objective-based curricula that go beyond basic simulation by integrating scientifically validated training methodologies. Structured, Objective-Based Training Virage Simulation is the only simulator manufacturer to offer a comprehensive suite of training scenarios organized into structured, goal-oriented programs. These training programs are built on best-practice instructional design principles and are tailored to meet the needs of various sectors, including commercial driving, law enforcement, emergency response, and rehabilitation. Each training module includes: • Clearly defined learning objectives • Realistic, scenario-based simulations • Automated performance scoring and reporting • Integrated feedback tools for instructor-led debriefing This approach ensures that trainees not only engage with realistic driving environments but also receive measurable, actionable feedback to support skill development and performance improvement. Validated Training Effectiveness To ensure the highest standards of quality and impact, several Virage Simulation training programs have undergone third-party validation. This process confirms the effectiveness of our simulation-based learning in accelerating skill acquisition, improving safety outcomes, and supporting standardized driver assessment. Flexible, Scalable Delivery Many of our training programs are designed as self-paced modules, allowing organizations to maximize training throughput without increasing staffing or infrastructure. This flexibility enables institutions to train more individuals using existing resources, while maintaining consistency and quality. Integrated Technology for Performance Tracking Our simulators are equipped with proprietary tools such as: • Driver Tracker™: Our data analytics and reporting tool that captures and analyzes driver behavior and provides performance metrics. • Driver Debrief Station™: Facilitates post-session reviews with visual and data-driven feedback. These tools empower instructors and administrators to monitor progress, identify areas for improvement, and tailor training to individual needs. In addition, both the VS600M and the VS500M are the two platforms that literally can then become other types of simulators. For instance, the VS600M truck simulator "platform" with its standard training package can then become a snowplow, waste management truck or fire engine with simply the addition of hardware modules and specific software training packages for the vehicle chosen. In addition the VS500M car/van simulator can be a driver rehabilitation system, a police officer or cadet training vehicle or even an ambulance with the specific software training package. We like to say one platform...many vehicles. Many of our customers use the system with the flexible training packages to boost their own contract training, thereby increasing the value to them.
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Virage Simulation is committed to supporting environmentally responsible driver training through innovative sustainable simulator technology and eco-conscious program design. Our solutions are engineered to reduce environmental impact while enhancing training efficiency and safety, and the simulator hardware can be upgraded throughout their lifetime – no planned obsolescence. Fuel-Free Training Environment Our simulators allow learners to develop essential driving skills—such as backing, shifting, hazard perception, and defensive driving—without ever setting foot in a real vehicle. This significantly reduces fuel consumption and vehicle wear during the training phase. For example, major carriers have reported that drivers can practice backing maneuvers on the VS600M simulator up to five times faster than in a real truck, dramatically increasing training throughput while eliminating emissions during practice. Energy-Efficient Operation Virage simulators are designed for low energy consumption, operating at approximately 15 cents per hour, which contributes to a minimal carbon footprint. This makes our systems ideal for organizations seeking sustainable training solutions without compromising performance or realism. EcoDrive Training Programs Our Fuel Management (EcoDrive) training modules help drivers understand the physics of fuel consumption and adopt more efficient driving habits. These programs teach techniques such as smooth acceleration, optimal gear shifting, and strategic braking to reduce fuel usage. Customers have reported fuel savings of 10% or more within a month of completing EcoDrive training, demonstrating measurable environmental and economic benefits. Sustainable Impact By replacing traditional vehicle-based training with driving simulators, organizations can: • Reduce greenhouse gas emissions • Lower fuel and maintenance costs • Minimize risk exposure during training • Promote eco-conscious driving behaviors across their fleets Virage Simulation’s green initiatives are embedded in every aspect of our product design and training philosophy, helping Sourcewell and Canoe participating entities meet their sustainability goals while delivering high-quality, scalable driver education.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All our products comply fully with CSA, UL, CE, and FCC standards. When contractually required, Virage engages the appropriate certification authorities to inspect and label simulator systems, ensuring they meet all relevant regulatory requirements. A certificate of conformance is provided upon completion. For visual reference and documentation, please consult documents 44A and 44B in the "Additional Information" document, which include an image of a certification label and its corresponding documentation.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Unique Attributes of Virage Simulation for Sourcewell Participating Entities Virage Simulation stands apart in the driver training industry by offering a comprehensive, evidence-based approach to simulation training that is unmatched in North America. Our commitment to innovation, research, and customer-centric design ensures that Sourcewell participating entities receive solutions that are not only effective but also tailored to their operational needs. Proven Pedagogical Excellence Simulation-based training has long been recognized for its effectiveness, dating back to the U.S. Navy's adoption of Edwin Link's "Blue Box" flight simulator. Today, Virage Simulation continues this legacy by delivering cost-effective, high-impact training solutions that enable efficient evaluation, instruction, and remediation of drivers. While ground vehicle simulation adoption has been slower, rising fuel costs, maintenance expenses, and the complexity of modern vehicle technologies have made driving simulators an essential tool for training. Meeting the Demands of Modern Learners Modern trainees expect technology-driven learning experiences. Virage Simulation meets this demand with integrated training systems that eliminate guesswork and provide real-time feedback, enabling organizations to train on their schedule with measurable outcomes. Exclusive Manufacturer and Innovator Virage Simulation is the original designer, developer, and sole-source provider of the VS600M CDL Truck Driving Simulator and its proprietary software and training programs. Unlike other simulator providers, Virage owns the copyrights to all its products and software, ensuring complete control over quality and innovation. Key Differentiators of the VS600M Simulator: • FMCSA-Aligned Training: The VS600M meets the rigorous standards proposed by the FMCSA for Entry-Level Driver Training (ELDT), ensuring compliance and readiness of new truck drivers. • Authentic CDL Test Course: Our simulator replicates the AAMVA on-range CDL testing model, providing a realistic and standardized training environment. • Golden Training Programs™: Exclusive to Virage, these award-winning, evidence-based curricula include: - o Golden Shifting™ - o Golden Mirrors™ - o Golden Steering™ - o Golden Coupling/Uncoupling™ - o Golden Pre-Trip™ - o CDL Tests - o Fuel Efficiency Training Program These programs support both instructor-led and self-paced learning, complete with performance scoring, error feedback, audio/visual guidance, and detailed reporting. • Unmatched Realism: The VS600M features the most accurate transmission simulation and the most realistic, maintenance-free shifter available. It includes software-controlled kickback and vibration, with customizable transmission layouts and gear ratios that replicate any Eaton-Fuller transmission. • Scalable and Modular: The simulator is upgradable with specialized training modules for: - o School Bus Operations - o Solid Waste Management - o Snowplow and Tow Plow Operations - o Fire and EMS Response • Innovative Visual System: Our unique 60-degree "out-of-driver-window view" inset in the left display enhances realism for angle parking and alley docking maneuvers. Research-Driven and Validated Virage's training scenarios are developed in collaboration with traffic safety researchers and industry experts. The Golden Shifter™ and Golden Mirrors™ programs have been third-party validated for transfer of training and recognized by the Transportation Research Board. Studies show that new drivers master shifting and backing 2.4 times faster on the VS600M than in a real truck with an instructor.
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46	Explain your licensing process and service agreements with end users.	Licensing Process and Service Agreements Software Licensing Virage Simulation provides a non-exclusive license for the software components embedded in its simulators. This license is granted to the customer upon purchase and allows use of the product strictly for internal business operations. Key licensing terms include: • Ownership: All software remains the exclusive property of Virage Simulation or its suppliers. No ownership rights are transferred to the customer or any third party. • Scope of Use: Software usage is limited to the operation of the simulators provided by Virage Simulation. • License Fee: The license fee is included in the initial purchase price of the simulator. There are no renewal fees for the duration of the product's lifecycle. • Restrictions: - o No sublicensing, renting, or leasing of the software. - o Use as a service bureau or Application Service Provider is prohibited. - o Reverse engineering, decompiling, disassembling, modifying, translating, or creating derivative works is not allowed. - o Copying is permitted only for backup and archival purposes. - o Unauthorized copying or transferring of software to other systems is strictly prohibited. • Compliance: Customers must cooperate with Virage Simulation to protect intellectual property rights and allow reasonable access for compliance verification. Support and Warranty Virage Simulation includes two years of support and warranty for both hardware and software with each simulator purchase. Warranty Coverage: • Hardware: Covers defects in materials and workmanship under normal use for 24 months from the date of acceptance. Repairs or replacements are provided at Virage's discretion. Off-the-shelf components (e.g., displays, computers) are covered under their respective manufacturer warranties. • Software & Training Scenarios: Includes online support and error corrections for 24 months from acceptance. Support Services: • Phone, email, and remote troubleshooting. • Remote access (with operator permission) for diagnostics and maintenance. • Support hours: - o Weekdays: 6:00 AM – 10:00 PM EST - o Weekends: 8:00 AM – 8:00 PM EST - o After-hours support available via voicemail or email. Contact Information for support requests: • Toll-Free: 1-877-456-1556 Ext. 2 • Local: 514-856-1556 Ext. 2 • Fax: 514-556-8025 • International: +001-514-456-1556 Ext. 2 • Email: support@viragesimulation.com Post-Warranty Services After the initial warranty period, Virage offers optional extended service packages, which include: • Unlimited online, email, phone, and remote support • Free remote connection software license • Critical software updates for bug fixes • Remote training sessions • Extended hardware warranty • Access to new training programs at discounted rates • Refresher online training sessions • Optional annual software upgrades and onsite preventive maintenance (additional fees apply) are available
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47	Describe your offering's compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI), Canadian Safety Association (CSA), and Technical Standards and Safety Association (TSSA)	Compliance with National Safety Standards Virage Simulation designs and manufactures professional driving simulators that meet or exceed the safety and technical standards required for safe operation in North America. Our products are engineered to comply with the following key regulatory and industry standards: Canadian Standards Association (CSA) & Underwriters Laboratories (UL) Virage Simulation's products are built in accordance with CSA and UL safety standards, ensuring electrical and mechanical safety for all simulator components. These standards are recognized by OSHA's Nationally Recognized Testing Laboratory (NRTL) Program, which includes CSA Group Testing and Certification Inc. Occupational Safety and Health Administration (OSHA) Our simulators are designed to align with OSHA's workplace safety requirements. While OSHA regulations provide a general framework for hazard prevention, Virage Simulation integrates technical specifications from CSA and ANSI standards, which often go beyond OSHA's baseline requirements to enhance worker safety. American National Standards Institute (ANSI) Virage Simulation adheres to ANSI standards relevant to electronic equipment and workplace safety. These standards provide detailed technical guidelines that complement OSHA regulations. By following ANSI protocols, we ensure our simulators meet high safety and performance benchmarks. National Fire Protection Association (NFPA) While NFPA standards are primarily applicable to fire safety and electrical systems, Virage Simulation ensures that all electrical components and installations within its simulators comply with NFPA codes, contributing to a safe operational environment. Technical Standards and Safety Authority (TSSA) For customers in Ontario and other regions governed by TSSA, Virage Simulation ensures compliance with applicable TSSA engineering and safety codes, particularly for electrical components. Our products are designed to meet the requirements of the Technical Standards and Safety Act, 2000, and related regulations. Commitment to Safety and Quality Virage Simulation's simulators are used across diverse sectors including transportation, law enforcement, rehabilitation, and vocational training. Our commitment to safety is reflected in: • Rigorous engineering and quality assurance processes. • Use of certified components and adherence to industry best practices. • Participation in government procurement programs such as Sourcewell and Canoe Procurement Group of Canada, which require compliance with national standards. Custom Design Services Virage Simulation offers both standard and custom design services for its hardware and software-based driver training programs. These services are tailored to meet the specific needs of clients across various industries, ensuring that simulator solutions align with unique operational requirements and training objectives. Standard Services Our standard offerings include a comprehensive suite of training programs and simulator configurations designed to address common driver education and safety needs. These are ready-to-deploy solutions that meet industry standards and are optimized for general use cases.	
48	Explain and provide information about any design services you offer.	Custom Design Services For clients with specialized requirements, Virage Simulation provides custom-designed products and services. These are developed in close collaboration with the client to ensure that the final solution addresses specific challenges and operational contexts. • Flexible Engagement Models: Custom services are offered at transparent hourly or project-based rates, ensuring fairness and clarity for the end user. • Tailored Solutions: We design custom hardware configurations, vehicle dynamics models, and training scenarios based on client specifications. • Industry-Specific Applications: For example, in the mining industry, Virage developed a custom simulator solution to address frequent vehicle damage caused by improper driving in rugged environments. This included: - o Simulation of specialized vocational vehicles. - o Accurate performance specifications. - o Realistic mining driving environments. - o Targeted training scenarios focused on reducing accidents and equipment damage. This solution enabled the mining company's safety training department to significantly improve driver behavior and reduce operational costs.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	N/A for Virage Simulation - Although Virage Simulation does not have any certifications, we have a number of suppliers and direct consultants that make up our business and sales team, which we have worked with for 14 years or more. They consist of US Small Businesses, Woman-Owned Business and Veteran Owned Business.	*
50		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A	*
51		Women Business Enterprise (WBE)	☐ Yes ☒ No	Please refer to comment on Line Item 49.	*
52		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Please refer to comment on Line Item 49.	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
55		Small Business Enterprise (SBE)	☐ Yes ☒ No	Please refer to comment on Line Item 49.	*
56		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
57		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Please refer to comment on Line Item 49.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Virage Simulation accepts many payment terms. The most common are: - Milestone payments: 50% deposit of total order at the time of Customer Purchase Order. 40% deposit of total order before shipment from Virage Simulation's factory. 10% of total order after the installation on site - or - Single payment upon delivery, NET 30 The payment methods are: - ACH or bank direct deposit is preferred - Mail in check	*

59	Describe any leasing or financing options available for use by educational or governmental entities.	Virage Simulation provides 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. One prominent Finance option we list is with NCL, a Sourcewell contract holder. We provide the NCL contact information and even NCL's Sourcewell Contract number. We feel this co-marketing of Sourcewell contract holders is important.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	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.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	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 Sourcewell discounted price is provided for each line item.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing Discount Overview Virage Simulation's pricing proposal under the Sourcewell cooperative purchasing contract reflects a 2 to 12% discount off our standard Manufacturer's Suggested Retail Price (MSRP). This discount is applied consistently across all standard simulator configurations and associated services offered through the Sourcewell contract. It ensures that Sourcewell participating entities receive preferential pricing compared to standard commercial rates. Additional Value for Sourcewell Members • Volume Discounts: Additional discounts of up to 7.5% are available for multi-unit purchases (see Volume Discounts section). • Free Standard Shipping: Included for all Sourcewell members within the continental U.S. and most Canadian provinces. This pricing structure is designed to support public sector organizations in achieving cost-effective procurement while maintaining access to high-quality, customizable training solutions.	*

64	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and Volume Discounts Virage Simulation offers structured volume-based discounts to Sourcewell participating entities to support cost-effective procurement for multi-unit purchases. Discount Structure - Multi-Unit Purchase Discount: - A discount up to 7.5% is applied to each additional simulator unit purchased beyond the first, provided that all units are ordered simultaneously and delivered to the same location. - If additional units are delivered to different locations, a 2% discount is applied to each of those units. Free Shipping for Sourcewell Members - Standard shipping is included at no additional cost for all Sourcewell participating entities located within the continental United States and most Canadian provinces. - This benefit applies regardless of the number of units purchased, further enhancing the value of multi-unit orders. Eligibility Criteria - Discounts and free shipping apply only to purchases made under the Sourcewell contract. - Orders must be placed as part of a single procurement event to qualify for volume discounts. - Discounts are calculated based on the Sourcewell contract pricing, ensuring transparency and consistency. Rebate Programs - Virage Simulation does not currently offer a formal rebate program. However, we are open to discussing custom pricing structures or incentive-based programs for large-scale deployments or long-term partnerships	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	*

66	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.	Excluded Costs from Total Acquisition Pricing Virage Simulation provides transparent and detailed pricing for its simulator solutions. However, certain elements of the total cost of acquisition may be excluded from the base pricing submitted with our proposal. These exclusions are clearly identified and quoted separately at the time of proposal submission to ensure full transparency and alignment with client expectations. Excluded Cost Elements The following items are not included in the standard pricing and may incur additional charges: • Non-Standard Equipment or Features: Custom hardware or software components that deviate from our standard simulator configurations, including specialized vocational vehicle models or unique training scenarios, will be priced separately based on scope and complexity. • Site Surveys and Pre-Installation Assessments: If a site visit is required to assess installation feasibility, infrastructure compatibility, or space planning, associated travel and labor costs will be quoted separately. • Installation and Setup Services: While on-site installation, calibration, and setup services are included, on-site activities in remote or complex environments may incur additional charges. • Mandatory or Specialized Training: While standard on-site training is included with all our products, on-site activities in remote or complex environments may incur additional charges. Any customized training programs, certification courses, or on-site training sessions beyond the standard scope will be priced separately. • Initial or Third-Party Inspections: Any inspections required by local authorities, insurance providers, or third-party certifiers are not included and may be subject to additional fees. • Future Duties and Tariffs: Under the Canada–United States–Mexico Agreement (CUSMA/USMCA), Virage Simulation's products currently qualify for duty-free and tariff-free trade across North America. However, any future changes to trade policies, including new tariffs or duties imposed by government authorities, will be quoted separately at the time of proposal submission. Parties Responsible for Additional Costs • Virage Simulation: Responsible for quoting and executing any additional services or equipment not included in the base pricing. • Third-Party Providers: In cases where external inspections, certifications, or specialized services are required, costs may be incurred from third-party vendors. These will be disclosed and coordinated through Virage Simulation.
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67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, Shipping, and Delivery Program Virage Simulation is committed to providing transparent and efficient shipping services to all Sourcewell participating entities. Our freight and delivery program is structured to ensure clarity, reliability, and cost-effectiveness. Included Shipping Regions • United States: Standard shipping is included in the pricing for all locations within the continental United States. • Canada: Standard shipping is included for all provinces except Yukon (YT), Northwest Territories (NT), and Nunavut (NU). Additional Shipping Costs For locations outside the standard coverage areas, including: • Alaska, Hawaii, and U.S. insular territories (e.g., Puerto Rico, Guam) • Canadian territories: YT, NT, and NU Additional freight and travel & logistics (T&L) costs may apply. These costs are: • Calculated based on destination, shipment size, and delivery method • Provided transparently at the time of proposal submission • Itemized separately in the quotation to ensure clarity for the participating entity Shipping Methodology • Virage Simulation uses reliable freight carriers who are compliant with all Federal and State/Province regulations. In addition to having experience in handling sensitive and high-value equipment. • All shipments are tracked and insured, and delivery timelines are communicated clearly during the proposal phase. Delivery Coordination • Virage coordinates directly with the Sourcewell participating entity to schedule delivery and installation. • Pre-delivery site assessments may be conducted to ensure proper access and readiness. • All equipment is packaged securely to prevent damage during transit.
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68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, Shipping, and Delivery Program Virage Simulation is committed to providing transparent and efficient shipping services to all Sourcewell participating entities. Our freight and delivery program is structured to ensure clarity, reliability, and cost-effectiveness. Included Shipping Regions • United States: Standard shipping is included in the pricing for all locations within the continental United States. • Canada: Standard shipping is included for all provinces except Yukon (YT), Northwest Territories (NT), and Nunavut (NU). Additional Shipping Costs For locations outside the standard coverage areas, including: • Alaska, Hawaii, and U.S. insular territories (e.g., Puerto Rico, Guam) • Canadian territories: YT, NT, and NU Additional freight and travel & logistics (T&L) costs will apply. These costs are: • Calculated based on destination, shipment size, and delivery method • Provided transparently at the time of proposal submission • Itemized separately in the quotation to ensure clarity for the participating entity Shipping Methodology • Virage Simulation uses reliable freight carriers who are compliant with all Federal and State/Province regulations. In addition to having experience in handling sensitive and high-value equipment. • All shipments are tracked and insured, and delivery timelines are communicated clearly during the proposal phase. Delivery Coordination • Virage coordinates directly with the Sourcewell participating entity to schedule delivery and installation. • Pre-delivery site assessments may be conducted to ensure proper access and readiness. • All equipment is packaged securely to prevent damage during transit	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A for our products.	*

