CITY OF CORAL GABLES
405 Biltmore Way
Coral Gables, FL 33134
(305) 460-5102

Finance Department / Procurement Division
Request for Special Procurements/Bid Waiver
(Not to exceed $100,000 for supplies and services, $25,000 for construction)

Section 2-691 The City Manager shall be authorized to grant special procurements/bid waivers for supplies and services in the amount not to exceed $100,000 and on construction contracts not to exceed $25,000 subject to public notice requirements in accordance with administrative regulations. All other contracts shall be made only when authorized by the city commission upon the written recommendations of the city manager.

PART I: Department/Vendor Information

Division/ Department	**Police/PSD**	Dept. Contact	**Joshua Nunez**	Requisition No.	**TBD**
Suggested Vendor	**Virtra**	Service/Item Description	**Training SImulator**	Value	**$600,000**

PART II: Explanation (Supporting documentation must be attached)

Special/Bid Waiver Procurement	The Virtra 300LE system has many features that exceed the other companies. The software capabilities are very extensive and capable of creating content at a higher level. The hostile system called threat fire is unmatched by the other vendors. There is also a versatile system in the magazines that is not provided by other companies. The size of the scenario library provided by Virtra is more extensive than both other vendors. More detail is provided in the memorandum attached.

Edward J. Hudak, Jr. Digitally signed by Edward J. Hudak, Jr. Date: 2021.09.28 14:08:36 -04'00'

Department Head Signature

9/28/2021

Date

Peter J. Iglesias Digitally signed by Peter J. Iglesias Date: 2021.10.05 16:04:10 -04'00'

City Manager or Designee

Date

Spec Comparison Sheet

	Virtra	Meggitt	Milo
Screens	5 flat screens 4k Resolution	5 flat screens 150x84 16:9	300 deg 1920x1080 16:9
Hit Detection System	Brand Specific Ballistic Coefficients Calculator	5 Cameras system	Laser hit detection Trainee Capture Video
Projector	4k	Short throw projectors	1080P Projector
Low light system	Optional Flashlights	Optional Flashlights	Flashlights
Software	Proprietary+Training Academy	Proprietary	Proprietary
Weapons Amount	Up to 16	Up to 20/4x user	Up to 16/5x User
Ballistics	Ballistics with in .02 milliradians accuracy	Same used by Military	UNK
Options	Magazines, Recoil Kits	Front Cam for student	Milo Kinetix
Hostile System	Threat fire Device	Fires foam pellets	
Scenarios	De-escalation, autism aware, human factors in force, high risk vehicle stops, TQ	De-escalation, use of force, oc spray, taser, lethal force	De-escalation
Companies worked with	Haley, force science, SARRC, Vistellar, IADLEST Certified	Military	Neuro Leadership Institute, Simulated Hazardous Operational Tasks
Branching Average	85 branching options avg	Unknown Average	Unknown average

CITYOFCORALGABLES

-MEMORANDUM-

TO: EDWARD J. HUDAK, JR
CHIEF OF POLICE

DATE: June 25, 2021

FROM: SERGEANT JOSHUA NUNEZ
PROFESSIONAL STANDARDS DIVISION

SUBJECT:
FIREARMS & DRIVING SIMULATORS

ACTIONS/RECOMMENDATION

The Training Section requests to purchase the Virtra V-300LE 4K and the Virtra Driving Simulator Motion Based.

BACKGROUND

The Training Section has an ongoing commitment to provide continuous and progressive training for police officers that ensures the safety of our citizens as well as our staff.
A review of firearms simulators and driving simulators was conducted by the Training Section in order to determine the best product. Three different firearms simulators were reviewed and two driving simulators were reviewed.

Firearms Simulators
Milo Range Pro System
Inveris FATS® 300LE
Virtra V300LE 4K

The first firearm simulator option is Milo Range Pro System is an all-inclusive system suite which includes a laptop computer with MILO software and scenarios-preloaded, HD projector, sound system, hit-detection camera system, SIRT training pistol, and OC spray device for less-lethal decisions.

The second option is Inveris FATS 300LE delivers true-to-life, comprehensive training and includes 5 borderless flat screens, hit detection system, projectors, low-light subsystem, and surround sound. The FATS 300LE supports 3D, marksmanship, judgmental and collective training.

The third option is Virtra V-300LE 4K Simulator enhances officer knowledge, skills, and confidence in a safe, challenging training environment that is highly interactive and engaging. Virtra's V-300LE 4K was the world's first 300-degree law enforcement reality-based situational training simulator that continues to advance training and remains the highest standard of LE training. This intense, immersive training environment takes into account every detail from the smallest pre-attack indicators to the most cognitive overload stimuli situations imaginable. This judgmental use of force and decision-making training simulator is designed to teach, test and sustain trainees and seasoned officer's knowledge and skills.

Virtra V300LE 4K has worked with multiple entities in their design of scenarios, such companies include Force Science and Southwest Autism Research & Resource Center (SARRC). The V-300LE 4K library offers a unique spectrum of situations that run from weapon manipulation drills and marksmanship to top issues like use of force encounters—effectively eliminating any holes in an officer's training.

The Virtra V-300LE 4K Simulator will allow department use of force and firearms instructors the ability to give presentations, classes, and conduct interactive testing and assessment. Police officers will participate in realistic, scenario-based exercises with detailed debriefing and after action review. Utilizing these scenarios will help provide officers with training opportunities that will enhance the overall understanding of shoot/don't shoot situations, non-lethal options, de-escalation techniques and the corresponding decision-making process related to law enforcement use of force. In determining which use of force simulator best suits our department needs, the Training Section contacted different companies that manufacture law enforcement simulator products. Through evaluation of these products, the Training Section determined the Virtra V-300 LE 4K system best suited the department's training needs. This system easily accommodates the size of the firearms simulator training room in our new Police and Fire Headquarters.

Driving Simulators
L3Haris PATROLSIM™
Virtra V-DTS

The first option for driving simulators is the L3Harris Patrolism driving simulator provides hands-on, experiential training for patrol officers, offering experience without risks to people or equipment. The compact, ergonomic design of the PatrolSim driving simulator is a replica of an actual commercial vehicle driving compartment. PatrolSim accurately simulates the vehicle's physical and functional characteristics. It also adjusts to the size, weight, turning radius, tire and suspension characteristics for each vehicle that it simulates.

