

RESOLUTION NO. 25-02

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A VIRTRA 300 DE-ESCALATION SIMULATOR FROM VIRTRA, INC. IN THE TOTAL AMOUNT OF \$247,355.72.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and VirTra, Inc. for the purchase of a VirTra 300 De-escalation Simulator in the total amount of Two Hundred Forty-Seven Thousand Three Hundred Fifty-Five Dollars and Seventy-Two Cents (\$247,355.72) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 10th day of October, 2024.

CITY OF PANAMA CITY BEACH

By: 
Stuart Tettemer, Mayor

ATTEST:


Lynne Fasone, City Clerk

AGREEMENT WITH VIRTRA

The City of Panama City Beach's (hereinafter the "City") purchase of a De-Escalation Training Simulator with associated hardware, software, maintenance and training with Seller, **ViTra**, (collectively referred to herein as "Vendor") shall be upon the terms and conditions set forth herein and documents attached hereto as Exhibits A, B, and C. To the extent of any conflict with provisions in the Vendor's standard terms and conditions as set forth in Exhibits B and C, the provisions in this Agreement and Exhibit A will prevail. Collectively, this Agreement, including other terms or documents or information incorporated by reference, and Exhibits A, B and C shall be referred to as "this Contract".

1. **SCOPE OF SERVICES.** Vendor shall provide hardware, software, and support and maintenance that are, at a minimum, consistent and in compliance with the Scope of Services attached hereto as Exhibit A and included in the City's PCB24-35 RFP De-Escalation Training Simulator. Vendor further agrees to comply with all terms and conditions set forth in the City's Standard Terms and Conditions included in the City's PCB24-35 RFP De-Escalation Training Simulator, which terms are expressly incorporated herein and shall be construed as being included in Exhibit A. If Vendor's terms attached as Exhibit B and C deliver terms or services above and beyond those required by Exhibit A, Vendor's terms shall control. If Vendor's terms provide support or services less favorable to the City, Exhibit A shall control.

2. **PAYMENT.** The City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by the City shall be made in compliance with said Act. Vendor agrees to invoice the City no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. The City will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Panama City Beach, Finance Department, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

3. **NON-APPROPRIATION.** All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the Panama City Beach City Council. In the event of non-appropriation of funds by the Panama City Beach City Council for the goods and/or services provided under this Contract, the City will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, Vendor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and The City shall not be obligated under this Contract beyond the date of termination.

4. **TERMINATION.** All provisions in this Contract providing for payment by the City as liquidated damages or as a cancellation fee or based upon acceleration of fees, if any, are hereby deleted. All provisions that provide a security interest in property being purchased or owned by the City, if any, are hereby deleted. All provisions that authorize the Vendor to repossess property or take action outside of court proceedings in response to the City's breach of contract, if any, are hereby deleted.

5. **LIABILITY.** All provisions that require the City to assume liability or to indemnify, defend or hold harmless are hereby deleted. The City does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential,

exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract.

6. **DISPUTES.** All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Bay County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.

7. **NOTICE.** In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the City shall be provided to the City Manager, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

8. **ASSIGNMENT.** Vendor may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the City.

9. **ACCESSIBILITY.** Any information, records, data or documentation provided by the Vendor that is made available to the city or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (w3c) w3c 2.1 AA accessibility guidelines.

10. **ENDORSEMENT.** All provisions that allow another to use the City's name in any advertising, endorsement or promotion are hereby deleted.

11. **ELECTRONIC SIGNATURES.** Unless waived by the City, this Contract shall not be executed via electronic signatures.

12. **PUBLIC RECORDS.** VENDOR understands and agrees that The City is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the contract are subject to disclosure pursuant to the Florida Public Records Law. VENDOR agrees to retain public records, and upon request by The City provide to The City those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.. A request to inspect or copy public records relating to this Contract for Services must be made directly to the City and VENDOR shall not release a public record in response to a request arising from anyone other than the City. To the extent VENDOR is "acting on behalf of the City" VENDOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., VENDOR shall (1) Keep and maintain public records required by the City to perform the Services; (2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the VENDOR does not transfer the records to the City; (4) Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the VENDOR or keep and maintain public records required by the City to perform the Service. If the VENDOR transfers all public records to the City upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(ii) The VENDOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by VENDOR. In the event of such breach, in addition to all other remedies available, VENDOR shall pay to The City all incidental and consequential damages arising from such breach, including

attorneys' fees and costs incurred by the City in defending a public records action as well as those assessed against the City in such public records action.

(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the City. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the City's City Attorney's Office or the City Clerk's Office; provided that the VENDOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by VENDOR.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32901, Telephone: 850.233.5100, Email: cityclerk@pcbfl.gov.

13. **E-VERIFY.** The Vendor understands that contracts with the City are subject to Florida Statutes, §448.095(2) and the Vendor agrees to comply with the requirements of said statute. The Vendor shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the City reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

IN WITNESS WHEREOF, the parties set forth above have set their hand and seal.

The City:

The City of Panama City Beach, a Florida municipal corporation

By: 

Drew Whitman
As City Manager

Date: 10-16-24

ATTEST:



Lynne Fasone, City Clerk

SELLER, ViTra.:


Alanna Boudreau (Oct 2, 2024 10:36 EDT)

By: _____
Name: _____
As Authorized Agent

Date: _____ CFO

Note: correct spelling is VirTra

PCB24-35 DE-ESCALATION TRAINING SIMULATOR

SCOPE OF SERVICES

The City of Panama City Beach is seeking qualified providers to submit proposals that demonstrate a thorough understanding of law enforcement training needs and innovative approaches to virtual reality simulation. Officers are required to hone their skills to better evaluate situations, slow the situation, and de-escalate incidents whenever possible. Instant decision-making skills are imperative, especially for the first officer to arrive on scene. Cutting-edge training aids in the successful conclusion of these encounters.

MINIMUM QUALIFICATIONS

- A. Proposer must have a successful track record of providing similar products and services.
- B. Proposer must be the manufacturer or authorized distributor of the system being proposed.
- C. Proposer must complete all required proposal documents.

SYSTEM SPECIFICATIONS

Proposals should outline the capabilities of the proposed system, including scenario customization options and interactive features. Additional information should be provided pertaining to the Proposer's customer service and technical support.

The training simulator shall provide law enforcement virtual reality scenarios (100 scenarios at a minimum) such as, but not limited to:

- Domestic Violence
- Active Shooter
- Use of Force
- Public Disturbances
- Emotionally Disturbed Persons, Suicidal Suspect, and Mental Illness
- Customer Service, Community Service, and a Duty to Intervene

Specifications include but are not limited to:

1. Yearly vendor updates of training scenarios.
2. Reality based scenarios should have the ability to be built or changed by the instructor before and during training sessions.
3. An expansive character database (suspects/hostages/innocents)
4. The ability to support up to three (3) or four (4) users simultaneously.
5. Provide a 300-degree environment surrounding trainees/officers.
6. Multidirectional audio and seamless real video.
7. Simulator should be configurable to fit in various spaces.
8. Operating system should include battery backup and complete audio/projection equipment for a turnkey operation.
9. Wireless weapons/tool platforms with reality recoil effects to simulate the use of: Pepper Spray, Tasers, Flashlights, Glock 45 pistols (with or without optics), AR-15/M4 (with or without optics).
10. Simulator must include a return fire device.

Exhibit

A

PCB24-35 DE-ESCALATION TRAINING SIMULATOR

11. One year warranty shall be included in the purchase price. Proposer should provide pricing to extend the warranty on a yearly basis. Warranty shall run concurrent with software/scenario updates/renewal.

TRAINING

Proposer shall provide an initial training class on the use and operation of the simulator; proposal should also outline the costs (if any) for additional training classes if requested. Date and time of training to be coordinated between the City and successful Proposer.

TERMS

1. Proposals shall be valid for ninety (90) days from the date of opening.
2. The successful Vendor, with approval from City Council, will enter into a contract with the City of Panama City Beach.
3. The initial contract term shall be one (1) year from date of installation, and by mutual agreement between the City and the awardee, be renewable for four (4) additional one (1) year periods upon satisfactory performance by the Vendor unless otherwise earlier terminated.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]



Panama City Beach PD



Exhibit B

Account Name	Panama City Beach Police Department	CustID	0623-02031
Contact Name	Jason Jones	Created Date	8/1/2024
Phone	8502498031	Quote Number	00009526
Email	jason.jones@pcbfl.gov	Expiration Date	10/31/2024
Ship To Name	Panama City Beach Police Department	Prepared By	Tom Cameron
		Phone	(480) 968-1488
		Email	tcameron@virtra.com

Notes: 85-8012646361C-4. Customer is TAX-EXEMPT.

Product	Product SKU	Product Code	Product Description	Sales Price	Quantity	Total Price
VirTra Virtual Interactive Coursework and Training Academy™	7001000	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.	\$0.00	1.00	\$0.00
VirTra 300 LE (w/ 1 year warranty)	1300000	V-300LE-1	VirTra Systems 300 LE-1 simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with 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.	\$160,292.53	1.00	\$160,292.53
VirTra V-300® Borderless Projection Screen-FP	1300050	VHU-BS-300-FP	Eliminates the 5 inch black border between screens to increase immersion on VirTra V-300® systems. Front Project Black Backed Screens.	\$11,530.39	1.00	\$11,530.39
VirTra V-300® Installation/Training	8000300	V-300-INSTL	VirTra Installation and Training for one (1) V-300® System. Includes all travel and expenses in the CONUS.	\$7,643.13	1.00	\$7,643.13
VirTra Tetherless-Glock 45	4004501	V-G45-KIT-1	Glock 45 Tetherless laser recoil kit with proprietary True-Fire™ technology to eliminate false-fire and double-shots during simulation training. Includes one G17 standard magazine. (All recoil kits convert real firearms which must be supplied by the customer).	\$5,571.44	2.00	\$11,142.88
VirTra						

Tetherless-Glock 17-Adapter Plate	4001710	V-G17-SM-AP	Adapter plate for the V-G17 (Requires VirTra refill station).	\$585.97	1.00	\$585.97
VirTra Tetherless M4 AR15 M16 Kit	4010400	V-M4-KIT-1	M4 AR15 M16 Tetherless laser recoil kit. Includes one standard magazine. Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer).	\$6,072.93	1.00	\$6,072.93
VirTra M4 SM and ASM Adapter Plate	4010407	V-M4-SM/ASM-AP	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	\$585.97	1.00	\$585.97
OC Canister-MK3	5000501	V-OCC-MK3	Laser-based MK3 model OC training device.	\$2,614.76	1.00	\$2,614.76
TASER® 7 Simulation Cartridge Package D	5000556	V-T7-3.5/3.5	TASER 7® simulation cartridge package D: Simulates two (2) stand off (3.5 deg.) probe spreads for TASER 7 deployments in VirTra simulations. Operates in live, customer supplied TASER 7 device. Includes one USB charging cable.	\$3,954.31	2.00	\$7,908.62
Handheld Flashlight-G2X	5000201	V-FLT-G2X	G2X laser-based handheld flashlight.	\$1,009.70	2.00	\$2,019.40
V-Threat-Fire®	5000610	V-TF	VirTra's patented V-Threat-Fire® return-fire simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse or vibration to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	\$4,406.69	1.00	\$4,406.69
Refill Station	5000750	V-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty. Includes travel case.	\$5,368.96	1.00	\$5,368.96
Service Plan - V-300® - Annual	8000821	SP-V300-A	Additional year annual service agreement to include telephone support, remote assistance, labor, Screens, Projectors, Cameras, Computers, Truss System, Cabling, Accessories (refill stations, magazines, recoil kits, non-guns, and V-Threat-Fire®), travel, Minor build software upgrades and hot-fixes included i.e., VOS 5.x , Security patches, security upgrades included , and 2-day shipping. Annual service and maintenance visit from a VirTra technician upon request. Includes all travel and expenses in CONUS. [Payment due in full upon receipt of order acceptance, no cancellations as this is a subscription plan.]	\$25,683.49	1.00	\$25,683.49

