



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number:** 6.a

**Title:** Recommendation to Approve a Contract with VirTra Training Simulators for an Annual Subscription Training and Equipment Partnership Agreement for the St. Charles Police Department

**Presenter:** Deputy Chief Mahan

**Meeting:** Government Services Committee

**Date:** September 28, 2020

Proposed Cost: \$7,440 Initial and \$36,278.71 Annually

Budgeted Amount: \$

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

Staff is seeking approval to execute an agreement with VirTra Training Simulators for the VirTra Subscription Training & Equipment Partnership (S.T.E.P.) program. This program will allow for the installation of a state-of-the-art virtual training simulator to be installed in the new police facility.

Although our officers regularly train for de-escalation techniques, including scenario-based training on a regular on-going basis and many officers also are certified in crisis intervention, this simulator will provide countless opportunities for our officers to be placed in realistic scenarios and situations where they will need to react and make decisions under pressure. The scenarios are built with realistic branching options allow to the scenario to play out based on decisions made by the officer.

This type of training provides the opportunity to employ intervention strategies for police to help individuals in crisis with a goal of minimizing the need for physical or deadly force. The system does also provide opportunity for proficiency training with firearms and less-lethal weapons at a significant cost savings in comparison with the use of live rounds. This simulator would provide scenarios concerning law enforcement response to various types of incidents including: active shooters, disturbances, domestic violence, emotionally disturbed persons, high risk entries, hostage situations, off-duty encounters, suicidal subjects, suspect contacts, and traffic stops. The system provides the officer with immediate performance feedback from the trainer through the system's ability to record all aspects of the officer's tactical skills, verbal skills, judgment, and reaction time. The system also allows for multiple officer scenarios.

This agreement provides for the installation of the VirTra V-180 (3 screens/180 degrees) Simulator System. Contract Price Summary: Initial payments: Setup & Training \$5,940.00; Shipping & Handling \$1,500.30; Annual Recurring Payment: Annual Contract \$36,278.71.

Initially there were discussions about funding this system through the police department building project, however staff is now recommending this expenditure be made through use of law enforcement equipment escrow account funds. Those are funds distributed to the City through court fines/fees, etc.

**Attachments** *(please list):*

Contract Services and or Delivery of Goods, Solicitation waiver and justification, STEP Agreement VirTra COI, Vendor Ethics and Certification of Compliance, VirTra Product Information

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to execute a contract with VirTra Training Simulators for an annual subscription training and equipment Partnership Agreement for the St. Charles Police Department.

# St Charles Agreement for Services and/or Delivery of Goods Simulated Firearm Equipment and Training Contract #

This agreement for services and/or delivery of goods ("**Agreement**") has been awarded on \_\_\_\_\_, 20\_\_\_\_ by City Council and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and **VIRTRA** ("**Contractor**"), located at 7970 S Kyrene Road, Tempe, AZ 85284. City and Contractor are at times collectively referred to hereinafter as the "Parties."

## RECITALS

**Whereas**, the City received a proposal for services and/or delivery of goods entitled **Simulated Firearm Equipment and Training** ("**Services/Good**") from the contractor on 7/15/2020; and

**Whereas**, the Contractor the Contractor represents that it is ready, willing and able to perform the services and/or deliver the goods, specified in the proposal; and

**Whereas**, the proposal was found to meet the City's requirements; and

**Whereas**, the City awarded the Contractor the Services/Goods, in a total amount of **\$188,833.85** to be paid in one (1) start-up payment of \$7,440.30 and five (5) equal annual installments of \$36,278.71, inclusive of setup, training, shipping, handling, maintenance, support, and training.

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

## Article 1: Contract Documents

- A. **Incorporated Documents.** The Contract consists of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- Services and/or delivery of goods may not begin until receipt of a City Purchase order. The Contract Name and number, and the Purchase Order Number for the applicable fiscal year, will become the identification number for all transactions during the applicable fiscal year and must be referenced on all related documents, inclusive of invoices.
  - Exhibit A** is not applicable
  - The Contractor's proposal and all related documents is attached as **Exhibit B**
  - The City's Insurance Requirements and Sample Acord Certificate of Insurance is attached as **Exhibit C**
  - Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**
- B. **Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

## Article 2: Services/Goods Contracted

- A. **Scope of Services.** Contractor shall provide Services and/or delivery of goods in accordance with the the Offer submitted by the Contractor [**Exhibit B**].
- a. **Truthful and Accurate.** Contractor represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
  - b. **Necessary Documentation.** Contractor acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits and other information and reports.
- B. **Status of Independent Contractor.** Both City and Contractor agree that Contractor will act as an Independent Contractor in the performance of the Service and/or delivery of goods. Accordingly, the Independent Contractor shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Contractor's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Contractor further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Contractor is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Contractor specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Contractor, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Contractor complies with the terms of this Contract.

## Article 3: Term

- A. **Term.** This Contract becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Contractor and terminates **five (5) years from the first day of post-implementation** as defined in writing by the City. Alteration in termination may occur prior to completion of Services and/or delivery of goods in accordance with the following conditions.
- B. **Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Contractor's principal or Contractor's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Contractor for satisfactory services performed and/or delivery of goods as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Contractor shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Service. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
- a. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Contractor is grounds for termination of the Contract. The City will notify the Contractor in writing with a 24-hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Contractor, the City has the authority to contract with an alternate contractor to complete this Contract. The Contractor shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate contractor, including any loss due to alternate

contractor compensation. The City may deduct expenses and loss, due to breach, from payment to the Contractor for services already performed or goods already delivered. Failure to deduct expenses and losses from the City's payment to the Contractor does not relieve the contractor from the Terms of this condition nor bar the City from seeking alternative legal remedies.

- b. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Contractor with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Contractor has commenced, the termination date controls the final invoice by the Contractor for previous services/deliveries under this Contract. The termination date controls all payment obligations of the City to the Contractor. Payment by the City to the Contractor upon termination for unappropriated funds constitutes full satisfaction for services rendered and/or goods delivered.
  - c. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the contractor with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Contractor for previous services/deliveries under this Contract. The termination date controls all payment obligations of the City to the Contractor. Payment by the City to the Contractor upon termination for convenience constitutes full satisfaction for services rendered and/or goods delivered.
  - d. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure or delay is a result of an event of outside force, including a natural disaster, "Act of God", act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.
- C. **Stop Work.** The City may, at any time by written order, require the Contractor to stop all or part of the services and/or delivery of goods as required by this contract. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs applicable to the services and/or delivery goods covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

#### **Article 4: Compensation**

- A. **Price.** The City shall pay the Contractor for services and/or delivery of goods in accordance with the amounts set forth in [Exhibit B]. The maximum price stated on page 1 may not be increased unless the City's Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written

schedule on a City Change Order form [**Exhibit D**], and shall be attached as an amendment to this Contract.

- B. **Invoicing.** Contractor shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule making explicit the percentage of completion of services as of the date of the invoice; packing slips for delivered goods; certified payroll; waivers of lien; work orders; and supplier's invoices to justify material mark-up.
- C. **Invoice Submittals.** All invoices must be submitted directly to [AccountsPayable@stcharlesil.gov](mailto:AccountsPayable@stcharlesil.gov) and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt Payment Act or Contractor's invoice, whichever is more favorable to the City.
  - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
  - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Contractor's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last performed per this Contract.