The second option is, the V-DTS Virtra Driver Training Simulator provides law enforcement agencies with a superior immersive driving environment that focuses on cognitive learning, decision-making skills and situational awareness. The simulator helps teach and sustain trainees and seasoned police officers alike in defensive, emergency, pursuit and driving tactics in a risk-free environment. The simulator utilizes Unity, a high quality real-time 3D development platform for AR/VR content. The V-DTS is an immersive tactics-teaching, cognitive learning police driving simulator. The powerful, multi-screen technology and realistic motion base platform ensures that time spent in the driving simulator translates into real-world survival skills.

The Training Section determined the Virtra V-DTS system best suited the department's training needs.

Virtra has provided two options in regards to their systems. A quote is attached with the option to purchase both the firearms and driving simulator at a cost of $540k. The second option would be a lease program for only the firearms simulator for an initial payment of $76k and annual payment of $68k. The driving simulator is only available as a capital purchase for $150k.

Purchase Option
Virtra V300LE 4K and Virtra V-DTS $540k

Lease Option

Virtra V300LE 4K	Initial Year:	$76k
	Annual Contract Rate:	$68k
Virtra V-DTS	Purchase Only Option:	$150k

SYNOPSIS/CONCLUSION
The Training Section's recommendation is to purchase the Virtra V-300LE 4K and the Virtra Driving Simulator Motion Based.

Funding:
The funding for the simulators was earmarked in the New Building's Furniture, Fixtures, and Equipment (FFE) capital project account.

APPROVAL	DATE	DISAPPROVAL
John Luna, Lieutenant Professional Standards Division	6-28-21	John Luna, Lieutenant Professional Standards Division
Cordell Atherley, Major Professional Standards Division	6/29/21	Cordell Atherley, Major Professional Standards Division
Hajir Nuriddin, Assistant Chief Assistant Chief of Police	6.30.21	Hajir Nuriddin, Assistant Chief Assistant Chief of Police
Edward J. Hudak, Jr, Chief Chief of Police	7/14/21	Edward J. Hudak, Jr, Chief Chief of Police

JN/jn

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

Account Name	Coral Gables Police Department	Created Date	6/3/2021
Contact Name	Joshua Nunez	Quote Number	00005404
Phone	3054605428	Expiration Date	9/30/2021
Email	jnunez@coralgables.com		

Ship To Name	Coral Gables Police Department	Prepared By	Tom Cameron
VirTra STEP Annual Contract Offering		Phone	(480) 968-1488
		Email	tcameron@virtra.com

VIRTRA, INC.

SIMULATED FIREARM EQUIPMENT
AND TRAINING SERVICES AGREEMENT

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

CONTRACT PRICE SUMMARY:

Contract initiation payments (one time.)

Setup & Training:	$6,270.00
S&H	$1,950.00

Annual Recurring Payment:

Annual Contract Rate (STEP)	$68,070.00

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

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

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

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

FOR AGENCY

Signature _____ Date _____

VirTra

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

_____
Printed Name and Title

_____
_____
_____
_____

FOR VIRTRA

_____ _____
Signature Date

_____
Printed Name and Title

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

EXHIBIT A

VIRTRA, INC.
AGREEMENT FOR SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES

GENERAL TERMS AND CONDITIONS

1. NON-EXCLUSIVE AGREEMENT

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

2. PRODUCTS AND SERVICES

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

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

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

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

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

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

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

3. NECESSARY ACTS AND FURTHER ASSURANCES

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

4. COUNTING DAYS

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

5. PRICING

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

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

6. MODIFICATION

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

7. HAZARDOUS SUBSTANCES

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

8. SHIPPING AND RISK OF LOSS

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

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

9. INSPECTION AND RELATED RIGHTS

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

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

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

Agency's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Installation Sign-off.

10. ADJUSTMENT BY COMPANY

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

11. INVOICING

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

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

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

12. AVAILABILITY OF FUNDING

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

appropriation for payment to VirTra.

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

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

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.
VirTra shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under VirTra's federal and state identification number(s).

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

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

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

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

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

19. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT
VirTra may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of Agency. Notwithstanding the foregoing, VirTra may transfer it rights and obligations under this Agreement in conjunction with a sale of all or substantially all of VirTra's assets.

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

A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between VirTra and the Agency, including but not limited to: a) established pricing and fees; b) product support and maintenance until the contract is terminated; and c) no price escalation during the term of the Agreement.

B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The Agency will not be required to pay any additional license or maintenance fee.

C. Give the Agency prompt written notice following the closing of an acquisition, merger, divestiture or other transfer of rights involving VirTra.

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

22. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include; but not limited to, Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service, or governmental declaration of emergency or disaster if it affects the Agency

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

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

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

23. CONFLICTS OF INTEREST

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

24. INDEPENDENT CONTRACTOR

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

25. INSURANCE

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

26. DAMAGE AND REPAIR BY CONTRACTOR

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

28. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

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

29. INDEMNITY

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

30. WARRANTY; MAINTENANCE

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

31. COOPERATION WITH REVIEW

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

32. NON-DISCRIMINATION

VirTra shall comply with all applicable Federal, State, and local laws and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; and The Rehabilitation Act of 1973 (§§ 503 and 504), VirTra shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall VirTra discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. VirTra's violation of this provision shall be deemed a material default by VirTra giving Agency a right to terminate the Agreement for cause.

33. SEVERABILITY

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

34. NON-WAIVER

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

35. USE OF COMPANY'S NAME FOR COMMERCIAL PURPOSES

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

36. HEADINGS AND TITLES

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

37. ENTIRE AGREEMENT

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

38. EXECUTION & COUNTERPARTS

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

39. NOTICES

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

40. SURVIVAL

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

41. CONTRACT EXECUTION

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

42. AGENCY POINT OF CONTACT

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

43. THIRD PARTY BENEFICIARIES

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

44. AUTHORITY

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

45. DATA AND OWNERSHIP

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

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

46. CONFIDENTIAL INFORMATION

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

47. LIMITATION OF LIABILITY

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

48. OWNERSHIP PROPERTY

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

49. TAXES

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

50. TAX EXEMPTION

Agency must provide VirTra 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 VirTra invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Agency to pay all required taxes. Additionally, it will be Agency's responsibility to obtain any tax refunds permitted if VirTra has collected and remitted taxes to a taxing authority.