70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Self-Audit and Compliance Verification Process Virage Simulation has established a structured and transparent self-audit and reporting process to ensure full compliance with its Sourcewell cooperative purchasing agreement (Contract #011822-VIR). This process is designed to verify that all Sourcewell participating entities receive the correct contract pricing and that all associated sales are properly tracked and reported. Sales Tracking and Source Identification - All sales transactions are logged in Virage Simulation's centralized sales database, with each entry tagged to its originating source, including Sourcewell participating entities. - This tagging system ensures that purchases made under the Sourcewell contract are clearly identified and segregated from other sales channels. Quarterly Reporting and Fee Remittance - Virage conducts quarterly audits of its sales database to extract all transactions associated with Sourcewell members. - These reports are used to verify pricing compliance, ensuring that Sourcewell members received the agreed-upon contract pricing. - Based on the audit results, Virage remits the appropriate administrative fees to Sourcewell in accordance with the contract terms. Pricing Verification - Virage Simulation maintains a contract-specific pricing structure that is accessible to Sourcewell members via its dedicated Sourcewell landing page (https://viragesimulation.com/sourcewell-cooperative-purchasing-group/). - Sales representatives and authorized partners are trained to apply Sourcewell pricing and document the contract number on all relevant quotes and invoices. - Internal controls ensure that only Sourcewell-authorized pricing is applied to eligible entities, and any discrepancies are flagged and corrected during the audit cycle. Transparency and Accountability - Virage's audit process is designed to be transparent and repeatable, aligning with Sourcewell's compliance expectations. - The company's commitment to integrity and public sector accountability ensures that any errors or omissions are promptly reconciled in the next reporting cycle, with corrective actions taken as needed.
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71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Internal Metrics to Measure Success of Sourcewell Agreement Virage Simulation employs a robust internal performance monitoring system to evaluate the effectiveness and success of its current Sourcewell cooperative purchasing agreement. These metrics are tracked regularly and used to guide strategic decisions, ensure compliance, and optimize customer satisfaction. Key Performance Indicators (KPIs) 1. Sales Attribution and Growth Tracking - o All Sourcewell-related sales are tagged and tracked in our centralized sales database. - o We monitor year-over-year growth in Sourcewell contract sales compared to total company sales to assess market penetration and contract utilization. - o Historical data shows a steady increase in Sourcewell-related sales since 2022, indicating growing adoption and success. 2. Profitability Analysis - o Each sale is analyzed for revenue and associated costs, allowing us to monitor its impact on the gross margin and EBITA (Earnings Before Interest, Taxes, and Amortization). - o This ensures that Sourcewell transactions remain financially sustainable while delivering value to participating entities. 3. Sales Efficiency Metrics - o We track sales per staff member to evaluate productivity and resource allocation. - o This helps us optimize our sales operations and ensure that our team is effectively supporting Sourcewell members. 4. Customer Engagement and Satisfaction - o We monitor customer feedback, support ticket resolution times, and repeat business from Sourcewell members. - o These metrics help us assess the quality of service and identify areas for improvement. 5. Contract Compliance Monitoring - o Internal audits are conducted quarterly to ensure pricing accuracy, proper fee remittance, and adherence to Sourcewell contract terms. - o This includes verifying that Sourcewell members receive the correct contract pricing and that all sales are properly reported.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Proposed Administrative Fee Virage Simulation proposes an Administrative Fee of 1.25% on all completed transactions made under the Sourcewell cooperative purchasing agreement. This fee is provided in consideration of the support, marketing, and procurement services offered by Sourcewell to its participating entities. It will be: • Calculated as 1.25% of the total sale value for each transaction completed under the Sourcewell Master Agreement. • Remitted quarterly, in accordance with Sourcewell's reporting and payment schedule. • Tracked through Virage Simulation's internal sales system, which tags and monitors all Sourcewell-related transactions to ensure accurate reporting and compliance. Typical Transaction Value Virage Simulation's products are high-value, professional-grade driving simulators. Individual units typically sell for over \$100,000, making the administrative fee a meaningful contribution to Sourcewell's continued support and outreach efforts.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, offered in the proposal.	We have included as a separate attachment a description of all the products we are offering in our proposal. Below is a brief description of each product offered. The driving simulators and training program products being offered are: 1- VS600M PRO 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://ln5.sync.com/dl/d0c6e9e90#hbd59c92-de344vqh-2vxxpgcu-inff9cqa View website: https://viragesimulation.com/vs600m-truck-simulator/ 2- VS600M Top-of-the-line 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. Train your drivers 2.5 times faster than with the truck. View description: https://ln5.sync.com/dl/20ce42800#rw5anz44-dhcdxzzq-b3pavg29-cemi6hg6 View website: https://viragesimulation.com/vs600m-truck-simulator/ 3- VS600 with motion CDL Truck Simulator for new CDL driver training. Includes an comprehensive instructor-led training curriculum for CDL skills training with guidance and feedback. View description: https://ln5.sync.com/dl/e73834730#9k2qtjcn-auhzyivc-gcecxpih-fnhvxhpi 4- VS60-CDL Truck Simulator for new CDL driver training. Includes an comprehensive instructor-led training curriculum for CDL skills training with guidance and feedback. View description: https://ln5.sync.com/dl/e39ca81e0#9hgiawec-5cvut4bg-hv59r7fc-bu4xim4v 5- VS60-SB Shifting-Backing Truck Simulator for new CDL shifting and backing training. Includes our unique and award-winning proficiency-based Golden Training Programs for shifting and backing. Train your drivers 2.5 times faster. View description: https://ln5.sync.com/dl/211c00a30#f53fyyu6-5ikq2ixe-9rd3tvby-da3n54f2 6- VS60-EL Entry-level Truck Simulator equipped with essential training modules perfectly suited for introducing novice drivers to the intricacies of trucking, while also providing instructors with the tools needed to train them in operating heavy vehicles. View description: https://ln5.sync.com/dl/3a5ebe8a0#nbwwwuvn3-9493zgt-r9h3w893-asdbx6jq 7- VS60-S Shifting Truck Simulator for new CDL shifting training. Includes our unique and award-winning proficiency-based Golden Training Programs for shifting. Train your drivers 2.5 times faster. View description: https://ln5.sync.com/dl/ea310cc40#hgrdxbjq-7vkwx7zt-hw9da26r-ftzgb9vs 8- VS600M-F Fire Engine Driving Simulator for new and experienced drivers. Includes training programs for basic, advanced and emergency operations. View description: https://ln5.sync.com/dl/4173e0690#fgyj3f5c-kg4q5833-k38nii4q-ix64jvkh 9- 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 and safety of your operations.

View description: <https://ln5.sync.com/dl/c568e77a0#zcqskjvq-6qhyfn2t-su8yqeha-end6kv9z>
 website: <https://viragesimulation.com/snowplow-simulator-vs600m/>

10- VS600M-C Concrete Mixer Truck Simulator for new driver training and onboarding, and experienced driver recurrent training to improve the overall performance and safety of your operations.

View description: <https://ln5.sync.com/dl/ddeb04760#sicjqr7q-2vvy4i8t-xf6mazyg-y4fz2dsy>

11- VS600M-W Solid 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://ln5.sync.com/dl/abcccec30#v8ku6jtn-kczap4wx-u36nwd7d-cxn323ig>

View website: <https://viragesimulation.com/vs600m-w-waste-and-recycling-truck-simulator/>

12- 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://ln5.sync.com/dl/dd55c90b0#xyne6qsp-mv4udvae-irq7smb8-c8w9jm7g>

View website: <https://viragesimulation.com/vs600m-b-school-bus-driving-simulator/>

13- 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://ln5.sync.com/dl/438bdd0a0#p2wip36x-25jzz6f7-bndny86f-6qa52r55>

14- VS500M Car Driving Simulator for new and experienced drivers. Includes the full training programs for new drivers including distracted and defensive driving training programs. View description: <https://ln5.sync.com/dl/0b4ebbf60#rj4fmnop-4v3ewc37-zbhwy4ve-m38qjm3>

View website: <https://viragesimulation.com/vs500m-car-simulator-training-and-research/>

15- VS300 Car Driving Simulator for new driver training and public awareness.

View description: <https://ln5.sync.com/dl/3c8c53c40#adniji9-sehts3nn-5mtghxzz-8isvu562>

16- VS500M-R Clinical Driving Simulator for clinical rehabilitation use. Includes integrated driver assessment tools to evaluate driving readiness and cognitive function, along with structured training programs tailored for rehabilitation and clinical use. It supports safe, inclusive driver education and recovery

View description: <https://ln5.sync.com/dl/900d67300#fd6njvti-6gv847fk-itgjyrpb-xymqbare>

17- VS500M-RW Clinical Driving Simulator with Wheelchair Access for clinical rehabilitation use. Includes integrated driver assessment tools to evaluate driving readiness and cognitive function, along with structured training programs tailored for rehabilitation and clinical use. Designed for wheelchair accessibility, it supports safe, inclusive driver education and recovery

View description: <https://ln5.sync.com/dl/ad234b240#9ad9udpx-bhadfxkf-2kwqy6gn-d2ntvthv>

18- VS500M-P Law Enforcement Driving 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://ln5.sync.com/dl/2f4d01110#7wzx5f2-ch5zu45m-be27zfhv-nnjy9pp6>

View website: <https://viragesimulation.com/vs500m-p/>

19- VS300-P Law Enforcement Simulator for cadet officer training.

View description: <https://ln5.sync.com/dl/66737ed90#4e684jsq-hqeb9844-qp2u9cii-krhgs39r>

20- 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://ln5.sync.com/dl/f619f5490#3kqmj8xu-a7ras8gw-sejy47py-qk9949hs>

75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Refer to item 74 for our training solution categories and subcategories.	*
76	Describe your products/services interoperability and integration with other public safety equipment, software and systems, if applicable.	Interoperability and Integration Capabilities Virage Simulation's driving simulators are designed with flexibility in mind, allowing for integration with external systems where required, particularly in public safety and training environments. Current Integration Capabilities • While our simulators do not offer off-the-shelf interoperability with third-party public safety equipment, they are capable of data exchange with Learning Management Systems (LMS) and other enterprise platforms. • Our software can be configured to push training data and performance metrics from the simulator to a public safety organization's LMS or internal reporting system. Custom Integration Services • Integration with external systems is dependent on the specific LMS or software architecture used by the client. • Virage Simulation offers custom development services to enable this interoperability, including: - o API-based data exchange - o Secure data formatting and transmission - o Real-time or batch reporting capabilities • These services are scoped and quoted separately based on the technical requirements of the target system. Proposal-Based Integration • Where integration is requested, Virage Simulation will conduct a technical assessment and provide a detailed proposal outlining: - o Development effort - o Timeline - o Cost - o Ongoing support options	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
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77	Facilities, structures (fixed or mobile)	☒ Yes ☐ No	Mobile and Portable Training Solutions Virage Simulation offers a range of mobile and portable training environments designed to meet the needs of public safety organizations and remote training operations. Mobile Training Laboratories (classroom) • Virage provides fully equipped mobile training trailers, which serve as self-contained simulation classrooms. • These units are ideal for on-site training, especially in regions with limited access to permanent facilities. • These units can be an extension to your building to provide additional classroom space. • Each trailer is designed to accommodate simulator hardware, climate control, power systems, and connectivity for remote support and updates. • They can include a commercial generator for full off-grid autonomy for up to 50 hours. Portable Simulator Solutions • For organizations requiring flexibility, Virage offers portable simulator configurations that can be deployed in temporary or multi-use spaces. • These systems are compact, easy to transport, and quick to set up, making them suitable for mobile training teams, outreach programs, or shared regional resources. Customizable Options • Due to the variability in trailer specifications, simulator configurations, and deployment logistics, pricing and availability for mobile and portable solutions are provided upon request. • Virage Simulation works closely with clients to tailor these solutions to their operational needs, including layout, equipment selection, and integration with existing infrastructure.
78	Equipment, props, supplies, rentals, and consumables	☒ Yes ☐ No	Equipment Virage Simulation designs and manufactures professional-grade driving simulators for cars, trucks, buses, vocational vehicles, and emergency services. These simulators are used for driver training, evaluation, research, and rehabilitation across sectors such as public safety, transportation, and education.

79	Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, and equipment	☒ Yes ☐ No	Our products make use of augmented reality, science physics, math and engineering methods that combined give the end user, whether it's the driver, instructor or evaluator confidence in the training or assessment of any driver. Virage integrates specific features of augmented reality in all our truck driving simulator platform to enhance the training and the driver retention whether it is a truck, bus, fire engine, snowplow, or waste management vehicle. It is extended to the Virage car platform for rehabilitation, police training, ambulance/EMT training. Virage's unique combination of vehicle dynamics with instructional design in a learning model that takes advantage of the superior attributes of simulation that combines this into measurable outcomes.
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80	Instructional, educational, training programs, incident-based training, and learning management systems with directly related materials and supplies	☒ Yes ☐ No	Instructional and Educational Training Solutions Virage Simulation's proposal includes a comprehensive suite of instructional and educational training programs, designed to support driver training across public safety, vocational, and commercial sectors. Instructional & Educational Training Programs - Each simulator includes scripted training scenarios and structured curriculum modules tailored to the vehicle type and training objectives. - Programs cover basic, intermediate, and advanced driving skills, including: - Defensive driving - Hazard perception - Fuel-efficient driving - Emergency response maneuvers - Incident response training - CDL preparation and certification Incident-Based Training - Scenarios are designed to simulate real-world incidents, such as: - Intersection control during emergencies - Fatigue and distraction response - Rollover prevention - Winter driving hazards - These allow learners to practice decision-making and situational awareness in controlled, repeatable environments. Learning Management System (LMS) Integration - Virage's software can interface with public safety organizations' LMS platforms, enabling: - Data export of training results - Performance tracking - Certification progress monitoring - Integration is customized based on the LMS architecture and is quoted separately when requested. Related Materials and Supplies - Each training program includes: - Instructor guides - Evaluation criteria - Scenario descriptions - Optional printed or digital training materials - These resources support both self-paced learning and instructor-led sessions, ensuring flexibility and pedagogical
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81	Services, equipment, and software directly related to the offering of the solutions described in #76 - 79 above, including design, installation, maintenance, repair, training, integration, support, and customization	☒ Yes ☐ No	Comprehensive Solutions Offered Virage Simulation's proposal includes a full suite of services, equipment, and software directly related to the delivery and support of its professional driving simulator solutions. These offerings are designed to meet the diverse needs of public safety organizations, vocational training centers, and municipal fleets. Equipment • Virage designs and manufactures high-fidelity driving simulators for cars, trucks, buses, emergency vehicles, and vocational applications. • Each simulator is built with OEM-grade components, realistic vehicle dynamics, and immersive visual systems. Software • Proprietary simulation software includes training scenarios, performance analytics, and customizable modules for various driving environments and vehicle types. • Software updates and scenario expansions are available to keep training content current and relevant. Services Virage Simulation provides the following services as part of its turnkey solution: • Design: Custom hardware and software configurations tailored to client-specific training needs, including vocational and incident-based scenarios. • Installation: On-site or remote setup of simulator systems, including calibration and testing. • Maintenance & Repair: Ongoing technical support, hardware servicing, and software troubleshooting. Remote diagnostics and on-call support are available through our technical support team. • Training: Instructor training, onboarding sessions, and scenario-based learning programs for operators and educators. • Integration: Custom integration with Learning Management Systems (LMS) and internal reporting tools. • Support: Multilingual technical support via phone, email, and remote access. • Customization: Development of specialized vehicle models, environments, and training programs for industries such as mining, transit, and emergency services.
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Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

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](#) - PRICING.zip - Wednesday October 22, 2025 14:15:30
 - [Financial Strength and Stability](#) - REFERENCE LETTERS.zip - Wednesday October 22, 2025 14:15:58
 - [Marketing Plan/Samples](#) - MARKETING DOCUMENTS.zip - Wednesday October 22, 2025 14:16:21
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - ADDITIONAL INFORMATION.zip - Wednesday October 22, 2025 14:23:04

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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 obligations contemplated in the solicitation proposal.

☒ 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_4_Public_Safety_Training_RFP_102325 Thu October 16 2025 04:26 PM	☒	5
Addendum_3_Public_Safety_Training_RFP_102325 Fri October 10 2025 03:34 PM	☒	2
Addendum_2_Public_Safety_Training_RFP_102325 Mon September 15 2025 04:09 PM	☒	4
Addendum_1_Public_Safety_Training_RFP_102325 Mon September 8 2025 04:03 PM	☒	2

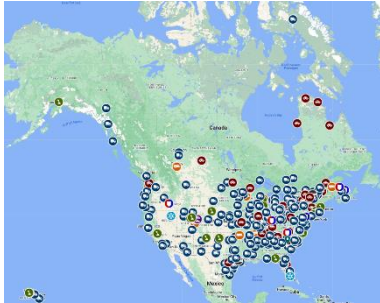
Virage Simulation is pleased to submit this truck simulator proposal to support your driver training activities. Our proposed training solution is the VS600M CDL Truck Driving Simulator with our unique proficiency-based CDL Golden Training Programs along with a full suite of training scenarios allowing for self-paced as well as instructor-led training.

The proposed VS600M includes the following advantages:

- 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.
- The most extensive CDL-specific Training Curriculum and Driving Scenario Library meeting the FMCSA ELDT requirements to support your training needs (basic skills training, driver safety training, etc.).
- **The most accurate transmission simulation and the most realistic and reliable shifter on the market. A maintenance-free system with realistic kick-back and vibration on the shifter. No gears, no wear!**
- Selectable transmission layout and gear ratios with accurate RPM gaps between gears (any Eaton-Fuller transmission)
- Selectable manual or automatic transmission including the new AMT (Automated Manual Transmission).
- Simulation of the **air brake system with animated, interactive schematic** and the capability for the instructor to insert faults into the system
- The latest visual display technology using 4K, ultra-high-definition, 3840 x 2160 pixels commercial grade displays for higher durability, longer lifespan and superior brightness levels to withstand constant usage
- The best visual scene realism for superior distance and speed perception
- A full three axis motion/vibration system integrated into the cabin.
- As well as our unique **Driving Efficiency Training Program** to teach how to drive in a more energy efficient manner (EV and Internal Combustion Engine vehicles).

Virage Simulation's driving simulators will provide you with ten years or more of effective training. Our customer service team will always be there to support the equipment throughout its lifetime.

Virage Simulation is the only driving simulator manufacturer on the market to offer the evidence-based Golden Training Programs. 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 time faster with the VS600M simulator-based programs. In 2018, these studies were reported in a scientific publication that won the Deborah Freund Best Researched Paper Award from the Transportation Research Board (TRB) in Washington, DC. A short video presentation of our VS600M is available online at <https://viragesimulation.com/promotion>.



Throughout the US and Canada, Virage Simulation has been the most sought-after simulation training solution for hundreds of high schools, Community Colleges, Technical Colleges and private training schools. What discerns the Virage systems from others is not only the range of systems to meet any budget but more importantly the evidence-based training curriculum giving the best value while training tomorrow's drivers.

The largest fleets such as Knight-Swift and US Xpress, are also counting on the Virage Simulation VS600M and its advanced programs to train their new and professional drivers in their training centers throughout the US.

Flexibility is built into our simulators. The VS600M is easily upgradable with additional vehicles and training programs such as School Bus training, Solid Waste Management training, Snowplow training, Defensive Driving training, and more as your training demands evolve.

Virage Simulation training solutions are listed on several government cooperative purchasing systems to facilitate the purchasing process. Refer to the "How to buy" section of our web site for more information.