Total Price	\$245,855.72
S&H	\$1,500.00
Grand Total	\$247,355.72

Sales Terms and Conditions for Direct Sales to End Users/Buyer

1. Precedence. This Sales Terms and Conditions for Direct Sales to End Users/Buyers "Agreement" applies to Buyer's purchase of Goods and Services, as defined below, when purchased directly from VirTra "Seller". Any purchase of Goods and Services sold by Seller is expressly subject to and conditioned upon the terms and conditions set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound by this Agreement. Any different or conflicting additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller. Now therefore, for good and valuable consideration the receipt and

sufficiency of which is hereby acknowledged by the parties, the parties agree as follows.

2. Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means without limitation, the articles, products, accessories, and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.

3. All Sales Final. All sales are final, and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller's Return Merchandise Authorization (RMA) form.

4. Restocking Fees. In Seller's sole discretion, all returns, refunds, or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

5. Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the remaining 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit card payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. An additional 3% fee will be charged to cover processing costs. Seller may at its sole discretion invoice parts of an order separately. No discounts shall be given for early payments.

6. Suspension or Cancellation: Seller may suspend or cancel Buyer's order for any failure by Buyer to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

7. Late Payments. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.

8. 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 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 Seller's quotes or Buyer's Purchase Orders.

9. Tax Exemption. If Buyer requests tax exempt status, then 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 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.

10. Shipping, Title, Risk of Loss. Shipping and handling costs will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Seller shall invoice upon shipping. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

11. Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

12. Not for Resale or Export. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

13. Regulations and Restrictions. Buyer agrees to comply with all applicable laws, codes and license requirements, and

LIMITATION & EXCLUSIONS

The following terms and conditions govern the sale of this service contract between VirTra Inc. ("VirTra") and the original purchaser of the product ("Customer") in the continental United States. By purchasing, Customer agrees to be bound by and accepts these terms and conditions identifying how VirTra will support the VirTra Inc.(s) ("Equipment"). This agreement may not be canceled and Customer will not receive a refund of any amount paid hereunder. This warranty will be effective for a span of one (1) calendar year from the date of installation and acceptance of Equipment by Customer. Customer may purchase an additional warranty to extend beyond the first year coverage period. Additional warranties are available in calendar years based upon the original date of installation. Warranty is only valid for equipment installed within the 48 continental United States.

1.0 VirTra Obligations. VirTra's basic obligation shall be to ensure Equipment remains free from defects in materials and workmanship. VirTra will provide a Service Manager available with telephone support that can be contacted (for hardware or software issues). VirTra also must continue to develop the software in support of the Equipment, to include fixes and updates, improvements in operation, and new features – provided free of charge during the extended warranty period. If issues cannot be corrected by e-mail, teleconferences, or by shipping equipment back to VirTra/Customer, then VirTra will send a qualified technical support representative to the location for on-site service.

2.0 Customer Obligations. The Customer has responsibility for exercising reasonable care in operating, handling and maintaining the Equipment. Customer acknowledges and agrees that VirTra may subcontract performance of certain services hereunder to third parties selected by VirTra. VirTra may, at its sole discretion, leave spare parts for Equipment with Customer. Customer must maintain consumable items such as projector bulbs, CO2 tanks, and batteries. Equipment operation, handling, and maintenance procedures are covered by documentation which will be provided with the equipment. Equipment failure or damage which is attributable to the Customer's, or a third-party's, rough treatment, abuse, misuse, neglect, additions, adjustment, or modification is the responsibility of the Customer. The Customer is expected to work promptly with VirTra's service technician to resolve equipment problems. Customer is also responsible for notifying VirTra once replacement parts are received. Customer certifies they will maintain all Equipment and parts in a safe, secure and in an environmentally controlled area. This area must include, but not limited to, controllable HVAC, and must protect against electrical surges and black or brown outs. VirTra strongly recommends the purchase and use of uninterrupted power supplies (UPS) and high-quality surge protectors for equipment.

3.0 Replacement Products and Parts. VirTra, at its sole discretion, may replace the failed Equipment or any part thereof, with a product of comparable or greater specified functionality which may be of a different model or manufacturer. Replacement products and parts become Customer's property; returned Equipment becomes property of VirTra. VirTra has no obligation to return replaced products or parts to the Customer.

4.0 Excluded Services. The following services are specifically excluded from this contract, and any excluded services performed by VirTra may be subject to additional charges. (a) Repair of damage to the Equipment resulting from accident; improper packaging by Customer; Customer negligence; misuse; unauthorized repairs; failure of electrical power, air conditioning, humidity control, vandalism, fire, water damage or other casualty resulting from causes beyond the control of VirTra. (b) Installation of 3rd party software in violation of operating procedures. (c) Repair or replacement of equipment without prior consent of VirTra.

5.0 Limitation of Liability. (a) Coverage under this contract does not insure uninterrupted operation of the Customer's Equipment. VirTra's maximum liability under this contract will be limited to replacing the failed Equipment under dispute with comparable equipment. (b) No Consequential Damages. VirTra SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, USE, OR DATA FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, UNDER ANY LEGAL THEORY, EVEN IF VirTra

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) Disclaimer of Warranties. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND ARE WITHOUT A WARRANTY OF ANY KIND. VirTra DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.0 Termination for Cause. VirTra shall have the right to terminate this contract immediately upon written notice in the event that Customer violates any provision of this contract, including (without limitation) failure to make payment and if such violation remains un-remedied for more than thirty (30) days after Customer receives notice of the violation from VirTra; or in the event that Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (iii) becomes insolvent; (iv) makes a general assignment for the benefit of its creditors; or (v) becomes subject to direct control by a trustee, receiver or similar authority.

7.0 Concurrent Remedies; Attorneys' Fees. The rights and remedies set forth in this contract may be exercised concurrently or separately by VirTra without waiver of any of the rights or remedies otherwise existing at law or in equity. In the event of Customer's default, VirTra shall have the right to collect all expenses of collection and recovery, including reasonable attorneys' fees.

8.0 Obligation to Pay. Customer's obligation to pay all charges which shall have accrued during the term of this contract shall survive any termination of this contract.

9.0 Assignment. This contract may be assigned by VirTra to any other party without notice to Customer; provided, however, that any assignee shall be responsible to Customer as set forth in this contract and VirTra shall promptly notify Customer of any such assignment. In such an event, reference to "VirTra" in this contract shall be deemed to be a reference to the assignee and such provision shall apply to any subsequent assignment by any assignee. This contract may not be assigned by Customer.

10.0 Governing Law. This contract shall be construed in accordance with Arizona law as if entered into between two parties residing in Arizona and wholly performed within Arizona.

11.0 Notices. Any notice given under this contract (except for routine requests for service) shall be in writing and shall be deemed effective, upon delivery, to the address specified on the contract, or such other address as the parties may provide each other from time to time by written notice.

12.0 Severability; Waiver. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this contract shall be enforced to the maximum extent possible. No waiver of any provision of this contract by either party shall be deemed to be an ongoing waiver of such provision by such party.

13.0 Force Majeure. VirTra shall not be liable for failure to service the Equipment when such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil and military authority, strikes, flood, epidemics, war, riots, delays in transportation and inability due to causes beyond its reasonable control to obtain necessary labor or materials or replacement products or components thereof.

14.0 Entire Agreement. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall be binding on the parties and their respective successors and assigns and shall supersede any additional or conflicting terms of any other document. This contract may not be modified or amended unless agreed to by both parties in writing.

controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

14. Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which the parties agree would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.

15. Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

16. Reverse Engineering. Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra, and the parties agree that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications.

17. Severable Provisions. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

18. Limitation of Liability. To the maximum extent allowed by law, in no event shall Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating in any way to any purchase from Seller exceed the amounts received by Seller under the relevant purchase order, notwithstanding third-party purchases. In no event will Seller be liable for any 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, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the Warranty. Seller disclaims any representation that it will be able to repair any product under Warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

19. Relationship of Parties. Nothing contained in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other. Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller. The parties agree that such consent shall not be unreasonably withheld.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and replaces any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this Agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.

21. Governing Law, Jurisdiction, and Venue. The laws of the State of Arizona, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transactions.

22. Warranty. Seller warrants the product manufactured by Seller for a period of one year from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the

time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. For third party Products not manufactured by Seller, Seller's only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment. Product and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for any and all equipment damaged or destroyed by improper handling, use or misuse.

To the maximum extent permitted by law, Seller's Warranty and the remedies set forth in that Warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. Seller may provide VirTra certified refurbished parts. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in this warranty statement. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have.

23. Buyer Ordered Delivery Delay. In the event of a delivery delay ordered by Buyer, the parties agree to make use of the following: Whereas the Customer has purchased certain products and services from VirTra under the Purchase Order; and Whereas the Customer has directed VirTra to hold and store within its premises the delivery until further notice; and Whereas VirTra shall ship the products FOB destination; and Whereas this Addendum does not operate as an acceptance of goods by the Customer. Now therefore, the parties agree that that VirTra has met its delivery obligations under the terms of sale upon meeting the following condition: VirTra shall provide to Customer photographs documenting that the Purchase Order is ready for shipment. An email from Buyer citing this section 23 shall be sufficient for the parties to process as described herein.

-Signature follows -

The Buyer agrees that this Agreement shall govern all purchase orders and related transactions.

Buyer:

Signature: _____

Printed Name: _____

Date: _____

SELECT PAYMENT METHOD

Credit Card; include contact information only (subject to limits)

Purchase Order:

Check:

Other (please specify):



FOR PRODUCTS: V-300, V-180 AND V-ST PRO

PLAN COSTS

VirTra's Annual Service Plan is calculated at 10% of total system investment. This includes all accessories and options; not to include installation, training and S&H charges. Service Plan start date occurs on Installation and Training signoff for delivered equipment.

