



Judge Saraiko T. Gardner  
Chairperson

# State of New Hampshire

## POLICE STANDARDS & TRAINING COUNCIL

Arthur D. Kehas  
Law Enforcement Training Facility & Campus  
17 Institute Drive, Concord, N.H. 03301-7413  
603-271-2133 – Fax: 603-271-1785  
TDD Access: Relay NH 1-800-735-2964



John V. Scippa  
Director

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August 27, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, NH 03301

### REQUESTED ACTION

Authorize the New Hampshire Police Standards and Training Council (NHPSTC) to enter into a contract with Street Smarts VR, Inc. New York, NY (Vendor Code Pending) in the amount of \$49,500 to provide virtual reality training equipment and software services for de-escalation and decision-making simulations effective upon Governor and Council approval through September 30, 2026. **100% General Fund.**

Funds are available in the following account for Fiscal Year 2026:

06-87-87-870510-72380000, Crisis Intervention Training

	<u>FY2026</u>
037-500173 – Technology-Hardware	\$49,500

### EXPLANATION

NHPSTC provides contemporary police training to every law enforcement officer in the state as both the only recruit training academy in New Hampshire and the source for much of the in-service training for currently certified police officers. As part of the initial recruit training, new officers are trained in de-escalation and decision-making scenarios. To enhance and improve the amount of realistic scenario-based training, NHPSTC has sought to introduce advanced technology to supplement the limited resources and volunteers that assist with these scenarios. This has been identified as a priority in the current NHPSTC information technology plan. On March 11, 2025, NHPSTC released an RFP seeking proposals for “De-Escalation and Decision-Making Simulation Training Devices”. Proposals were to be submitted by March 28, 2025.

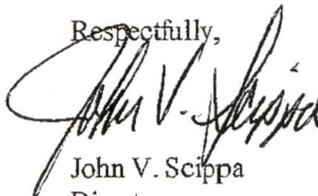
Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
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August 27, 2025

NHPSTC received seven proposals. The bidders were Street Smarts VR, Ti Training LE, Operator XR, VirTra, V Armed, Axon, and Milo. A committee of seven personnel was formed to evaluate all of the proposals.

After reviewing the Street Smarts VR submission and committee scores, NHPSTC feels that this virtual reality training equipment will provide excellent de-escalation scenario-based training for both new recruits and currently certified police officers in the state. We respectfully request that you approve this contract.

NHPSTC has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. NHPSTC also requested and received approval from the Commissioner of Department of Information Technology, DoIT project #2026-020. Documents supporting these assertions are available at the agency, for review upon request.

Respectfully,



John V. Scippa  
Director

**Bid Specification**

Seven vendors submitted a proposal for mental health training. Bids were scored based on four categories: Program Cost 30 points (30%), Depth and Applicability of Prior Vendor Experience 20 points (20%), Completeness, Currency, and Relevance of Response 20 points (20%), Training and Product Support 10 points (10%), Quality and Realism of Simulation Technology 20 points (20%). Those participating in the bid evaluation process were Law Enforcement Training Specialists Major Peter Russell, Captain Kris Kerkensen, Captain Douglas Bartlett, Lieutenant Todd Crumb, Scott Ferguson, Director John Scippa and Dr. Kimberly Stewart.

De-Escalation and Decision-Making Simulation Proposal Vendors	Street Smarts VR	Ti Training	Operator XR	VirTra	V Armed	Axon	Milo
Price Quote	\$49,500.00	\$195,500.00	\$58,300.00	\$211,906.04	\$289,000.00	\$3,612,962.00	\$95,325.00
Program Cost (30 Points 30%) Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) X Number of Points for Score	30	7.6	25.47	7.01	5.14	0.41	15.58
Depth and Applicability of Prior Vendor Experience (20 Points 20%)	15.57	17.71	13.86	19.29	14.43	16.71	16.14
Completeness, Currency, and Relevance of Response (20 Points 20%)	17.15	18.29	16.14	18.58	18.71	13.57	3.72
Training and Product Support (10 Points 10%)	7.43	9.42	6.58	7.14	8.14	6.72	5.57
Quality and Realism of Simulation Technology (20 Points 20%)	14.14	19	9.71	16.86	18.86	12.43	7.14
Grand Total (100 Points)	84.29	72.02	71.76	68.88	65.28	49.84	48.15
Rank	1	2	3	4	5	6	7

**Captain Kris Kerkensen** – Capt. Kerkensen joined PSTC in 2022 and has over 25 years of law enforcement experience. Capt. Kerkensen present serves as a Commandant for the NH Police Academy. Prior to joining PSTC, Capt. Kerkensen worked for the Town of Rollinsford Police Department and Strafford County Sheriff's Office. During Capt. Kerkensen's career, he has worked in the capacities ranging from patrol officer to command positions in law enforcement.

Capt. Kerkensen holds a bachelor's degree in criminal justice from Hesser College and specializes in firearms training and tactics as well as use of force.