Exhibit B
Maintenance and Support Agreement

During the term of the Agreement, and provided that Agency is in material compliance with the terms and conditions set forth in Exhibit A, VirTra includes the following maintenance and support at no additional charge. Notwithstanding the foregoing, warranty and support may be

excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

1: VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.
*Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit D.

- Upgrade VirTra Operating System (VOS) Features [1]
- Install new VirTra training scenarios[2]
- 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: Simulator Computer and Projector Upgrade after five (5) years of deployment and if Contract renewal into sixth year of service. Other electronics and hardware to be upgraded at VirTra's discretion.
6: Travel expenses if a VirTra technician must travel to customer location.
7: Overnight Shipping on all replacement or repaired parts[5]
8: Remote Assistance[6]

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 – Agency will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible with Agency's system and, accordingly, no guarantee of additional scenarios is provided.
3 – TASER X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER handle.
4 – Limited Quantities and not available for all components.
5 – Where Available.
6 – Agency must allow remote access to System.

Exhibit C
System Acceptance Checklist

Initial Setup and Testing (Some items may not be applicable)
Visually Inspect the System and Explain its Components
Open each box/container and verify all items are accounted for
Setup and Position Screen(s) and CPU Rack
Layout Speakers, All Wiring and Balance all Sound Levels
Install Training Platform (If Applicable)
Install and Align all Projected Images and Camera Views
Test all Weapon Kits and Wireless Accessories
Ensure all User Manuals are Correct for System & Accessories
Instructional Training (***Some items may not be applicable)
Explain Proper Maintenance and Enviornmental Conditions
Explain the importance of Firearm Safety
Explain and Demonstrate how to Install Weapon Kits
Explain and Demonstrate how to properly Maintain Weapon Kits
***Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling
Explain and Demonstrate how to Fill the Weapon Magazines
Explain and Demonstrate how to Properly Boot Up and Shutdown the System
Explain the functionality of Wake-On-LAN
Explain and Demonstrate how to Run VOS™
Explain the Different Scenario Types and how to run Each Type of Scenario
Explain and Demonstrate how to Create Scenario Tags and Filters
Explain and Demonstrate how to Create Scenario Playlists
Explain and Demonstrate how to Add Scenario Favorites
Explain and Demonstrate Proper Projector Alignment
Explain and Demonstrate V-Tracking Camera Calibration through V-Tracking Tools

VirTra

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

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

Exhibit D:
Services, Equipment, and Annual Rate Summary

Product Code	Product Description	Quantity
VHU-BS-300	Eliminates the 5 inch black border between screens to increase immersion on VirTra V-300® systems.	1.00
VATU-LL-G2X	Hardware and software for low light training, includes 2 flashlights. For use with advanced handheld lights only (VATU-FLT-G2X).	1.00
VNLW-OCC-MK3	Laser-based MK3 model OC training device.	2.00
VWSA-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	1.00
VATU-TMAR	Trainee monitor and recording. Real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators.	1.00
VHU-TRS-300	Overhead truss structure for V-300®, front project systems.	1.00
V-M4-RK	VirTra engineered tetherless rifle recoil kit for AR15, M4 and M16.Includes internal laser and one double sealed standard magazine (V-M4-SM). Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer)	3.00
V-M4-SM/ASM-AP	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	1.00
V-M4-ASM	Advanced refillable rifle magazine with pressure supply, shot counting (defaults to 30 rounds per magazine), rechargeable battery pack, and wireless communications. For use with the V-M4-RK recoil kit. (Requires the VWSA-RFS or VWSA-RFN and VWSA-WS)	3.00
V-G17-RK-G5	Micro-switch activated tetherless handgun recoil kit for the Glock 17 Gen 5. Includes one Standard Magazine (All recoil kits convert real firearms which must be supplied by the customer).	4.00
VTRK-G17-SM	Additional Standard magazine for use with the VTRK-G17 recoil kits.	4.00

VirTra

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

V-G17-SM-AP	Adapter plate for the VTRK-G17-SM (Requires VirTra refill station).	1.00
V-G17/22-FSM	Fundamental Skills Magazine (FSM) for use with the VTRK-G17/T/22/45 recoil kits. Requires Co2 Refill Nozzle (VWSA-RFN) or Adapter Plate (VWSA-VTRKG17/22-FSM-AP) and Refill Station for Co2 refill.	4.00
V-G17/22-FSM-AP	Adapter plate for the VTRK-G17/22-FSM (Requires VirTra refill station).	1.00
V-M4-SM	VirTra engineered, refillable, double seal, standard magazine. One refill station (VWSA-RFS) and one adapter plate (V-M4-SM/ASM-AP) required for CO2 refill. M16, AR-15, M4, 30 Rd.	3.00
VATU-TFII	VirTra Systems patented Threat-Fire™ return-fire-simulator device delivers a safe and adjustable electrical impulse to simulate hostile fire and enhance realism during training. No eye-protection required (Requires wireless station).	2.00
V-300LE-1 4K®	VirTra Systems V-300® LE-1 4K 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.	1.00
VATU-ASU-VA	VirTra V-Author™ software and desktop computer. Create and edit custom scenario content using included or site specific panoramic photographs and included assets. Includes standard asset and background package. Additional hardware required. Additional V-Author Training (V-AUHTOR-TRNG) required on Capital Purchase Contracts. For use with V-180 and V-300 systems.	1.00
V-VICTA-01	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	1.00
VATU-FLT-TLR1	Model TLR-1 laser-based weapon mounted flashlight. Not compatible with filter flashlight (Requires low light training).	2.00
VWSA-WS	Required for wireless recoil kits and the Threat-Fire™ to connect to the VirTra simulator (Only one wireless station needed per system).	1.00
VNLW-TAS-X2	TASER® X2 simulation cartridges package (left & right assembly.) Works in customer supplied/live TASER X2.	2.00