#### **Article 5: Duties**

- A. **Consent and Approvals.** The City and the Contractor represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. **Insurance.** The Contractor performing work shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified and under the terms stipulated in **Exhibit C**.
  - a. The Contractor shall not allow any subcontractor to commence work on this service until the same insurance has been obtained by the subcontractor and the contractor is in receipt of an approved Certificate of Insurance. The Contractor and their Subcontractors shall maintain all insurance for not less than one (1) year after completion of this contract.
- C. **Standard of Performance.** Contractor warrants that the service provided under the fully incorporated Contract, by the Contractor and any and all employees, subcontractors, consultants, or agents is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Contractor and its employees, subcontractors, consultants, or agents shall perform in strict compliance with the laws and regulations of the City, State, and federal government.
- D. **Best Efforts.** The Contractor shall use its best efforts to assure timely and satisfactory rendering and completion of services and deliveries under this Contract. The Contractor shall remain solely responsible for the professional and technical accuracy of all construction and deliverables furnished, whether such service/good is rendered by the material suppliers, fabricators, subcontractors,

consultants or agents. The Contractor is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to construction. Any change to the character, form, quality or extent of the Service/good shall be in writing on a City Change Order form, [Exhibit D] and attached as an addendum to this Contract.

- E. **Non-disclosure.** The Contractor, its employees, subcontractors, consultants, or agents may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Contractor shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. **No Duty.** The contractor shall not imply any authority to act as an agent of the City. The contractor's duties to the City are limited by express authorization under this Contract and by statute.
- G. **Hold Harmless and Indemnification.**
- a. **Patents and Copyrights.** Contractor warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Contractor shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Contractor will, upon request of the City and at the Contractor's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Contractor.
  - b. **Loss and Liability.** The Contractor shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, consultant, or contractor hired to provide any goods or perform any services on behalf of the Contractor.

#### **Article 6: Policies**

- A. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Contractor agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers' possession.
- a. **Timeliness.** The Contractor shall provide the requested public records to the City within two (2) business days of the City's request.
  - b. **Free of Charge.** The Contractor agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
  - c. **Hold Harmless.** Should the Contractor deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Contractor agrees to pay any and all costs connected with the defense of the Contractor's denial. All costs include reasonable attorney

and witness fees, filing fees and other expenses related to the defense of a complaint. The Contractor agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.

- B. **Suppliers and Subcontractors.** The contractor may subcontract portions of the materials and work.
  - a. These Material Suppliers and Subcontractors, Consultants, and Agents shall conform, in all respects, to the applicable provisions specified, inclusive but not limited to, insurance requirements and prevailing wage.
  - b. Material Suppliers, Subcontractors, Consultants, and Agents may not be transferred to any other party or parties without the written consent of the City.
- C. **Discrimination Prohibited.**
  - a. **Equal Employment Opportunity.** Contractor shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
  - b. **ADA.** Contractor shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

#### **Article 7: Changes to Contract**

- A. **Changes and Alterations.** Any changes or alterations to this Service and/or delivery of goods, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors; shall be integrated in writing on a City of St. Charles Change Order form. [**Exhibit D**]
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Contractor either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** Contractor shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Agreement shall be made as follows:

- a. **If to the City**

City of St. Charles  
Attn: Procurement Division Manager  
2 East Main Street  
St. Charles, IL 60174  
Fax: 630.377.4487  
Email: [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov)  
Phone: 630.762.6936

- b. **With electronic copies to**

Procurement Division Manager: Joan M. Schouten; [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov)  
Project Manager: Erik Mahan; [emahan@stcharlesil.gov](mailto:emahan@stcharlesil.gov)

**If to the Contractor**

Sales Representative: Steve Diullo; [Steve.diiullo@virtra.com](mailto:Steve.diiullo@virtra.com)  
Customer Success Contact: Mike Rysiewicz; [mrysiewicz@virtra.com](mailto:mrysiewicz@virtra.com)  
Accounting/Contracts: Nichieli Ferris; [nferris@virtra.com](mailto:nferris@virtra.com)

**Article 8: Applicability**

- A. **Other Entity Use.** The Contractor may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar project services and/or delivery of goods under the same or more favorable price, terms and conditions.
- B. **Waiver.** Any failure of either the City or the Contractor to strictly enforce any terms, rights, or conditions of this Contract, whether implied or expressed, shall not be construed as a waiver of such terms, rights, or conditions.
- C. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. **Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16<sup>th</sup> Judicial Circuit, Kane County, Illinois.
- E. **Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

THIS SPACE INTENTIONALLY LEFT BLANK

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Contractor.

**For: City of St. Charles**

By: \_\_\_\_\_  
Project Manager

ATTEST \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
Joan M. Schouten; Procurement Division Manager

**For: Professional Service Provider**

*If an Individual*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

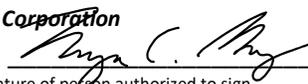
*If a Partnership*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

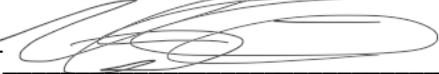
By: \_\_\_\_\_  
Partner

*If a Corporation*

By:  \_\_\_\_\_  
Signature of person authorized to sign

\_\_\_\_\_  
Director of US Sales

\_\_\_\_\_  
Title

ATTEST  \_\_\_\_\_

*If a Joint Venture*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

DATE 17 September, 2020



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

Account Name	St. Charles Police Department	Created Date	7/15/2020
Contact Name	Erik Mahan	Quote Number	00002816
Phone	(630) 377-4435	Expiration Date	10/30/2020
Email	emahan@stcharlesil.gov		
Ship To Name	St. Charles Police Department	Prepared By	Steve Dilullo
VirTra STEP Annual Contract Offering		Phone	(480) 968-1488
		Email	steve.diiullo@virtra.com

**VIRTRA, INC.**

**SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES AGREEMENT**

**AGREEMENT:** Simulated Firearm Equipment and Training Services Agreement (the "Agreement") is made and entered by and between the organizations or entities set forth below to provide Agency with certain hardware, software, documentation, installation, training, maintenance, and support (collectively, the "System").

**CONTRACT PRICE SUMMARY:**

Contract initiation payments (one time.)

Setup & Training: \$5,940.00  
 S&H \$1,500.30

Annual Recurring Payment:

Annual Contract Rate (STEP) \$36,278.71

**TERM:** This Agreement will become effective upon the date the customer receives and accepts control over a substantial portion of the equipment listed on Exhibit D and services listed on the System Acceptance Checklist (Exhibit C) but not more than 90 days after Contract execution date. Unless terminated as set forth herein, this Agreement shall remain in force for a period of twelve (12) months (the "Term") from the Effective Date. After the Term, this Agreement will be renewed for additional periods of twelve (12) months (each a "Renewal Term"), up to a total aggregated term of sixty (60) months), unless and until one party provides the other party with written notice of termination at least sixty (60) days prior to the end of the Term, or any subsequent Renewal Term.