Our company, team, technology, and our proposed training solution is presented in the following pages.

Virage Simulation is excited by the opportunity to earn your business and collaborate with you on this project. We hope that this will be the first step towards a long and successful cooperation.

Best regards,

Danny Grenier, Eng., MBA
President, Virage Simulation
85 Montpellier Boulevard
Montreal, Canada H4N 2G3
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Danny.Grenier@VirageSimulation.com

Deborah Quackenbush
US – Business Development
Port Orange, FL 32128
Phone: 386-566-9449
Deborah.quackenbush@VirageSimulation.com

Virage Simulation is a proud member of NAPFTDS, CVTA, ATA, TCA, NPTC, ADED, TRB, NAPT, NASDPTS, Next Generation in Trucking, Women in Trucking, Canada Safety Council, APWA, ALERT, and IACP.

VS600M CDL Truck Simulator

December 5, 2025



85, Boulevard Montpellier
Montreal, Quebec, H4N 2G3
Canada
Tel: 877-456-1556
Sales@VirageSimulation.com

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RESTRICTION ON RELEASE OF PROPRIETARY INFORMATION

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1. Proposed system

VS600M CDL Truck Simulator

The VS600M CDL truck simulator is the industry standard in CDL entry-level driver training, the most complete and realistic truck simulator on the market that is used throughout the US and Canada. It includes the Community College preferred and unique Proficiency-based CDL Golden Training Programs™ (for shifting, backing, turns, coupling/uncoupling, brakes pre-trip, CDL test exercises) validated and demonstrated to train drivers 2.4 times faster than with a real truck. Features such as the Driver Tracker™ system enhances skill development, progress monitoring, and reporting capabilities. When combined with the Debrief Station™ for post-training analysis, these tools provide a comprehensive record of each driver's performance and progression. This integrated approach allows for data-driven insights and targeted improvement strategies. This is the best-value solution for CDL driver training.

1. VS600M Truck Simulator including:

- Actual truck seat (air powered), three-point seat belt, steering components and controls, pedals and shifter knob
- 10-, 13- and 18-speed manual transmission, 18-speed Eaton-Fuller shifter knob with selectable gear-ratio software
- Selectable manual or automatic transmission including the new Automated Manual Transmissions (AMT)
- Digital instrument cluster (LCD touch screen) representing the selected vehicle
- Multi-function display (MFD) for vehicle and simulator controls from the driver station
- Three-channel visual system, 180-degree forward field of view using 55-inch LED, 4K, 3840 x 2160 pixel, high-resolution commercial grade displays
- Additional 60-degree “out-of-driver-window view” inset in left display for angle parking and alley docking
- Simulation of the adjustable left and right side mirrors (standard + convex on each side)
- Simulation of the two adjustable front mirrors
- Adjustable (tilt-height) steering wheel with adjustable (to match selected vehicle steering performance) active force feedback (low-inertia, direct-drive motor) on the steering with mechanical hard stops mimicking a real vehicle steering wheel operation.
- High-fidelity 5.1 3D Surround Sound System
- Multiple tractor semi-trailer configurations including flatbed and tanker
- Straight body truck
- Dump truck
- Pickup truck
- Other vehicles in demonstration mode are also included

2. **Visual scenes** (includes different terrains with elevation, asphalt, dirt, snow cover, etc.)
 - Simton, our virtual city and urban area
 - Highway, expressway and rural highways
 - Simhill, mountainous roads with a variety of surfaces, e.g. asphalt, gravel, snow
 - Countryside (rolling hills)
 - Practice field
 - CDL test area
3. **Variable time of day, variable atmospheric conditions** including fog, rain and snow fall.
4. **Virage Simulation 3-axis motion/vibration system**
 The compact motion / vibration system provides pitch, heave and roll cues to the driver. The driver feels vibrations increase as the RPM drops when the clutch reaches the friction point. Road vibrations add realism and improve drivers' speed perception and adds psychological fidelity, increasing learner engagement and transfer of skills to the road.
 
5. **Virage Simulation Driving Scenario Library**
6. Our unique award-winning **CDL Proficiency-based Golden Training Programs**:
 - Shifting: The **Golden Shifter™**
 - Backing: The **Golden Mirror™**
 - Turns: The **Golden Steering™**
 - Coupling Procedures: The **Golden Coupling/Uncoupling™**
 - Air brake pre-trip inspection: The **Golden Pre-Trip™**
 - Skill assessments: **CDL Tests**
7. Plus the **Vehicle Pre-trip Inspection Training** tool is included in stand-alone mode with a VS600M simulator. This interactive tool gives students the ability to practice and learn the total truck pre-trip inspection as prescribed by FMCSA. Each element of inspection is easy to see and explained as the driver navigates around the "virtual" truck. An optional online version of the Pre-trip Inspection Training tool allowing to train anywhere (works on PC, MAC, pad and smartphone) is available. Request a quote.



8. **Air brake system** interactive schematic with an associated set of selectable brake and mechanical malfunctions (faults such as air leak, slow compressor, blown tire, etc.) corresponding to the pre-trip inspection
9. Includes an easy-to-use **Operator Station** including keyboard and mouse
10. **Driver Tracker (included with the Top-of-the-line package):** a tool to track and report the driver's skill-development performance and progress (see specification)
11. **Debrief Station (included with the Top-of-the-line package):** a visual and audio recording of the driver's training session to be used for debriefing during training or record keeping (see specification)
12. **One-year, bumper-to-bumper warranty on hardware and software including full support**
13. **On-site Installation, Technical and Train-the-Trainer Training (3 days) is included.**

2. Optional Features

Option 1. Support and Extended Warranty services

After the standard warranty period, an optional extended warranty with technical support is available.

The following options are being proposed:

1. Technical support with extended warranty
2. Technical support with extended warranty and software upgrades
3. Technical support with extended warranty, software upgrades and an onsite preventive maintenance.

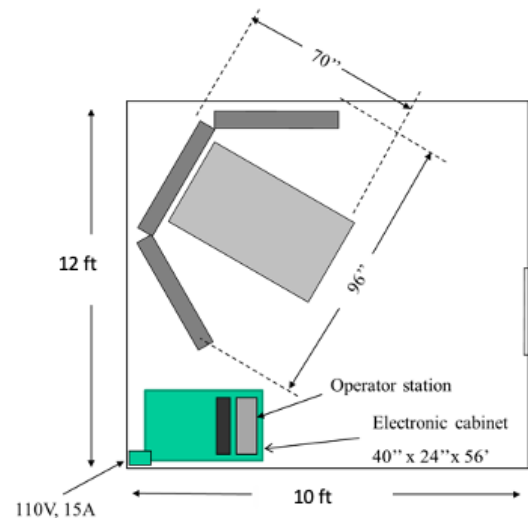
1. Technical support with extended warranty (TS + EW)	2. Technical support with extended warranty and software upgrades (TS + EW + SU)	3. Technical support with extended warranty, software upgrades and one annual preventive maintenance (TS + EW + SU+ PM)
- Unlimited online support - Unlimited mail support - Unlimited telephone support - Unlimited remote troubleshooting and support - Free remote computer connection software license - Software updates for bug fixes - Remote training as required - Remote maintenance - Equipment extended warranty.	- Unlimited online support - Unlimited mail support - Unlimited telephone support - Unlimited remote troubleshooting and support - Free remote computer connection software license - Software updates for bug fixes - Remote training as required - Remote maintenance - Equipment extended warranty - A minimum of one annual software upgrade - Access to new training programs at discounted pricing - Great plan for ensuring your simulator training programs are always up to date.	- Unlimited online support - Unlimited mail support - Unlimited telephone support - Unlimited remote troubleshooting and support - Free remote computer connection software license - Software updates for bug fixes - Remote training as required - Equipment extended warranty - A minimum of one annual software upgrade - Access to new training programs at discounted pricing - One annual onsite preventive maintenance - Travel costs for one yearly preventive maintenance is included - A full report indicating the current state of the simulator and any recommendations to ensure future simulator readiness for training - Best plan to fully maintain your simulator in working order and get the benefits of the new training programs being released.

3. Initial Setup

The initial on-site setup is included in this offer and will be performed by a trained Virage Simulation technician.

The VS600M is designed to operate from a standard 110V, 15A electrical outlet in a normal office environment. The equipment does not need special cooling, but the room ventilation system should be able to dissipate the energy generated by the simulator (1000 Watts while in operation). Virage Simulation provides electrical conversion transformers to support local power sources if different than the above. An internet connection is not needed for normal operations but is required by our technician to remotely connect to your simulator for support or updates.

The ideal space for this simulator is a 10 x 12 foot room. The following is a typical installation layout for the VS600M.



4. Training

The cost related to the on-site training is included in this proposal.

Technical training

The technical training will be conducted at the time of the simulator initial setup and is intended to familiarize the operators with the different simulator components and procedures for start-up and shutdown.

Train-the-trainer

The train-the-trainer training is also conducted at the time of the simulator initial setup and provides an introduction to the simulator technology and a review of the Virage Simulation driver training and evaluation scenarios provided.

5. Support and warranty

The warranty includes error corrections for the software and the repair or replacement of hardware parts broken under normal operations.

The support includes phone, email and remote troubleshooting and update capability. This service enables Virage Simulation's technicians to remotely access (permission required from

the simulator operator) your simulator for troubleshooting and maintenance. Through this capability Virage's technical staff can connect to your simulator to provide technical support and perform verifications as if they were on site.

6. Acceptance

Customer will sign a written acceptance certificate upon successful completion of the initial set-up.

Appendix 1 - Our Company

Virage Simulation
85 Boulevard Montpellier
Montreal, Qc
H4N-2G3

CDN 82053 7140
US EIN 98-1196369

Virage Simulation develops land vehicle simulators and associated scenarios and programs to aid in driver training and evaluation and human factors research. The company was founded in 2005 by six aviation simulator engineers from CAE with a combined experience of over 120 years developing multimillion-dollar simulator projects around the world. From our collective experience in aviation simulation, we created what we believe are the best simulators for reproducing driving environments and observing and measuring driver performance. Our product is improved continually by Dr Pierro Hirsch based on on-going research and through the guidance and suggestions of our expanding customer base. Dr Hirsch joined Virage Simulation in 2006. He has over 40 years of experience training novice and advanced drivers in basic and higher order driving skills and conducting research on driver risk taking.

In 2010, Virage Simulation was awarded the prestigious Alpha 2010 awards for the emerging entrepreneurs presented by the Chamber of commerce and industry of Saint-Laurent and in 2011, the TSX Award for Emerging Technology, given in recognition of the recent launch of its truck simulator.

Virage Simulation has delivered driving simulators to all corners of Canada and the United States. We have also delivered simulators in South America, Europe and the Middle East. Our simulators are used in driving schools for new and experienced driver training, and in research institutions, medical centers and large corporations to provide driver training or promote public awareness of driving risks like distraction and alcohol.

Virage Simulation takes pride in ensuring that our products exceed customer expectations and are used to their full potential. Our technical service team is dedicated to keeping the driving simulators operational at all times by providing support via telephone, email, and remote and on-site support as required.

Appendix 2 - Our Team

The following is a brief presentation of our team.

Danny Grenier, Eng., MBA – President

Co-founder of Virage Simulation, Danny is a professional engineer who graduated from the University Laval with a specialty in Computer Design Engineering. He is also a Concordia University 2004 MBA graduate.

Danny is a software specialist in real-time simulation and has held several different positions during his 16 years at CAE, including Systems Software Designer, Systems Group Leader, Software Systems Department Manager and Electrical Systems Department Manager responsible for over 100 software and hardware design engineers. Danny has also managed a simulated instruments manufacturing unit responsible for the production of low-cost replicas of aircraft instruments for simulator use.

At Virage Simulation, Danny has been responsible for the development of the simulator's hardware and software technology and its integration into the Virage Simulation products. He has also been responsible for the simulator manufacturing unit and deliveries as well as post-delivery customer support.

Rémi Quimper, Eng. – Business Development & Special Projects

Co-founder and former president of Virage Simulation, Rémi graduated as a professional engineer from l'École Polytechnique of Montreal and has a strong background in simulation and training from the aerospace industry. He has extensive experience in program management and for several years directed a group of engineers dedicated to the development of new simulation-based technologies and applications. His group developed a number of new products including the CAE Simfinity™, a simulation-based integrated training solution for the aviation industry. The Simfinity™ project was awarded several prestigious international prizes such as the Frost & Sullivan Technology, the Frost & Sullivan Product Innovation and the Pinnacle Award from Embry-Riddle Aeronautical University.

Rémi has been involved in all the development phases of the company and products at Virage. He was named Business Personality by the Chamber of Commerce of Ville Saint-Laurent in May 2010.

Pierro Hirsch, Ph.D. – Research and Program Development

Pierro joined the team at Virage Simulation in January 2006. Since 1976, he has studied the effects of driver training on driver behavior and crash risk from the multiple perspectives of driver trainer, teacher-trainer, driving school owner, training program developer, corporate consultant, and road safety researcher. Pierro completed his undergraduate degree at the University of California, Berkeley, a master's and Doctorate in Public Health at the University of Montréal and his post-

doctorate at the HEC Montreal. For his master's degree, Pierro studied the ability of professional driving teachers to predict the future behavior of their student drivers. His doctoral research focused on the factors associated with increased crash risk among 1,804 adolescent novice drivers during their first year of unsupervised driving. For his post-doctorate, he developed a driving simulator-based hazard response test.

Pierro is the author of many scientific publications on road safety and the use of driving simulation in driver training and evaluation. In 2017, he and his team of university collaborators won the Deborah Freund Paper Award from the Truck and Bus Safety Committee of the Transportation Research Board, National Academy of Sciences, for the article *Transfer of Training in Basic Control Skills from a Truck Simulator to a Real Truck*. He regularly presents the results of his research at academic and professional conferences. In 2018, Pierro was honored with the Distinguished Service Award by the Association for Driver Rehabilitation Specialists (ADED). He is a Board Member of the Canadian Association of Road Safety Professionals (CARSP) and a Member of the Committee on Operator Education and Regulation, ANB30, and the Standing Committee on Simulation and Measurement of Vehicle and Operator Performance, AND30, at the Transportation Research Board, Washington D.C. He is now applying his experience, knowledge, insight and passion for road safety towards the development of driving-simulator training and evaluation scenarios and programs.

Stéphane Desrosiers, Software Development

Graduate of the University of Quebec in computer science and a degree in adult education, Stéphane was the first full-time employee at Virage Simulation. Stéphane is responsible for the development of software applications and programming training and evaluation scenarios. With his expertise in Artificial Intelligence and programming, he is leading the development of sophisticated, interactive training and research scenarios with real-time monitoring and algorithm-based data analysis and reporting.

Francis Lareau, Integration and Customer Support

Francis has a diploma in Information Technology and Computer Applications and Support from the Saint-Jean-sur-Richelieu College, graduating in 2009. Before joining the team at Virage Simulation in 2014, he worked for two years as a technician in the IT department of the College and for three years as Programmer Analyst, developing software and providing customer service to aeronautic companies in the automation industry world-wide. Francis is now applying his excellent analytic and communications skills to driver-training program development and customer support at Virage Simulation.

Deborah Quackenbush – Business Development Consultant, US Operations

Deborah Quackenbush is a market expert in the implementation of driving simulation for training all types of drivers for close to thirty years. Throughout her extensive career, she has developed a far-reaching network of professional colleagues and has worked closely with businesses,

governments, educational institutions and communities to further safety and education for all roadway users. Deborah has worked in leadership positions with major simulation and defense contractors providing expertise in implementing virtual reality concepts for education, rehabilitation and assessment for military and driving simulation products.

In November 2011, Deborah joined Virage Simulation as their business development consultant/director for the United States. Her wealth of experience in product and business development and strong passion for road safety make her a great addition to the Virage team and an ideal liaison to Virage end users in the United States. Ms. Quackenbush is an active member of the National Academy of Sciences, Transportation Research Board serving on the Operator Education and Regulation Committee and the Simulation and Measurement Committee for over 20 years and currently on the Truck and Bus Safety Committee. She has been a subject matter expert contributor on several research projects and served on several national committees charged with writing standards for performance in education, training and assessment areas. Deborah Quackenbush was also a distinguished legislator from Broome County, New York being elected and serving in public office for eight years.

Appendix 3 - Our Strengths

Virage Simulation is a small, flexible company fully dedicated to building high-quality truck and car simulators for driver training, evaluation and research. Our strengths are our team, our technology and our training package.

Our Team

Presented above, Virage Simulation is an employee-owned company whose core business is developing leading edge truck, bus, special vehicles and car simulators and driver training and evaluation programs. This is what we do.

Our Technology

The VS600 and VS600M are the most realistic, immersive, and sophisticated truck simulators on the market.

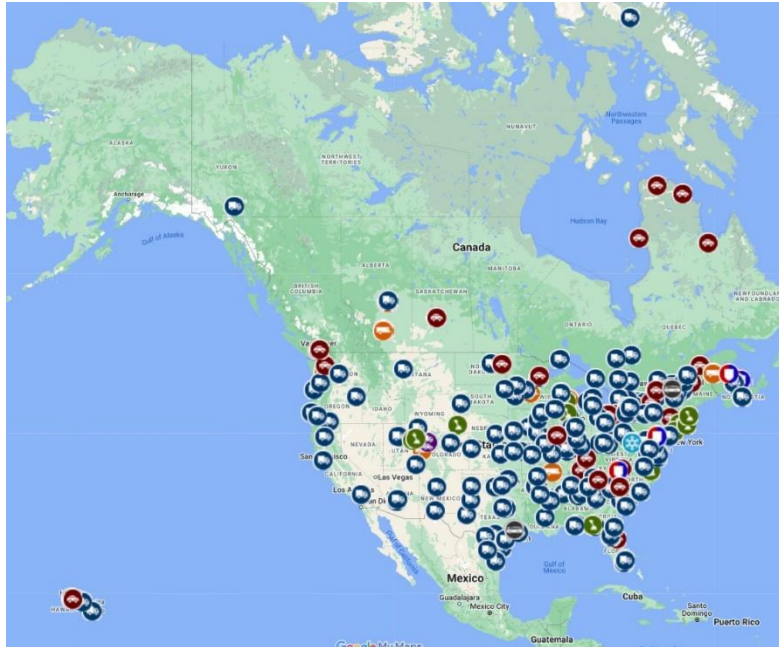
- Actual truck parts for the steering, steering controls (hazards, blinkers, tilt and height adjustment, trailer brake), seat, pedals and shifter knob
- Accurate simulation of the Eaton-Fuller non-synchronized transmissions (including all configurations and gear ratios) with accurate RPM gaps between gears
- Realistic force feedback on the shifter with vibrations and kick-back as in the real truck. A maintenance-free system using the latest technology in force feedback mechanisms. No gears, no wear!
- High-end, large visual displays provide viewing comfort and full immersion
 - High resolution 4K, (3840 x 2160 pixels per channel) displays.
- High quality visual scenes provide realistic cues for speed and distance perception.
 - High density (polygon count)
 - A large quantity of 3D elements
- Active force feedback on the steering wheel enhances the realistic feel of lateral control.
- Motion / vibration system integrated into the simulator platform (standard on the VS600M). The motion system adds to the realism of the simulator experience and provides additional cues for assessing speed. The amplitude and frequency of the vibrations vary with the speed and roughness of the road.
- Surround sound system provides feedback for engine RPM, vehicle speed and directional information from surrounding traffic. The sound system is also used to provide information and instructions to the driver during training.
- Complete simulation of the air brake system with animated schematic and the capability for the instructor to insert faults into the system. These faults should be detected by the driver if a proper pre-trip inspection is performed.
- Vehicle malfunctions

Our Training Package

- A full suite of driver training programs and CDL-specific, proficiency-based Golden Programs™, developed with leading experts and validated by independent researchers.