PLANS INCLUDE

1. VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.
 - **Upgrade VirTra Operating System (VOS) Features¹**
 - **Install new VirTra training scenarios²**
 - 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.³
3. Use of VirTra's Advance Replacement Program.⁴
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. Travel expenses if a VirTra technician must travel to customer location.
6. Overnight Shipping on all replacement or repaired parts⁵
7. Remote Assistance⁶

1) VirTra Operating Software Version will be automatically upgraded to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. 2) Customer's under a valid Annual Service Plan will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible depending on the VOS version installed on their system. 3) TASER X26 blue handle units found to be defective under an Annual support plan will be replaced with laser sim cartridges and customer will be required to supply working TASER handle(s). 4) Limited Quantities and not available for all components. 5) Where Available. 6) Customer must allow access.



FOR PRODUCTS: V-300®, V-180® AND V-ST PRO® Deployed in the CONUS

PLAN COSTS

VirTra's Annual Service Plan is calculated at 10% of total system investment. This includes all accessories and options; not to include installation, training and S&H charges. Service Plan start date occurs on Installation and Training signoff for delivered equipment.

PLANS INCLUDE

1. VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.
 - **Update VirTra Operating System (VOS) features**
 - **Install new VirTra training scenarios**
 - 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.
3. Use of VirTra's Advance Replacement Program.
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. Travel expenses if a VirTra technician must travel to customer location.
6. Overnight Shipping on all replacement or repaired parts.
7. Remote Assistance.

Notes to items 1 through 7 above: a) VirTra Operating Software Version will be automatically updated to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. b) Customers under a valid Annual Service Plan will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible depending on the VOS version installed on their system. c) TASER X26 blue handle units found to be defective under an Annual support plan will be replaced with laser sim cartridges and customer will be required to supply working TASER handle(s). d) VirTra will make commercially reasonable efforts to service properly RMA'd parts but there are limited Quantities and certain components may not be available. e) Customer must allow physical and/or remote access as needed.

LIMITATIONS & EXCLUSIONS

The following terms and conditions govern the sale of this service contract between VirTra Inc. ("VirTra") and the original purchaser of the product ("Customer") in the 48 continental United States. By purchasing, Customer agrees to be bound by and accepts these terms and conditions identifying how VirTra will support the VirTra Inc.(s) ("Equipment"). This agreement may not be canceled and Customer will not receive a refund of any amount paid hereunder. This warranty will be effective for a span of one (1) calendar year from the date of installation and acceptance of Equipment by Customer. Customer may purchase an additional warranty to extend beyond the first year coverage period. Additional warranties are available in calendar years based upon the original date of installation. Warranty is only valid for equipment installed within the 48 continental United States (the 48 connected states and District of Columbia).

1.0 VirTra Obligations. VirTra's basic obligation shall be to ensure Equipment remains free from defects in materials and workmanship. VirTra will provide a Service Manager available with telephone support that can be contacted (for hardware or software issues). VirTra also must continue to develop the software in support of the Equipment, to include fixes and updates, improvements in operation, and new features – provided free of charge during the extended warranty period. If issues cannot be corrected by e-mail, teleconferences, or by shipping equipment back to VirTra/Customer, then VirTra will send a qualified technical support representative to the location for on-site service.

2.0 Customer Obligations. The Customer has responsibility for exercising reasonable care in operating, handling and maintaining the Equipment. Customer acknowledges and agrees that VirTra may subcontract performance of certain services hereunder to third parties selected by VirTra. VirTra may, at its sole discretion, leave spare parts for Equipment with Customer. Customer must maintain consumable items such as projector bulbs, CO2 tanks, and batteries. Equipment operation, handling, and maintenance procedures are covered by documentation which will be provided with the equipment. Equipment failure or damage which is attributable to the Customer's, or a third-party's, rough treatment, abuse, misuse, neglect, additions, adjustment, or modification is the responsibility of the Customer. The Customer is expected to work promptly with VirTra's service technician to resolve equipment problems. Customer is also responsible for notifying VirTra once replacement parts are received. Customer certifies they will maintain all Equipment and parts in a safe, secure and in an environmentally controlled area. This area must include, but not limited to, controllable HVAC, and must protect against electrical surges and black or brown outs. VirTra strongly recommends the purchase and use of uninterrupted power supplies (UPS) and high-quality surge protectors for equipment. Customer's breach of this clause may void warranties and result in VirTra billing Customer for service trip and repairs.

3.0 Replacement Products and Parts. VirTra, at its sole discretion, may replace the failed Equipment or any part thereof, with a product of comparable or greater specified functionality which may be of a different model or manufacturer. Replacement products and parts become Customer's property; returned Equipment becomes property of VirTra. VirTra has no obligation to return replaced products or parts to the Customer.

4.0 Excluded Services. The following services are specifically excluded from this contract, and any excluded services performed by VirTra may be subject to additional charges. (a) Repair of damage to the Equipment resulting from accident; improper packaging by Customer; Customer negligence; misuse; unauthorized repairs; failure of electrical power, air conditioning, humidity control, vandalism, fire, water damage or other casualty resulting from causes beyond the control of VirTra. (b) Installation of 3rd party software in violation of operating procedures. (c) Repair or replacement of equipment without prior consent of VirTra.

5.0 Limitation of Liability. (a) Coverage under this contract does not insure uninterrupted operation of the Customer's Equipment. VirTra's maximum liability under this contract will be limited to replacing the failed Equipment under dispute with comparable equipment. (b) No Consequential Damages. VirTra SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, USE, OR DATA FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, UNDER ANY LEGAL THEORY, EVEN IF VirTra

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) Disclaimer of Warranties. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND ARE WITHOUT A WARRANTY OF ANY KIND. VirTra DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.0 Termination for Cause. VirTra shall have the right to terminate this contract immediately upon written notice in the event that Customer violates any provision of this contract, including (without limitation) failure to make payment and if such violation remains un-remedied for more than thirty (30) days after Customer receives notice of the violation from VirTra; or in the event that Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (iii) becomes insolvent; (iv) makes a general assignment for the benefit of its creditors; or (v) becomes subject to direct control by a trustee, receiver or similar authority.

7.0 Concurrent Remedies; Attorneys' Fees. The rights and remedies set forth in this contract may be exercised concurrently or separately by VirTra without waiver of any of the rights or remedies otherwise existing at law or in equity. In the event of Customer's default, VirTra shall have the right to collect all expenses of collection and recovery, including reasonable attorneys' fees.

8.0 Obligation to Pay. Customer's obligation to pay all charges which shall have accrued during the term of this contract shall survive any termination of this contract.

9.0 Assignment. This contract may be assigned by VirTra to any other party without notice to Customer; provided, however, that any assignee shall be responsible to Customer as set forth in this contract and VirTra shall promptly notify Customer of any such assignment. In such an event, reference to "VirTra" in this contract shall be deemed to be a reference to the assignee and such provision shall apply to any subsequent assignment by any assignee. This contract may not be assigned by Customer.

10.0 Governing Law. This contract shall be construed in accordance with Arizona law as if entered into between two parties residing in Arizona and wholly performed within Arizona.

11.0 Notices. Any notice given under this contract (except for routine requests for service) shall be in writing and shall be deemed effective, upon delivery, to the address specified on the contract, or such other address as the parties may provide each other from time to time by written notice.

12.0 Severability; Waiver. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this contract shall be enforced to the maximum extent possible. No waiver of any provision of this contract by either party shall be deemed to be an ongoing waiver of such provision by such party.

13.0 Force Majeure. VirTra shall not be liable for failure to service the Equipment when such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil and military authority, strikes, flood, epidemics, war, riots, delays in transportation and inability due to causes beyond its reasonable control to obtain necessary labor or materials or replacement products or components thereof.

14.0 Entire Agreement. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall be binding on the parties and their respective successors and assigns and shall supersede any additional or conflicting terms of any other document. This contract may not be modified or amended unless agreed to by both parties in writing.

VIRTRA SERVICE AGREEMENT



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9526 Panama City Beach-Combined Agreement w Exhibits

Final Audit Report

2024-10-02

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By:	James Skoulikas (jskoulikas@virtra.com)
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"9526 Panama City Beach-Combined Agreement w Exhibits" History

-  Document created by James Skoulikas (jskoulikas@virtra.com)
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Panama City Beach Police Department

RFP PCB24-35

August 2, 2024

Contact: tcameron@virtra.com



Prepared by

VirTra

295 E. Corporate Pl.

Chandler, AZ 85225

+1.480.968.1488

Technical Information:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole, or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.

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CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient’s organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra’s final approval.

Introduction

VirTra is honored to have the opportunity to submit a proposal for Panama City Beach Police Department's *RFP – PCB24-35*. Panama City Beach is seeking a reliable, effective way for their officers to train so they can be better prepared for events on the force. As a city with many tourist visitors, it is important for officers to have experience communicating with all kinds of people in an effective manner. Utilizing a high-quality simulator to train skills such as de-escalation, crisis intervention, and communication will greatly benefit Panama City Beach PD.

The flagship V-300® 5-screen simulator recommended for Panama City Beach PD is a product pioneered by VirTra in 2004. It was designed to immerse officers in the simulated environment to make training as close to real life as possible. Users are surrounded by 300 degrees of video-based scenarios – which are more believable and realistic than scenarios created using CGI.

To further provide a realistic training experience, the tools that Panama City Beach PD officers use during training should safely match those used in real life. Instead of outsourcing, VirTra creates all recoil hardware in-house at our CNC machine shop in Chandler, AZ. Recoil kits and CO2 magazines are not only simple to install, but they safely provide recoil to an officer's own duty weapon.

Less lethal tools are no different – they should not only have the same weight and feel of the real item, but on-screen characters react accordingly. Panama City Beach officers can practice weapon transitions and become more confident in choosing the proper level of force for the situation at hand.

Another tool recommended is the Threat-Fire® electronic feedback device. This patented device can only be provided by VirTra and has been tested to ensure safety for the user. The goal of the product is to simulate consequences such as gunfire, dog bites, explosions, and similar events. Other companies provide stress-inducing devices that are not nearly as effective, such as those that play loud noises or emit strobing lights.

Finally, it is important to ensure our clients have a full grasp of how the simulator and its associated hardware and software function before our technicians leave the customer site. Our skilled trainers and field service technicians not only test every part of the system but provide on-site training to familiarize users with it. Panama City Beach officers can feel confident in their ability to use the system immediately after the conclusion of the training session, allowing them to hit the ground running.

Once installation and training are complete, clients should never be left feeling like they are on their own. With a responsive service team, any issues or concerns that arise will be handled professionally. Anything that cannot be solved with 24/7 telephone support will be scheduled to be resolved onsite.

VirTra looks forward to the possibility of working with Panama City Beach PD to support their officers' training.

For further information or questions, please contact Tom Cameron – tcameron@virtra.com

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Qualifications & Services

Services

For 31 years, VirTra has led the industry in providing the finest simulators and tools to first responders worldwide with a mission to provide immersive, high-resolution simulation training solutions to ensure the safety of law enforcement officers and the people they serve.