**EXHIBITS:** The following exhibits are incorporated herein by reference and form a material part of this Agreement.

- Exhibit A: General Terms and Conditions.**
- Exhibit B: Maintenance and Support Agreement.**
- Exhibit C: System Acceptance Check List.**
- Exhibit D: Services, Equipment, and Pricing Summary**

**SIGNATURES:** By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

**FOR AGENCY**

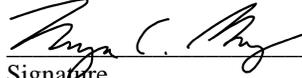
\_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date



Printed Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR VIRTRA**

  
Signature

17 September, 2020

Date

Ryan C Bray, Director of US Sales

Printed Name and Title

7970 South Kyrene Road  
Tempe, AZ 85284  
(480) 968-1488

**EXHIBIT A**

**VIRTRA, INC.**

**AGREEMENT FOR SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES**

**GENERAL TERMS AND CONDITIONS**

**1. NON-EXCLUSIVE AGREEMENT**

The Agreement does not establish an exclusive contract between the Agency and VirTra. Each party expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from VirTra; and the unrestricted right to bid and supply any such product, support or service.

**2. PRODUCTS AND SERVICES**

VirTra agrees to provide the Agency with the System, including all goods and services in accordance with the terms and conditions set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated herein, as well as all necessary manpower and other necessary resources.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. THE PARTIES AGREE THAT ALL TERMS AND CONDITIONS ARE SET FORTH IN THIS AGREEMENT.

Employees and agents of VirTra, shall, while on the premises of the Agency, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

If required, VirTra shall be responsible for installation, training and knowledge transfer activities in relation to the goods being supplied, as set forth in Exhibit B to this Agreement.

All equipment shall be delivered to a Agency site specified in the contract release purchase order, or if not so specified therein, as otherwise agreed by the parties in writing.

Upon any termination or expiration of this Agreement, the System and all other related materials provided to Agency hereunder shall be returned to VirTra or, at VirTra's option, VirTra may arrange for pickup of the System and related materials. The System and related materials must be returned to VirTra in good repair and functionality, considering reasonable wear and tear.

VirTra shall provide the System and perform work in a professional manner consistent with, at a minimum, general industry standards.

**3. NECESSARY ACTS AND FURTHER ASSURANCES**

The parties agree that they shall cooperate and execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**4. COUNTING DAYS**

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.



## **5. PRICING**

Unless otherwise stated, prices shall be fixed for the first year of the Agreement, with increases in payments in subsequent years to be mutually agreed by the parties in writing. If any product listed in this Agreement is discontinued or upgraded prior to delivery, VirTra shall extend the same pricing towards a comparable replacement that is functionally equivalent or an upgraded version.

Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

## **6. MODIFICATION**

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on Agency unless it is in writing and signed by an authorized representative of the Agency.

## **7. HAZARDOUS SUBSTANCES**

If any product being offered, delivered or supplied to the Agency is listed in the Hazardous Substances List of the Regulations of the Occupational Safety and Health Administration, or if the product presents a physical or health hazard, VirTra must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

## **8. SHIPPING AND RISK OF LOSS**

Goods shall be packaged, marked and otherwise prepared by VirTra in suitable containers in accordance with sound commercial practices. VirTra shall include an itemized packing list with each shipment and with each individual box or package shipped to the Agency. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by VirTra to Agency will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, VirTra agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at Agency's destination; and such loss, injury or destruction shall not release VirTra from any obligation hereunder.

## **9. INSPECTION AND RELATED RIGHTS**

All goods and services are subject to inspection, testing, approval and acceptance by the Agency. Inspection shall be made within prior to execution of the System Acceptance Checklist, shown in Exhibit C.

In the event that VirTra's goods are not accepted by Agency due to a material breach by VirTra, VirTra shall be liable to remedy, repair, or replace the rejected goods.

The rights and remedies of Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by Agency of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by VirTra, or of any other claim, right or remedy of the Agency.

Agency's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Exhibit C.

## **10. ADJUSTMENT BY COMPANY**

The Agency reserves the right to waive a variation in specification of goods or services supplied by VirTra. VirTra may request an equitable adjustment of payments to be made by Agency if Agency requires a change in the goods or services to be delivered. Any claim by VirTra for resulting adjustment of payment must be asserted within thirty (30) days from the date of receipt by VirTra of the notification of change required by Agency.

## **11. INVOICING**

VirTra shall invoice Agency on a periodic basis, in accordance with the pricing set forth in Exhibit B of the Agreement. Invoices shall be sent to the Agency customer or department referenced above or such other person or address as the Agency may provide to VirTra, in writing, from time to time. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: VirTra's complete name and remit-to address; invoice date, invoice number, and payment term; Agency contract number; pricing per the Agreement; applicable taxes; and total cost.

VirTra and Agency shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

## **12. AVAILABILITY OF FUNDING**

The Agency's obligation for payment of any fees or charges beyond the Initial Term is contingent upon the availability of funding and upon appropriation for payment to VirTra.

## **13. PAYMENT**

The Agency's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due thirty (30) days from the date of receipt of each invoice issued hereunder.



#### **14. OTHER PAYMENT PROVISIONS**

Notwithstanding anything to the contrary, Agency shall not make payments prior to receipt of service or goods (i.e. the Agency will not make "advance payments").

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

VirTra shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under VirTra's federal and state identification number(s).

#### **15. TERMINATION FOR CAUSE**

Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to the other party. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order, (b) violation by a party of any applicable laws or regulations; or (c) assignment or delegation by a party of the rights or duties under this Agreement without the written consent of the other party.

In lieu of terminating immediately upon default, the non-defaulting party may, at its option, provide written notice specifying the cause for termination and allow the defaulting party ten (10) days (or other specified time period in the written notice) to cure. If, within ten (10) days (or other specified time) after such notice has been given, the defaulting party has not cured the default to the reasonable satisfaction of the non-defaulting party, or if the default cannot be reasonably cured within that time period, the non-defaulting party may terminate this Agreement at any time thereafter.

#### **16. TERMINATION FOR BANKRUPTCY**

If VirTra is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of VirTra's insolvency, the Agency may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

#### **17. DISPUTES**

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be subject to mediation and then binding arbitration.

#### **18. ACCOUNTABILITY**

VirTra will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, VirTra must take immediate action to correct or resolve the issues.

#### **19. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT**

VirTra may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of Agency. Notwithstanding the foregoing, VirTra may transfer its rights and obligations under this Agreement in conjunction with a sale of all or substantially all of VirTra's assets.

#### **20. MERGER AND ACQUISITION**

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving VirTra. In the event of an acquisition, merger, divestiture or other transfer of rights VirTra must ensure that the enquiring entity or the new entity is legally required to:

- A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between VirTra and the Agency, including but not limited to: a) established pricing and fees; b) product support and maintenance until the contract is terminated; and c) no price escalation during the term of the Agreement.
- B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The Agency will not be required to pay any additional license or maintenance fee.
- C. Give the Agency prompt written notice following the closing of an acquisition, merger, divestiture or other transfer of rights involving VirTra.

#### **21. COMPLIANCE WITH ALL LAWS & REGULATIONS**

VirTra shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. VirTra's violation of this provision shall be deemed a material default by VirTra, giving Agency the right to terminate the Agreement. Examples of such Regulations include but are not limited to Occupational Safety and Health Act of 1970 and the standards and regulations issued there under. VirTra agrees to indemnify and hold harmless the Agency for any loss, damage, fine, penalty, or any expense whatsoever as a result of VirTra's failure to comply with the act and any standards or regulations issued there under.