- Training scenarios with clearly identified objectives and performance measures.
 - Fully documented scenarios with “Introduction Slide” and Instructor Guide
 - Integrated Feedback System that includes
 - Objective driver performance measures
 - Driver Tracker to report the driver’s performance and progress
 - Enhanced Debrief Station for training session review
 - Easy-to-use operator station to initiate and control the experimental drive, change atmospheric conditions and viewpoints, and to record or replay the simulator sessions.
- No computer knowledge is required to operate our simulator.

Appendix 4 - Our References



Wallace State Community College, Alabama

Wallace State Community College
801 Main Street, NW
Hanceville AL 35077

Ashley Baker

Center for Career & Workforce Development
Wallace State Community College
p:256.352.8386
c: 256.590.5171
801 Main Street NW, Hanceville AL, 35077
JBC Building; 11th Floor; Office 1110
www.wallacestate.edu/programs/workforce-development
ashley.baker@adjunct.wallacestate.edu

Jamie Blackmon

Contact on PO
Jamie Blackmon jamie.blackmon@wallacestate.edu

They purchased two VS600-M CDL truck simulators in September 2021.

Del Mar College, Corpus Christi, Texas

Lynette Cervantes
Director, Transportation Training Services
4101 Old Brownsville Rd.
Corpus Christi, Texas 78405
361-698-2707
credning1@delmar.edu



Del Mar has one VS600M installed in a trailer and five more for their training center.

Del Mar has previous experience with another simulator manufacturer and replaced them with the VS600Ms.

In 2012, Del Mar College was one of the first CDL public schools to integrate simulation-based driver training into their CDL program. Del Mar later purchased the Virage Simulation VS600M in 2016. In 2019, Del Mar College has added five more VS600M CDL truck simulators to their CDL training program two of which has been installed in the Del Mar mobile training classroom.

Hawkeye Community College, Cedar Falls, Iowa

Celeste Turner
319-296-4286
celeste.turner@hawkeyecollege.edu



Panoramic view of Hawkeye CC four VS600M simulator room
Hawkeye video: <https://www.youtube.com/watch?v=punDmp1RFQo>

Hawkeye has previous experience with another simulator manufacturer and decided to replace them with four Virage Simulation simulators.

Tallahassee Community College, Tallahassee, FL

Jessica D. Griffin
Program Coordinator - Information Technology & Professional Development
TCC's Division of Workforce Development

444 Appleyard Drive
Tallahassee, FL 32304
Direct: 850-201-8761
Office: 850-201-8760
Fax: 850-201-8617

Jessica has been using their VS600 since 2016 for the CDL driver training program.

Florida Department of Corrections Santa Rosa Correctional Institution, FL

Brenda Powell-Roehrig
CTE Instructor

5850 East Milton Rd.
Milton, FL 32583
Phone: 850-981-5242
Email: Brenda.Powell-Roehrig@fdc.myflorida.com,

Brenda has just received her VS600M for CDL driver training in the corrections institution.

Skinner Transfer Corp, CDL Training, WI

Tim Kordula
Instructor/Administrator
2020 E Main street
Reedsburg, WI 53959
Phone: (608) 524-2326
Cell: (608)-717-7178
Email: timk@skinnertransfer.com

Tim was with Carl's Transport and has purchased two VS600M truck simulators, that are used in their CDL driver training program. This has been a game-changer for Karl's Transport school. Kim is

now with Skinner Transfer Corp and has one VS600M truck simulator used to train their new and experienced drivers.

Baker Technical Institute, Baker City, OR

Brody Charpilloz
Operations Manager
Heavy Equipment/Trucking School
Baker Technical Institute
2500 E Street
Baker City, OR 97814
541-524-2651
Brody Charpilloz <brody.charpilloz@bakersd.org>

VS600M in their supplied trailer. RFT (Ready for training date): Fall 2020.

Western Wyoming Community College, Rock Springs, WY

Paul Johnson
Associate Professor of Oil and Gas Technology
Business & Industry Division Chair
2500 College Drive, Rock Springs, WY 82901
307-382-1784
PJOHNSON@westernwyoming.edu

Qty 4 VS600M Del. Dec 2020, RFT Jan 2021

Western Dakota Technical Institute, Rapid City, SD

Jay Banick
800 Mickelson Dr, Rapid City, SD 57703
605-718-2990
Jay.Banick@wdt.edu

VS600M, RFT Oct. 2020

U.S. Xpress

Daniel Pemberton, CPTD
Vice President, Driver Onboarding
4080 Jenkins Road
Chattanooga, TN 37421



Office: 423.510.3610
Mobile: 423 322 3043
djpember@usxpress.com

U.S. Express selected Virage Simulation VS600M truck simulators for their new Professional Driver Development program.

The simulators are customized to look and feel like US Xpress trucks, simulating the latest Cascadia and Prostar, including new on-board technologies such as Lane Departure Warning and Collision Mitigation. The competency-aligned programs are used by the new CDL holders as well as the more experienced first-seat drivers. The driver training programs engage drivers' attention with stimulating feedback and guidance and include practice sessions for backing, a review of all basic truck maneuvers and advanced training in Defensive Driving, Crash Risk Mitigation, Adverse Weather, Hazard Perception and more.



US Xpress video: <https://www.youtube.com/watch?v=JYdploCT7Ms>

In an interview, Ralph Romero, Vice President of Organizational Development, said U.S. Xpress reached out to other fleets nationwide to learn about their driver training programs before developing their own approach and choosing Virage Simulation and its VS600M truck simulator. “We chose Virage Simulation as our Simulation Lab partner for the quality of their products, and especially for their research-based approach to driver training and their capability to customize their solution for our exact needs. We also wanted a simulator that would align with our key driver competencies and integrate seamlessly with our corporate data collection and reporting systems. It has been a real pleasure to work with the Virage Simulation team to get to this point. They exceeded our expectations in many areas especially with their ‘augmented reality’ feedback to the drivers for the basic maneuvers and their new Defensive Driving modules.”

Knight-Swift

Knight Swift has been using the VS600M truck simulators for professionals since 2018 to train their drivers throughout the US. They have multiple simulators in over 12 locations throughout the country.

Knight Transportation Inc

20002 N 19th Ave
Phoenix, AZ 85027

Adam Johnson

Sr. Director – Top Gun

Office: (208)525-3005

Cell: (615)900-8352

Fax (623)487-6249

Adam Johnson Adam.Johnson@knighttrans.com

Appendix 5 - Conditions of sale

License

- Virage Simulation (Virage) hereby grants and Customer accepts nonexclusive licenses to the software components imbedded in the VS600M Truck Simulator (Product) as provided in this Agreement. 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.

Customer's restrictions in the use of the Products

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 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.

Limited Warranties

- A. Virage warrants that the Product, if operated as directed, will substantially achieve the functionality described in the documentation provided.
- B. Virage warrants that, for a period of 12 months from 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. This 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. Off the shelf 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.

For the software and training scenarios, for a period of 12 months from time of Acceptance, Virage will provide the Customer with online support and error corrections.

Disclaimer

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- B. Customer recognizes and acknowledges Virage's ownership and title to the intellectual property rights in the delivered equipment, training curriculum, the scenarios, the associated pedagogical material and the software and other products developed by or on behalf of Virage.

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- A. In the event that Customer has failed to pay any amount when due, then Virage may notify Customer and if Customer has not paid the entire amount due within 90 days following such notice, then Virage may elect to terminate this Agreement.
- B. Subject to any surviving obligations, Customer agrees that upon termination of this Agreement that Virage will be discharged from any further obligations under this Agreement.

Notice

Any formal notice required by this Agreement or given in connection with it, shall be in writing.

Accepted **by:**

Signature _____ Date: _____

Name:
Title:

Appendix 6 – VS600 & VS600M Simulator Specifications

6.1 INTRODUCTION

This Technical Proposal describes the Virage Simulation *VS600* and *VS600M* truck simulator for driver training center and research facilities. The *VS600* is equivalent to a *VS600M* with smaller visual displays and without the motion / vibration system and additional options as described in this document.

6.2 THE CABIN/DRIVER CONTROLS



The VS600M truck simulator is modeled on a standard truck cabin. It consists of a fully functional pneumatic driver seat with all typical controls, a seat belt, pedals and a fully adjustable (height and tilt) steering column with integrated flashers and trailer hand brake.

A range of truck models, engine performances, transmission configurations, differentials and payloads is provided. The simulator reproduces realistic vehicle behaviors under different loading conditions and replicates the effects of gravity during hill driving.

The full set of dashboard instruments, gauges and warning lights are simulated graphically, allowing the user to select different truck types or cabin configurations without the need to change any hardware.



The Multi-Function Display (MFD) includes training aids such as:

- a) Helicopter views of the vehicle progressing in its environment
- b) Real-time, interactive, animated schematics of the pneumatic brake system
- c) Interactive gear synchronization indicator

Simulator industry leading realism is achieved with a breakthrough, innovative design and accurate modeling of the manual transmission with realistic force feedback on the shifter. All gear ratios and transmission types available on the market can be simulated, including 4, 5, 6, 8, 9, 10, 13, 15 and 18 speed transmissions, with or without ranger and splitter.



Virage Simulation has created a new simulator industry standard with its gear shifter simulation. The force on the shifter varies as a function of the torque applied to the transmission. Pulling the lever gently before clutching or releasing the gas pedal allows for a smooth transition of the lever to the neutral position, as in a real truck. Improper gear synchronization results in realistic jerking on the lever and refusal to shift into gear.

The Virage Simulation Golden Shifter™ training package enables novice drivers to learn how to shift a non-synchronized transmission in only a few hours.

6.3 VISUAL SYSTEM



The visual system is a key component of the training simulator. A properly designed visual system increases the level of realism, provides accurate cues for speed and distance assessment and reduces Simulator Adaptation Syndrome.



The VS600M visual system comprises a 180-degree forward field of view plus rear view mirrors. The system consists of three high-resolution, 3840 by 2160 pixels 4K LED displays. The latest LED technology provides improved scene brightness, better contrast, longer life expectancy and lower power consumption. The displays are driven by the visual software at the native resolution of the displays ensuring the best possible image quality.



The 1:1 graphic-to-optic representation provides optimal perceptual cues for judging distance and speed. Objects in the visual scene move smoothly and continuously across the different display panels without distortion.

All six mirrors (normal, wide angle and front mirrors) are simulated as insets within the main screen and are fully correlated with the virtual environment. The window frames (physical frame) of the simulated vehicles and other components that mask the exterior view are reproduced graphically in the visual screens. This feature provides the driver with important feedback about the vehicle's position on the road and in relation to other road users. An additional side window view is simulated to provide realistic visual cues while backing at an angle.

The visual scenes reproduce city, highway, industrial, farmland, and mountainous environments in addition to a practice field. A full range of different

road surfaces and adjustable weather conditions are included. A programmable virtual practice field increases the flexibility of your training options.

The high quality, stable, real-time rendering visual system uses a high polygon count, a large number of 3D elements such as poles, fences, road signs and optimized photo-textures with anti-aliasing and anisotropic filtering.

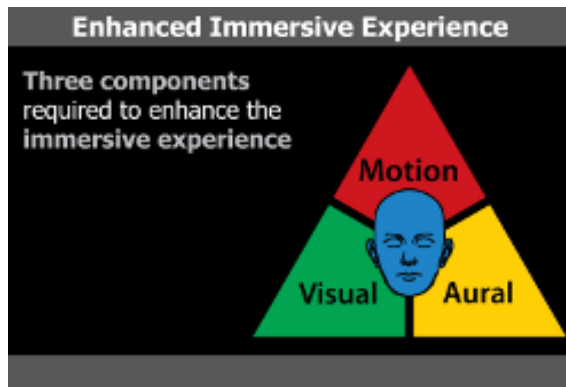
6.4 SURROUND SOUND



High fidelity surround sound provides additional realism with directional sound cues correlated with road conditions, engine RPM and speed. Sounds from other moving vehicles are simulated including the Doppler Effect.

The sound system also allows verbal instructions to the driver e.g. command, feedback, navigational directions

6.5 MOTION SYSTEM



Immersion in the virtual world is the key to training effectiveness. When the learner's attention is fully engaged in the training scenario, the lessons transfer to the real world and are retained longer. Immersion is created by a combination of three sensory cues, visual, auditory and motion. The loss of one cue reduces the quality of immersion and training effects. Higher quality immersion is also associated with a reduction in Simulation Adaptation Syndrome.

A state-of-the-art motion / vibration system is a standard feature of the VS600M truck simulator (optional on the VS600). The combination of motion and vibration cues enhances the immersive experience and improve the perception of the vehicle speed.

The VS600M motion system consists of a compact, three-axis platform with electric actuators that provide cues for vehicle acceleration and deceleration, road curvature and obstacles such as sidewalks and pot holes. The system is capable of producing accelerations and vibrations at up to 100 Hertz and 1g.

The motion system is integrated under the simulator cabin. Vehicle engine vibrations are simulated as a function of the RPM. Vibrations from the tires on the road surface change as a function of the vehicle speed and road surface and are transmitted through the seat, steering wheel and the simulator platform.

For manual transmission training applications, the driver feels the vibrations under his foot as he releases the clutch slowly to the friction point and feels the movement of the vehicle.

The motion system is designed for a continuous, maintenance-free operation.

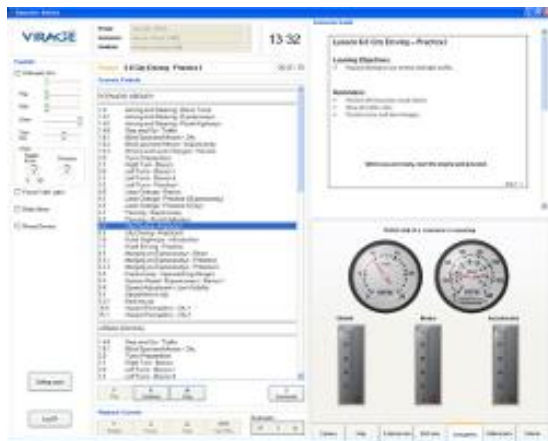
6.6 TRAINING PEDAGOGY

The aim of our VS600M truck simulator is to enhance training efficiency and increase retention with engaging and stimulating learning experiences.

What differentiates Virage Simulation and the VS600M is the training approach and extensive scenario library.

The training scenarios are based on research studies, consultations with industry experts and most importantly, feedback from our clients. Each scenario is aimed either at developing simple skills (part tasks) or combining these skills into complex skills (whole tasks). The Virage training program aims at assuring that each cognition and behavior in a complex driving sequence is understood and learned correctly, practiced extensively until mastery is achieved and then evaluated thoroughly.

The advanced technology of the Virage Simulation driving simulators makes this comprehensive training approach both possible and cost efficient. Our Instructor Guide documents the training objectives and performance criteria of each scenario in order to maintain consistent and uniform teaching standards between different trainers.



Training Control

Virage Simulation's operator station is designed for ease of use by non-technical personnel with the goal of creating a training environment where the instructor can concentrate on the training objectives and the learner's performance. At a click of the mouse, instructors can select the type of vehicle, load scenarios from the library, control objects, hazards and traffic control devices, initiate vehicle malfunctions and operate all simulator control tools.

Operator Station Features

The features of the operator station allow trainers to focus their attention primarily on observing their students' driving behavior in order to provide them with precise and timely corrections and coaching. Time of day and weather, fog, rain, snow, wind of variable intensities, are selected through a simple cursor. The helicopter view allows for a quick exterior view of the vehicle within the driving environment. The positions of the gas, brake, and clutch pedals and vehicle speed are monitored on the operator station display. Within each scenario, the instructor can, if he wishes, reposition both stationary and moving vehicles, pedestrians or objects, by simply dragging and dropping them on the map of the scene. The optional scenario-building tool enables instructors to create almost any scenario.



A camera captures in real time learners' head movements and eye-glance behavior revealing clues to the learner's situation awareness, hazard detection and decision making. The record and replay feature and alternative camera angles allow trainers to help learner's develop accurate mental models of vehicle-road-traffic interactions. Accurate mental models enable drivers to anticipate and react correctly to the vast majority of real and potential traffic conflicts they will encounter in the real world.

6.7 TRAINING PROGRAMS

The simulator scenarios cover basic driver training, evaluation and advanced training under different road, traffic and weather conditions. Lessons and objective evaluations can be performed with or without an instructor. Scenario design is based on proven pedagogical principles. Special attention is given to shifting, maneuvering in confined areas and advanced training such as energy efficient driving (ecodrive) and hazard perception.

The instructor guide describes the content and main teaching points of each scenario, including the objectives, principle actions within the scenario, specially programmed simulator features and evaluation criteria. This detailed information is automatically displayed on the operator station when a scenario is selected.

The scenarios in the VS600M library are designed to achieve training goals through simple and complex interactions with other road users, each programmed to occur at the proper time or distance from the learner driver. The careful scripting of these traffic events allows instructors to focus on observing and analyzing the learners' driving behavior and correctly distinguishing between errors of perception (identification of hazards) and response (prediction, decision and execution). These scenarios facilitate corrective feedback that is both accurate and meaningful to the learner.

6.7.1 Changing gears.... The Golden Shifter™ Training Program (Optional on the VS600, standard on the VS600M)



The Golden Shifter™ program consists of four interlinked modules designed to allow learners to achieve competence in shifting gears. Shifting tasks are segmented and learners practice each task in increasing order of complexity while receiving continuous feedback on their performance.

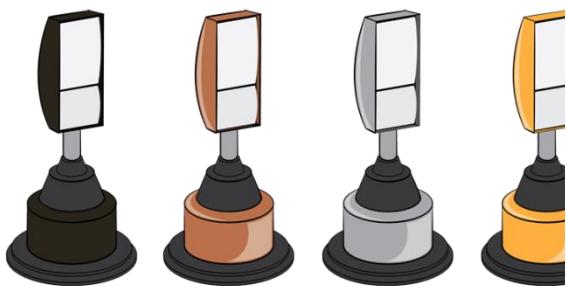
The Golden Shifter™ program was developed in cooperation with the “Centre de Formation en Transport de Charlesbourg” (CFTC) where seventeen VS600M simulators are currently in use. To date, learners and trainers have found the Golden Shifter™ experience to be the most engaging, stimulating and simple way to learn the complex task of shifting. The results at the CFTC have been so positive that the Golden Shifter™ diploma has become a prerequisite to driving the real truck.

The Golden Shifter™ is a competency-based program. Points are granted for each successful maneuver while a faulty maneuver generates instantaneous feedback to the driver and reduces the amount of accumulated points. The learner has to accumulate a predetermined score to obtain a certificate and progress to the next step.

The Golden Shifter™ consists of six modules.

Module 1, The Leather Shifter	Familiarization with the clutch pedal and the basic pedal – shifter maneuver
Module 2, The Bronze Shifter	Shifting Up
Module 3, The Silver Shifter	Downshifting
Module 4, The Golden Shifter	The last module is an evaluation scenario where the driver has to demonstrate his ability to adjust his speed according to the traffic and the road conditions.
Advanced challenge	As an advanced challenge, the driver practices shifting on hills with a full load.
Controlling the fuel pedal	A new exercise to prepare the new driver to downshifting by mastering the control of the engine RPM

6.7.2 Backing-up..... The Golden Mirror™ Training Program (Optional on the VS600, standard on the VS600M)



The Golden Mirror™ learning program for backing-up maneuvers was developed with the same training philosophy and methods as the Golden Shifter™ Program. The competency-based Golden Mirror™ program consists of five scenarios that progress from simple straight-line backing with a tractor only to a comprehensive exercise during which the driver has to park the trailer from a 90 degree or 45 degree approach.

During this program, a frame-by-frame replay of the manoeuver is available to help the driver to understand his mistakes and correct them.

As a complement to the Golden Mirror™ Program, specific scenarios have been designed to simulate the CDL test. Other scenarios have been built to challenge the most experienced drivers.