VirTra currently has single and multi-screen simulators in 41 different countries in regions of Central/South America, the Middle East, Africa, Australia, Asia, and North America. We have a large deployment in Central/South America through the INL in Mexico, Costa Rica, Panama, Colombia, and Peru and with additional opportunities being worked in El Salvador with ILEA and Honduras. We also have numerous simulators currently deployed in Switzerland, France, Bulgaria, Greenland, Malta, Norway, Serbia, and Ukraine.



Some of VirTra's largest customers both inside and outside the USA are US Army, specifically US Special Operations Command located at both Fort Bragg, NC and Fort Campbell, KY, US Air Force, US Navy, US State Department, US Marshall Service, US Border Patrol, Los Angeles County Sheriff Department, Canadian Police, Mexico's Federal Police, Indonesian Air Force Special Forces, Kingdom of Saudi Arabia, Kingdom of Bahrain, Panama Police, Australian Police and Military, South Korean Navy, and Nepalese Military.

VirTra's use-of-force video scenarios provide realistic training, including, support for officer presence, verbal commands (de-escalation), OC, TASER®, and deadly force options. VirTra employs an in-house video production crew of industry professionals in video and postproduction. VirTra utilizes only professional actors for a more realistic immersion. VirTra also employs full time police and military Subject Matter Experts (SMEs) to create, produce, and review content.

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VirTra has developed a higher standard in simulation training with several exclusive capabilities including realistic scenarios, location specific scenario authoring ability, the patented Threat-Fire® consequence device, and advanced recoil simulation weapons kits.

The company has devoted years of engineering effort, software development, and testing to create capable and flexible hardware and software solutions. The DoD has verified, validated, fielded, and operationally utilized VirTra's hardware, software, and system integrated solutions worldwide. VirTra has the capability to design, develop, and integrate software through its agile development process to respond to and deliver the program requirements.

VirTra also provides end-users with exclusive capabilities including ballistically accurate simulated marksmanship ranges and advanced recoil conversion kits developed in the USA to supply reliable systems, flexible training tools and realistic recoil to meet mission critical skills.

Implementation Plan & Timeline

VirTra works diligently to install all ordered simulators and hardware within 90 days of the order being placed. This includes the training of staff who will be operating the simulator. Immediately after the order is placed, instructors are assigned for coordination and will provide training materials and a schedule.

A site survey typically occurs in less than a month from when the delivery order was placed. This is to ensure that the location the simulator will be installed in is the right size and has the required power supply.

When the shipment is sent for delivery, the client is always notified of its expected delivery date. Any difficulties or delays are promptly reported. Installers will arrive at the client site for the system's delivery to install it and test all hardware and software. Once this is complete, operator/instructor training will commence.

After each of the above steps is complete, the client will review and sign a form that states the system was installed correctly, all needed components are operational, and that training was conducted effectively.

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System Specifications

V-300®

The 5-screen V-300® is VirTra's flagship simulator that supports a peripheral field of view of 300-degrees and better than High Definition (HD) resolution. The system can be configured for either front or rear project. The simulator maximizes the trainee's peripheral view for Marksmanship and Judgmental use-of-force simulations.

It comes with five screens each with a viewable space of (H 84.5"/2.15m x W 114.5"/2.91m), this allows for both horizontal and vertical peripheral vision coverage.

VirTra can configure this simulator a front or rear projection to meet specific facility or room requirements, providing our customers flexibility during installation without sacrificing performance.

The simulator allows multiple people to train at the same time – both for judgmental use of force scenarios and marksmanship. The vast video-based scenario library and custom virtual ranges can help instructors train students for a variety of possibilities they may encounter on the field.

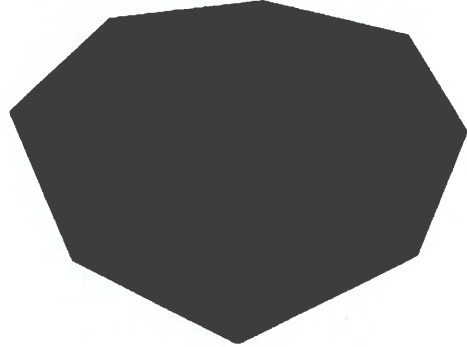
The V-300 Simulator combined with the customer's weapons and VirTra's use of drop in laser recoil kits provides an excellent simulation environment with good peripheral vision to support a wide selection of marksmanship, collective, or judgmental use-of-force simulations.

A single instructor workstation controls the simulator and allows all simulation control through the VOS user interface. Instructors control the simulator with a single instructor workstation. A single user interface runs all simulations.

The operating station offers immediate debrief after any simulation. The instructor can choose to archive a session for delayed debrief or historical reference. Saved sessions are available from the session manager and are fully searchable by date, time, instructor, and trainee name.

Video-Based Scenarios

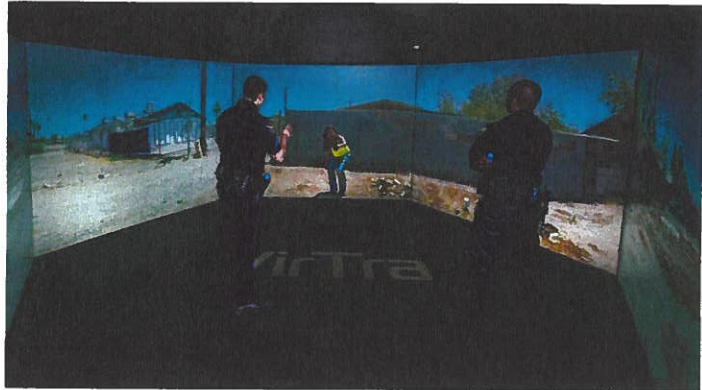
Judgmental use-of-force scenarios involve making split-second decisions based on slight nuances or quick movements under stressful circumstances. The ability to "read" the face of other individuals and to have them move naturally (such as pulling a weapon from a pocket) is critical for realistic training. Trainees also must feel they are dealing with real humans. High-definition video of live actors is far superior to CGI figures for accomplishing effective use-of-force training. When you couple VirTra scenarios with the instructor's ability to conduct an after-action review of the event that shows a time stamp down to a hundredth of a second from when the scenario started and the ability for the instructor to save these scenarios to other digital media for later evaluation and presentation you greatly decrease the learning curve of your students.



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Video scenarios use content filmed with human actors to provide a high level of immersion. This video realism is essential for effective judgmental use-of-force and collective engagement training.

Our video simulation technology plays a filmed scenario seamlessly across the full field of view. It supports seamless automated and instructor-controlled video branching allowing for various outcomes, while assuring the appropriate action within the scenario takes place when a student or students use simulated lethal and non-lethal weapons.



Scenarios include, but are not limited to:

- Verbal judgment training in de-escalating confrontations
- Shoot/don't shoot scenario training ending in either use or non-use of deadly force
- Readily identifiable deadly weapons, as well as improvised weapons
- Active shooter scenarios
- Crimes in progress with armed offender(s)
- Rioters with weapons
- Protests both with active and passive non-compliance of protestors
- Hostage scenarios
- Death by cop suicides
- Roadblocks/safety check
- Routine and high-risk traffic stops
- Suspicious person or vehicle
- Foot patrol confrontation scenarios
- Ambushes
- Hostage situations
- Family/domestic disturbances

VirTra's video scenarios allow for multiple outcomes providing opportunities for trainees to engage and use their various skill sets to meet training objectives. Scenarios contain an average of 85 branches that allow different outcomes depending on the trainee's actions.

Our scenarios allow the instructor to increase or decrease the threat and choose responses in accordance with the trainee's engagement of the contacts. This allows the instructor to reinforce proper engagement techniques and demonstrate the outcome of poor choices or decisions.

V-VICTA®

VirTra - Virtual Interactive Coursework and Training Academy (V-VICTA®) currently includes **90.5 Hrs.** of certified coursework designed to assist agencies and academies. This program uses a 'teach, train, test, sustain' methodology to ensure that participants are absorbing the information and learning the skills appropriately to facilitate long term transfer. The material is designed to support interleaved training for ongoing sustainment of the critical psychomotor skills that peace officers must rely on.

V-VICTA comes as a total solution with lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and interactive video learning material.

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Developed exclusively with nationally recognized partnerships, nationally recognized certified curriculum, interactive virtual coursework, and VirTra's simulators that provide law enforcement departments all the necessary tools to instill proper training and knowledge transfer to its students that you won't find elsewhere.

V-VICTA curriculum has met the standards set forth by the IADLEST National Certification Program for POST Certification across 36 states. Each course has been thoroughly reviewed by the IADLEST assessment team and has passed the rigors of their independent review process.

Released V-VICTA curriculum includes:

- Active Threat/Active Killer (ATAK): Basic Principles (Module 1)
- Active Threat/Active Killer (ATAK): Basic Principles (Module 2)
- Active Threat/Active Killer (ATAK): Explosives (Module 3)
- Autism Awareness
- Behavior Analysis Threat Response
- Contact and Cover Concepts
- Crisis De-Escalation
- Duty to Intervene
- High Risk Vehicle Stop
- Human Factors in Force Encounters
- Infectious Diseases
- Injured Officer Handgun Manipulation
- Mental Illness: A Practical Approach
- My Story: Kyle Dinkheller
- Red Dot Optic Training and Sustainment
- TASER Targeting
- Tourniquet Application Under Threat – Part 1
- Tourniquet Application Under Threat – Part 2
- Weapon Transitions

Recoil Kits & CO2 Magazines

VirTra owns and operates its own in-house CNC machine shop where recoil kits and parts are manufactured. VirTra designs and manufactures products using the latest state-of-the-art 3, 4, and 5 axis CNC mills and 9 axis CNC mill-turn lathes, then assembles and tests them in-house to ensure reliability.

Recoil Kits and CO2 Magazines are designed to fit in a trainee's own duty weapon – whether it is a pistol or rifle. They provide realistic recoil to the weapon without being tethered to the system, providing the user with a free range of movement during scenario or marksmanship training. Recoil Kits and Magazines require no permanent modification to the firearm and are simple to maintain.



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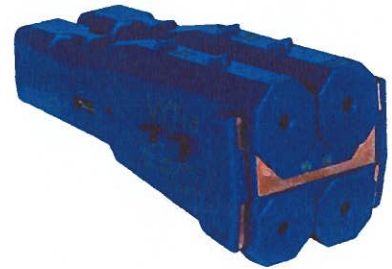
VirTra's Magazines utilize CO2 to provide lifelike recoil and are refillable using the Refill Station. All the functions of the CO2 Magazines are set by, and communicated to, the simulator Master PC via a BLE link. The BLE link allows the instructor to set magazine round count, near real time commanded jamming if training or preprogrammed jamming on a specific round count if conducting testing.

When the Recoil Kits and Magazines are installed, users can still utilize accessories such as holsters, optics, and weapon-mounted flashlights.