#### **22. FORCE MAJEURE**

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities,

nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The Agency shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by VirTra. The Agency shall reserve the right to extend the agreement and time for performance at its discretion.

### **23. CONFLICTS OF INTEREST**

VirTra shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations. In accepting this Agreement, VirTra covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. VirTra further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. VirTra, including but not limited to VirTra's employees and subcontractors.

### **24. INDEPENDENT CONTRACTOR**

VirTra shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of Agency. VirTra shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Agency and VirTra. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of Agency, nor shall any such person be entitled to any benefits available or granted to employees of the Agency. VirTra is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

### **25. INSURANCE**

At all times during the Term of this Agreement, VirTra shall maintain insurance coverage commensurate with VirTra's obligations and liabilities hereunder.

### **26. DAMAGE AND REPAIR BY CONTRACTOR**

Any and all damages caused by VirTra's negligence or operations shall be repaired, replaced or reimbursed by VirTra at no charge to the Agency. Repairs and replacements shall be completed in a timely and expedient manner. The clean up of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from VirTra's vehicles or during performance shall be the responsibility of VirTra. All materials must be cleaned up in a manner and time reasonably acceptable to Agency (completely and immediately to prevent potential as well as actual environmental damage). VirTra must promptly report each incident to the Agency. Damage observed by VirTra, whether or not resulting from VirTra's operations or negligence shall be promptly reported by VirTra to Agency. Agency may, at its option, approve and/or dictate the actions that are in Agency's best interests.

### **28. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE**

VirTra represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Right of use to the material and supplies accepted shall pass directly from VirTra to Agency at the F.O.B. point, subject to the right of Agency to reject upon inspection.

### **29. INDEMNITY**

Neither party shall not be liable for, and each party shall defend, indemnify and hold harmless the other party and the employees and agents of the other party (collectively, the "Indemnified Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of a party or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of a party. A party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which a party is obligated to indemnify, defend and hold harmless the other party as set forth herein.

### **30. WARRANTY; MAINTENANCE**

VirTra shall provide the warranty and maintenance services set forth in Exhibit B to this Agreement. Except as expressly set forth therein, VirTra shall have no other maintenance or support obligations.

### **31. COOPERATION WITH REVIEW**

VirTra shall cooperate with Agency's periodic review of VirTra's performance. VirTra shall make itself available onsite to review the progress of the project and Agreement, as requested by the Agency, upon reasonable advance notice.

### **32. NON-DISCRIMINATION**

VirTra shall comply with all applicable Federal, State, and local laws and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with



Disabilities Act of 1990; and The Rehabilitation Act of 1973 (§§ 503 and 504), VirTra shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall VirTra discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. VirTra's violation of this provision shall be deemed a material default by VirTra giving Agency a right to terminate the Agreement for cause.

### **33. SEVERABILITY**

Should any part of the Agreement between Agency and VirTra or any purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

### **34. NON-WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by Agency. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the Agency so specifies.

### **35. USE OF COMPANY'S NAME FOR COMMERCIAL PURPOSES**

VirTra may not use the name of the Agency or reference any endorsement from the Agency in any fashion for any purpose, without the prior express written consent of the Agency.

### **36. HEADINGS AND TITLES**

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

### **37. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

### **38. EXECUTION & COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

### **39. NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Each party may designate their desired contact person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

### **40. SURVIVAL**

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

### **41. CONTRACT EXECUTION**

Unless otherwise prohibited by law or Agency policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Agency.

### **42. AGENCY POINT OF CONTACT**

Each party will identify a point of contact to facilitate the contractual relationship, be responsible and accountable for fulfilling the requirements under the Agreement. Updated contact information for each point of contact shall be provided to the other party from time to time, as necessary.

### **43. THIRD PARTY BENEFICIARIES**

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

#### **44. AUTHORITY**

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by an authorized representative, as evidenced by their signature as set forth in this Agreement.

#### **45. DATA AND OWNERSHIP**

All content generated or stored by the System that is related to the performance and activity of Agency personnel while using the System ("Content") shall be the sole and exclusive property of Agency. Agency acknowledges and agrees that the System provides certain Content backup and verification features and that preservation of the Content is the sole and exclusive responsibility of Agency.

Agency hereby grants VirTra a license to the Content for purposes including, but not limited to, measuring System performance and function, System maintenance, calibration, data aggregation for tests, training results, measurements, etc.

#### **46. CONFIDENTIAL INFORMATION**

"Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation to a party or any of its affiliates or representatives by the other party. Neither party shall, without the other party's written permission, use or disclose Confidential Information other than in the performance of its obligations under this Agreement. All Confidential Information shall remain the property of the party that developed or legally acquired the Confidential Information. Neither party shall acquire an ownership interest in the other party's Confidential Information by virtue of this Agreement. Each party shall defend, indemnify and hold the other party harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by that party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other party.

#### **47. LIMITATION OF LIABILITY**

Both parties' liability for damages to each other for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the greater of five hundred thousand dollars (\$500,000) or two (2) times the Total Agreement Value. For purposes of this Section, "Total Agreement Value" will mean the aggregate Agreement price and any subsequent amendments to this Agreement. In no event will either party be liable to the other party for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory. The foregoing limitation of liability shall not apply to: (i) any indemnity and defense obligations related to infringement of intellectual property, personal injury, death, property damage; (ii) willful misconduct, gross negligence, or fraud; or (iii) reasonable attorney's fees.

#### **48. OWNERSHIP PROPERTY**

Except as expressly set forth herein, Agency acknowledges and agrees that all right, title, and interest in and to the System (and the intellectual property rights associated therewith) provided to Agency under the terms and conditions of this Agreement shall, at all times, belong to VirTra or VirTra's partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the System to Agency. Notwithstanding the foregoing, VirTra may, in VirTra's sole discretion, transfer ownership of the System to Agency provided, however, that no transfer of intellectual property shall be inferred by such a transfer and continued use of the System after transference is permitted only by means of a continuing license from VirTra.

#### **49. TAXES**

Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of the Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from VirTra's quotes or Buyer's Purchase Orders.

#### **50. TAX EXEMPTION**

Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific goods and services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

## **Exhibit B Maintenance and Support Agreement**

During the term of the Agreement, and provided that Agency is in material compliance with the terms and conditions set forth in Exhibit B, VirTra includes the following maintenance and support at no additional charge. Notwithstanding the foregoing, warranty and support may be excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

1: VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.

\*Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit D.

- Install new VirTra training scenarios<sup>2</sup>
- Clean Computer, Monitor & Keyboard
- Perform Computer Diagnostics
- Clean Simulator Screens
- Upgrade to most current base library
- Recalibrate System
- Inspect Refill Station & Regulator
- Recondition & Test Recoil Kits
- Zero all Laser Based Items
- Test Threat-Fire™ Devices for Proper Functionality
- Test OC & Taser Devices for Proper Functionality
- Inspect & Test Speakers and Sound FX
- Provide a List of Inspected Items
- Provide User Refresher Training

2: Parts and Labor in the event of a non-functioning system or accessory.<sup>3</sup>

3: Use of VirTra's Advance Replacement Program.<sup>4</sup>

4: Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.