6.7.3 Maneuvering in the city..... The Golden Steering™ Training Program (Optional on the VS600, standard on the VS600M)

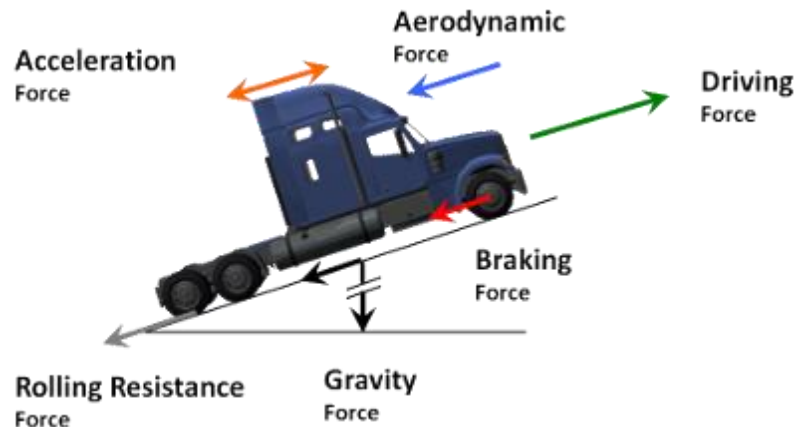


The learner is first guided through the different phases of a turn, with a focus on reaching the turn at the proper speed, the correct gear ratio in order to have full control of the vehicle during the turn. The Golden Steering™ learning program consists of four scenarios which include a range of different configurations of left and right turns followed by a full evaluation.

Feedback is automatically provided to the driver as he progresses through the scenarios. For the final scenario, the driver is evaluated through a series of intersections. All critical elements are evaluated, i.e. approach speed, gear ratio, smoothness of the maneuver, lane choice and position of the tractor and the trailer. Feedback is also provided on the quality of shifting.

6.7.4 Ecodrive - Fuel Efficiency (Optional on the VS600, standard on the VS600M)

Ecodriving is a new set of driving skills designed to systematically reduce the financial costs and ecological impact of driving. Travel time is not increased and may even be decreased with ecodriving techniques. Ecodriving is also associated with improved road safety. There is an apparent lack of ecodriving skills among professional drivers. Research indicates a difference of up to 35% in fuel efficiency between the best and worst drivers in an average fleet. Research also indicates that driver fuel efficiency improves in the range of 5% to 20% following training. With rising fuel costs, the potential return on investment for a fleet-wide ecodrive training program is definitely worth considering.



The Virage Simulation Approach to Ecodriving

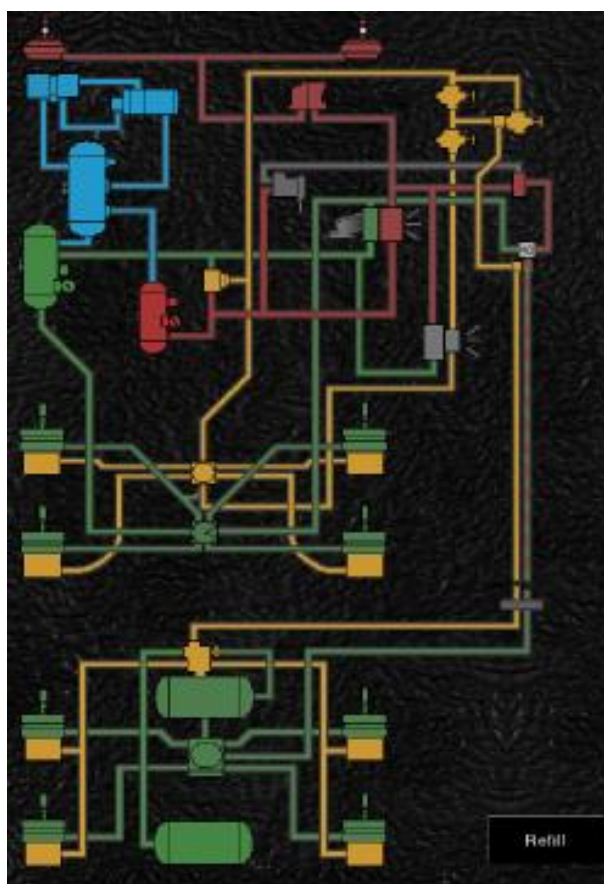
The Quebec government mandated Virage Simulation to develop an ecodriving training program for professional drivers of all types of vehicles. We reviewed the existing approaches and decided to focus on two basic questions: What causes a vehicle to consume fuel? What can the driver do to reduce it?



We programmed a series of learning scenarios to help drivers understand the physical forces that cause a vehicle to consume fuel: rolling and aerodynamic resistance, inertia, braking and gravity. As the learner drives, each physical force acting on his vehicle is represented graphically on the front display. The driver receives immediate feedback on the relationship between these physical forces and his own actions on the gas and brake pedals. This direct, experiential learning bridges the gap between classroom or on-line theory and on-road practice and helps drivers understand the whys and hows of fuel efficient, ecodriving habits.

The ecodriving scenarios are designed for maximum flexibility of use and may be delivered in multiple formats ranging from one-day theory and practice courses for groups of four, to half-day programs, to one-hour lessons in specific topics such as how to manage accelerations. A 20-minute Express training for up to ten participants at a time is also available and can be used as an introduction to an ecodriving competition where each participant measures their ecodriving score against the rest of the group. The 20-minute Express training activity is ideal for raising employee awareness of fuel efficient driving skills within a business enterprise.

6.7.5 Pneumatic brake system active schematic (Optional)



The pneumatic brake system schematic provides a real-time, fully interactive and complete representation of the vehicle braking system. As the learners operate the brakes of the truck simulator they will feel the consequences of their actions and have a detailed view, unavailable to them in the real truck, of how the braking system functions.

Combined with the truck instrumentation and a training program to test learners on their understanding of system malfunctions, our pneumatic brake system schematic offers the ideal solution to help learners become proficient at performing thorough pre-drive checks.

The following malfunctions are available from the Instructor station and should be detectable by the driver during the pre-trip inspection.

Service brake


1.1 Air compressor governor, stop under 117 PSI.


1.1 Air compressor governor, stop over 147 PSI.


1.2 Air pressure required to apply service brake completely is over 20 PSI.


1.3 Pressure loss in one minute of brake application exceeds 5 PSI.


1.3 Pressure loss in one minute of brake application exceeds 10 PSI.


1.4 Governor cut-in pressure below 80 PSI.


1.5 Low air pressure warning defect.


1.6 Compressor low efficiency (50 to 90 PSI in up to 3 minutes).


1.6 Compressor does not maintain a pressure of 90 PSI

Camera

Map

External view

Bird view

Instruments

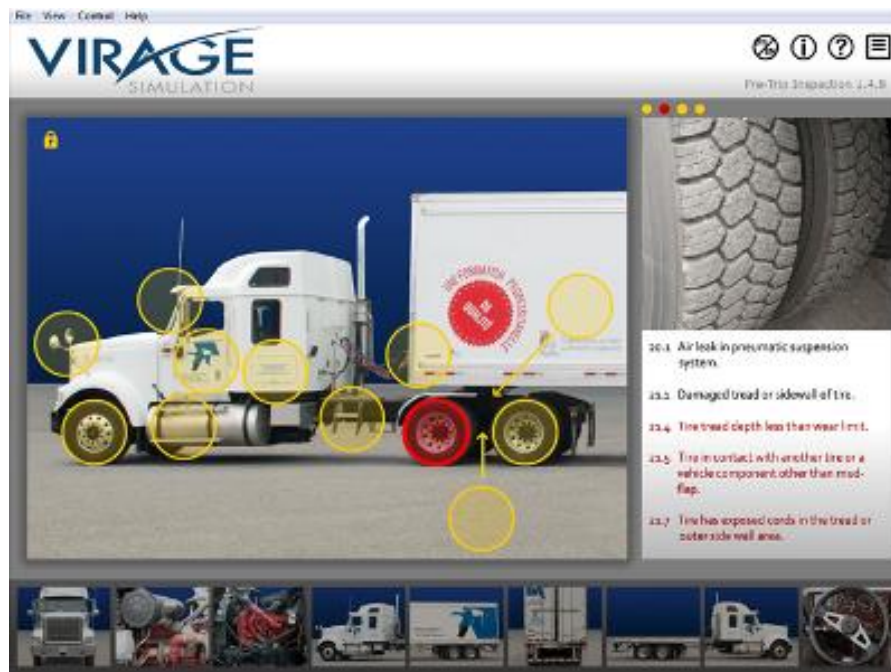
Malfunxions

Vehicle

6.7.6 Pre-trip inspection (Optional)

The pre-trip inspection module is a software program that can run on a personal computer. It was developed with the cooperation of the Centre de Formation en Transport de Charlesbourg (CFTC) to help the novice driver learn and memorize the pre-trip inspection contents and sequence.

This program can be used by the instructor for a classroom session or provided to the students for self-paced practice and can be customized as required to meet a training school or fleet's specific requirements.



6.7.7 Student / Driver Tracker (Optional on the VS600, standard on the VS600M)

The Driver Tracker represents the latest development at Virage Simulation. It is a tool to help instructors and training center managers to oversee the progress of their drivers. It provides an overview of the training sessions performed by each driver, the level of completion and the associated scores where applicable. Clicking on the displayed information provides more detailed information. This drill down approach allows for a quick access to all the information captured by the simulator in an understandable format while keeping an overall view of the group and the learner's overall progression.

As some scenarios can be used for practice without supervision of an instructor, the instructor can easily monitor the progress of the driver. A slower than average progression will be automatically flagged in yellow or red on the Driver Tracker. The following figure shows a typical layout of the Driver Tracker for a truck driver training center. The layout can be customized as required.

Virage Simulation

Student Tracker



[Help](#)

Student Id			Golden Shifter					Golden Mirror					Golden Steering					MDA		Usage	Notes	
Name	Group	Sim	1	2	3	Eval	Mins	1	2	3	4	5	Mins	Prep	L	R	Eval	Mins	1	2	hrs	Notes
Bean Roméo	Gr12	S2					121						-					-			3.2	
Bernier Denis	Gr12	S2					87						-					-			3.2	
Caron Paul	Gr12	S2					141						-					-			3.2	
Dean Bob	Gr12	S2					101						-					-			3.2	
Bean Roméo	Gr12	S2					121						-					-			3.2	
Bernier Denis	Gr12	S2					87						-					-			3.2	
Caron Paul	Gr12	S2					141						-					-			3.2	
Dean Bob	Gr12	S2					101						-					-			3.2	
Trudeau Stéphane	Gr12	S2					224						-					-			3.2	
Lamarre Jules	Gr13_1	S2					91						43					-			3.2	

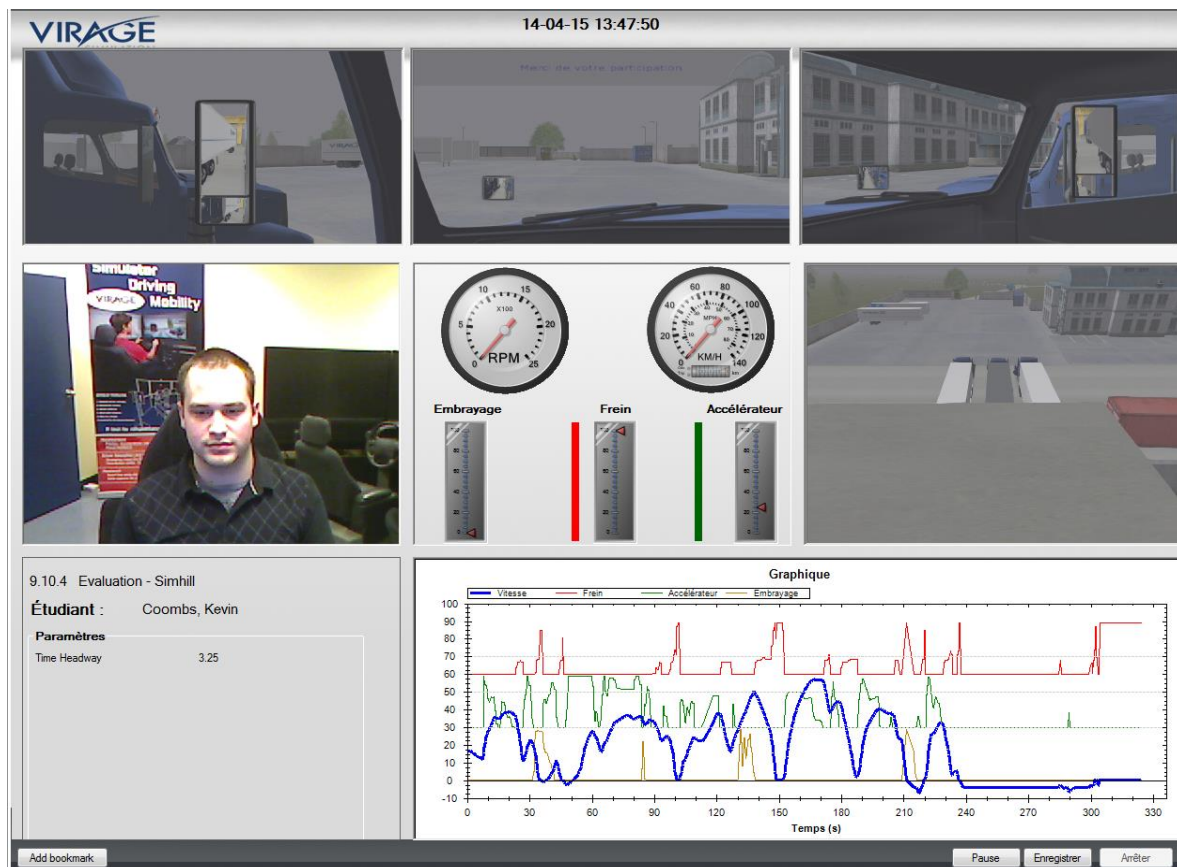
By clicking on the information displayed on the tracker, a detailed report for that scenario is displayed. The following is an example of a detailed report for the Golden Shifter.

Silver shifter						
Student name :		Smith, John (ID29_ST3)				
Group :		GR_027				
Simulator / car :		Simulator				
Instructor :		Peter Jackson				
Trial date :		2012-03-10, 09:55:25				
	Candidate			Group		
	2012-03-10	All sessions		All sessions		
Number of sessions	-	6		6.3		
Maximal level obtained	52%	52%		92%		
Total time	14m 30s	1h 24m 11s		1h 50m 05s		
Number of gear changes done	117	982		1454		
Number of gear changes succeeded	94	602		1124		
Gear changes	Errors					
	Out	In	Out	In	Out	In
Clutch too deep	13	1	280	50	60	20
Brake clutch reached	0	0	0	10	15	0
Clutch not deep enough	0	0	0	0	10	0
Gear change without clutch	2	0	15	0	0	10
Incorrect tempo	0		5		15	
No double clutch	2		0		5	
RPM too high	2		2		110	
RPM too low	0		5		10	
Engine not stabilized	0		8		5	
Incorrect sequence	0		5		15	
Unnecessary stop	1		0		5	
Starting Sequence						
Brake released before friction point	0		0		20	
Accelerator before friction point	0		0		30	
Total :	21		380		330	

In addition to the above information, the Driver Tracker provides detailed statistical information on the usage of the simulator. Information can be filtered by driver, by instructor or simply used to show the global usage of the simulator.

6.7.8 Debrief Station (Optional on the VS600, standard on the VS600M)

The VS600M comes standard with a record and replay function that allows the session to be replayed in the simulator. The debrief station is an optional tool that captures the visual environment, the driver's facial expression, pedals position, speed, RPM and other parameters specific to the simulator scenario being driven. Automatic bookmarks are triggered by the simulator scenario, manual bookmarks can be inserted by the instructor at a click of the mouse. The bookmarks allows to find the pertinent information quickly during the review. The video recorded using the Debrief station can be replayed on any computer or using Virage's provided enhanced viewer. The enhanced viewer allows for a rapid zooming to the area of interest and replaying that portion in slow motion or even frame by frame, back and forth.



The debrief station has the following function and features:

Dedicated monitor/screen

- Records every session automatically
 - Exact replica of the three front driver screens plus mirrors
 - Bird's eye view drive
 - Instrument cluster of vehicle
 - Facial expressions
- Automatic bookmarking from the scenario and manual bookmarks from the instructor
- Creates a video which can be replayed anywhere on any system or with the Virage's enhanced viewer
 - Easy and intuitive operation
 - Rapid zooming to what you want to look at
 - Rapid jump/selection to the bookmarks
 - Frame by frame review
- Excellent proof.... of driver response and what happen
- Excellent tool to enhance your classroom or private consultation (record the expert, record mistakes and replay for discussion).
- The best tool to debrief with the driver after a scenario.

6 AFTER SALES SUPPORT AND SERVICE

Technical Training

Technical training will be conducted at the time of the simulator installation and is intended to familiarize instructors and operators with the different simulator components and procedures for start-up and shutdown.

Train-the-Trainer

The Train-the-Trainer program is aimed at the instructor and provides an introduction to the simulator technology as a training tool. The training is scheduled over three days and includes a detailed review of the training simulator scenarios provided.

One-year warranty bumper-to-bumper

The warranty includes error corrections for the software and repair or replacement of parts broken under normal operation for the hardware. Hardware items that need repair must be returned to Virage at the customer's expense. Travel costs, if required, in connection with the warranty, are paid by Customer.

The warranty includes our remote troubleshooting and update capability. This service enables Virage Simulation to remotely access (permission required from the simulator operator) your simulator for troubleshooting and maintenance purposes. Through this capability, Virage's technical staff can connect to your simulator and perform the verifications as if they were on-site.

Yearly support & extended warranty & update services (Optional)

The first year of simulator support and warranty is included in this proposal. After this period, Virage Simulation offers an optional yearly technical support and extended warranty service.

Services offered:

1. Technical support with extended warranty
2. Technical support with extended warranty and software updates
3. Technical support with extended warranty with software updates and an onsite preventive maintenance

A summary of our services:

Technical support with extended warranty (TS + EW)	Technical support with extended warranty and software updates (TS + EW + SU)	Technical support with extended warranty, software updates and one annual preventive maintenance (TS + EW + SU+ PM)
- Unlimited online support - Unlimited mail support - Unlimited telephone support	- Unlimited online support - Unlimited mail support - Unlimited telephone support	- Unlimited online support - Unlimited mail support - Unlimited telephone support

• Unlimited remote troubleshooting and support • Critical software bug updates • Equipment extended warranty.	• Unlimited remote troubleshooting and support • Critical software bug updates • Equipment extended warranty • Annual software update • Access to new training programs at discounted pricing • Great plan for ensuring your simulator training programs are always up to date.	• Unlimited remote troubleshooting and support • Critical software bug updates • Equipment extended warranty • Annual software update • Access to new training programs at discounted pricing • One annual onsite preventive maintenance • Travel costs for one yearly preventive maintenance included • A full report indicating the current state of the simulator and any recommendations to ensure future simulator readiness for training • Best plan to fully maintain your simulator in working order and get the benefits of the new training programs being released.
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All travel costs (except for the annual Preventive Maintenance visit) in connection with these services are to be paid by the customer while all labor costs are covered by Virage Simulation.

Annex 1 - VS600-VS600M scenarios and training programs

The VS600-VS600M scenarios and training programs cover the following subject areas:

Unsupervised Driving: City, expressway, rural, mountain (various seasons/conditions), and countryside scenarios.

Winter Driving: Specific training for winter conditions in city, highway, and rural environments.

Practice Park: Serpentine maneuvers, backing up, angle parking, loading dock approach, and corridor navigation.

Basic Steering & Traffic: Aiming, turning, stop-and-go in city and rural environments.

Mirror & Blind Spot Training: Distance, speed, and lane change review using mirrors.

Turning Fundamentals: Preparation, basic right and left turns with practice exercises.

Lane Changing & Passing: Basics and practice on expressways and rural highways.

City Driving: Practice scenarios in urban environments.

Rural Highway Driving: Introduction, practice, and topography awareness.