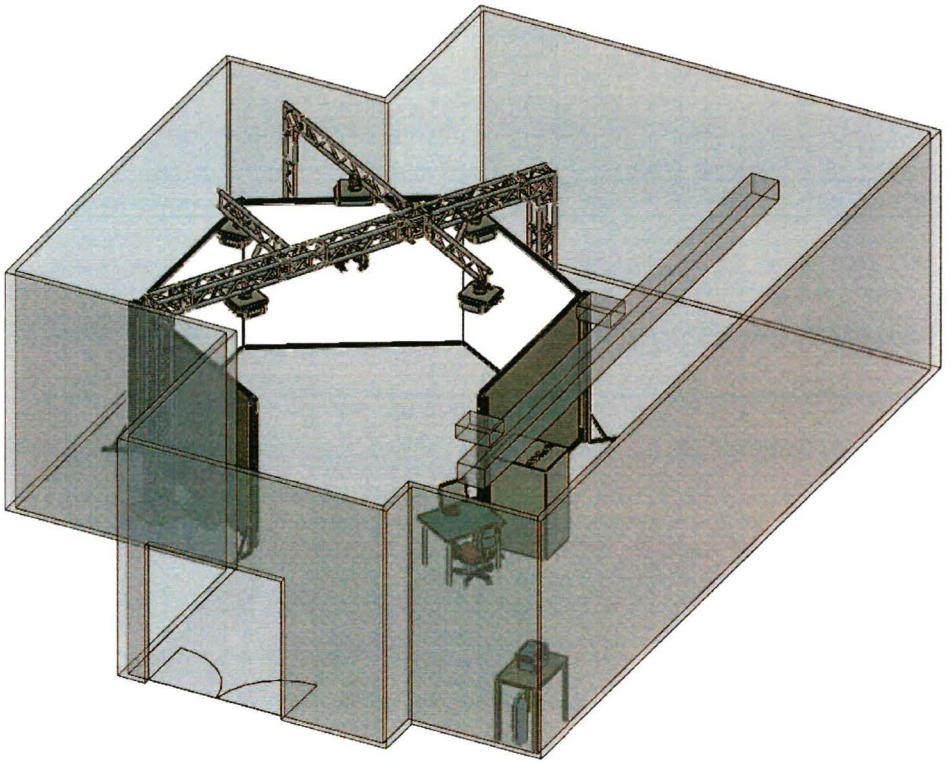
Annual Contract Rate (STEP)	$68,070.00

NOTE(S):

1. ELECTRICAL: V-300 REQUIRES AT LEAST (3) DUAL OUTLETS EACH ON SEPARATE 20A CIRCUITS(110V 60HZ); (2) AT THE PERIMETER OF THE SYSTEM BASE AND (1) ABOVE THE CEILING MOUNTED PROJECTORS.
2. (P) = POWER RECEPTACLE ON WALL OR CEILING.
3. SYSTEM NOT TO ENCOUNTER AMBIENT LIGHT DURING TRAINING OR USE.
4. ROOM NEEDS ADEQUATE CLIMATE CONTROL FOR ELECTRONICS. SUGGESTED ENVIRONMENT ~65°F TO 75°F.
5. CUSTOMER IS RESPONSIBLE FOR FOLLOWING BUILDING/FIRE CODE FOR ANY MODIFICATIONS.
6. UNOBSTRUCTED ACCESS TO SIMULATOR ROOM REQUIRED.
7. GIVEN DIMENSIONS IN FEET' INCHES" AND ARE SUBJECT TO CHANGE.

CONFIGURATION NOTE(S):

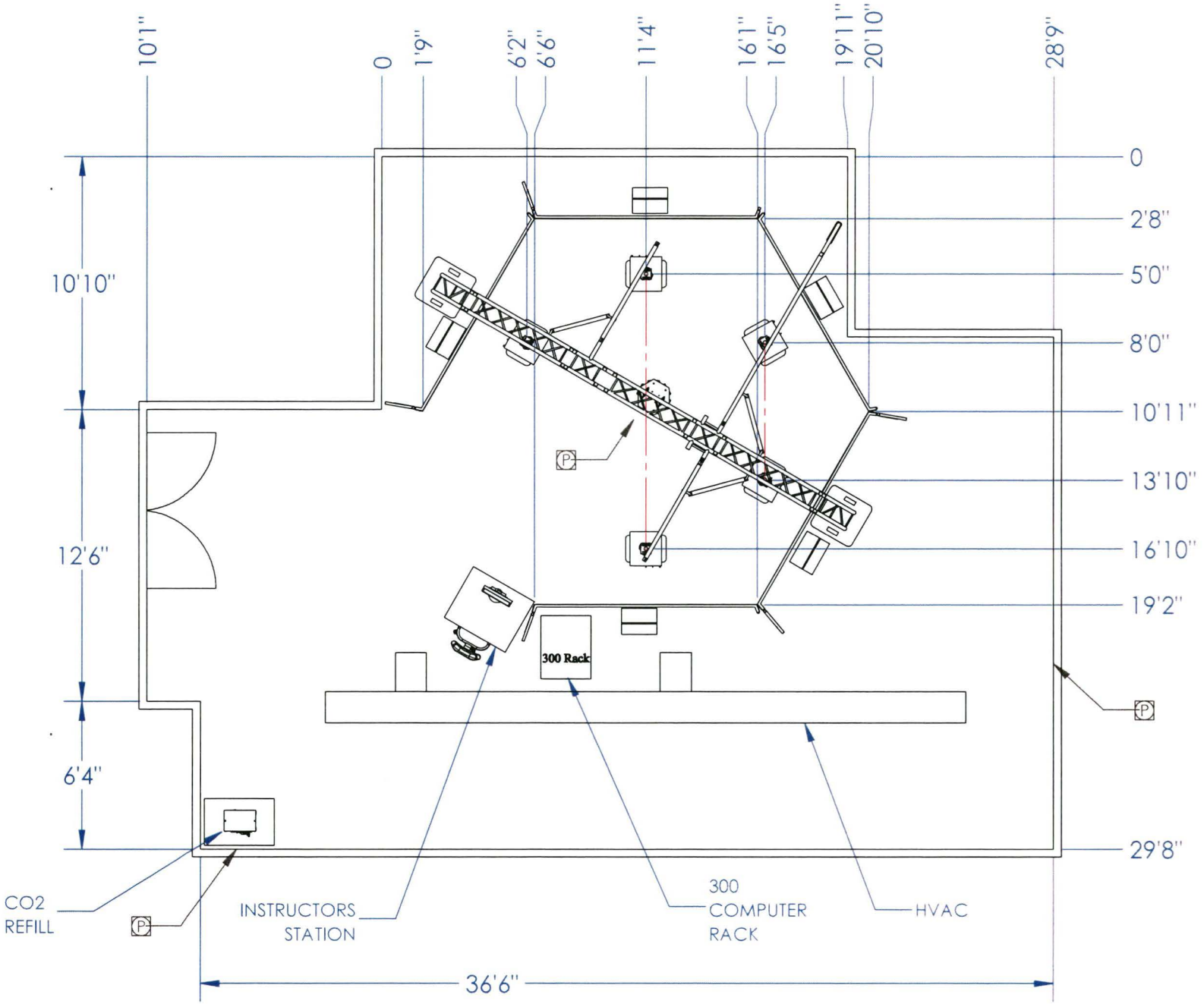
1. V-300 FRONT PROJECT, 4K
2. 12" LOWERED SCREENS
3. TRUSS SYSTEM
4. ESTIMATED AUDIO LENGTH: 10', 25', 35', 45', 55'
5. ESTIMATED VIDEO LENGTH: 35', 45' X2, 50', 55'
6. ESTIMATED USB LENGTH: 45' 10X



