

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR THE PURCHASE OF VIRTUAL REALITY DE-
ESCALATION TRAINING SIMULATOR**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100016429; 23-040**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20____, and **Govred Technology, Inc.** (“Govred” or “Vendor”). City and Vendor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City’s RFCSP No. 6100016429; 23-040, including all exhibits, attachments and addendums thereto (**Exhibit A**);
- c. Vendor’s Price Schedule, hereinafter the “Price Schedule” (**Exhibit B**); and
- e. Vendor’s Proposal in response to RFCSP No. 6100016429; 23-040 (**Exhibit C**).

2.0 TERM

Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract and shall continue in full force and effect for five years, unless sooner terminated in accordance with the provisions of this Agreement. Vendor shall continue to provide software updates for the life of the system and such obligation shall survive the termination or expiration of this Agreement.

3.0 SERVICES

- 3.1 Description of Services. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, Contractor shall, in accordance with all terms and conditions set forth in this Agreement, provide to City the turnkey virtual reality training solution, Apex Officer® and provide the City and its authorized users access to the software offerings, training scenarios, content library and service maintenance, warranty and the support services (“Services”) as described in **Exhibit C**, Contractor’s Proposal.
- 3.2 Access and Use. Contractor hereby grants to City, exercisable by and through its authorized users, a paid-up, non-exclusive, non-transferable license for use of the Services, including in operation with other software, hardware, systems, networks, and services for City’s business purposes.
- 3.3 Support and Maintenance / Service Level Agreement. Contractor shall provide maintenance and support for the Services, including defect repair, programming corrections, and remedial programming, in accordance with the provisions of this Agreement and as described in **Exhibit C**, Contractor’s Proposal, including the service levels indicated therein. Service maintenance includes all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Services, that Contractor provides at no additional charge to its other similarly situated customers. The support and maintenance services are included in **Exhibit B**, Price Schedule, and Contractor shall not assess any additional fees, costs, or charges for such support services. City shall not be required to sign a separate maintenance and support / Service Level agreement.

4.0 APEX OFFICER ® XPRO TRAINING SIMULATOR

In addition to any other equipment, components and features identified in **Exhibit C**, Contractor’s Proposal, the following are included in with the Apex Officer® XPro Training Simulator:

- a) Apex-VTW-U1 (Universal Device) - This device enables trainers to select a VR baton, VR flashlight, or VR oleoresin capsiicum spray for conducting low-light and less-lethal training.
- b) Apex-VTW-T1 (Taser) - Virtual Reality Training Taser - A taser equipped with virtual tracking for training.
- c) Apex-VTW-G1 (Pistol) - Virtual Reality Training Pistol - A pistol equipped with virtual tracking for training.
- d) Apex-VTW-R1 (Rifle) - Virtual Reality Training Rifle - A rifle equipped with virtual tracking for training.
- e) Virtual Reality Head-Mounted Display (VRHMD) - This is a device that you wear on your head. It has a small display in front of each eye that shows images, and it also comes with noise-cancelling headphones to create a 360-degree audio environment.

- f) Trainer/Instructor Laptop and Trainer/Instructor Headset - With the help of a laptop and a noise-canceling headset, trainers can effortlessly manage and personalize their training content for an immersive and realistic training session for trainees.
- g) The X-Pro has two trainer laptops and four trainee devices, which include four VRHMDs, four Universal Devices, four Tasers, four Pistols, and four Rifles.
- h) Vendor shall provide the wireless router and all necessary cable accessories for the Apex Officer XPro Training Simulator, in addition to the above-mentioned devices.

5.0 PRICE SCHEDULE

For purposes of clarification, Vendor’s Price Schedule, **Exhibit B, Item 6**, Annual Maintenance and Support 24x7 – 365 Days, the Unit Price is **\$12,000 per year**. Vendor is providing the first year at no cost as all equipment comes with a 12-month warranty. Years 2 – 5 are \$12,000 per year for a total of \$48,000.

6.0 NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
 Police Department
 P.O. Box 839966
 San Antonio, Texas 78283-3966

If intended for Vendor, to:

Govred Technology
 5006 Bond Street
 Las Vegas, Nevada 89118

With copy to:

City of San Antonio
 Finance Department, Purchasing Division
 P.O. Box 839966
 San Antonio, Texas 78283-3966

7.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement

between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

GOVRED TECHNOLOGY, INC.

Name: Angelica Mata

Name: Chase Dittmer

Title: Assistant Finance Director

Title: President

Date: _____

Date: _____

Approved as to Form:

Assistant City Attorney