5: Simulator Computer and Projector Upgrade after five (5) years of deployment and if Contract renewal into sixth year of service. Other electronics and hardware to be upgraded at VirTra's discretion.

6: Travel expenses if a VirTra technician must travel to customer location.

7: Overnight Shipping on all replacement or repaired parts<sup>5</sup>

8: Remote Assistance<sup>6</sup>

1 – VirTra Operating Software Version 4 (VOS 4) will be automatically upgraded to the most current 4.XX.XX release during Annual visit. Hardware must be supported by the new release and have enough hard drive space available on the system.

2 – Agency will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible with Agency's system and, accordingly, no guarantee of additional scenarios is provided.

3 – TASER X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER handle.

4 – Limited Quantities and not available for all components.

5 – Where Available.

6 – Agency must allow remote access to System.

## Exhibit C System Acceptance Checklist

Initial Setup and Testing (Some items may not be applicable)

Visually Inspect the System and Explain it's Components

Open each box/container and verify all items are accounted for

Setup and Position Screen(s) and CPU Rack

Layout Speakers, All Wiring and Balance all Sound Levels

Install Training Platform (If Applicable)

Install and Allign all Projected Images and Camera Views

Test all Weapon Kits and Wireless Accessories

Ensure all User Manuals are Correct for System & Accessories

Instructional Training (\*\*Some items may not be applicable)

Explain Proper Maintenance and Enviornmental Conditions

Explain the importance of Firearm Safety

Explain and Demonstrate how to Install Weapon Kits

Explain and Demonstrate how to properly Maintain Weapon Kits

\*\*\*Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling

Explain and Demonstrate how to Fill the Weapon Magazines

Explain and Demonstrate how to Properly Boot Up and Shutdown the System

Explain the functionality of Wake-On-LAN

Explain and Demonstrate how to Run VOS™

Explain the Different Scenario Types and how to run Each Type of Scenario

Explain and Demonstrate how to Create Scenario Tags and Filters

Explain and Demonstrate how to Create Scenario Playlists

Explain and Demonstrate how to Add Scenario Favorites

Explain and Demonstrate Proper Projector Alignment

Explain and Demonstrate V-Tracking Camera Calibration through V-Tracking Tools

Explain and Demonstrate how to use Diagnostics through V-Tracking Tools

Explain Laser ID's vs Pulse Lengths

Explain and Demonstrate how to Add a New Weapon Kit

Explain and Demonstrate how to Enter a New Trainee

Explain and Demonstrate how to assign Trainee's and Weapons



- Explain and Demonstrate how to Zero a Weapon
- Explain and Demonstrate Directional Surround Sound
- Explain and Demonstrate how to run and Configure VirTra Accessory Controller
- Explain and Demonstrate how to use VirTra Wireless Devices
- Explain and Demonstrate how to Run a Video Scenario
- Explain and Demonstrate Scenario Branching
- Explain and Demonstrate Scenario Debrief
- Explain and Demonstrate Presentation Mode
- \*\*\*Explain and Demonstrate Low-Light
- \*\*\*Explain and Demonstrate TMaR
- \*\*\*Explain and Demonstrate Breach Door
- Explain and Demonstrate how to Create a Marksmanship Trainee Set
- Explain and Demonstrate how to Boresight in Marksmanship
- Explain and Demonstrate how to Run a Free Fire Course in Marksmanship
- Explain and Demonstrate how to Run a Pre-built Course in Marksmanship
- Explain and Demonstrate how to Run Marksmanship Debrief
- Explain and Demonstrate how to Create and Import a Custom Target
- Explain and Demonstrate how to Create and Import a Custom Course of Fire
- Explain and Demonstrate how to use VirTra Remote Desktop
- Explain how to access VirTra Administration, including as an Administrator
- Explain all Icons and their functions of VirTra Administration
- Explain the Safety Precautions and Waiver
- Explain what consumable items are
- Explain the VirTra Warranty and Customer Service & Support Procedures
- Show client where manuals are located for System/Accessories
- \*\*\*Explain and Demonstrate how to run V-Author™
- \*\*\*Explain and Demonstrate how to use the VirTra Pano Edit Tool
- \*\*\*Explain and Demonstrate how to Import a V-Author™ Scenario
- \*\*\*Explain and Demonstrate how to Export a New V-Author™ Scenario
- \*\*\*Explain and Demonstrate how to Author a Single Screen Scenario

**Exhibit D:  
Services, Equipment, and Pricing Summary**

Product Code	Product Description	Quantity
V-VICTA-01	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	1.00
V-180LE-1	VirTra Systems 180 LE-1 simulator system uses three interconnected screens to produce a more immersive training environment. Multi-directional training allows for scanning, situational awareness, acquiring and engaging moving targets and overcoming distractions. System includes LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). One year warranty and support services included.	1.00
VHU-BS-180	Eliminates the 5 inch black border between screens to increase immersion on VirTra 180 systems.	1.00
VATU-TMAR	Trainee monitor and recording. Real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators.	1.00
VATU-LL-G2X	Hardware and software for low light training, includes 2 flashlights. For use with advanced handheld lights only (VATU-FLT-G2X).	1.00
VATU-FLT-TLR1	Model TLR-1 laser-based weapon mounted flashlight. Not compatible with filter flashlight (Requires low light training).	2.00
VATR-M16	Advanced micro-switch activated tetherless rifle recoil kit for AR15, M4 and M16. Incorporates laser, supports tactical reload and instructor jamming capability. Includes one wireless programmable magazine. Requires VirTra's wireless station. (All recoil kits convert real firearms which must be supplied by the customer).	1.00
VATR-M16-MAG	Advanced refillable rifle magazine with pressure supply, shot counting (defaults to 30 rounds per magazine), rechargeable battery pack, and wireless communications. For use with the VATR-M16 recoil kit. (Requires the VWSA-RFS, VWSA-WS, and VWSA-RCS).	1.00



VWSA-VATRM16-AP	Adapter plate for the VATR-M16-MAG (Requires VirTra refill station).	1.00
VWSA-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	1.00
VTRK-G17-RK	Micro-switch activated tetherless handgun recoil kit for the Glock 17. Includes one Standard Magazine (All recoil kits convert real firearms which must be supplied by the customer).	2.00
VTRK-G17-SM	Additional Standard magazine for use with the VTRK-G17 recoil kits.	1.00
VWSA-VTRKG17-AP	Adapter plate for the VTRK-G17-SM (Requires VirTra refill station).	1.00
VATU-TFII	VirTra Systems patented Threat-Fire™ return-fire-simulator device delivers a safe and adjustable electrical impulse to simulate hostile fire and enhance realism during training. No eye-protection required (Requires wireless station).	1.00
VWSA-WS	Required for wireless recoil kits and the Threat-Fire™ to connect to the VirTra simulator (Only one wireless station needed per system).	1.00
VNLW-TAS-X26/P	TASER® X26 simulation cartridge. Fits both X26 and X26P live TASER® handles. (X26/P handles supplied by customer.)	1.00
VLSI-40MM-LSR	40MM laser based sponge round for use with tube launchers.	1.00

\$36,278.70



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2020

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).