**Lieutenant Todd Crumb** – Lt. Crumb currently serves as a Law Enforcement Training Specialist in the Recruit Training Bureau. He started his law enforcement career in 2016 as a patrol officer and has been with Police Standards and Training since 2023. His undergraduate education includes a double major in Criminal Justice and Psychology and he has a master's degree in Criminal Justice Administration. Additionally, Todd earned a graduate certificate in Restorative Justice. Prior to his work in law enforcement, Todd worked in the Juvenile Justice and Child Welfare Systems in many different capacities. In addition to routinely teaching Juvenile Law, Victim Witness, ICAT and Community Diversity, Todd is a CrossFit Level 1 Trainer, a Defensive Tactics Instructor, an OC Instructor and a Firearms Instructor.

**Major Peter D. Russell** – Major Russell presently serves as the Bureau Commander of the Recruit Training Bureau. Peter Russell started his law enforcement career in 2000, and has served as a patrol officer, shift supervisor, shift commander, and as tactical team leader. His education includes a bachelor's degree in psychology minoring in Criminal Justice from Missouri Southern State University, and a Juris Doctorate from Loyola University. Peter joined Police Standards and Training in January of 2020, and his current duties include teaching Ethics, Criminal Procedure, Constitutional Law, operating the Virtra Simulator, and administering and developing practical scenarios in support of Police Standards and Training Curriculum. Peter has served as the Full Time Police Academy Commandant, supervising 55 to 65 recruits, while also supervising a team of training specialists in support of Police Standards and Training mission.

**Captain Douglas Bartlett** – Capt. Bartlett joined PSTC in November of 2023. Prior to joining PSTC, Capt. Bartlett served 25 years with the US Marshals Service. He retired as the Chief Deputy US Marshal for the District of Massachusetts. He holds a Bachelor of Arts degree from the University of New Hampshire. He currently serves as the program manager for Court Security Officer training and assists with recruit firearms and defensive tactics training.

**Mr. Scott Ferguson** - Mr. Ferguson holds a Bachelor of Science degree from Oral Roberts University in Telecommunications with an emphasis in Motion Picture Production. He has been employed with NH Police Standards and Training since 1988 where he has produced over 90 training videos. He assisted in the running of the Firearms Program for ten years and spearheaded Force on Force scenario training using Simunitions. Since 2014 he has managed PSTCs two Simulator systems authoring 30 pursuits for the Driving Simulator and over 150 scenarios for the VirTra Use of Force Simulator.

**Chief John V. Scippa, (ret), MSCJA** – Director Scippa presently serves as the 6th Director of New Hampshire Police Standards and Training. During his 40-year law enforcement career, he has served in many capacities including ten years as the police chief for the Town of Stratham

NH. John served as the Director of Police Academies for the Northern Essex Community College/Methuen Police Academy before being appointed to his present position. John served on the New Hampshire Commission on Law Enforcement Accountability, Community, and Transparency. In addition to his teaching experience at the NH Police Academy, he has taught as an Adjunct Instructor at NHTI in the Criminal Justice Department and has been a guest lecturer at Roger Williams University, Rivera College, the University of New Hampshire in Durham and at the UNH School of Law in Concord. John served on the Executive Board for the International Association of Directors of Law Enforcement Standards and Training, (IADLEST) from 2020 to 2025. He holds a Master of Science degree from Western New England University, a Bachelor of Arts degree from the University of NH and an Associate of Science degree from NH Technical Institute.

**Dr. Kimberly Stewart** – Dr. Stewart is the Curriculum Administrator for NH Police Standards and Training (PST). In this position, she oversees the curriculum for each of the academies run at PST (Full-time, Part-time, and Corrections). In this role she reviews the lesson plans for academy and in-service courses provided by PST. She also developed and instructs the Instructor Development course provided by PST. Prior to PST, Dr. Stewart ran the Criminal Justice Departments at three different institutions of higher learning. In these roles, she updated the curriculums to include adding and subtracting courses from the curriculum and new course development. She also taught courses within the major to include Introduction to Criminal Justice, Criminal Law, Criminal Procedure, Juvenile Justice, Courts, and Corrections. Dr. Stewart also worked as a court-appointed public defender in the Commonwealth of Massachusetts where she represented individuals at District Court level. She holds two Master's degrees, Criminal Justice and Public Administration, her Juris Doctorate, as well as her PhD in Criminal Justice. She also holds credentials from ACUE and Quality Matters.