VirTra

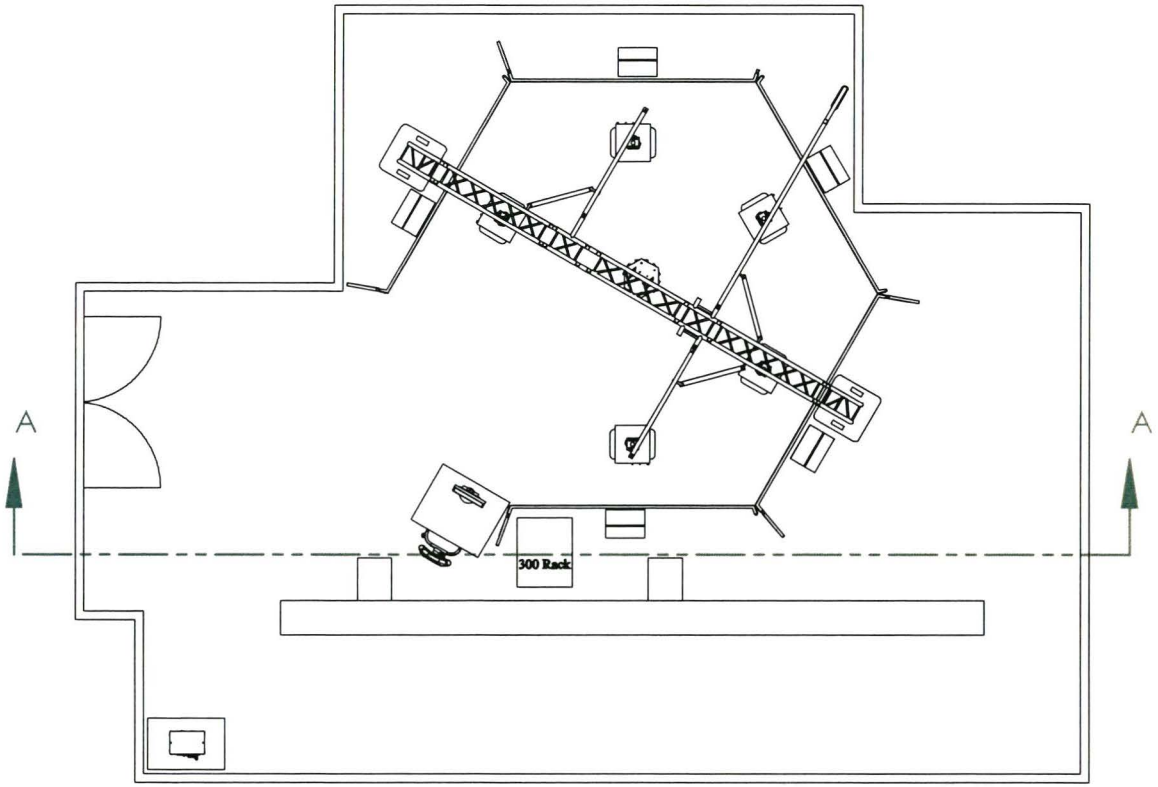
CORAL GABLES, FL PD
V-300 RANGE, FRONT PROJECTION, 4K TRUSS, STANDARD SCREEN

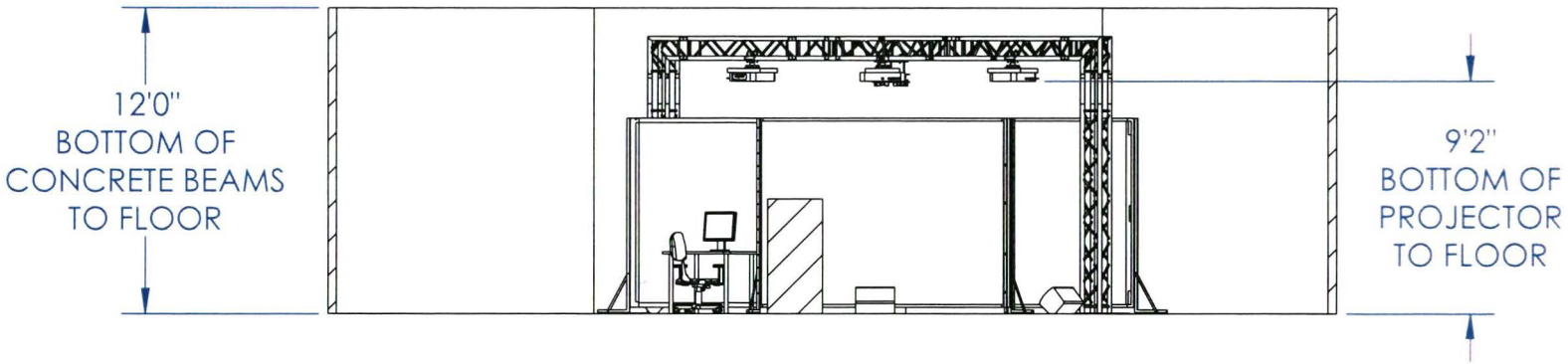
DRAWING NUMBER	CORAL GABLES V-300 4K TRUSS	SHEET 1 OF 3