<b>PRODUCER</b> Lovitt & Touché A Marsh and McLennan Agency, LLC 1050 W Washington Street, Suite 233 Tempe AZ 85281	<b>CONTACT NAME:</b> Tiffany Zelinko <b>PHONE (A/C, No, Ext):</b> 602-956-9950 <b>E-MAIL ADDRESS:</b> tzelinko@lovitt-touche.com		<b>FAX (A/C, No):</b> 602-956-2258
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Federal Insurance Company		<b>NAIC #</b> 20281
<b>INSURED</b> VirTra, Inc. VirTra Systems, Inc. 7970 S Kyrene Rd Tempe AZ 85284	VIRTSYS-C2	<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 45313007 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	35916537	3/11/2020	3/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73577294	3/11/2020	3/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79871478	3/11/2020	3/11/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71765122	11/18/2019	11/18/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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	Hired Auto Physical Damage			73577294	3/11/2020	3/11/2021	Hired Auto Comp Ded \$100 Hired Auto Coll Ded \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as additional insured as respects general liability coverage and if required in a written contract, subject to all policy terms, conditions, definitions and exclusions. General Liability coverage is primary and non-contributory if required by written contract. Waiver of Subrogation applies to the general liability if required in a written contract.

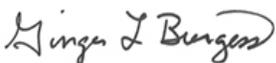
Waiver of Subrogation applies to Workers' Compensation if required in a written contract.

Project: VirTra STEP simulated firearm equipment/training - Quote 2816

See Attached...

### CERTIFICATE HOLDER

### CANCELLATION

City of St. Charles 2 E. Main St. St. Charles IL 60174	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 
--	---



## ADDITIONAL REMARKS SCHEDULE

AGENCY Lovitt & Touché A Marsh and McLennan Agency, LLC		NAMED INSURED VirTra, Inc. VirTra Systems, Inc. 7970 S Kyrene Rd Tempe AZ 85284	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City of St. Charles and any official, trustee, director, officer or employee of the City (plus holder or mortgagee as designated by the City), are Additional Insureds when required by written contract.

**Endorsement**

<i>Policy Period</i>	MARCH 11, 2020 TO MARCH 11, 2021
<i>Effective Date</i>	MARCH 11, 2020
<i>Policy Number</i>	3591-65-37 WCE
<i>Insured</i>	VIRTRA, INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	DECEMBER 19, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

**Who Is An Insured**

**Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

---

**Liability Endorsement**

*(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

***Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

**Authorized Representative**



*Endorsement*

*Policy Period* MARCH 11, 2020 TO MARCH 11, 2021  
*Effective Date* MARCH 11, 2020  
*Policy Number* 3591-65-37 WCE  
*Insured* VIRTRA, INC.  
  
*Name of Company* FEDERAL INSURANCE COMPANY  
  
*Date Issued* DECEMBER 19, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

**Conditions**

*Transfer Or Waiver Of Rights Of Recovery Against Others*

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

**WC 124  
(4-84)**

WC 00 03 13

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 11/18/18 at 12:01 A. M. standard time, forms a part of  
(DATE)

Policy No. (19)7176-51-22 of the FEDERAL INSURANCE COMPANY  
(NAME OF INSURANCE COMPANY)

issued to VIRTRA, INC.

Endorsement No. \_\_\_\_\_

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.\*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

AS REQUIRED PER WRITTEN CONTRACT

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

Name of person or organization

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

(x) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11-18-19

Policy No. (20) 7176-51-22

Endorsement No.

Insured VIRTRA, INC.

Premium \$ Incl.

Insurance Company Federal Insurance Company

Countersigned By \_\_\_\_\_

**City of St Charles CHANGE ORDER: Simulated Firearm Equipment and Training**

**Contract # \_\_\_\_\_ PO# \_\_\_\_\_**

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

**1. This Change Order is required due to** (check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Changed / Unforeseen Condition | <input type="checkbox"/> Errors and Omissions            |
| <input type="checkbox"/> Change in Scope                | <input type="checkbox"/> Renewal / Extension of Services |
| <input type="checkbox"/> _____                          |  |

**2. The effect of this change is** (check all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> Total Cost is increased by \$ _____      | <input type="checkbox"/> Extension of _____ (calendar / work) days        |
| <input type="checkbox"/> Material is increased by \$ _____        | <input type="checkbox"/> Extension of Completion Date from _____ to _____ |
| <input type="checkbox"/> Emergency Change, not to exceed \$ _____ |   |
| <input type="checkbox"/> _____                                    |   |

**3. Attachments Supporting Change Order** (check all that apply)

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Contractor's Proposal                                 | <input type="checkbox"/> other: _____ |
| <input type="checkbox"/> Description of Change (include Drawing if applicable) |                                       |

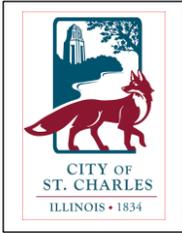
Change in Price		Change in Completion (days / calendar date)
Original Price <i>(reference Agreement cover page)</i> \$ _____	<b>a</b>	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i> \$ _____	<b>b</b>	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i> \$ _____	<b>c</b>	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i> \$ _____	<b>d</b>	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i> \$ _____	<b>e</b>	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
*if the new total price (d) exceeds the threshold level from which it was originally approved, the City Manager is required to sign his approval.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? <b>Yes or No</b>

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

For Office Use Only

**City Project Manager** \_\_\_\_\_ date \_\_\_\_\_

**Contractor/Professional Service Provider** \_\_\_\_\_ date \_\_\_\_\_



## VENDOR CODE OF ETHICS

The City of St. Charles is committed to a procurement process which fosters Fair and Open Competition, is conducted under the Highest Ethical Standards and enjoys the complete Confidence of the Public.

Each vendor who seeks to do business with the city is required to commit to the city's Vendor Code of Ethics.

1. **The Cone of Silence:** A Cone of Silence exists between bidders and city representatives to protect the integrity of the procurement process by shielding both parties from undue influences.
  - a. During the period beginning with the issuance of the solicitation document through the execution of the award document, bidders are prohibited from all communications regarding the solicitation with city representatives.
    - i. All questions and inquiries should be directed to [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov).
  - b. Any attempt by a bidder to influence a city representative, or to secure any unwarranted privileges or advantages, may be grounds to disqualify the bidder from participation in the solicitation and future solicitations.
2. **Contractor Responsibilities**
  - a. Contractors will complete the contract at the contracted price pursuant to the terms set forth in the contract.
  - b. Contractors will meet the quality standards as defined and clarified by city representatives.
  - c. Contractor will submit timely, accurate invoices, with required backup documentation, for goods and/or services performed under the contract.
3. **Gift Giving and Hospitality**
  - a. Bidders, contractors, or potential bidders or contractors, will not offer or give any gift, item or service of value, donations of items or services, meals or other hospitality, directly or indirectly, to a city representative, representative's family member, or other contractor doing business with the city that is in violation of the law.

## CONFLICT OF INTEREST

Please respond which of the below statements is accurate.

There is not a conflict of interest, however in the event that a conflict of interest is identified anytime during the duration of business dealings, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.

There is an affiliation or business relationship between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name: VirTra Inc.