V-T7 - TASER 7®

The VirTra's V-T7™ Simulator System is comprised of 3 major components: a TASER® 7 CEW Weapon, a TASER 7 weapon battery, and one custom designed V-T7 training laser cartridge. The V-T7 is a drop-in cartridge kit. It requires no modification to the TASER 7 weapon. This allows the training facility to use their own TASER 7 weapons if desired. The TASER 7 Weapon is produced by TASER® International. Each V-T7 cartridge housing is produced by VirTra identical to live cartridges by TASER so cartridge exchanges and reloads are identical to live cartridges. The cartridge has two independent internal microprocessor controllers. One controller communicates with the TASER 7 weapon. This ensures the weapon's display and functions are identical to a live cartridge, including the X Connect feature. The second controller senses the high voltage arc from the probes and pulses the internal cartridge lasers. The lasers are timed so the simulator understands how to react to the identified V-T7 weapon. Independent controllers are used to eliminate the possibility of the high voltage arc feeding back into the weapon handle and harming the weapon or accidentally shocking the user.



All VirTra Taser cartridge lasers are aligned to simulate the accuracy and spread of the barbs that are fired from a live cartridge. The cartridge uses internal rechargeable LiPo batteries. A universal multi-voltage wall charger is provided with each cartridge.

The cartridges are compatible with all the TASER handheld products and VirTra simulator offerings. Each SIM kit comes with an ID that identifies which tag is selected in the simulator software. The instructor inputs a unique ID for each cartridge in use so that there are no recurring ID tags in the software. The cartridges are fully compatible with all the VirTra simulator weapon kits and other ancillary devices.

The TASER insert lasers operate at 780nm and are Class 1M products that comply with 21 CFR 1040. The lasers are normally off and are activated (on) for a very short duration when the Taser Weapon is fired.

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The 'on' time of the laser is preprogrammed by VirTra and is determined by the weapon ID number. There is a laser-warning label on the side of the VirTra cartridge.

MK3 OC Spray

VirTra's laser-based MK3 OC canister is made from an inert MK3 OC canister with all our electronics inside and is weighted to be comparable to a full MK3 canister. When used in the simulator, there is a spray sound to indicate it is being used and characters will react accordingly.



Flashlights and Low Light Training

VirTra's simulators support Low Light and No Light capability, allowing instructors to quickly change a scenario from a day to night engagement. VirTra's flashlights and hardware provide seamless, low light and flashlight interaction with any of the various general use of force training scenarios specific to law enforcement including residential, business areas and scenarios occurring within and without building or if the students are conducting marksmanship training.

VirTra's low light and flashlight interaction allows an unlimited number of flashlights per screen. Instructors can toggle the low light software on or off during a scenario allowing trainees to activate the flashlights via the toggle switch or pressure pads on the flashlights. VirTra offers a handheld SureFire G2X LED flashlight. All flashlights reuse the original 2 battery CR123A configuration and can be adapted with pressure activation pads. VirTra's internal components replace the original LED and electronics with new laser and control circuitry.



Threat-Fire®

VirTra's US Patented (#8,016,594 and #8,267,691) Threat-Fire® return fire device uses electric impulses to effectively simulate live fire with no safety equipment needed. The Threat-Fire was independently tested by Rascettica which proved it is safe for human use.

Unlike "shoot back" cannons, there is no firing of projectiles, which lowers the risk of injury. The electric impulses, which are controlled by the instructor, add stress and consequences to training, requiring trainees to use better tactics, such as seeking cover during a force encounter, and situational awareness. Training under stress better prepares trainees to make critical, judgmental use-of-force decisions, in dynamic situations. Due to VirTra's patent we are the only simulator company that can provide this type of return fire device. Deployment of the Threat-Fire in a portable configuration minimizes transportation cost and setup time as compared to traditional shoot back systems. Aiming is not required with the Threat-Fire so the instructor can focus fully on the trainee.



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The main module is a clip-on, battery powered, device and is commanded/controlled using a secure wireless Bluetooth link. The wireless link allows freedom of movement inside and outside the simulator and operates up to 50 feet. All RF modules are FCC compliant. The Threat-Fire system comes with the module, a universal voltage battery charger.

The simulator host computer uses a simple operator interface for configuring and control of the Threat-Fire. The electrical impulse duration is operator adjustable in duration, the number of activations (1 burst, 2 burst, or 3 burst) and events within an authored scenario. The electrical impulse voltage is fixed and is effective through many layers of clothing. This makes it easy for the instructor to attach to the trainee. The device can also be placed into vibrate mode.

The VirTra Threat-Fire is compatible with all VirTra simulator offerings. Each Threat-Fire module is assigned a unique ID that identifies which tag is selected in the simulator software. The instructor can select a unique ID for each Threat-Fire in use. The Threat-Fire system is fully compatible with all VirTra simulator weapon kits and other ancillary devices.

Training

On-Site Training

VirTra's on-site Operator/Instructor training course is approximately 16 hours. It includes both classroom style instruction and practical application from the trainees. The hands-on portion focuses on trainee participation, practice, mastery, and provides VirTra trainers the ability to sign off on correct operation of the simulator on an individual basis. The course covers the explanation of components, daily operational use, maintenance, and troubleshooting.

VirTra has established an effective training syllabus that helps the trainer and trainees follow through their training session. The training courseware will be provided upon request. We provide electronic training manuals accessible to the trainees during and after the training course.

For each site, VirTra will provide a certified operator/trainer to perform the training. This operator/trainer teaches all training aspects to the class of trainees. A training checklist, signed by the trainer, as well as the site's primary point of contact will be generated and required.

Trainers explain all components, specifications, setup, configuration, maintenance and troubleshooting of the simulator and its accessories. The training is hands-on, allowing users to easily follow along.

Once training is complete, VirTra trainers will collect the training checklist sign off and it will be available upon request. In addition, each checklist includes the name of the instructor, dates and location of training, a summary of the information covered, name and agency affiliation of all trainees, an accurate attendance record for all trainees, recommendations for future training, and a copy of all training materials.

Customer Support

VirTra's technical support teams are stationed in Chandler, AZ and Orlando, FL. If issues cannot be resolved remotely, a Field Service Representative is dispatched to the client location.

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VirTra Service can be contacted by phone at (480) 508-5977 or by email at service@virtra.com. Office hours are Monday through Friday 8:00 am to 7:00 pm EST, however the service team can be reached by email or cell phone even outside of business hours.

VirTra support center will keep detailed records of each service occurrence with the client. This information is available on request and will detail receipt of warranty/support requests, resolution of open tickets and pending action items.

Warranty & Maintenance

VirTra provides an initial on-site warranty for one year for all components delivered. VirTra offers additional years of service and/or warranty at an additional cost that can be negotiated depending on customer requirements.

If our VirTra off-site support cannot resolve an issue, a VirTra technician will travel to the customer location for further troubleshooting and repairs. All travel and lodging expenses associated with on-site warranty repairs are included at no additional cost to the customer. Resolution to the issue often occurs during the on-site visit.

VirTra keeps customer down time to a minimum by offering an advance replacement program to all warranty customers, subject to conformance with current export/import regulations. The advance replacement program allows customers to receive a replacement part quickly and avoid delays due to repairs. VirTra pays for all shipping expenses for this program. VirTra ships all parts via priority shipping.

As part of the initial warranty, VirTra will provide thorough maintenance services to the customer's simulator and all of its tools and accessories. Maintenance includes minor software upgrades and hot fixes, as well as testing/inspecting simulator screens, projectors, cameras, computers, truss system, cabling, and all accessories. Labor and travel expenses are covered under the warranty.

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Price Proposal

Product	SKU	Product Code	Sales Price	Quantity	Total Price
V-VICTA	7001000	V-VICTA-01	\$0.00	1	\$0.00
V-300 (w/ 1-year warranty)	1300000	V-300LE-1	\$160,292.53	1	\$160,292.53
V-300 Borderless Projection Screen	1300050	VHU-BS-300-FP	\$11,530.39	1	\$11,530.39
V-300 Installation & Training	8000300	V-300-INSTL	\$7,643.13	1	\$7,643.13
V-300 Annual Service Plan	8000821	SP-V300-A	\$25,683.49	1	\$25,683.49
VirTra Tetherless Glock 45	4004501	V-G45-KIT-1	\$5,571.44	2	\$11,142.88
VirTra Glock 17 Adapter Plate	4001710	V-G17-SM-AP	\$585.97	1	\$585.97
VirTra Tetherless M4 Kit	4010400	V-M4-KIT-1	\$6,072.93	1	\$6,072.93
VirTra M4 Adapter Plate	4010407	V-M4-SM/ASM-AP	\$585.97	1	\$585.97
OC Canister - MK3	5000501	V-OCC-MK3	\$2,614.76	1	\$2,614.76
TASER 7 Simulation Cartridge	5000556	V-T7-3.5/3.5	\$3,954.31	2	\$7,908.62
G2X Handheld Flashlight	5000201	V-FLT-G2X	\$1,009.70	2	\$2,019.40
V-Threat-Fire	5000610	V-TF	\$4,406.69	1	\$4,406.69
Refill Station	5000750	V-RFS	\$5,368.96	1	\$5,368.96

Total Price: \$245,855.72

S&H: \$1,500.00

Grand Total: \$247,355.72

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Quote

Account Name	Panama City Beach Police Department	CustID	0623-02031
Contact Name	Jason Jones	Created Date	8/1/2024
Phone	8502498031	Quote Number	00009526
Email	jason.jones@pcbfl.gov	Expiration Date	10/31/2024
Ship To Name	Panama City Beach Police Department	Prepared By	Tom Cameron
		Phone	(480) 968-1488
		Email	tcameron@virtra.com

Notes: 85-8012646361C-4. Customer is TAX-EXEMPT.