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name  New Hampshire Police Standards & Training		1.2 State Agency Address  17 Institute Drive, Concord, NH 03301	
1.3 Contractor Name Street Smarts VR, Inc.		1.4 Contractor Address 44 Wall Street Suite 703 New York, NY 10005	
1.5 Contractor Phone Number  (413) 438-7787	1.6 Account Unit and Class  06-87-87-870510- 72380000-037-500173	1.7 Completion Date  9/30/2026	1.8 Price Limitation  \$49,500
1.9 Contracting Officer for State Agency  John V. Scippa, Director		1.10 State Agency Telephone Number  603-271-2133	
1.11 Contractor Signature  <i>Oliver Noteware</i> Date: 8/28/2025		1.12 Name and Title of Contractor Signatory  Oliver Noteware, CEO	
1.13 State Agency Signature  <i>John V. Scippa</i> Date: 8/28/2025		1.14 Name and Title of State Agency Signatory  John V. Scippa, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <i>/s/ Stacie M. Moeser</i> On: 08/28/2025			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

### **EXHIBIT A – SPECIAL PROVISIONS**

**The following provisions shall be added to the Form P-37:**

10.1.1 The definition of “Property” in 10.1, shall not include proprietary Street Smarts VR Intellectual Property (“IP”). Street Smarts VR IP shall remain the property of Street Smarts VR, Inc.

13.1 Liability is limited to the price of this contract, \$49,500.

### **EXHIBIT B – SCOPE OF SERVICES**

Street Smarts VR, Inc., will provide all services and products listed in attachment 1, quote number: Q2025-3108 dated March 24, 2025, in response to RFP PSTC-2025-001. Street Smarts VR, Inc. will provide the warranty specified in the quote on products and services for twelve months after delivery, training, and implementation of the products and services.

### **EXHIBIT C – PAYMENT TERMS**

Upon New Hampshire Governor and Executive Council approval of this contract, New Hampshire Police Standards and Training Council (NHPSTC) will issue a purchase order for the purchase of the Multi-User Integrated VR Security Training Solution. Street Smart VR, Inc. will invoice NHPSTC at [businessoffice@pst.nh.gov](mailto:businessoffice@pst.nh.gov). NHPSTC will pay the vendor the sum of and no more than \$49,500.

# ATTACHMENT 1

## STREET SMARTS VR

44 Wall St. Suite 703, New York, NY 10005

DUNS: 081290398 | Cage Code: 856Y6  
 UEL: ZSJMXTMDEL3 | TIN: 821910641



**Quoted To:**  
 NH POST  
 John Scippa  
 17 Institute Dr., Concord, NH 03301  
 john.v.scippa@pst.nh.gov | 603-271-1793

**Quote Number: Q2025-3108**

**Account Executive**  
 Will Kane | will.kane@streetsmartsvr.com

**Quote Date: 3/24/2025**  
**Quote Expiration: 9/20/2025**

**Prepared By**  
 Frances Sharp | frances.sharp@streetsmartsvr.com

**RFP PSTC-2025-001**

**Requested By:**  
 Sheila Smith | sheila.smith@streetsmartsvr.com

Description	Quantity	Unit Cost	Extended Cost
<b>Multi-User Integrated VR Security Training Solution   1 Yr</b> System includes the products and services below  <u>Software</u> SSVR Training Library (pre-made scenarios) & Creator Interface (create your own scenarios) Software warranty* - 12 months   Cycle Release/Updates Stay up to date with the latest build and newest features!  <u>VR Core Hardware Components</u> (2) HTC Vision VR Headset & Controllers (2) Alienware M18 R2 Laptop Intel Core i9-14900HX, 16GB DDR6, 1 TB M.2 PCIe NVMe, RTX 4090, Windows 11 Pro (2) Wireless Mouse (2) Wireless Router RT-AXE7800 (2) Fovetic Stands (2 pack/kit) (2) Power Strip (2) Rugged Carrying Cases  <u>User Devices (1/ea. per system)</u> (2) SSVR Handgun (Choose from Glock 17/19 and SIG M17/M18) (2) SSVR Recoiling M4 (Green Gas NOT Included) (2) SSVR ECD 7 (2) SSVR Flashlight (2) SSVR Baton (2) SSVR OC Spray  <u>SSVR Warranty Service</u> Manufacturer warranty on HTC Hardware VR Headset, Wireless Adapter, Base Stations, and VR Trackers for 12 months Software warranty - Street Smarts VR Software updates and proprietary user interface tools for 12 months  <u>Delivery, Implementation, Train-the-Trainer</u> Shipping Please allow 60-90 days for delivery of SSVR hardware to delivery sites. Train-the-trainer session (T3), on location Hardware & software training  [Extended Warranty Renewal is \$25,000/year for each multiuser system - up to four years available] [Please request a revision if you would like to add Option Years to this quote]	1	\$55,000.00	\$55,000.00

\*SSVR Warranty Service - All warranties begin the day the system is delivered

**Terms & Conditions**  
 Send PO to frances.sharp@streetsmartsvr.com  
 ACH Preferred Payment Method  
 Payment Due Upon Receipt of System

If Pay by Check, send signed quote, LOI, W9, Tax Exempt, and check to:  
 44 Wall St. Suite 703, New York, NY 10005 (Specify Ship To address)

Sub Total	\$55,000.00
Discount	-\$5,500.00
<b>Total USD</b>	<b>\$49,500.00</b>

ON

8/28/2025