Business Contact: Ryan Bray e-mail address rbray@virtra.com

Sales Contact: Steve Dilullo e-mail address steve.dilullo@virtra.com

Customer Service e-mail address service@virtra.com Date: 17 September 2020

## CERTIFICATION OF COMPLIANCE

1. The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.
2. The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is compliant with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.
3. The undersigned certifies that, pursuant to the Public Act 101-0221, Section 2-109, and the City of St. Charles Anti-Harassment Policy (adopted by ordinance on December 16, 2019), the bidder complies with and certifies that **Sexual Harassment Prevention Training** is provided at least once a year to all employees who work with City employees and/or on City property. The city may, at any time, request proof of the vendor's compliance, and the vendor will comply with evidence within two business days.
4. The undersigned certifies that, pursuant to the State of Illinois Law provisions of Section 720 ILCS 5/33E prohibiting **Bid-rigging or Bid-rotating**, the bidder is not barred from bidding on this project, or entering into a contract for this project.
5. The undersigned certifies that, pursuant to the **Federal Acquisition Regulation** (FAR 48 C.F.R. §52.203-2) the bidder agrees that:
  - a. Prices in the offer have been arrived at independently without consultation, communication, or agreement with any other competitor;
  - b. Prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other competitor before bid opening or contract award unless otherwise required by law; and
  - c. No attempt has been made or will be made by the bidder for the purpose of restricting competition.
6. The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
7. The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.
8. The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is compliant with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to Illinois Public Act provisions of Section 94-0515 and all provisions of the Employee Classification Act, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.
9. The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is compliant with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.
10. The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.
11. The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

The logo for VirTra De-Escalation is positioned at the top of the page. It features the word "VirTra" in a large, white, sans-serif font, with a horizontal line underneath it. Below this line, the words "De-Escalation" are written in a smaller, white, sans-serif font, also with a horizontal line underneath. The background of the logo area is a blue-tinted image showing two people standing in a virtual environment, possibly a street or a public space, with buildings and a car visible in the background.

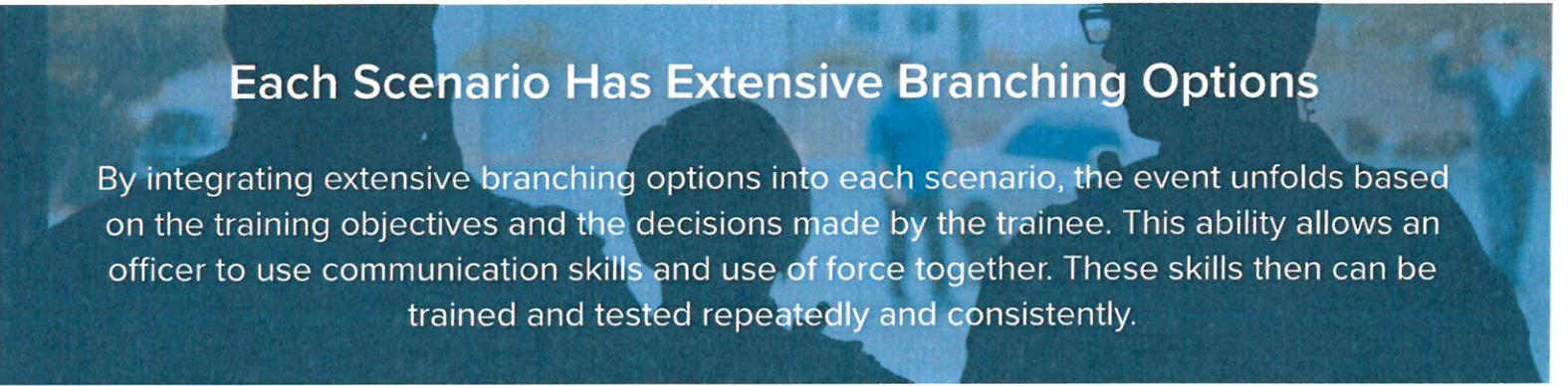
# VirTra

## De-Escalation

### De-Escalation: Training Scenarios

Law enforcement is a difficult job. Officers go to work knowing their time will be filled with mitigating harm, preventing crime and interacting with people with the best—and worst—intentions.

To prepare officers for these situations, VirTra simulators allow officers to practice and improve their de-escalation skills while increasing cognitive load. Each simulator is equipped with a wide variety of branching scenarios that allow for consistent communication, full toolbelt training, evaluation and AAR's for de-escalation methods, with accompanied curriculum.

The section header "Each Scenario Has Extensive Branching Options" is centered in a white, sans-serif font. It is set against a background image of a virtual training environment. The image shows several people in a dimly lit room, possibly a control room or a training area, with their faces partially visible. The overall color scheme is blue and white.

### Each Scenario Has Extensive Branching Options

By integrating extensive branching options into each scenario, the event unfolds based on the training objectives and the decisions made by the trainee. This ability allows an officer to use communication skills and use of force together. These skills then can be trained and tested repeatedly and consistently.

For example, one of VirTra's scenarios—"Bridge Baby"—is a student officer on patrol, when they are flagged down by a hysterical mother who says her husband took their baby and is threatening to hurt the child.

This scenario forces the training officer to confront the father and try to de-escalate the scenario. Depending on how the officer interacts with the subject on-screen, instructors can choose to have the subject provide more information, show extreme agitation or calmly cooperate.

Alternate endings are the power behind having de-escalation scenarios with dozens of realistic branching options. Trainees learn how to interpret a situation, keep their head on a swivel, talk with subjects and de-escalate a situation in a safe, controlled environment.

*More De-Escalation scenario examples on back*

# De-Escalation Scenarios Include:

## Juveniles Disturbing



This scenario is a teaching element for incidents best resolved through de-escalation, with a wide variety of possible outcomes.

## Mental Illness



This scenario tests the officer's proficiency in verbal and decision making skills, use of force progression and safety tactics.

## Suspicious Circumstance



Officers must utilize and demonstrate verbal, observation and investigative skills as the scenario progresses to a violent encounter.

## Pedestrian Contact



Officers are placed in a de-escalation scenario as subjects become verbally resistive.

## Traffic Stop



This scenario places the student in a judgmental use of force encounter, testing their verbal de-escalation, observation and decision-making skills.

## Autism Awareness



This scenario teaches officers how to recognize and best interact with individuals with Autism.

These are a small sample of VirTra's De-Escalation scenarios. For more information, please visit [VirTra.com](http://VirTra.com) or contact a sales representative.



# VirTra

---

## V-VICTA™

---

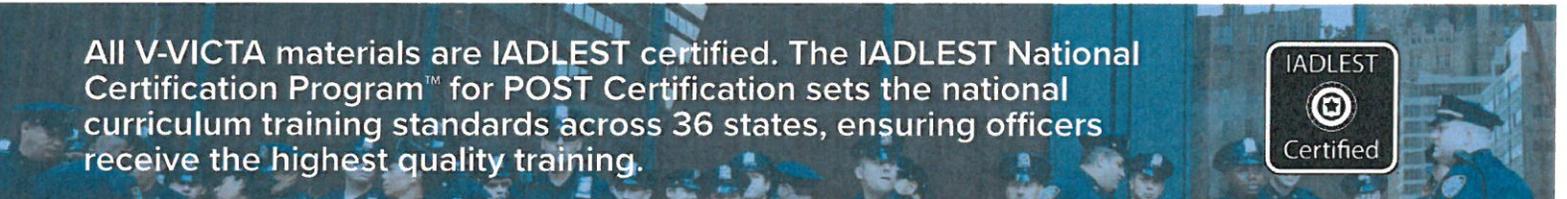
### V-VICTA: Virtual Interactive Coursework Training Academy

One of the most important aspects of law enforcement training is the quality of the content. V-VICTA's curriculum and scenarios are designed to teach, train, test and sustain officers in crucial, potentially life-saving skills while increasing their cognitive load.