Product	Product SKU	Product Code	Product Description	Sales Price	Quantity	Total Price
VirTra Virtual Interactive Coursework and Training Academy™	7001000	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.	\$0.00	1.00	\$0.00
VirTra 300 LE (w/ 1 year warranty)	1300000	V-300LE-1	VirTra Systems 300 LE-1 simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum	\$160,292.53	1.00	\$160,292.53

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			requirements). One year warranty and support services included.			
VirTra V-300® Borderless Projection Screen-FP	1300050	VHU-BS-300-FP	Eliminates the 5 inch black border between screens to increase immersion on VirTra V-300® systems. Front Project Black Backed Screens.	\$11,530.39	1.00	\$11,530.39
VirTra V-300® Installation/Training	8000300	V-300-INSTL	VirTra Installation and Training for one (1) V-300® System. Includes all travel and expenses in the CONUS.	\$7,643.13	1.00	\$7,643.13
VirTra Tetherless-Glock 45	4004501	V-G45-KIT-1	Glock 45 Tetherless laser recoil kit with proprietary True-Fire™ technology to eliminate false-fire and double-shots during simulation training. Includes one G17 standard magazine. (All recoil kits convert real firearms which must be supplied by the customer).	\$5,571.44	2.00	\$11,142.88
Tetherless-Glock 17-Adapter Plate	4001710	V-G17-SM-AP	Adapter plate for the V-G17 (Requires VirTra refill station).	\$585.97	1.00	\$585.97
VirTra Tetherless M4 AR15 M16 Kit	4010400	V-M4-KIT-1	M4 AR15 M16 Tetherless laser recoil kit. Includes one standard magazine. Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer).	\$6,072.93	1.00	\$6,072.93
VirTra M4 SM and ASM Adapter Plate	4010407	V-M4-SM/ASM-AP	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	\$585.97	1.00	\$585.97
OC Canister-MK3	5000501	V-OCC-MK3	Laser-based MK3 model OC training device.	\$2,614.76	1.00	\$2,614.76
TASER® 7 Simulation Cartridge Package D	5000556	V-T7-3.5/3.5	TASER 7® simulation cartridge package D: Simulates two (2) stand off (3.5 deg.) probe spreads for TASER 7 deployments in VirTra simulations. Operates in live, customer supplied TASER 7 device. Includes one USB charging cable.	\$3,954.31	2.00	\$7,908.62
Handheld Flashlight-G2X	5000201	V-FLT-G2X	G2X laser-based handheld flashlight.	\$1,009.70	2.00	\$2,019.40

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V-Threat-Fire®	50006 10	V-TF	VirTra's patented V-Threat-Fire® return-fire simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse or vibration to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	\$4,406.6 9	1.00	\$4,406.6 9
Refill Station	50007 50	V-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty. Includes travel case.	\$5,368.9 6	1.00	\$5,368.9 6
Service Plan - V-300® - Annual	80008 21	SP-V300-A	Additional year annual service agreement to include telephone support, remote assistance, labor, Screens, Projectors, Cameras, Computers, Truss System, Cabling, Accessories (refill stations, magazines, recoil kits, non-guns, and V-Threat-Fire®), travel, Minor build software upgrades and hot-fixes included i.e., VOS 5.x , Security patches, security upgrades included , and 2-day shipping. Annual service and maintenance visit from a VirTra technician upon request. Includes all travel and expenses in CONUS. [Payment due in full upon receipt of order acceptance, no cancellations as this is a subscription plan.]	\$25,683. 49	1.00	\$25,683. 49

Total Price	\$245,855.72
S&H	\$1,500.00
Grand Total	\$247,355.72

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Sales Terms & Conditions

1. **Precedence.** This Sales Terms and Conditions for Direct Sales to End Users/Buyers "Agreement" applies to Buyer's purchase of Goods and Services, as defined below, when purchased directly from VirTra "Seller". Any purchase of Goods and Services sold by Seller is expressly subject to and conditioned upon the terms and conditions set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound by this Agreement. Any different or conflicting additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller. Now therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows.
2. **Definitions:** The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means without limitation, the articles, products, accessories, and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.
3. **All Sales Final.** All sales are final, and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller's Return Merchandise Authorization (RMA) form.
4. **Restocking Fees.** In Seller's sole discretion, all returns, refunds, or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.
5. **Payment Terms.** Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the remaining 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit card payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. An additional 3% fee will be charged to cover processing costs. Seller may at its sole discretion invoice parts of an order separately. No discounts shall be given for early payments.
6. **Suspension or Cancellation:** Seller may suspend or cancel Buyer's order for any failure by Buyer to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.
7. **Late Payments.** Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.
8. **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 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 Seller's quotes or Buyer's Purchase Orders.
9. **Tax Exemption.** If Buyer requests tax exempt status, then 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 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.
10. **Shipping, Title, Risk of Loss.** Shipping and handling costs will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the

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rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Seller shall invoice upon shipping. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

11. **Excusable Delays.** Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.
12. **Not for Resale or Export.** Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.
13. **Regulations and Restrictions.** Buyer agrees to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.
14. **Technology and Intellectual Property Rights.** Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which the parties agree would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.
15. **Design Changes.** Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.
16. **Reverse Engineering.** Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra, and the parties agree that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications.

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17. **Severable Provisions.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.
18. **Limitation of Liability.** To the maximum extent allowed by law, in no event shall Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating in any way to any purchase from Seller exceed the amounts received by Seller under the relevant purchase order, notwithstanding third-party purchases. In no event will Seller be liable for any 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, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the Warranty. Seller disclaims any representation that it will be able to repair any product under Warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.
19. **Relationship of Parties.** Nothing contained in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other. Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller. The parties agree that such consent shall not be unreasonably withheld.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and replaces any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this Agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.
21. **Governing Law, Jurisdiction, and Venue.** The laws of the State of Arizona, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transactions.
22. **Warranty.** Seller warrants the product manufactured by Seller for a period of one year from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. For third party Products not manufactured by Seller, Seller's only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment. Product and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for any and all equipment damaged or destroyed by improper handling, use or misuse. To the maximum extent permitted by law, Seller's Warranty and the remedies set forth in that Warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. Seller may provide VirTra certified refurbished parts. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are

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limited to the duration of the express warranty described above and limited to the other provisions contained in this warranty statement. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have.

23. **Buyer Ordered Delivery Delay.** In the event of a delivery delay ordered by Buyer, the parties agree to make use of the following: Whereas the Customer has purchased certain products and services from VirTra under the Purchase Order; and Whereas the Customer has directed VirTra to hold and store within its premises the delivery until further notice; and Whereas VirTra shall ship the products FOB destination; and Whereas this Addendum does not operate as an acceptance of goods by the Customer. Now therefore, the parties agree that that VirTra has met its delivery obligations under the terms of sale upon meeting the following condition: VirTra shall provide to Customer photographs documenting that the Purchase Order is ready for shipment. An email from Buyer citing this section 23 shall be sufficient for the parties to process as described herein.
-Signature follows -

The Buyer agrees that this Agreement shall govern all purchase orders and related transactions.

Buyer:

Signature: _____

Printed Name: _____

Date: _____

SELECT PAYMENT METHOD

Credit Card; include contact information only (subject to limits) Purchase Order:

Check:

Other (please specify):

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VirTra's Exceptions

Specific Exceptions:

- Seller's Terms regarding warranty shall apply.
- Seller's Terms regarding Seller's limitation of liability shall apply.
- Seller's Terms regarding Seller's intellectual property rights shall apply.
- Seller's Terms regarding payments and taxes shall apply.

General Exceptions:

- Obligations not expressly undertaken in Seller's Terms are to be considered exceptions.
- Seller objects to any terms which conflict in whole or in part with Sellers Terms.

Seller commits to:

- Compliance with all applicable State and Federal laws.
- Engaging Buyer in good faith discussions to resolve differences which may arise due to the exceptions noted above.

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Past Performance

Company Name	Royal Canadian Mounted Police
Start Date	August 5, 2022
Completion Date	Ongoing
Description	<p>VirTra has delivered to the RCMP:</p> <ul style="list-style-type: none"> • 9 V-180 systems • 12 V-ST Pro systems • 1 V-100 systems • V-Author Pro <p>Accessories include:</p> <ul style="list-style-type: none"> • 104 S&W 5964 recoil kits • 312 Advanced Skills Magazines • 35 OC spray canisters • 52 TASER X2 cartridges
Total Value	\$2,561,954.28
Point of Contact Name	Dr. Greg Kratzig
Point of Contact Phone Number	O: (639) 625-3166 / M: (306) 201-6481
Point of Contact Email	Gregory.Kratzig@rcmp-grc.gc.ca

Company Name	United States Customs & Border Protection
Start Date	August 18, 2015
Completion Date	Ongoing
Description	<ul style="list-style-type: none"> • VirTra has delivered to 47 total locations consisting of <ul style="list-style-type: none"> • 43 V-300® systems • 4 V-100® systems • V-Author® scenario authoring system • Hardware <ul style="list-style-type: none"> • 100+ HK P2000 kits • 100+ Glock 45 kits • 100+ M4 recoil kits/Advanced Skills Magazines • 100+ Handheld flashlights • 100+ Weapon mounted flashlights • 100+ 40mm rounds • 100+ Threat-Fires. • Multiple years of service • Multiple pieces of custom filmed content

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Total Value	\$18,150,609.78
Point of Contact Name	Aaron Sims
Point of Contact Phone	O: (304) 724-5864 / M: (304) 261-6048
Point of Contact Email	AARON.W.SIMS@CBP.DHS.GOV

Company Name	United States Secret Service
Start Date	September 30, 2015
Completion Date	Ongoing
Description	<ul style="list-style-type: none"> • VirTra has delivered to the US Secret Service <ul style="list-style-type: none"> • 5 V-300® systems • 6 V-100® systems • 1 V-Author scenario authoring system • Accessories include <ul style="list-style-type: none"> • 21 Glock 19 recoil kits • 19 SIG P229 recoil kits • 40+ Standard Magazines • 4 M4 recoil kits/Advanced Skills Magazines • 20+ Threat-Fire® consequence devices • Multiple years of service • Multiple pieces of custom filmed content
Total Value	\$3,633,056.44
Point of Contact Name	James "Bill" Embrey
Point of Contact Phone	(410) 231-6395
Point of Contact Email	JAMES.EMBREY@USSS.DHS.GOV

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Sample Standard Service Agreement

Please see the following three (3) pages for a sample of VirTra's Annual Service Plan.

RFP – PCB24-35

Approved by:

John Franklin Givens II

John F. Givens II, CEO

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FOR PRODUCTS: V-300®, V-180® AND V-ST PRO® Deployed in the CONUS

PLAN COSTS

VirTra's Annual Service Plan is calculated at 10% of total system investment. This includes all accessories and options; not to include installation, training and S&H charges. Service Plan start date occurs on Installation and Training signoff for delivered equipment.

PLANS INCLUDE

1. VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.
 - **Update VirTra Operating System (VOS) features**
 - **Install new VirTra training scenarios**
 - 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.
3. Use of VirTra's Advance Replacement Program.
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. Travel expenses if a VirTra technician must travel to customer location.
6. Overnight Shipping on all replacement or repaired parts.
7. Remote Assistance.

Notes to items 1 through 7 above: a) VirTra Operating Software Version will be automatically updated to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. b) Customers under a valid Annual Service Plan will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible depending on the VOS version installed on their system. c) TASER X26 blue handle units found to be defective under an Annual support plan will be replaced with laser sim cartridges and customer will be required to supply working TASER handle(s). d) VirTra will make commercially reasonable efforts to service properly RMA'd parts but there are limited Quantities and certain components may not be available. e) Customer must allow physical and/or remote access as needed.

LIMITATIONS & EXCLUSIONS

The following terms and conditions govern the sale of this service contract between VirTra Inc. ("VirTra") and the original purchaser of the product ("Customer") in the 48 continental United States. By purchasing, Customer agrees to be bound by and accepts these terms and conditions identifying how VirTra will support the VirTra Inc.(s) ("Equipment"). This agreement may not be canceled and Customer will not receive a refund of any amount paid hereunder. This warranty will be effective for a span of one (1) calendar year from the date of installation and acceptance of Equipment by Customer. Customer may purchase an additional warranty to extend beyond the first year coverage period. Additional warranties are available in calendar years based upon the original date of installation. Warranty is only valid for equipment installed within the 48 continental United States (the 48 connected states and District of Columbia).