Expressway Merging: Basic techniques and practice exercises.

Speed & Space Management: Adjusting speed in low visibility (fog) and experimentation with space.

Hazard Perception: Identifying hazards in the city and understanding move-over laws.

Observation & Vigilance: Challenges to improve eye movement and overall observation skills.

Eco-Driving/Fuel Management: Interactive presentation, natural forces, acceleration effects, and group challenges.

Basic Skills Program: Shifting, backing up, and making turns with real-time feedback.

Advanced Driving: Hill driving with loaded trucks, lane change training, skid pad exercises, and expressway merging.

Driver Assist Technologies: Integrated presentation and practice with vehicle technologies.

Golden Shifter Training (Optional): Clutch movement, upshifting, downshifting, RPM stabilization, gear recovery.

Golden Mirror Training (Optional): Backing up and parking exercises for tractor-only and tractor-trailer configurations.

Golden Steering Training (Optional): Turning exercises with evaluation levels.

Coupling/Uncoupling (Optional): Practice, guided practice, and performance-based practice.

Air Brake Pre-Trip Inspection (Optional): Brake system inspection training.

CDL Test Practice (Optional): Performance-based practice for alley docking, offset backing, and parallel parking.



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Email: Sales@VirageSimulation.com
Virage Sourcewell Supplier #102325-VIR

Quote

#S20260323-01

DATE :

March 23, 2026

Quote valid until :

June 21, 2026

Reference:



CUSTOMER

Deputy Rhianna Bartrum
Genesee County Sheriff's Office - IGNITE
Flint, MI
Phone: 810-257-3520
Email: rbartrum@geneseecountymi.gov
Sourcewell Account Number: 32205

View the VS600M CDL truck simulator & specification:

<https://ln5.sync.com/dl/48037af50/kg5cibh4-6j7s3eib-ris4tg6q-wntw54hs>

QTY	DESCRIPTION	UNIT PRICE	AMOUNT \$
1	VS600M CDL Truck Simulator	\$130,000	\$130,000
1	Sourcewell Discount	-\$13,000	-\$13,000
1	On site installation and training included		
1	Shipping	\$3,000	\$3,000
1	Sourcewell Shipping Discount	-\$3,000	-\$3,000
1	Snowplow Training Program with Joystick	\$17,900	\$17,900
1	Sourcewell Discount	-\$358	-\$358
1	Waste Management Training Program	\$21,500	\$21,500
1	Sourcewell Discount	-\$430	-\$430
	Front Loader Waste Truck	\$7,500	
	Roll-Off Waste Truck	\$11,400	
	Option 1a: Support & Extended Warranty for 1 year	\$4,000	
	Option 1b: Support & Extended Warranty & Software Upgrades for 1 year	\$7,400	
	Option 1c: Support & Extended Warranty & Software Upgrades & onsite Preventive Maintenance for 1 year	\$13,650	
SUBTOTAL			\$155,612
TAXES			
TOTAL USD \$			\$155,612

Terms and Conditions:

- Two years of support and warranty is included.
- Sales tax, if any, is not included and will be added to the final invoice if required unless sales tax exempted. A certificate will be required if exempted.
- The price for the onsite set-up, integration, testing and training (including travel expenses for a technical specialist) is indicated on the quote sheet.
- The price for shipping is indicated on the quote sheet. This price is subject to change.
- Payment terms:
 - 50 % deposit of total order at the time of Virage Simulation's acceptance of Customer PO.
 - 40 % of total order before shipment from Virage Simulation's factory
 - 10 % after the installation on site
- Delivery is 8-12 weeks from factory after receipt of written Purchase Order.

Order now: Just sign, date and return this form to order your simulator, or provide a company P.O.

Print Name

Signature

Date

THANK YOU FOR YOUR BUSINESS!



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0711

Agenda Date: 7/15/2026

Agenda #: 6.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Breana Benham, Specialty Courts Services Director

RE: Approval of an amendment to prior resolution 2026-0257 for a purchase order to the Mass Transportation Authority, for the fiscal year ending in 2026, in an additional amount not to exceed \$3,800 in the Michigan Mental Health Court Grant Program fund to provide transportation services for mental health court participants; the cost of this purchase order will be paid from account 2925-294.00-913.005

BOARD ACTION REQUESTED:

Approval of an amendment for additional amount on the Purchase Order between Genesee County and Mass Transportation Authority (MTA), 1401 S. Dort Hwy., Flint, MI 48502, not to exceed \$3,800 for the remainder of FY26.

BACKGROUND:

MTA is the public transit operator serving Flint, Michigan and surrounding Genesee County.

DISCUSSION:

The specialty courts division of the Circuit Court utilizes MTA passes to ensure that the participants have transportation to court dates, drug testing appointments, counseling appointments, meetings and any other court ordered services.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The FY26 amended budgeted amount for the MMHCGP grant amount will be increased by \$3,800 to account number 2925-294.00-913.005 from the drug testing line item. A budget amendment is included in a separate request. The monies being used have already been received and granted by SCAO, but this request is simply to move money from drug testing to transportation line items within the grant fund. Money will be moved within the MMHCGP from the drug testing line item to the MTA transportation line item to account for this increase in purchase order amount.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The use of MTA passes promotes healthy, livable and safe community by providing transportation services to the residents of Genesee County. Providing transportation services ensures that the residents receive the resources they need to successfully complete Court ordered programs.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Specialty Courts Services Director to authorize an amendment to the expenditure, in the form of a purchase order to the Mass Transportation Authority ("MTA"), whereby MTA will provide transportation services to Genesee County Specialty Courts, for the remainder of the fiscal year (September 30, 2026), at a total cost not to exceed an additional \$3,800.00 to be paid from account 2925-294.00-913.005 (MMHC GP), is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 15, 2026 meeting of the Governmental Operations Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0729

Agenda Date: 7/15/2026

Agenda #: 7.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Ken Koleda, GIS Director

RE: Approval to amend a Professional Services Contract between Genesee County and Fleis & Vandenbrink, Inc., in an amount not to exceed \$31,140.00, to extend surveying services for the County for the 2026 Genesee County Remonumentation Grant, for the period commencing January 1, 2026, through December 31, 2026; to be paid from account 2970-245.00-801.004

BOARD ACTION REQUESTED:

Approval of contract extension for 2026 Remonumentation Grant

BACKGROUND:

The remonumentation program has been ongoing since 1992. There are over 3,150 survey corners in the county which are either directly or indirectly located by physical monuments in the ground. The work in this contract consists of the research of and installation of these monuments. All parcels in the county reference these monuments.

DISCUSSION:

This surveying firm has performed well in past years. This is the first extension of this contract.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None, cost of contract is paid by remonumentation grant funds to be paid from account 2970-245.00-801.004

IMPACT ON FACILITIES:

None, contract work performed offsite

IMPACT ON TECHNOLOGY:

Minimal, modest amount of digital data is received from surveyors.

CONFORMITY TO COUNTY PRIORITIES:

This best fits into county priorities under long term financial stability in that it is grant funded and under community growth in that ultimately the work contributes to having the best possible parcel

information for citizens and business owners.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the County Surveyor to authorize amending the Professional Services Contract between Genesee County and Fleis & VandenBrink, Inc., said amendment being necessary to extend surveying services for the County for the 2026 Genesee County Remonumentation Grant, for the period commencing January 1, 2026, through December 31, 2026, in an amount not to exceed \$31,140.00 to be paid from account 2970-245.00-801.004, is approved (a copy of the memorandum request, supporting documents, and contract amendments being on file with the official records of the July 15, 2026 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the contract amendment on behalf of Genesee County.



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
324 S Saginaw St, Ste. 9A Flint, Michigan 48502
Phone: (810) 257-3040 Fax (810) 257-3560

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Saginaw Street, Flint, Michigan 48502 (the "County"), and Fleis & VandenBrink (F&V), a surveying and engineering company, whose principal place of business is located at 9475 Holly Road, Ste 201, Grand Blanc, MI 48439 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on signature and shall be effective through 12/31/2025 (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one-year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Unit Rate. For the performance of the Services, the Contractor shall be paid a flat fee of \$1,700 per interior corner and \$1,400 per non-interior corner and an additional \$30 recording fee for each LCRC. The total amount paid to the Contractor for the Initial Term shall not exceed \$31,140. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. **Contract Administrator**

The contract administrator for this Contract is Kim Carlson, County Surveyor (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. **Warranties**

The Contractor represents that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, and hold harmless the County, its officials, officers, agents, and employees from claims, damages, or liability, including defense costs, to the extent arising out of the Contractor's breach of these representations.

7. **Suspension of Work**

- 7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided*

at the discretion of the County's Risk Manager or other authorized representative of the County.

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract. A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

1.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
324 S. Saginaw St, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

1.2 Indemnification

The Contractor agrees to indemnify, and hold harmless the County, its officials, officers, agents, and employees from claims, damages, or liability, including defense costs, to the extent arising out of the Contractor's negligent performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

FLEIS & VANDENBRINK

COUNTY OF GENESEE

By: Kevin Cleaver
Kevin Cleaver, PS
Survey Group Manager

Date: 25/09/2025

By: Delrico J. Loyd
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: 25/09/2025

EXHIBIT A

Scope of Work

For the following set of Section Corners:

GRAND BLANC TOWNSHIP, T6N-R7E

F-06, H-06, J-06, L-06, B-08, D-08, F-08, H-08, J-08, L-08, B-10, D-10, F-10, H-10, J-10, L-10, B-12, D-12.....**18 Corners**

- A. Research of public and private records from information regarding public land corners.
- B. Field work including, but not limited to:
 - 1. Field traversing for determining mathematical relationships.
 - 2. Excavation for physical evidence of Monumentation of government corners.
 - 3. Setting, restoring, and perpetuating physical Monumentation for government corners under the requirements of P.A. 74 of 1970.
 - 4. Establishment of acceptable accessories for all Monumented Section corners.
 - 5. Provide geodetic coordinates for all contracted corners reported in decimal degrees of Latitude and Longitude with coordinate accuracy of 0.1 feet.
 - 6. Provision of MSP coordinates to 0.01ft precision for the set corner and the two adjoining corners for standard corners or the four adjoining corners for interior corners. Coordinates provide in CSV file with corner (BINGO) code identified for each.
- C. Preparation of Corner Recordation Certificates under the guidelines of P.A. 74 of 1970 and presentation of all data to peer review committee for review and approval.

A separate contract will be issued and required of surveyors for peer review involvement.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- F. All work shall be performed consistent with the requirements indicated in the Genesee County Monumentation and Remonumentation Plan, and the Grant Contract between the State of Michigan and Genesee County.

All work must be completed following the specifications as stated below:

1. Monumentation: All corners that require monumentation shall have Genesee County's standard monument set in place which must be obtained from the CR. This corner may also be set at corners with existing Monumentation at the discretion of the Monumentation Surveyor (MS). All monumentation shall be in accordance with P.A. 74 of 1970.

The appropriate monument shall be provided by the County. Contact the CR for arrangements to obtain the standard monument and cap.

It is not necessary to replace existing monumentation with standard monument if the existing monumentation meets the requirements of P.A. 74 of 1970 and is deemed to be in good condition by the MS.

In those areas requiring excavation and subsequent monumentation in a paved road surface, excavations and monumentation shall be performed only after contacting the Genesee County Road Commission, Michigan Department of Transportation or the appropriate agency of the local unit of government. Utilize the CR as the contact when the MS is not sure of the appropriate contact.

2. Accessories to Monumentation: All corners assigned to the MS for Remonumentation shall have a minimum of four witnesses or accessories taken for use on the Land Corner Recordation Certificate (LCRC). It is imperative that accessories used shall be of some significance so as to survive the ravages of time and progress. All MS shall use identifiable tags with aluminum or galvanized nails for nail and tag accessories. It is suggested that house, garage, and barn foundation corners be used, or any readily identifiable natural, permanent feature be used to identify corner locations. Use of utility poles is discouraged but not prohibited. In areas of double corners, i.e. Township lines, adjacent corners should be utilized as a witness to the subject corner.

Accessories should be located within 300 feet of the subject corner, but conditions may dictate flexibility. In those areas that lack existing features, standard survey markers may be set around the corner to provide minimum requirements.

Direction to all accessories should be determined by compass or instrumentation. Measurements shall be to .01 foot using EDM or steel taping procedures.

All previously existing accessories that can be related to previous surveys, LCRCs, or monumentation should be noted and checked by the MS for the record. Any existing monumentation found that does not agree with MS corner location shall be noted and described in the record along with any history known about that monumentation.

3. Field standards: All data collected by MS in the course of remonumentation shall

become part of a permanent record in the County. These records will be used as a reference by all surveyors working in this County for generations to come and should be prepared with care and professional pride.

All measurements shall be taken with calibrated equipment. Calibration data shall be entered in the dossier prior to engaging in field traverse activities and be subject to review by the CR and peer review group upon request. There shall be no charge to the program for calibration of equipment.

All field traversing deemed necessary by the MS shall be entered in the dossier on each corner. All data shall be entered in a format consistent with surveying standards or practices and shall be kept as part of the permanent record.

All angles shall be observed a minimum of two times in the upright and reversed positions. All EDM distances are to be measured in forward and reverse positions, if utilized.

All traverses shall be closed traverses where practical.

4. Dossiers: All MS shall utilize a dossier for all data entry. Dossiers will be presented for inspection upon request of the CR at his/her discretion. All abbreviations in each dossier shall be explained on a note page or in some other County approved descriptive manner.
5. Land Corner Recordation Certificate: The LCRC is the sum of all efforts expended in the project. The LCRC shall be complete with the history of the corner and the reasons for the present location. The State Commission mandates that all pertinent data be shown on the certificate so as to eliminate all questions as to depth of research. If many sources duplicate the same data, an abbreviated statement can be made but it is important that all sources be discussed or listed.
6. Restoration Procedures: All retracement procedures shall be in accordance with the Manual of Surveying Instructions – 1973 as published by the US Department of the Interior, Bureau of Land Management. Also, the booklet of Restoration of Lost or Obliterated Corners & Subdivision of Sections published by US Department of Interior is highly recommended for reference material.
7. Common Township Corners: Common corners to townships and/or counties shall be so noted on the LCRC with all pertinent corner codes and Town and Ranges noted on the particular LCRC.
8. Completion Date: Work may begin immediately after contract authorization. All field work must be completed no later than December 30 in the initial year, and no later than September 30th in following years of the contract. Contractor must perform all

services in a professional and timely manner acceptable to the Remonumentation Committee and the County Representative to ensure that grant funds established for contractual survey services are expended and further to ensure that the number of corners accepted for recordation complies with requirements of the Remonumentation Project Grant.

EXHIBIT B

Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

RFQ # 25-423 – Survey for Monument GPS Collection
Services

	Coverage Required	Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	\$100,000 accidental/disease \$500,000 policy limit, disease
X	3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations
X	4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
X	6. Automobile liability	\$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	\$2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
	9. Other Insurance Required:	
	10. A 30-day notice of cancellation or non-renewal is required for all policies	
	11. Builders Risk "All Risk" for all materials and equipment of this contract	
X	12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	13. The Certificate must state bid number and title	
	**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

_____ The above required policies carry the following deductibles:

_____ Liability policies are **occurrence** X **claims made** _____

Jill Wierenga

Insurance Agent

Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olivier-VanDyk Insurance Agency 2780 44th Street SW Wyoming MI 49519		CONTACT NAME: Certificates Department PHONE (A/C No. Ext): 616-454-0800 FAX (A/C No): 616-454-7100 E-MAIL ADDRESS: certificates@ovdinsurance.com		
INSURED F&V Companies, Inc. Fleis & VandenBrink Engineering, Inc. 2960 Lucerne Dr SE Grand Rapids MI 49546		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Citizens Ins Co Of Amer		31534
		INSURER B: Arch Insurance Company		11150
		INSURER C: Aspen Specialty Insurance Co		43460
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 556969572

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	Y		ZAGLB9268500	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ZACAT9311600	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CX010CE24	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	ZAWCI9779301	10/1/2024	10/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Rented/Leased Equipment Hired Auto Physical Damage			R7IH224218 ZACAT9311600	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Limit \$76,000 Limit 100,000 HPD COM/ICOLL DED \$100/\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFQ #25-423 - Survey for Monument GPS Collection Services

Genesee County are provided coverage per the attached endorsements.

GENESEE COUNTY PURCHASING DEPARTMENT

Final Audit Report

2025-09-25

Created:	2025-09-25
By:	Christine Pobocik (CPobocik@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAILzdt1DUcXABRNH_qlx8HUK696HcqrLE

"GENESEE COUNTY PURCHASING DEPARTMENT" History

-  Document created by Christine Pobocik (CPobocik@geneseecountymi.gov)
2025-09-25 - 12:23:53 PM GMT
-  Document emailed to Delrico J. Loyd (dloyd@geneseecountymi.gov) for signature
2025-09-25 - 12:23:58 PM GMT
-  Document emailed to Kevin Cleaver (kcleaver@fveng.com) for signature
2025-09-25 - 12:23:58 PM GMT
-  Email viewed by Delrico J. Loyd (dloyd@geneseecountymi.gov)
2025-09-25 - 12:50:51 PM GMT
-  Document e-signed by Delrico J. Loyd (dloyd@geneseecountymi.gov)
Signature Date: 2025-09-25 - 12:51:18 PM GMT - Time Source: server
-  Email viewed by Kevin Cleaver (kcleaver@fveng.com)
2025-09-25 - 1:30:42 PM GMT
-  Document e-signed by Kevin Cleaver (kcleaver@fveng.com)
Signature Date: 2025-09-25 - 1:48:52 PM GMT - Time Source: server
-  Agreement completed.
2025-09-25 - 1:48:52 PM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olivier VanDyk Insurance Agency, Inc. 37 Ottawa Ave NW, Suite 400 Grand Rapids MI 49503	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 616-454-0800 FAX (A/C, No): 616-454-7100 E-MAIL ADDRESS: certificates@ovdinsurance.com														
INSURED F&V Companies, Inc. Fleis & VandenBrink Engineering, Inc. 2960 Lucerne Dr SE Grand Rapids MI 49546	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Citizens Ins Co Of Amer</td> <td style="text-align: center;">31534</td> </tr> <tr> <td>INSURER B : Arch Insurance Company</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER C : Aspen Specialty Insurance Co</td> <td style="text-align: center;">10717</td> </tr> <tr> <td>INSURER D : Steadfast Insurance Company</td> <td style="text-align: center;">26387</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizens Ins Co Of Amer	31534	INSURER B : Arch Insurance Company	11150	INSURER C : Aspen Specialty Insurance Co	10717	INSURER D : Steadfast Insurance Company	26387	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1262338027

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			ZAGLB9268502	10/1/2025	10/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ZACAT9311602	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CX010CE25 ACE0910021	10/1/2025 10/1/2025	10/1/2026 10/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Excess Liability \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	ZAWCI9779302	10/1/2025	10/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Rented/Leased Equipment Hired Auto Physical Damage			R7IH224218 ZACAT9311601	10/1/2025 10/1/2025	10/1/2026 10/1/2026	Limit \$76,000 Limit 100,000 HPD COMP/COLL DED \$100/\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Total Umbrella Limit = \$10,000,000

CERTIFICATE HOLDER

CANCELLATION

Genesee County 324 South Saginaw St, Suite 8A Flint MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

AMENDMENT to Fleis & Vandenbrink, Inc. Remonumentation Services Contract

This Amendment is effective January 1, 2026, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 324 S. Saginaw St, Flint, Michigan 48502 (the "County"), and Fleis & VandenBrink (F&V), a Michigan Corporation, whose principal place of business is located at 9475 Holly Road, Ste 201, Grand Blanc, MI 48439 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Remonumentation Contract effective 9/25/2025 (the "Agreement"), pursuant to which the Contractor would perform remonumentation services; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Fleis & VandenBrink Remonumentation Services Contract by Resolution # RES-2025-2239; and

WHEREAS, the Parties wish to amend the Agreement to include a new set of corners and associated fees for the 2026 Grant.