This all-in-one solution provides the Instructor the necessary tools to instill proper training and knowledge transfer—both inside and out of the simulator.

### Each V-VICTA Curriculum Includes:

- Pre- and post-tests
- Instructor presentations
- Recent after-action reports
  - Scoring Rubric
- Relevant case law
- Corresponding scenarios
- Certification by 36+ States POST
  - And more.



All V-VICTA materials are IADLEST certified. The IADLEST National Certification Program™ for POST Certification sets the national curriculum training standards across 36 states, ensuring officers receive the highest quality training.



### Newly Released Curriculum Includes:

- Active Threat/Active Killer
  - Autism Awareness
- Contact and Cover Concepts
  - High-Risk Vehicle Stop
- Human Factors in Force Encounters
- Injured Officer Handgun Manipulation
- Mental Illness Training: A Practical Approach
  - TASER Targeting
- Tourniquet Application Under Threat
  - Weapon Transitions

All curriculum is developed exclusively with nationally-recognized partnerships, including:

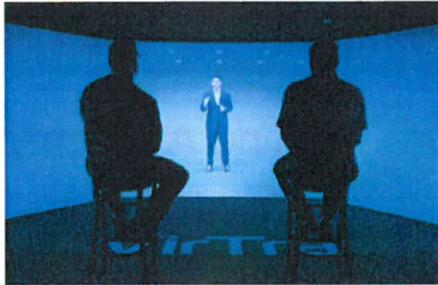


Southwest Autism Research & Resource Center



Force Science® Institute Ltd.

## Autism Awareness



This curriculum teaches officers how to distinguish Autistic behavior from other behaviors, such as alcohol use or deception.

## Contact and Cover



Contact and Cover is designed to teach officers how to correctly identify threats to the team, respond appropriately to any threat, etc.

## Human Factors



To provide the best training, one must understand how the brain collects, processes and uses information.

## Tourniquet Application



This course teaches trainees how to apply tourniquets during events, with both partner drills and solo.

## High Risk Vehicle Stop



Officers go through various training points and assailants as they follow one of hundreds of paths towards resolution.

## TASER Targeting



Trainees learn the best way to utilize a TASER in the field.



The V-180™ is the higher standard for decision-making simulation and tactical firearms training. Three screens and a 180-degree immersive training environment ensures that time in the simulator translates into real world survival skills. The system reconfigures to support 9 lanes of individual firing lanes.

## V-180™ SYSTEM FEATURES AND CAPABILITIES

- Fully immersive 180-degree environment
- Real-life scenarios and marksmanship training capability
- Seamless high resolution video
- Debrief and record a trainee's performance, judgment, and reaction time
- Multi-directional surround sound for unsurpassed audio realism
- Arsenal of recoil kits available for most firearms
- One year "Best in the Industry" warranty with 24/7 service and technical support

"I would highly recommend this system to other chiefs in other areas and make it part of their training course."

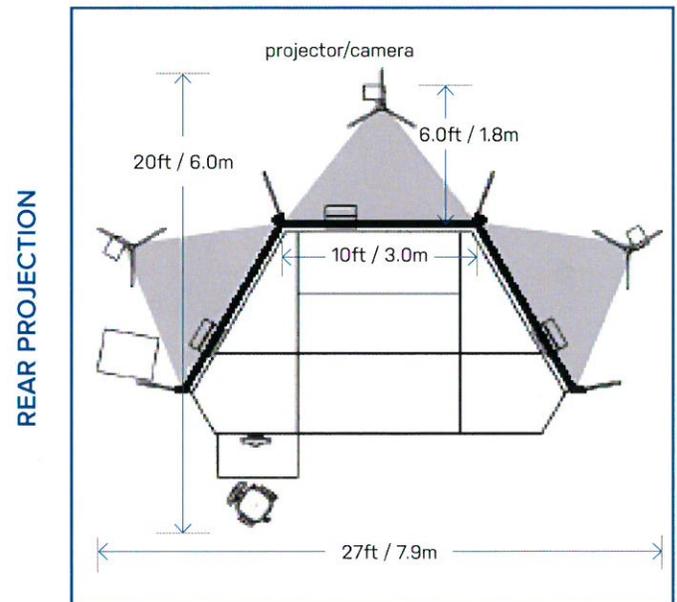
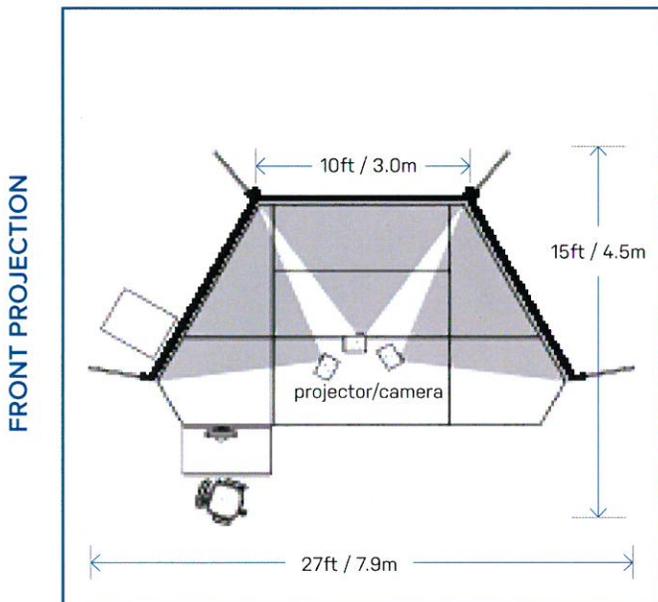
*Ellis C Jackson Chief of Police, Thomasville Georgia*

**VirTra**

# V-180™ IN ACTION!



## FOOTPRINT & CONFIGURATION



### SYSTEM SPECS

4 computers  
 Rack mount chassis  
 Intel® processors  
 Hi-end graphics cards  
 8GB RAM

3 - XGA DLP projectors  
 3 - 10' x 7.5' projection screens  
 3 - Self powered monitor speakers with +10db input  
 3 - Gigabit laser tracking cameras  
 Dual monitor with backlit keyboard and optical mouse



Scan the QR code with your smart phone device or visit [virtra.com/v-180](http://virtra.com/v-180) to learn more.

# VirTra

7970 S. Kyrene Rd. Tempe, AZ 85284 USA  
 800.455.8746 | 480.968.1488 | [sales@virtra.com](mailto:sales@virtra.com) | [VIRTRA.COM](http://VIRTRA.COM)

FOLLOW US ON SOCIAL MEDIA

[facebook.com/virtrasystems](https://facebook.com/virtrasystems)

[@virtrasystems](https://twitter.com/virtrasystems)

[youtube.com/virtrasystems](https://youtube.com/virtrasystems)