VirTra

DRAWING NUMBER	SHEET
CORAL GABLES V-300 4K TRUSS ROOM	2 OF 3

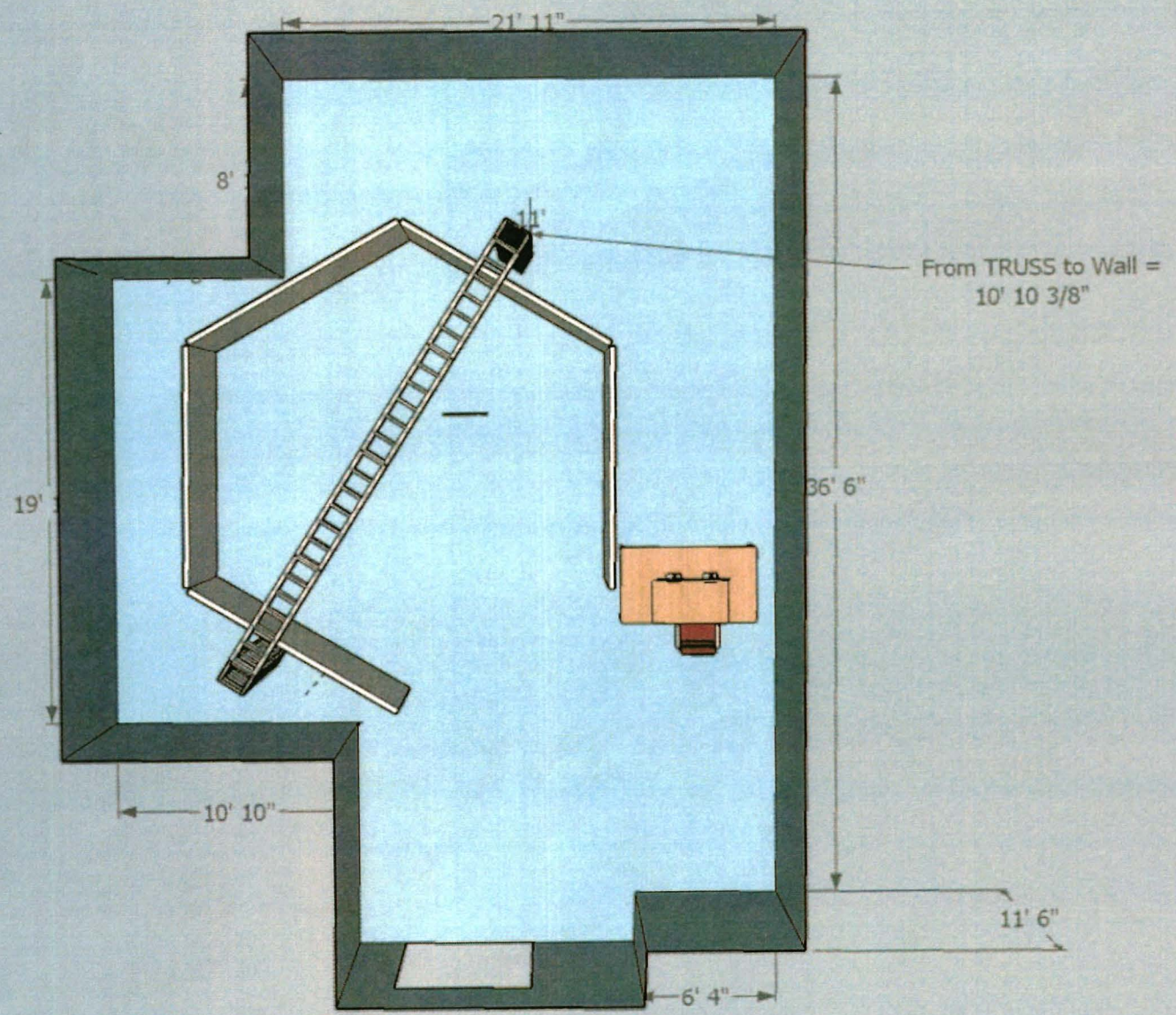


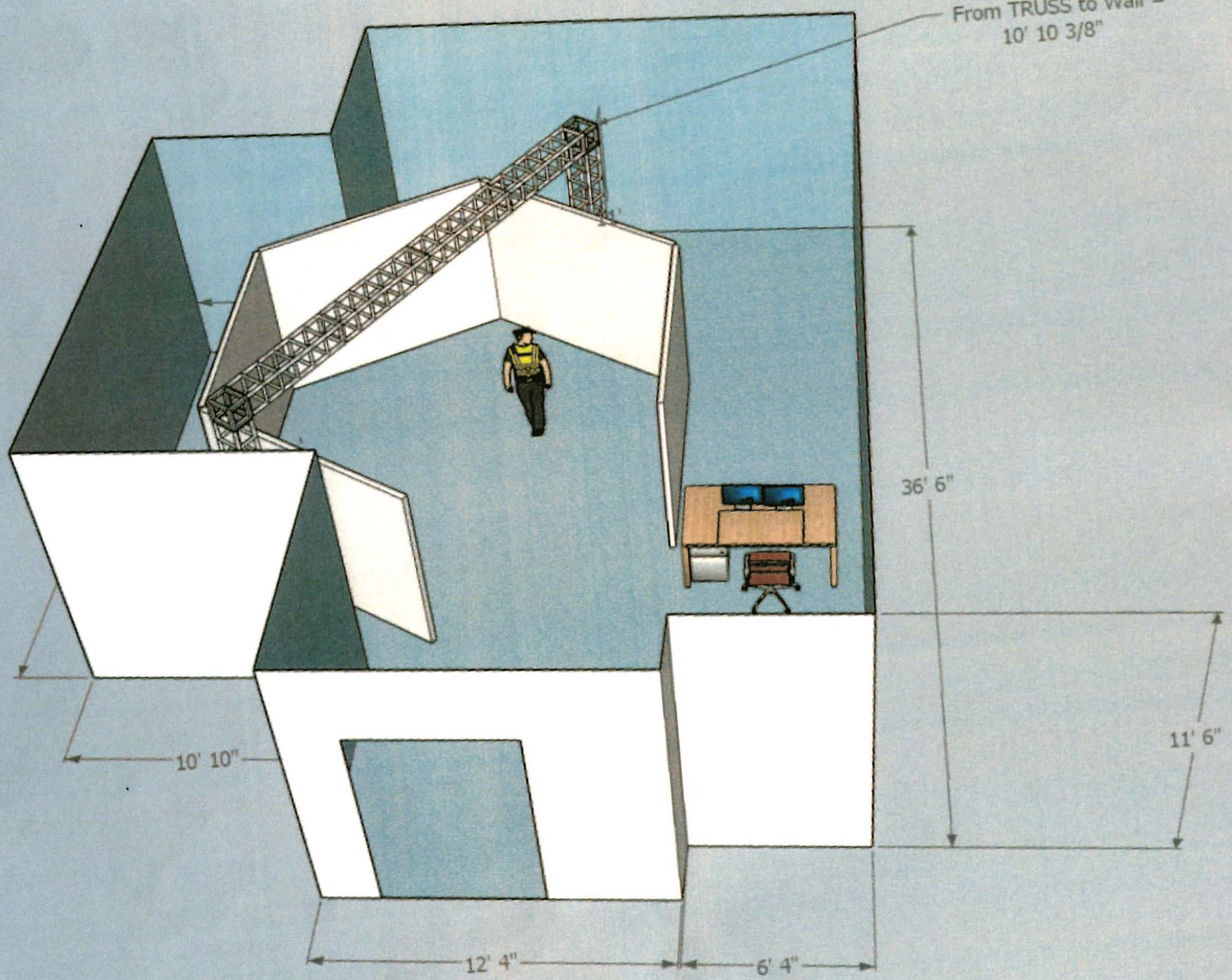


SECTION A-A
SCALE 1 : 90

VirTra

DRAWING NUMBER	SHEET
CORAL GABLES V-300 4K TRUSS ROOM	3 OF 3


21' 11"
8'
11'
From TRUSS to Wall =
10' 10 3/8"
19'
36' 6"
10' 10"
11' 6"
6' 4"


From TRUSS to Wall =
10' 10 3/8"
36' 6"
11' 6"
10' 10"
12' 4"
6' 4"

VirTra

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

Account Name	Coral Gables Police Department	Created Date	6/3/2021
Contact Name	Joshua Nunez	Quote Number	00005344
Phone	3054605428	Expiration Date	9/30/2021
Email	jnunez@coralgables.com		
Ship To Name	Coral Gables Police Department	Prepared By	Tom Cameron
		Phone	(480) 968-1488
		Email	tcameron@virtra.com

Notes: Please note that taxes will be based on customer location and tax rate. Please let me know if you are TAX EXEMPT.

Product Code	Product	Product Description	Sales Price	Quantity	Discount	Total Price
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	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
V-300LE-1 4K®	VirTra V-300® LE 4K (w/ 1 year warranty)	VirTra Systems V-300® LE-1 4K 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.	$158,995.10	1.00	20.00%	$127,196.08
VHU-BS-300	Borderless Screens (V-300® Systems)	Eliminates the 5 inch black border between screens to increase immersion on VirTra V-300® systems.	$9,458.90	1.00	35.00%	$6,148.29
V-300-INSTL	VirTra V-300® Installation/Training	VirTra Installation and Training for one (1) V-300® System. Includes all travel and expenses in the CONUS.	$6,270.00	1.00		$6,270.00
SP-V300-A	Service Plan - V-300® - Annual	Additional year annual service agreement to include telephone support, remote assistance, labor, parts, travel, software updates, and overnight shipping. This package also includes	$22,750.00	4.00	25.00%	$68,250.00

		an annual service and maintenance visit from a VirTra technician. Includes all travel and expenses in CONUS.				
VATU-TMAR	Trainee Monitor and Recording	Trainee monitor and recording. Real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators.	$7,196.20	1.00		$7,196.20