NOW THEREFORE, the Parties agree as follows:

1. The agreement shall be extended for the period of January 1, 2026, through December 31, 2026.
2. The following 18 corners are to be surveyed and monumented in calendar year 2026:

Flushing Township, T8N-R5E

(T8N-R5E, F-10), (T8N-R5E, H-10), (T8N-R5E, J-10), (T8N-R5E, L-10),
(T8N-R5E, B-12), (T8N-R5E, D-12), (T8N-R5E, F-12), (T8N-R5E, H-12),
(T8N-R5E, J-12), (T8N-R5E, L-12) **10 Corners**

CLAYTON TOWNSHIP, T7N-R5E

(T7N-R5E, B-2), (T7N-R5E, D-2), (T7N-R5E, F-2), (T7N-R5E, H-2),
(T7N-R5E, J-2), (T7N-R5E, L-2), (T7N-R5E, B-4), (T7N-R5E, H-4),
..... **8 Corners**

3. The total fee will be \$31,140.
4. The remaining terms of the agreement remain unchanged and in full effect.
5. Execution of this Amendment is authorized by Resolution #2026-0729 issued by the Genesee County Board of Commissioners.

MERIDIAN LAND SURVEYING, INC

COUNTY OF GENESEE

By: _____
Kevin Cleaver, PS
Survey Group Manager

Date: _____

By: _____
Dale Weighill, Chairperson
Board of Commissioners

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Olivier VanDyk Insurance Agency, Inc. 37 Ottawa Ave NW, Suite 400 Grand Rapids MI 49503	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 616-454-0800 E-MAIL ADDRESS: certificates@ovdinsurance.com FAX (A/C, No): 616-454-7100														
INSURED F&V Companies, Inc. Fleis & VandenBrink Engineering, Inc. 2960 Lucerne Dr SE Grand Rapids MI 49546	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Citizens Ins Co Of Amer</td> <td>31534</td> </tr> <tr> <td>INSURER B : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER C : Aspen Specialty Insurance Co</td> <td>10717</td> </tr> <tr> <td>INSURER D : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizens Ins Co Of Amer	31534	INSURER B : Arch Insurance Company	11150	INSURER C : Aspen Specialty Insurance Co	10717	INSURER D : Steadfast Insurance Company	26387	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER: 1694938155

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ZAGLB9268502	10/1/2025	10/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	ZACAT9311602	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CX010CE25 ACE0910021	10/1/2025 10/1/2025	10/1/2026 10/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Excess Liability \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZAWCI9779302	10/1/2025	10/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Rented/Leased Equipment Hired Auto Physical Damage			R7IH224218 ZACAT9311601	10/1/2025 10/1/2025	10/1/2026 10/1/2026	Limit \$76,000 Limit 100,000 HPD COMP/COLL DED \$100/\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Total Umbrella Limit = \$10,000,000

Genesee County is provided coverage to the extent of written contract, per the attached endorsements.

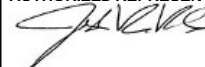
CERTIFICATE HOLDER

CANCELLATION

Genesee County
 324 South Saginaw St, Suite 8A
 Flint MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Please note our procedures with regards to certificates of insurance:

The presence of Additional Insured (including blanket versions) and/or Waiver of Subrogation endorsements or policy language is denoted by a “Y” in the appropriate column on the certificate. In accordance with the ACORD 25 Certificate Forms Instruction Guide and in keeping with the directive set forth by the Department of Insurance, the Description of Operations box will be used exclusively for the purpose prescribed on the form (description of operations, insured locations, and insured vehicles, as applicable). The ACORD 101 form is designed as an extension of the ACORD 25 Description of Operations box and is similarly restricted in its use.

If you require any endorsements or 30-day notice of cancellation forms related to information denoted on the form, we will attach the corresponding endorsements which follow this letter. Some forms are immediately available to send to you while others will become available when issued by the insurance company, generally within 30 days, and are available by request.

Our insurance agency is unfortunately unable to comply with any request to issue a certificate that does not conform to Department of Insurance laws and regulations. We have instead provided you with a lawful certificate that provides a courtesy summary of the referenced policy's terms, limits, and conditions.

As a result of recent legislative actions, state laws now explicitly address certificates of insurance for property and casualty coverage that do not accurately reflect the terms of the referenced policy. (Reference: Michigan Chapter 22A of Insurance Code 500.2270-2277, Pennsylvania Code Chapter 89b relating to property and casualty filing and form, North Carolina General Statute §58-3-149). **These statutes and regulations, amongst others, expressly prohibit our business from:**

- Issuing or delivering a certificate of insurance that alters, amends, or extends the coverage provided by an insurance policy referred to in the certificate; or
- Preparing or issuing a certificate that contains false or misleading information concerning an insurance policy.

This also applies to those who request certificates. Specifically, it prohibits any person from demanding or requiring the issuance of a certificate from an insurer, insurance producer, or policyholder that contains false or misleading information concerning an insurance policy referred to in the certificate. These regulations provide administrative and civil remedies for violations, some as high as \$500 per violation, and increasing to \$2,500 per violation when a person knows or should have known that they were in violation of these new requirements.

Our business takes its legal obligations very seriously, and we appreciate your understanding of the limitations imposed on our agency by these statutory requirements. However, if you continue to request or demand the issuance of an insurance certificate that does not conform to the requirements of your state law or any other document that misrepresents the terms, limits, or conditions of an insurance policy, we may report your actions to your state Department of Insurance and Financial Services.

While we are barred from responding to your request for coverage language in the “Description of Operations” box, we encourage you to contact us if you have any questions about the certificate of insurance that you have been provided or any other matter. Thank you for your cooperation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

AS AGREED PER WRITTEN CONTRACT OR WRITTEN
AGREEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACA19311602

Named Insured: F & V COMPANIES INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1.** Such "insured" is a Named Insured under such other insurance; and
- 2.** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1.** Such "insured" is a Named Insured under such other insurance; and
- 2.** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER
IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED
SUCH CONTRACT WAS EXECUTED PRIOR TO
THE LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others
To Us** condition does not apply to the person(s) or
organization(s) shown in the Schedule, but only to
the extent that subrogation is waived prior to the
"accident" or the "loss" under a contract with that
person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ALL LOCATIONS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT	ANY PREMISES WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS
PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH
CONTRACT WAS EXECUTED PRIOR TO
THE LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery against the person(s)
or organization(s) shown in the Schedule above
because of payments we make under this Coverage
Part. Such waiver by us applies only to the extent that
the insured has waived its right of recovery against
such person(s) or organization(s) prior to loss. This
endorsement applies only to the person(s) or
organization(s) shown in the Schedule above.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0730

Agenda Date: 7/15/2026

Agenda #: 8.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Ken Koleda, GIS Director

RE: Approval to amend a Professional Services Contract between Genesee County and Davis Land Surveying and Engineering, Inc., in the amount not to exceed \$8,650.00, to extend surveying services for the County for the 2026 Genesee County Remonumentation Grant, for the period commencing January 1, 2026, through December 31, 2026; to be paid from account 2970-245.00-801.004

BOARD ACTION REQUESTED:

Approval of contract extension for 2026 Remonumentation Grant

BACKGROUND:

The remonumentation program has been ongoing since 1992. There are over 3,150 survey corners in the county which are either directly or indirectly located by physical monuments in the ground. The work in this contract consists of the research of and installation of these monuments. All parcels in the county reference these monuments.

DISCUSSION:

This surveying firm has performed well in past years. This is the first extension of this contract.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None, cost of contract is paid by remonumentation grant funds to be paid from account 2970-245.00-801.004

IMPACT ON FACILITIES:

None, contract work performed offsite

IMPACT ON TECHNOLOGY:

Minimal, modest amount of digital data is received from surveyors.

CONFORMITY TO COUNTY PRIORITIES:

This best fits into county priorities under long term financial stability in that it is grant funded and under community growth in that ultimately the work contributes to having the best possible parcel

information for citizens and business owners.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the County Surveyor to authorize amending the Professional Services Contract between Genesee County and Davis Land Surveying and Engineering, Inc., said amendment being necessary to extend surveying services for the County for the 2026 Genesee County Remonumentation Grant, for the period commencing January 1, 2026, through December 31, 2026, in an amount not to exceed \$8,650.00 to be paid from account 2970-245.00-801.004, is approved (a copy of the memorandum request, supporting documents, and contract amendments being on file with the official records of the July 15, 2026 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the contract amendment on behalf of Genesee County.



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
324 S Saginaw St, Ste. 9A Flint, Michigan 48502
Phone: (810) 257-3040 Fax (810) 257-3560

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Saginaw Street, Flint, Michigan 48502 (the "County"), and Davis Land Surveying & Engineering, Inc., a Michigan surveying and engineering company, whose principal place of business is located at 415 W. Nepessing Road, Lapeer, MI 48446 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on signature and shall be effective through 12/31/2025 (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one-year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Unit Rate. For the performance of the Services, the Contractor shall be paid a flat fee of \$1,700 per interior corner and \$1,400 per non-interior corner and an additional \$30 recording fee for each LCRC. The total amount paid to the Contractor for the Initial Term shall not exceed \$8,650. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. **Contract Administrator**

The contract administrator for this Contract is Kim Carlson, County Surveyor (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. **Warranties**

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. **Suspension of Work**

- 7.1 **Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided*

at the discretion of the County's Risk Manager or other authorized representative of the County.

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract. A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

1.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
324 S. Saginaw St, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

1.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

DAVIS LAND SURVEYING & ENG

COUNTY OF GENESEE

By: Corwin P. Mabery
Corwin P. Mabery (Oct 2, 2025 15:50:04 EDT)
Corwin P. Mabery, P.E.
President

Date: 25/09/2025

By: Delrico J. Loyd
Delrico J. Loyd (Sep 25, 2025 08:48:24 EDT)
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: 25/09/2025

EXHIBIT A

Scope of Work

For the following set of Section Corners:

VIENNA TOWNSHIP, T9N-R6E

F-10, H-10, J-10, L-10, B-12.....5 Corners

- A. Research of public and private records from information regarding public land corners.
- B. Field work including, but not limited to:
 - 1. Field traversing for determining mathematical relationships.
 - 2. Excavation for physical evidence of Monumentation of government corners.
 - 3. Setting, restoring, and perpetuating physical Monumentation for government corners under the requirements of P.A. 74 of 1970.
 - 4. Establishment of acceptable accessories for all Monumented Section corners.
 - 5. Provide geodetic coordinates for all contracted corners reported in decimal degrees of Latitude and Longitude with coordinate accuracy of 0.1 feet.
 - 6. Provision of MSP coordinates to 0.01ft precision for the set corner and the two adjoining corners for standard corners or the four adjoining corners for interior corners. Coordinates provide in CSV file with corner (BINGO) code identified for each.
- C. Preparation of Corner Recordation Certificates under the guidelines of P.A. 74 of 1970 and presentation of all data to peer review committee for review and approval.

A separate contract will be issued and required of surveyors for peer review involvement.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- F. All work shall be performed consistent with the requirements indicated in the Genesee County Monumentation and Remonumentation Plan, and the Grant Contract between the State of Michigan and Genesee County.

All work must be completed following the specifications as stated below:

RFQ #25-423

10

1. Monumentation: All corners that require monumentation shall have Genesee County's standard monument set in place which must be obtained from the CR. This corner may also be set at corners with existing Monumentation at the discretion of the Monumentation Surveyor (MS). All monumentation shall be in accordance with P.A. 74 of 1970.

The appropriate monument shall be provided by the County. Contact the CR for arrangements to obtain the standard monument and cap.

It is not necessary to replace existing monumentation with standard monument if the existing monumentation meets the requirements of P.A. 74 of 1970 and is deemed to be in good condition by the MS.

In those areas requiring excavation and subsequent monumentation in a paved road surface, excavations and monumentation shall be performed only after contacting the Genesee County Road Commission, Michigan Department of Transportation or the appropriate agency of the local unit of government. Utilize the CR as the contact when the MS is not sure of the appropriate contact.

2. Accessories to Monumentation: All corners assigned to the MS for Remonumentation shall have a minimum of four witnesses or accessories taken for use on the Land Corner Recordation Certificate (LCRC). It is imperative that accessories used shall be of some significance so as to survive the ravages of time and progress. All MS shall use identifiable tags with aluminum or galvanized nails for nail and tag accessories. It is suggested that house, garage, and barn foundation corners be used, or any readily identifiable natural, permanent feature be used to identify corner locations. Use of utility poles is discouraged but not prohibited. In areas of double corners, i.e. Township lines, adjacent corners should be utilized as a witness to the subject corner.

Accessories should be located within 300 feet of the subject corner, but conditions may dictate flexibility. In those areas that lack existing features, standard survey markers may be set around the corner to provide minimum requirements.

Direction to all accessories should be determined by compass or instrumentation. Measurements shall be to .01 foot using EDM or steel taping procedures.

All previously existing accessories that can be related to previous surveys, LCRCs, or monumentation should be noted and checked by the MS for the record. Any existing monumentation found that does not agree with MS corner location shall be noted and described in the record along with any history known about that monumentation.

3. Field standards: All data collected by MS in the course of remonumentation shall become part of a permanent record in the County. These records will be used as a

reference by all surveyors working in this County for generations to come and should be prepared with care and professional pride.

All measurements shall be taken with calibrated equipment. Calibration data shall be entered in the dossier prior to engaging in field traverse activities and be subject to review by the CR and peer review group upon request. There shall be no charge to the program for calibration of equipment.

All field traversing deemed necessary by the MS shall be entered in the dossier on each corner. All data shall be entered in a format consistent with surveying standards or practices and shall be kept as part of the permanent record.

All angles shall be observed a minimum of two times in the upright and reversed positions. All EDM distances are to be measured in forward and reverse positions, if utilized.

All traverses shall be closed traverses where practical.

4. Dossiers: All MS shall utilize a dossier for all data entry. Dossiers will be presented for inspection upon request of the CR at his/her discretion. All abbreviations in each dossier shall be explained on a note page or in some other County approved descriptive manner.
5. Land Corner Recordation Certificate: The LCRC is the sum of all efforts expended in the project. The LCRC shall be complete with the history of the corner and the reasons for the present location. The State Commission mandates that all pertinent data be shown on the certificate so as to eliminate all questions as to depth of research. If many sources duplicate the same data, an abbreviated statement can be made but it is important that all sources be discussed or listed.
6. Restoration Procedures: All retracement procedures shall be in accordance with the Manual of Surveying Instructions – 1973 as published by the US Department of the Interior, Bureau of Land Management. Also, the booklet of Restoration of Lost or Obliterated Corners & Subdivision of Sections published by US Department of Interior is highly recommended for reference material.
7. Common Township Corners: Common corners to townships and/or counties shall be so noted on the LCRC with all pertinent corner codes and Town and Ranges noted on the particular LCRC.
8. Completion Date: Work may begin immediately after contract authorization. All work must be completed no later than December 30, 2025 and all office activities completed no later than December 30, 2025 in the initial year, and no later than September 30th in following years of the contract. Contractor must perform all services in a

professional and timely manner acceptable to the Remonumentation Committee and the County Representative to ensure that grant funds established for contractual survey services are expended and further to ensure that the number of corners accepted for recordation complies with requirements of the Remonumentation Project Grant.

EXHIBIT B Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

RFQ # 25-423 – Survey for Monument GPS Collection
Services

	Coverage Required	Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	\$100,000 accidental/disease \$500,000 policy limit, disease
X	3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations
X	4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
X	6. Automobile liability	\$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	\$2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
	9. Other Insurance Required:	
	10. A 30-day notice of cancellation or non-renewal is required for all policies	
	11. Builders Risk "All Risk" for all materials and equipment of this contract	
X	12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X	13. The Certificate must state bid number and title	
	**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

_____ The above required policies carry the following deductibles:

_____ Liability policies are *occurrence* _____ *claims made* _____

_____ Insurance Agent _____ Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Corwin M. Hargrove
Contractor

[Signature]
Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2025

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bois Insurance Agency Inc 1456 E. Pierson Road P.O. Box 420 Flushing MI 48433		CONTACT NAME: Commercial Dept CISR PHONE (A/C, No, Ext): (810) 659-7330 FAX (A/C, No): (810) 659-8910 E-MAIL ADDRESS: commercial@boisinsurance.com
INSURED Davis Land Surveying And Engineering, Inc. 415 W Nepessing St Lapeer MI 48446-2108		INSURER(S) AFFORDING COVERAGE INSURER A: Home-Owners Insurance Company NAIC # 26638 INSURER B: Auto-Owners Insurance Co 18988 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER: CL259212229		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO. ☐ JECT ☐ LOC OTHER:		14961529	05/01/2025	05/01/2026
					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employment Practices \$ 25,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		5596152900	05/01/2025	05/01/2026
					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		5596152901	05/01/2025	05/01/2026
					EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	A106666743	05/01/2025	05/01/2026
					☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					

CERTIFICATE HOLDER	CANCELLATION
Proof of Coverage For Information Purposes Only Personalized COI Available Upon Request	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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RFQ #25-423

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GENESEE COUNTY PURCHASING DEPARTMENT

Final Audit Report

2025-10-02

Created:	2025-09-25
By:	Christine Pobocik (CPobocik@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-4O6pg_npsB3eq3QAhi8HdYtS_XImpjA

"GENESEE COUNTY PURCHASING DEPARTMENT" History

-  Document created by Christine Pobocik (CPobocik@geneseecountymi.gov)
2025-09-25 - 12:29:44 PM GMT
-  Document emailed to Delrico J. Loyd (dloyd@geneseecountymi.gov) for signature
2025-09-25 - 12:29:50 PM GMT
-  Document emailed to Corwin P. Mabery (info@davislandsurv.com) for signature
2025-09-25 - 12:29:50 PM GMT
-  Email viewed by Delrico J. Loyd (dloyd@geneseecountymi.gov)
2025-09-25 - 12:47:39 PM GMT
-  Document e-signed by Delrico J. Loyd (dloyd@geneseecountymi.gov)
Signature Date: 2025-09-25 - 12:48:24 PM GMT - Time Source: server
-  Email viewed by Corwin P. Mabery (info@davislandsurv.com)
2025-10-02 - 4:09:24 PM GMT
-  Document e-signed by Corwin P. Mabery (info@davislandsurv.com)
Signature Date: 2025-10-02 - 7:50:04 PM GMT - Time Source: server
-  Agreement completed.
2025-10-02 - 7:50:04 PM GMT

AMENDMENT to Davis Land Surveying Remonumentation Services Contract

This Amendment is effective January 1, 2026, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 324 S. Saginaw St, Flint, Michigan 48502 (the "County"), and Davis Land Surveying, Inc., a Michigan Corporation, whose principal place of business is located at 415 W. Nepessing Road, Lapeer, MI 48446 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Remonumentation Contract effective 9/25/2025 (the "Agreement"), pursuant to which the Contractor would perform remonumentation services; and

WHEREAS, the Genesee County Board of Commissioners authorized the original Meridian Remonumentation Services Contract by Resolution # RES-2025-2237; and

WHEREAS, the Parties wish to amend the Agreement to include a new set of corners and associated fees for the 2026 Grant.

NOW THEREFORE, the Parties agree as follows:

1. The agreement shall be extended for the period of January 1, 2026, through December 31, 2026.
2. The following 5 corners are to be surveyed and monumented in calendar year 2026:

Viena Township, T9N-R6E

(T9N-R6E, D-12), (T9N-R6E, F-12), (T9N-R6E, H-12), (T9N-R6E, J-12),
(T9N-R6E, L-12) **5 Corners**

3. The total fee will be \$8,650.
4. The remaining terms of the agreement remain unchanged and in full effect.
5. Execution of this Amendment is authorized by Resolution #2025-0730 issued by the Genesee County Board of Commissioners.