1.0 VirTra Obligations. VirTra's basic obligation shall be to ensure Equipment remains free from defects in materials and workmanship. VirTra will provide a Service Manager available with telephone support that can be contacted (for hardware or software issues). VirTra also must continue to develop the software in support of the Equipment, to include fixes and updates, improvements in operation, and new features – provided free of charge during the extended warranty period. If issues cannot be corrected by e-mail, teleconferences, or by shipping equipment back to VirTra/Customer, then VirTra will send a qualified technical support representative to the location for on-site service.

2.0 Customer Obligations. The Customer has responsibility for exercising reasonable care in operating, handling and maintaining the Equipment. Customer acknowledges and agrees that VirTra may subcontract performance of certain services hereunder to third parties selected by VirTra. VirTra may, at its sole discretion, leave spare parts for Equipment with Customer. Customer must maintain consumable items such as projector bulbs, CO2 tanks, and batteries. Equipment operation, handling, and maintenance procedures are covered by documentation which will be provided with the equipment. Equipment failure or damage which is attributable to the Customer's, or a third-party's, rough treatment, abuse, misuse, neglect, additions, adjustment, or modification is the responsibility of the Customer. The Customer is expected to work promptly with VirTra's service technician to resolve equipment problems. Customer is also responsible for notifying VirTra once replacement parts are received. Customer certifies they will maintain all Equipment and parts in a safe, secure and in an environmentally controlled area. This area must include, but not limited to, controllable HVAC, and must protect against electrical surges and black or brown outs. VirTra strongly recommends the purchase and use of uninterrupted power supplies (UPS) and high-quality surge protectors for equipment. Customer's breach of this clause may void warranties and result in VirTra billing Customer for service trip and repairs.

3.0 Replacement Products and Parts. VirTra, at its sole discretion, may replace the failed Equipment or any part thereof, with a product of comparable or greater specified functionality which may be of a different model or manufacturer. Replacement products and parts become Customer's property; returned Equipment becomes property of VirTra. VirTra has no obligation to return replaced products or parts to the Customer.

4.0 Excluded Services. The following services are specifically excluded from this contract, and any excluded services performed by VirTra may be subject to additional charges. (a) Repair of damage to the Equipment resulting from accident; improper packaging by Customer; Customer negligence; misuse; unauthorized repairs; failure of electrical power, air conditioning, humidity control, vandalism, fire, water damage or other casualty resulting from causes beyond the control of VirTra. (b) Installation of 3rd. party software in violation of operating procedures. (c) Repair or replacement of equipment without prior consent of VirTra.

5.0 Limitation of Liability. (a) Coverage under this contract does not insure uninterrupted operation of the Customer's Equipment. VirTra's maximum liability under this contract will be limited to replacing the failed Equipment under dispute with comparable equipment. (b) No Consequential Damages. VirTra SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, USE, OR DATA FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, UNDER ANY LEGAL THEORY, EVEN IF VirTra

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) Disclaimer of Warranties. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND ARE WITHOUT A WARRANTY OF ANY KIND. VirTra DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.0 Termination for Cause. VirTra shall have the right to terminate this contract immediately upon written notice in the event that Customer violates any provision of this contract, including (without limitation) failure to make payment and if such violation remains un-remedied for more than thirty (30) days after Customer receives notice of the violation from VirTra; or in the event that Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (iii) becomes insolvent; (iv) makes a general assignment for the benefit of its creditors; or (v) becomes subject to direct control by a trustee, receiver or similar authority.

7.0 Concurrent Remedies; Attorneys' Fees. The rights and remedies set forth in this contract may be exercised concurrently or separately by VirTra without waiver of any of the rights or remedies otherwise existing at law or in equity. In the event of Customer's default, VirTra shall have the right to collect all expenses of collection and recovery, including reasonable attorneys' fees.

8.0 Obligation to Pay. Customer's obligation to pay all charges which shall have accrued during the term of this contract shall survive any termination of this contract.

9.0 Assignment. This contract may be assigned by VirTra to any other party without notice to Customer; provided, however, that any assignee shall be responsible to Customer as set forth in this contract and VirTra shall promptly notify Customer of any such assignment. In such an event, reference to "VirTra" in this contract shall be deemed to be a reference to the assignee and such provision shall apply to any subsequent assignment by any assignee. This contract may not be assigned by Customer.

10.0 Governing Law. This contract shall be construed in accordance with Arizona law as if entered into between two parties residing in Arizona and wholly performed within Arizona.

11.0 Notices. Any notice given under this contract (except for routine requests for service) shall be in writing and shall be deemed effective, upon delivery, to the address specified on the contract, or such other address as the parties may provide each other from time to time by written notice.

12.0 Severability; Waiver. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this contract shall be enforced to the maximum extent possible. No waiver of any provision of this contract by either party shall be deemed to be an ongoing waiver of such provision by such party.

13.0 Force Majeure. VirTra shall not be liable for failure to service the Equipment when such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil and military authority, strikes, flood, epidemics, war, riots, delays in transportation and inability due to causes beyond its reasonable control to obtain necessary labor or materials or replacement products or components thereof.

14.0 Entire Agreement. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall be binding on the parties and their respective successors and assigns and shall supersede any additional or conflicting terms of any other document. This contract may not be modified or amended unless agreed to by both parties in writing.

VIRTRA SERVICE AGREEMENT



© 2024 by VirTra Inc. All Rights Reserved. VirTra, the VirTra logo are either registered trademarks or trademarks of VirTra in the United States and/or other countries. VirTra Annual Service Plans: Rev APR 2024

Required Documents

The following pages of this Proposal consist of the required signed and notarized documents.

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PCB24-35 DE-ESCALATION TRAINING SIMULATOR

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, and any other documents accompanying or made a part of this RFP.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Request for Proposal.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFP for this proposal; no officer, employee or agent of the City of Panama City Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: VirTra, Inc

BY: Nh Nh

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: Nicole Nelson, Proposal Manager

MAILING ADDRESS: 295 E Corporate Pl

CITY, STATE, ZIP CODE: Chandler, AZ 85225

TELEPHONE NUMBER: 480-968-1488

EMAIL: nnelson@virtra.com

State of: Arizona

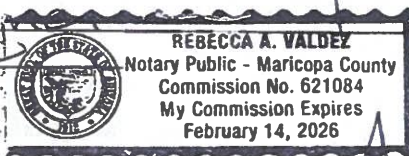
County of: Maricopa

Acknowledged and subscribed before me on the 1 day of August

2023 by Rebecca Valdez, as the Notary

of [business] VirTra, Inc

Rebecca Valdez
Signature of Notary



Notary Public, State of Arizona

Personally Known _____ -OR- Produced Identification of: Driver's license

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate, or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check one:

The undersigned Respondent has had no litigation and/or judgements entered against it by any local, state, or federal entity and has had no litigation and/or judgements entered against such entities during the past ten (10) years.

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgements entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: Virta Inc.

SIGNATURE: Nd Nd

NAME: Nicole Nelson

TITLE: Proposal Manager

DATE: July 31 2024

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgements, may result in disqualification of your proposal.

DRUG FREE WORKPLACE

**STATEMENT UNDER SECTION 287.287 FLORIDA STATUTES,
ON PREFERENCE TO BUSINESSES WITH DRUG-FREE
WORKPLACE PROGRAMS**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify that employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

Virta, Inc.
NAME OF COMPANY/FIRM

[Signature]
AUTHORIZED SIGNATURE

CONTRACTOR/VENDOR E-VERIFY FORM

PER FLORIDA STATUTE 448.95, CONTRACTORS/VENDORS AND SUB-CONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor/Vendor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor/Vendor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor/Vendor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor/Vendor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens.
5. All employees hired by Contractor/Vendor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this contract on the good faith belief that the Contract or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor/Vendor may not be awarded a public contract for at least one year after the date on which this Contract was terminated.
8. The Contractor/Vendor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

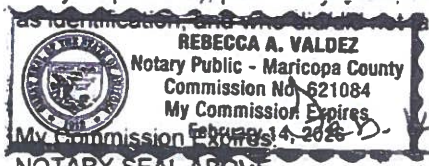
Nicole Nelson
Authorized Signature

Nicole Nelson
Printed Name
Proposal Manager
Title
VITRA, Inc.
Name of Entity/Corporation

STATE OF Arizona
COUNTY OF Maricopa

The forgoing instrument was acknowledged before me by means of physical presence or _____ online notarization on, this _____ day of August, 2024, by

Nicole Nelson (name of person whose signature is being notarized) as the
Proposal Manager Title of VITRA, Inc. (name of
Corporation) produced Drivers Lic. (type of identification)

as identification, and who did not take an oath.

NOTARY SEAL ABOVE

Rebecca A. Valdez
Notary Public
Rebecca A. Valdez
Printed Name

NON-COLLUSION AFFIDAVIT

STATE OF Arizona
COUNTY OF Maricopa

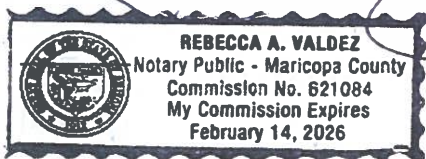
Nicole Nelson Bing, first duly sworn, deposes and says that
he/she is Proposal Manager of VirTra Inc.

_____, the party making the forgoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract, and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Nicole Nelson
Affiant

Sworn to and subscribed before me this 1 day of August, 2024

Rebecca A. Valdez
Notary Public



PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED WITH THE BID.

1. This sworn statement is submitted to the City of Panama City Beach

by Nicole Nelson

for Bid No.: PCB24-35

whose business address is:

295 E Corporate pl, Chandler, AZ 85225

and (if applicable) its Federal Employer Identification Number (FEIN) is

93-1207631

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, or any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
(a) A predecessor or successor of a person convicted of a public entity crime, or
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287-133(1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in active management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [Indicate which statement applies.]

Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287-133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order.]