VATU-ASU-VA	VirTra V-Author™	VirTra V-Author™ software and desktop computer. Create and edit custom scenario content using included or site specific panoramic photographs and included assets. Includes standard asset and background package. Additional hardware required. Additional V-Author Training (V-AUHTOR-TRNG) required on Capital Purchase Contracts. For use with V-180 and V-300 systems.	$12,650.00	1.00	50.00%	$6,325.00
V-G17-RK-G5	VirTra Tetherless-Glock 17 Gen 5	Micro-switch activated tetherless handgun recoil kit for the Glock 17 Gen 5. Includes one Standard Magazine (All recoil kits convert real firearms which must be supplied by the customer).	$4,570.50	4.00	10.00%	$16,453.80
VTRK-G17-SM	VirTra Tetherless-Glock 17- Standard Magazine	Additional Standard magazine for use with the VTRK-G17 recoil kits.	$606.10	4.00		$2,424.40
V-G17-SM-AP	VirTra Tetherless-Glock 17-Adapter Plate	Adapter plate for the VTRK-G17-SM (Requires VirTra refill station).	$480.70	1.00		$480.70
V-G17/22-FSM	VirTra Tetherless-Glock 17/22- Fundamental Skills Magazine	Fundamental Skills Magazine (FSM) for use with the VTRK-G17/T/22/45 recoil kits. Requires Co2 Refill Nozzle (VWSA-RFN) or Adapter Plate (VWSA-VTRKG17/22-FSM-AP) and Refill Station for Co2 refill.	$1,447.05	4.00		$5,788.20
V-G17/22-FSM-AP	VirTra Tetherless-Glock 17/22-FSM Mag. Adapter Plate	Adapter plate for the VTRK-G17/22-FSM (Requires VirTra refill station).	$480.70	1.00		$480.70
V-M4-RK	VirTra Engineered Tetherless M4 Kit	VirTra engineered tetherless rifle recoil kit for AR15, M4 and M16.Includes internal laser and one double sealed standard magazine (V-M4-SM). Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer)	$4,981.90	3.00	10.00%	$13,451.13
V-M4-SM	VirTra Tetherless-Standard M4 Magazine	VirTra engineered, refillable, double seal, standard magazine. One refill station (VWSA-RFS) and one adapter plate (V-M4-SM/ASM-AP) required for CO2 refill. M16, AR-15, M4, 30 Rd.	$925.00	3.00		$2,775.00
V-M4-ASM	VirTra Tetherless-Advanced Skills AR15/M16/M4-Magazine	Advanced refillable rifle magazine with pressure supply, shot counting (defaults to 30 rounds per magazine), rechargeable battery pack, and wireless communications. For use with the V-M4-RK recoil kit. (Requires the VWSA-RFS or VWSA-RFN and VWSA-WS)	$2,288.00	3.00		$6,864.00
V-M4-SM/ASM-AP	VirTra M4 SM and ASM Adapter Plate	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	$480.70	1.00		$480.70
VNLW-OCC-MK3	OC Canister-MK3	Laser-based MK3 model OC training device	$2,145.00	2.00		$4,290.00