DAVIS LAND SURVEYING &
ENGINEERING, INC

COUNTY OF GENESEE

By: _____
Corwin P. Mabery, P.E.
Owner

By: _____
Dale Weighill, Chairperson
Board of Commissioners

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Bois Insurance Agency Inc 1456 E. Pierson Road P.O. Box 420 Flushing MI 48433		CONTACT NAME: Commercial Dept CISR PHONE (A/C, No, Ext): (810) 659-7330 FAX (A/C, No): (810) 659-8910 E-MAIL ADDRESS: commercial@boisinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Home-Owners Insurance Company	
		INSURER B: Auto-Owners Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 26-27 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			14961529	05/01/2026	05/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 25,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ 19 ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5596152900	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5596152901	05/01/2026	05/01/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N ☐ N/A			A106666743	05/01/2026	05/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Genesee County, GIS 324 South Saginaw St. Suite 8A Flint MI 48429	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0767

Agenda Date: 7/15/2026

Agenda #: 9.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Breana Benham, Specialty Courts Services Director

RE: Approval of a purchase order to InvolvedDad for the fiscal year ending in 2026, in an amount not to exceed \$3,500.00, to provide services to the participants of the Specialty Court Programs through the 7th Circuit Court; the cost of this purchase order will be paid from several grants

BOARD ACTION REQUESTED:

The Specialty Courts - 7th Circuit Court - are requesting approval to pay invoices from InvolvedDad for services rendered to participants of the specialty court programs.

BACKGROUND:

The specialty court programs have recently been referring participants in the specialty court programs to InvolvedDad for batterer's intervention and parenting classes. These services are invoiced to the specialty courts for those participants who demonstrate an inability to pay for services. Total cost for the remainder of the fiscal year is not to exceed \$3,500 total. \$2,000 will be moved from 2925-283.00-900.006 to 2925-283.00-801.001. \$1,500 will be moved from 2924-326.00-900.006 to 2924-326.00-801.001 County-wide services exceed \$30,000, which precipitates the present request for a Purchase Order. The budget amendment was submitted in a separate request in Legistar for all of the specialty court grants.

DISCUSSION:

See above.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The amounts for anticipated expenses will be reallocated from current incentive line items to a new line item within each grant for services from InvolvedDad. \$2,000 will be allocated from current line item 2925-283.00-900.006 and \$1,500 will be allocated from current line item 2924-326.00-900.006 to new line items 2925-283.00-801.001 and 2924-326.00-801.001 within the grants for InvolvedDad. No additional monies are being requested for these purchases, just a reallocation of funds within grants to cover the purchase order amounts. The budget amendment was submitted in a separate request in Legistar all of the specialty court grants.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The Specialty Court Programs and all trainings attended by their staff and contractors help utilize grant funding money to advance the priority of safe communities by enhancing public safety and reducing the rate of recidivism through rehabilitation. The grant funded trainings provide staff with new tools, resources, and support necessary to assist offenders in maintaining long-term sobriety.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Specialty Courts Services Director to authorize an expenditure, in the form of an amended purchase order to InvolvedDad, in a total amount not to exceed \$3,500.00 to be paid from accounts 2925-283.00-801.001 and 2924-326.00-801.001, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 15, 2026 meeting of the Governmental Operations Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0768

Agenda Date: 7/15/2026

Agenda #: 10.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Breana Benham, Specialty Courts Services Director

RE: Approval to amend a purchase order to New Paths, Inc., not to exceed an additional \$7,510.00, to provide for substance use treatment services in Genesee County's Specialty Courts; the cost of this purchase order is grant funded and will be paid from the accounts listed

BOARD ACTION REQUESTED:

The Specialty Courts - 7th Circuit Court - are requesting an increase in the purchase order amount for services from New Paths, Inc. to pay invoices for substance use treatment services rendered to participants of the specialty court programs.

BACKGROUND:

The Specialty Courts contract New Paths, Inc. for substance use services for all four programs. This request is to move funds that are already allocated for the project to the purchase order amount for New Paths. \$7,360 will be moved from line item 2924-326.00-752.000 to 2924-326.00-801.004. \$150 will be moved from line item 2924-283.00-752.00 to 2924-283.00-801.004 to accommodate costs for the remainder of the fiscal year. The increase in necessary funds is due to changes in Medicaid coverage mid-year. There are currently participants in the specialty court programs with documented indigency.

DISCUSSION:

See above.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The amounts for anticipated expenses will be reallocated from current incentive line items to a new line item within each grant. No new funds are required - just a reallocation of line items within the grant and an increase in the purchase order to New Paths, Inc.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

The Specialty Court Programs and all trainings attended by their staff and contractors help utilize grant funding money to advance the priority of safe communities by enhancing public safety and reducing the rate of recidivism through rehabilitation. The grant funded trainings provide staff with new tools, resources, and support necessary to assist offenders in maintaining long-term sobriety.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Specialty Courts Services Director to authorize increasing a purchase order to New Paths, Inc., in the amount of \$7,510.00 to be paid from accounts 2924-326.00-801.004 and 2924-283.00-801.004, is approved (a copy of the memorandum request being on file with the official records of the July 15, 2026 meeting of the Governmental Operations Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0806

Agenda Date: 7/15/2026

Agenda #: 11.

To: Delrico J. Loyd, Governmental Operations Committee Chairperson

From: Jerome Threlkeld, Organizational Development Coordinator

RE: Approval of a resolution recognizing July 2026 as Disability Pride Month in Genesee County

BOARD ACTION REQUESTED:

Approval of a resolution recognizing July 2026 as Disability Pride Month in Genesee County

BACKGROUND:

One of the Genesee County Diversity, Equity & Inclusion Commission's goals is to enhance the county's reputation for being welcoming to all.

DISCUSSION:

Members of the Genesee County Diversity, Equity & Inclusion Commission met with The Disability Network to co-curate this resolution being proposed to the Genesee County Board of Commissioners

IMPACT ON HUMAN RESOURCES:

IMPACT ON BUDGET:

IMPACT ON FACILITIES:

IMPACT ON TECHNOLOGY:

CONFORMITY TO COUNTY PRIORITIES:

Inclusive, Collaborative Culture - Members of the Genesee County Diversity, Equity & Inclusion Commission met with community members to co-curate this resolution being proposed to the Genesee County Board of Commissioners.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, the United States and individual states across the nation have recognized July as Disability Pride Month, which commemorates the signing of the Americans with Disabilities Act by President George H.W. Bush on July 26, 1990, and was first celebrated as a month dedicated to recognizing people with disabilities, their culture, and contributions in July 2015 upon the 25th anniversary of the Act's signing; and

WHEREAS, Disability Pride Month is also intended to recognize that disability is part of the natural variation of life and not something to be shunned or stigmatized, while also acknowledging that people with disabilities still face barriers to full access and participation in parts of society; and

WHEREAS, the local Americans with Disabilities Act annual celebration will take place on Friday, July 24, 2026, from 9:00 AM to 12:00 PM at the Gloria Coles Flint Public Library, hosted by The Disability Network; and

WHEREAS, Genesee County has local organizations dedicated to advancing opportunity for people with disabilities including The Disability Network, which supports and empowers people with disabilities to live independently in Genesee County through person-centered services, advocacy, and collaboration and Project SEARCH, which is an international program for individuals with disabilities aged 18 to 26 who work towards competitive, integrated employment; and

WHEREAS, The Disability Network, as a Center for Independent Living, is a community-

based, nonprofit organization designed and operated by and for individuals with disabilities, dedicated to advancing independence, equity, and inclusion by advocating for policies that improve accessibility and opportunity, raising public awareness and understanding of disability-related issues, and collaborating with local governments, agencies, and organizations to strengthen services and supports for individuals with disabilities; and

WHEREAS, disability rights pioneers such as Judy Heumann, who led the historic 1977 Section 504 Sit-ins and co-founded the World Institute on Disability in 1983, and Ed Roberts, recognized as the father of the Independent Living Movement and the first severely disabled student admitted to the University of California, Berkeley in 1962, helped transform disability rights, accessibility, and independent living opportunities across the United States; and

WHEREAS, modern disability advocates and storytellers, including Alice Wong, founder of the Disability Visibility Project in 2014, and Haben Girma, the first Deafblind graduate of Harvard Law School in 2013, continue to advance disability culture, digital accessibility, inclusive design, and the representation of lived experiences through advocacy, education, and media; and

WHEREAS, intersectional leaders and emerging voices such as Vilissa Thompson, founder of Ramp Your Voice! in 2012, and Imani Barbarin, a nationally recognized disability advocate and communicator, continue to elevate conversations surrounding race, gender, accessibility, and disability justice while empowering historically underrepresented communities; and

WHEREAS, people with disabilities of all kinds have always been important members of our human family and have made contributions to every sector of government, science, law, business, education, and civil society both in Genesee County and across the country.

NOW, THEREFORE, BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, hereby recognizes the month of July 2026 as Disability Pride Month in Genesee County and encourages all county departments to engage in celebratory activities and

appropriate recognitions, such as participation in community events, sharing stories, and learning about people with disabilities and the contributions they have made to our county and nation.

BE IT FURTHER RESOLVED, that the Genesee County Clerk/Register is directed to provide one copy of this Resolution to each city, village, and township within Genesee County and to each County Clerk in the State of Michigan.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0867

Agenda Date: 7/15/2026

Agenda #: 12.

To: Board of County Commissioners

From: Chris Metropoulos, Emergency Manager

RE: Approval to review and accept the attached MOU allowing the Michigan Drone Association (MDA) to install a drone detection sensor on the rooftop of the Genesee County Administration Building

BOARD ACTION REQUESTED:

Review and approval of an MOU submitted by the MDA as part of the Michigan Counter-UAS Task Force to install a drone detection sensor on the rooftop of the Genesee County Administration Building.

BACKGROUND:

The Michigan Counter-UAS Task Force, led by the Michigan Drone Association (a Michigan 501(c)(3)), is building a unified, statewide approach to drone detection and low-altitude airspace awareness. The Task Force brings together public safety agencies, federal partners, and host sites across the state to create a shared picture of drone activity, giving first responders and facility operators real-time awareness of what's flying near critical locations.

DISCUSSION:

This system provides significant benefits of public safety, by improving situational awareness of drone activity near critical infrastructure, public gatherings, emergency incidents, and government facilities. Information collected by the system is shared with authorized public safety partners through the Michigan Counter-UAS Task Force and contributes to a common operating picture during planned events and emergency operations.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

N/A: No equipment purchase, installation, software licensing, maintenance, or subscription costs for Genesee County under the project. MDA solicits private-partner sponsorships to help cover the cost of this infrastructure.

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Emergency Manager to authorize entering into a Memorandum of Agreement (“MOU”) between Genesee County and the Michigan Drone Association (“MDA”), whereby the MDA will install and maintain a passive drone detection sensor on the rooftop of the new Genesee County Administration Tower Building to enhance public safety as part of the Michigan Counter-UAS Task Force’s statewide airspace awareness network, at no cost to the county, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the July 15, 2026 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the MOU on behalf of Genesee County.



Office of Genesee County Sheriff

SHERIFF CHRISTOPHER R. SWANSON

**UNDERSHERIFF
MICHAEL TOCARCHICK**

1002 S. SAGINAW STREET, FLINT, MI 48502
(810) 257-3407

WWW.GCSOMICHIGAN.COM

June 8, 2026

TO: Chairperson Weighill and Corporate Counsel
FROM: Christopher R. Metropoulos, Emergency Management Manager
SUBJECT: Michigan Counter-UAS Task Force Sensor Deployment Request

I am requesting review and approval of the attached Memorandum of Understanding and associated request, to allow Michigan Drone Association (MDA) to install a drone detection sensor on the rooftop of the Genesee County Administration Building.

The proposed sensor would become part of the Michigan Counter-UAS Task Force's statewide airspace awareness network. The Administration Building is one of the tallest structures in the area and provides an ideal location to enhance drone detection coverage throughout Genesee County.

This system provides significant benefits of public safety, by improving situational awareness of drone activity near critical infrastructure, public gatherings, emergency incidents, and government facilities. Information collected by the system is shared with authorized public safety partners through the Michigan Counter-UAS Task Force and contributes to a common operating picture during planned events and emergency operations.

The timing of this deployment is particularly beneficial given several large-scale events scheduled within Genesee County during the coming months, including:

- Back to the Bricks
- Crim Festival of Races
- Bikes on the Bricks
- Ally Challenge PGA Tournament
- Other large public gatherings and special events

These events attract tens of thousands of attendees and present unique public safety and airspace awareness challenges. The proposed sensor would provide local, state, and federal public safety partners with enhanced visibility into drone activity occurring in proximity to these events.

From a county risk and resource perspective, the deployment presents minimal impact:

- No cost to Genesee County for equipment, installation, maintenance, software licensing, or subscriptions.
- The equipment remains the property of the Michigan Drone Association.
- The system does not connect to, utilize, or access any Genesee County network infrastructure. Connectivity is provided through a dedicated cellular connection.
- No County data is collected, stored, or transmitted by the system.
- The County may request removal of the equipment at any time.
- The Michigan Drone Association is responsible for installation, maintenance, insurance, and eventual removal of the equipment.

Thank you for your consideration.

FAQs – Michigan Drone Association

- **What equipment is being installed?**

A passive drone detection sensor capable of receiving Remote ID broadcasts and other approved detection data sources. The equipment is installed, owned, and maintained by Michigan Drone Association (A Michigan 501c3 that Genesee County Sheriff's Office is a member of and participates in the cUAS Task Force, and does not interfere with aircraft or communications systems)

- **Who owns it?**

The equipment remains the property of the Michigan Drone Association. Genesee County does not assume ownership of the equipment, software, or associated infrastructure.

- **What data is collected?**

The system collects drone related situational awareness data, including Remote ID broadcasts to support public safety and airspace awareness operations. No personal communications, cellular content, or private electronic communications are collected.

- **Who has access to the data?**

Members of the Michigan Counter UAS Task Force.

- **What costs will Genesee County incur now or in the future?**

No equipment purchase, installation, software licensing, maintenance, or subscription costs are anticipated for Genesee County under the pilot project. Future participation beyond the pilot period would be subject to separate review and approval by the County.

MDA Solicits private partner sponsorships to help pay for the cost of this infrastructure.

- **What insurance coverage exists?**

MDA has a general liability policy with a 1 million dollar limit.

- **What public safety benefit does Genesee County receive?**

The system enhances situational awareness for public safety operations by providing visibility into drone activity near critical infrastructure, public events, emergency

incidents, and other areas of concern. It also contributes to regional coordination through the Michigan Counter UAS Task Force's shared operating picture.

- **How is county cybersecurity protected?**

This system does not operate on the County's network.

- **What authority does the County have to terminate participation?**

Genesee County can request the equipment be removed at any time.

- **Who removes the equipment and restores the site when the project ends?**

MDA will remove the equipment from the rooftop when the project ends. No site restoration will be required.

- **How often will access to the equipment be needed for maintenance?**

A few times a year for maintenance.



**Michigan
Drone
Association**

Michigan Counter UAS Task Force
Genesee County Sensor Deployment
June 2026



Executive Summary

The Michigan Counter-UAS Task Force, led by the Michigan Drone Association (a Michigan 501(c)(3)), is building a unified, statewide approach to drone detection and low-altitude airspace awareness. The Task Force brings together public safety agencies, federal partners, and host sites across the state to create a shared picture of drone activity, giving first responders and facility operators real-time awareness of what's flying near critical locations.

We're reaching out to ask whether Genesee County would be willing to host a Remote ID detection sensor on the rooftop of one of its buildings. A county-hosted sensor would extend the Task Force's coverage into the Genesee County area and meaningfully strengthen regional airspace awareness, while placing minimal burden on County staff and operations.

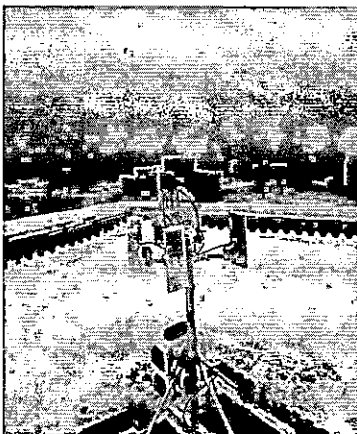
Genesee County Sheriff's Office and the City of Flint Police Department are both members of the Michigan cUAS Task Force. GCSO's signed MOU is attached.

Sensor Deployment and Infrastructure Requirements

What should I expect for installation?

The Remote ID sensor is a compact, purpose-built detection unit designed for permanent outdoor installation. It is weather-rated, low profile, and suitable for commercial and industrial environments. The system is designed to blend into existing infrastructure without drawing attention.

Mounting - Non-penetrating roof mount installations



Power and Connectivity

- 110V AC power is required at the installation location
All sensor hardware, cabling, mounting equipment, network connection (cellular modem), and configuration are included.
- No additional on-site equipment is required beyond power



The Michigan Drone Association manages deployment, configuration, and onboarding into the Task Force platform.

Data Ownership and Security

Data is used solely for airspace awareness and Task Force operations and is shared in accordance with established governance and security controls. Partners with existing detection systems may participate through data integration rather than by deploying new hardware.

Association Contact Information

Address: P.O. Box 143, Brighton, MI 48116

Website: www.midroneassoc.com

Email: info@midroneassoc.com

Customer Main Point of Contact

Name: Matt Rybar

Phone Number: (810) 819-7282

Email: mrybar@midroneassoc.com

MEMORANDUM OF UNDERSTANDING

Sensor Node Hosting for the Michigan Counter-UAS Task Force

This Memorandum of Understanding ("MOU") is entered into between the **Michigan Drone Association (MDA)**, a Michigan 501(c)(3) nonprofit organization, and **Genesee County** (collectively, the "Parties"). The Genesee County Sheriff's Office is a member of MDA and participates in the Michigan Counter-UAS Task Force.

1. Purpose

As part of the project, Genesee County agrees to host a passive drone-detection sensor node, owned and operated by MDA, in support of the Michigan Counter-UAS Task Force. The purpose of this MOU is to define the responsibilities of each Party related to hosting the equipment and to clarify ownership, data handling, costs, and termination.

2. Equipment

The equipment is a passive drone detection sensor capable of receiving Remote ID broadcasts and other approved detection data sources. The equipment is installed, owned, and maintained by MDA. It does not interfere with aircraft, navigation, or communications systems.

3. Ownership

The equipment, software, and associated infrastructure remain the sole property of MDA. Genesee County does not assume ownership of the equipment, software, or associated infrastructure under this MOU.

4. Data Collected

The system collects drone-related situational awareness data, including Remote ID broadcasts, to support public safety and airspace awareness operations. No personal communications, cellular content, or private electronic communications are collected.

5. Data Access

Access to data collected by the sensor node is limited to members of the Michigan Counter-UAS Task Force.

6. Costs

No equipment purchase, installation, software licensing, maintenance, or subscription costs for Genesee County under the project. MDA solicits private-partner sponsorships to help cover the cost of this infrastructure.

7. Insurance

MDA maintains a general liability insurance policy with a limit of one million dollars (\$1,000,000).

8. Public Safety Benefit

The system enhances situational awareness for public safety operations by providing visibility into drone activity near critical infrastructure, public events, emergency incidents, and other

areas of concern. It also contributes to regional coordination through the Michigan Counter-UAS Task Force's shared operating picture.

9. Cybersecurity

The system does not operate on the County's network and therefore poses no impact to County cybersecurity infrastructure.

10. Maintenance Access

MDA will require access to the equipment a few times per year for routine maintenance. MDA will coordinate access with the appropriate County point of contact in advance.

11. Termination

Genesee County may request that the equipment be removed at any time. Upon such request, or at the conclusion of the project, MDA will remove the equipment from the rooftop. No site restoration will be required.

12. General

This MOU reflects the mutual understanding and cooperative intentions of the Parties and does not create enforceable legal obligations. Amendments must be made in writing and signed by both Parties.

Signatures

Michigan Drone Association

Genesee County

Name

Name

Title

Title

Date

Date