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287-133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287-017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: NL NL

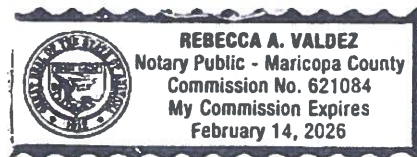
Print Name: Nicole Nelson

Its: Proposal Manager for VICTA

Sworn to and subscribed before me this 1 day of August, 2024
Personally know _____ OR Produced Identification Drivers license
Notary Public – State of Arizona

My commission expires: Feb 14, 2026

Rebecca Valdez
[printed, typed, or stamped Commissioned Name
Of Notary Public]



[END OF PUBLIC ENTITY CRIMES]

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. VirTra, Inc		
	2 Business name/disregarded entity name , if different from above		
	3 Check appropriate box for federal tax classification ; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3) Exempt payee code (if any) _____ Exempt on from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 295 E. Corporate Place		Requester's name and address (optional)
	6 City, state, and ZIP code Chandler, Arizona 85225		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
OR								
Employer identification number								
9	3	-	1	2	0	7	6	3

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/7/23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1099-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT B

City of Panama City Beach

Cellular Service Insurance

SECTION I: STANDARD INSURANCE COVERAGES

- Subcontractor | vendor must obtain and maintain the minimum insurance coverages and limits this Exhibit requires from the earlier commencement of work or the effective date of the subcontract/vendor order unless higher limits or additional coverages are mandated by the Subcontract | vendor order or Owner Contract. The Subcontractor | vendor is responsible for ensuring that the required coverages are in place and that any deficiencies in the insurance provided will not excuse them from fulfilling their obligations. The following coverages are required:

1.1 COMMERCIAL GENERAL LIABILITY	Insurance Required:	YES	For GC & Subcontractors
	Coverage		Minimum Limits
	Per Occurrence		\$1,000,000
Gen Agg is: Per Project	General Aggregate		\$2,000,000
	Products-Completed Operations Aggregate		\$2,000,000
	Personal & Advertising Injury		\$1,000,000

POLICY FORM OR EQUIVALENT

- The required insurance coverage should be Commercial General Liability Insurance (CGL), written using ISO form CG 00 01 published on or before 10/01, or an earlier ISO edition occurrence form with similar provisions. The insurance coverage must cover the following hazards: (a) Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations, and it must also apply to the Additional Insured. Completed Operations coverage should remain in effect from the date of completion of the Scope until the expiration of the statute of repose of the State where the Project is located.

- The insurance policy should include:

(1) Contractual Liability coverage is sufficient to fulfill the Subcontract | Vendor order requirements. It should also include defense costs and attorney's fees assumed under the contract, which shall be payable in addition to the limit of liability. (2) Personal Injury Liability, with the standard contractual and employee exclusions deleted. (3) Notice and Knowledge of Occurrence. (4) No subsidence exclusion should be included in the policy.

ENDORSEMENTS REQUIRED - or substantial equivalent

Type	ISO's	Edition Dates or Prior
- Additional Insured	CG 11 85 or CG 20 10 & CG 20 37	12 19
- Waiver of Subrogation	CG 24 04	12 19
- Primary & Non Contributory	CG 20 01	12 19
Per Project Aggregate	ISO's CG 25 03	Any
Forms and Endorsements Pages	Listing all endorsements and exclusions	All

PROHIBITED EXCLUSIONS OR RESTRICTIONS - or substantial equivalent

Type	ISO's	Edition Dates or Prior
- Exclusion	CG 22 94 or CG 22 95	10 01
- Exclusion	No residential exclusions	
- Classification Limitation Endorsement:	Remove any related endorsement	

- The insurance coverage must include bodily injury, property damage, broad form contractual liability, premises liability, independent contractors, and no residential or demolition exclusion. Additionally, it should cover blanket contractual liability, including tort liability of another, assumed in a contract, cross liability for additional insureds, and no subsidence exclusion. The obligations of defense or indemnification, including those assumed under the contract, should also be included. It's important to note that this insurance coverage should not limit or exclude coverage for work performed by subcontractors.

1.2 COMMERCIAL AUTO LIABILITY	Insurance Required: YES	For GC & Subcontractors
	Coverage	Minimum Limits
	Combined Single Limit (CSL)	\$1,000,000

- The form to be used is ISO's CA 00 01 or its equivalent
- Subcontractor | Vendor must have liability coverage (Symbol 1) for all owned, rented, hired, or borrowed autos and mobile equipment subject to compulsory insurance, financial responsibility laws, or other motor vehicle insurance laws.
- If hauling of hazardous waste is part of the Scope, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile)

1.3 WORKER'S COMPENSATION	Insurance Required: YES	For GC & Subcontractors
Statutory Limits	Employers Liab - Part B	Minimum Limits
	Each Accident	\$500,000
	Disease - Each Employee	\$500,000
	Disease - Policy Limit	\$500,000

- Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed.

ENDORSEMENTS REQUIRED - *or substantial equivalent*

Type	NCCI	Edition Dates or Prior
- Waiver of Subrogation	WC 00 03 13	04 84
- Alternate Employer Endorsement	WC 00 03 01 A	02 89
- Worker's Comp Declaration Page	Showing all states coverage applies	

COVERAGE TERMS & CONDITIONS

- USL&H | Jones Act | Endorsement - where applicable
- Employers Liability/Stop Gap Liability if work is performed in Washington, Wyoming, Ohio, North Dakota, or the Commonwealth of Puerto Rico
- For the attainment of Worker's Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that State
- The certificate must identify that coverage applies in the State where the Project is located.

1.4 UMBRELLA LIABILITY	Insurance Required: YES	For General Contractors
	Coverage	Minimum Limits
	Per Occurrence/Aggregate	\$1,000,000

UNDERLYING INSURANCE COVERAGE

- All coverages and terms required under the Commercial General Liability, Automobile Liability and Employers Liability (sections 1.1, 1.2, and 1.3 above) must be included on the Umbrella Liability policy

COVERAGE TERMS & CONDITIONS

- Defense Cost: Duty to Defend
- Drop Down Provision: Required for the Umbrella to drop down over the reduced or exhausted underlying policy aggregate
- Primary Coverage: Umbrella or Excess Policy to primary to the Contractors general & automobile liability policies
- Higher limits may be required by contractor | vendor or Owner on a project by project basis.

1.5 LEASED EMPLOYEE LIABILITY

Insurance Required YES

GC & Subcontractors Leasing Employees

- If the subcontractor | vendor leases one or more employees through a payroll, employee management, or other company, they must obtain workers' compensation and employer's liability insurance directly. This insurance should be written on the "Minimum Premium" or "If Any" policy form. Additionally, the workers' compensation and employer's liability coverage provided to the leased employees by the payroll, employee management, or other company must be demonstrated and include an Alternate Employer/Leased Employee Endorsement, naming the Subcontractor or Vendor as the alternate employer. The employer's liability must be included in the umbrella/excess liability (except in states where employer's liability is unlimited) and scheduled accordingly.

1.6 PROPERTY INSURANCE

Insurance Required YES

GC & Subcontractors

- The subcontractor | vendor is required to have property insurance coverage for any tools and equipment they own, lease, or use while performing their work. The insurance must cover equipment, materials, and supplies that are stored off-site or in transit to the project site and will be incorporated into the project.

1.7 E&O & Cyber Liability

Insurance Required YES

Design Professionals

Policy is Per Claim

Coverage

Minimum Limits

Prime Design Professional

Per Claim / Aggregate

\$250,000 / \$500,000

Low Tier Design Professional

Per Claim / Aggregate

\$250,000 / \$500,000

- Subcontractor | vendor companies are required to have Professional Errors & Omissions and Cyber Liability Insurance that covers liability for any claims arising from errors, omissions, or acts of any entity they are legally responsible for providing professional services to. This policy should be primary and non-contributory, and the insuring agreement should clearly state that it will pay on behalf of the Subcontractor. The policy should be effective from the commencement date of all professional activities in connection with the project, including retroactively if applicable. The coverage should be maintained for three years following final acceptance of the project.

- In Cyber and Professional Liability Insurance, the term "Prime Design Professional" refers to a systems architect or software engineer who offers professional services directly to our company under a contract. On the other hand, "Sub-Design Professional" refers to a systems architect or software engineer who provides professional services directly or indirectly to a Prime Design Professional in relation to the project. It's worth noting that a Prime Design Professional is considered a Contractor/Subcontractor, while a Sub-Design Professional is regarded as a Sub-subcontractor.

- Coverages shall not include exclusions or other limitations related to the scope of services, project completion delays, or cost overruns, mold, fungus, asbestos, pollutants or other hazardous substances.

GENERAL INSURANCE REQUIREMENTS

Additional Insured

- The insurance required by this Exhibit (excluding only Worker's Compensation Insurance and Professional Liability Insurance) must name the Indemnified Parties as Additional Insureds and any other parties required by the Owner Contract. This insurance should be primary and non-contributory to any insurance maintained by the Indemnified Parties, Additional Insureds, or other parties required by the Owner Contract and should be stated on the Certificate of Insurance provided by the Subcontractor. Endorsement or policy language should be provided as evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability.

Waiver of Subrogation

- The subcontractor | vendor is required to maintain all necessary insurance coverages, which must include a waiver of any right of subrogation of the insurers against Indemnified Parties and Additional Insureds, as well as their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters. This waiver also applies to any right of the insurers to any set-off, counterclaim, or deduction, whether by attachment or otherwise, concerning the liability of any person insured under any policy, except for Workers Compensation, where permitted. If any of the Indemnified Parties and Additional Insureds are partially or wholly self-insured, then the waiver of subrogation shall apply as if their insurance covered them.

Sub-Subcontractors

- Subcontractor must ensure that any lower tier sub-subcontractors performing work under the Contract maintain insurance coverage comparable in form and amount to what this Contract requires. The Subcontractor must also provide evidence of such insurance coverage to the Contractor before the sub-subcontractors begin their work. If specific trades require different insurance coverage, the Contractor must give prior approval.

Insurer Requirements

- For the insurance coverage required in this Exhibit, each insurer must be a licensed admitted insurer authorized to provide coverage in every state where any part of the Scope is performed. The insurer must have an AM Best rating of "A-VI" or higher and be acceptable to the contractor | vendor.

Notice of Cancellation

- All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least Thirty Days (30) days prior written notice has been given.

Acknowledgement of Referral of this provision to the Subcontractor's Insurance agent or Broker

- The contractor represents that it has provided a copy of the "Insurance Requirements" to his agent or broker, and the subcontractor has instructed the agent or broker to provide insurance in full compliance with the terms and conditions herein.

Insurance Policy | Endorsement Review

- The contractor and owner can request copies of all insurance policies. These policies cannot have unacceptable exclusions to the contractor and owner. The insurance carrier must certify that the policies are accurate and complete if requested. The contractor and owner have the sole discretion to reject any exclusions that are unacceptable to them. Reviewing and approving insurance policies does not waive any rights created by or provisions contained in the Exhibit, even if they differ from the policies.

Breach of Insurance Agreement

- If the subcontractor or vendor fails to obtain and maintain the required insurance coverages as stated in this Exhibit or any other attachment, it will be considered a significant violation of the subcontractor or vendor order. In such cases, in addition to any other remedies and rights mentioned in the subcontractor or vendor order, the contractor or owner may terminate the subcontractor or vendor for default, or they may purchase the coverage and back-charge the premium and associated costs to the subcontractor or vendor. Furthermore, any of the indemnified parties or additional insureds may require the subcontractor or its subcontractors to pay for all attorney's fees, expenses, and liability in case of any claim or lawsuit for which coverage would have been provided under the subcontractor or vendor's insurance program, but for a breach by the subcontractor or vendor or any of its subcontractors. The insurers of the entities that were supposed to be included as additional insureds are third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the indemnified parties or additional insureds to the extent of their respective interests.

Signature: 
John Givens (Aug 1, 2024 14:07 EDT)

Email: jgivens@virtra.com