VirTra

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

VNLW-TAS-X2	X2 TASER® Simulation Cartridges	TASER® X2 simulation cartridges package (left & right assembly.) Works in customer supplied/live TASER X2.	$3,243.90	2.00		$6,487.80
VATU-LL-G2X	Low Light-Training-G2X	Hardware and software for low light training, includes 2 flashlights. For use with advanced handheld lights only (VATU-FLT-G2X).	$4,404.40	1.00	10.00%	$3,963.96
VATU-FLT-TLR1	Weapon Mounted Flashlight-TLR1	Model TLR-1 laser-based weapon mounted flashlight. Not compatible with filter flashlight (Requires low light training).	$1,248.50	2.00		$2,497.00
VATU-TFII	VirTra Threat-Fire™	VirTra Systems patented Threat-Fire™ return-fire-simulator device delivers a safe and adjustable electrical impulse to simulate hostile fire and enhance realism during training. No eye-protection required (Requires wireless station).	$3,374.80	2.00	10.00%	$6,074.64
VWSA-WS	Wireless Station	Required for wireless recoil kits and the Threat-Fire™ to connect to the VirTra simulator (Only one wireless station needed per system).	$1,658.80	1.00		$1,658.80
VWSA-RFS	Refill Station	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	$4,404.40	1.00	20.00%	$3,523.52
V-DTS-M	VirTra Driver Training Simulator- Motion Base	VirTra Driver Training Simulator with Motion Base. Supports multiple training environments with customization ready scenario content and vehicle configurations. Operates using the VirTra VOS Software platform and includes all hardware required for setup. Shipping and Installation sold separately. Includes one year service/support agreement.	$137,665.00	1.00	10.00%	$123,898.50
VHU-DTS-RV	VirTra Driver Training Simulator- Rear-View Screen	Additional screen hardware and software link for use with the V-DTS Products. Completes trainee rear-view and allows for more realistic backing maneuvers and exercises. Screen mounting hardware and movable base included.	$4,345.00	1.00	10.00%	$3,910.50
SP-VDTS	VirTra Driver Training Installation and Training	V-DTS CONUS Installation and Training by a qualified VirTra Technician at customer site.	$6,270.00	1.00	10.00%	$5,643.00
SP-VDTS	VirTra Driver Training Simulator- Service Contract	Additional Service Agreement to support the V-DTS Products. Calculated at 10% of related invoiced items.	$12,781.00	1.00	10.00%	$11,502.90
VHU-TRS-300	Truss System (V-300® System)	Overhead truss structure for V-300®, front project systems.	$7,603.20	1.00	10.00%	$6,842.88
V-AUTHOR-TRNG	VirTra V-Author® Training	Two Day (16 hours) VirTra Training for one (1) V-Author® Software and hardware package (VATU-ASU-VA.) Includes all travel and expenses in the CONUS. For client retention of training, VirTra suggests training occur at least 3 weeks after relevant VirTra simulator installation and training.	$3,600.00	1.00	5.00%	$3,420.00
				Subtotal		$540,847.80

VirTra

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

Discount	16.00%
Total Price	$454,297.70
S&H	$3,750.00
Grand Total	$458,047.70

Sales Terms and Conditions for Direct Sales to End Users/Buyer
Effective as of August 13, 2020 (supersedes all prior versions)

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 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 7970 S Kyrene Rd., Tempe, AZ 85284.

These Sales Terms and Conditions for Direct Sales to End Users/Buyers ("T&C") apply to Buyer's purchase of all Goods and Services purchased directly from Seller. Goods and Services sold by Seller are expressly subject to and conditioned upon the T&C **set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound to these T&C. Any different or 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.**

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 using their Return Merchandise Authorization (RMA) form.

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.

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 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 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. Seller may at its sole discretion invoice parts of an order separately. Seller may suspend or cancel Buyer's order for any failure 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.

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.

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.

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.

Shipping; Title; Risk of Loss. Shipping and handling cost 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. 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.

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.

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.

Regulations and Restrictions. Buyer agree 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.

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 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..

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.

Severable Provisions. If any provision of these T&C 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.

Limitation of Liability. Seller shall not be liable for any or all loss or damage suffered by Buyer in excess of the contract price. Nothing contained in these T&C shall be construed so as to limit or exclude the liability as a result of Seller's gross negligence or that gross negligence of its employees or agents.

Relationship of Parties. Nothing contained in these T&C shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these T&C 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.

Entire Agreement. These T&C, along with the any product warranty, license and service agreement(s) provided, constitute the entire agreement between the parties. These Sales T&C supersede and replace 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.

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 these T&C 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 these T&C and the associated transactions.

Exclusions and Limitations; Release. To the 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. 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 the warranty document. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have. Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Seller product will not exceed the purchase price paid to Seller by Buyer for the product, notwithstanding third-party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, 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. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. 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.

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

To accept this quote as a purchase order, please sign and return to VirTra rep

Signature: _____

Printed Name:_____

Date:_____

-SELECT PAYMENT METHOD-

_____ Credit Card; include contact information only (subject to limits)
_____ Purchase Order:
_____ Check:
_____ Other (please specify):