

RESOLUTION NO. 2025- 530

A RESOLUTION APPROVING SERVICE SCHEDULE NO 3. BETWEEN VERSATERM PUBLIC SAFETY US, INC., ("VERSATERM") AND THE CITY OF TAMPA RELATING TO THE USE OF OPSINTEL SOFTWARE APPLICATION ("SOFTWARE") FROM JULY 1, 2025 THROUGH JUNE 30, 2026 FOR USE BY TAMPA POLICE DEPARTMENT AND NEIGHBORING LAW ENFORCEMENT AGENCIES IN AN AMOUNT OF \$160,604.07 AS PART OF THE UASI GRANT FUNDING RESOLUTION NO. 2024-1112; AUTHORIZING EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA AND ATTESTATION OF THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa is a current licensee and has been a licensee since 2004 of a software application now known as OpsIntel – (Formerly Street Smart), which has been purchased by Versaterm, and the City desires to engage OpsIntel to provide ongoing managed services and software maintenance from July 1, 2025 through June 30, 2026; and

WHEREAS, the Software enables multiple law enforcement agencies to exchange information necessary for daily law enforcement activities by providing real time data which allows police officers to pinpoint crimes, patterns, and incidents, thus allowing for, among other things, more expeditious crime fighting; and

WHEREAS, Urban Area Working Group for UASI grant has approved purchase of OpsIntel (Formerly Street Smart); and

WHEREAS, the purchase of OpsIntel License for Tampa Police Department, University of South Florida Police Department and Tampa International Airport Police Department from the FY 2024 Urban Area Security Initiative (UASI) grant funds pursuant to Resolution No. 2024-1112, passed and adopted by the City Council of the City of Tampa on December 5, 2024; and

WHEREAS, OpsIntel (Formerly Street Smart) was developed for use for the Tampa Police Department and it's partners and is the single provider of this product; and

WHEREAS, the City of Tampa, Florida, by authority contained in Resolution No. 2024-976, passed and adopted by City Council on November 7, 2024, approved a Master Services Agreement and Service Schedule No. 1; and

WHEREAS, the Master Services Agreement with Versaterm Public Safety US is being amended and extended under a separate Resolution; and

WHEREAS, it would be in the best interest of the citizens served by the Tampa Police Department and the participating agencies for the City to enter into the

forementioned Service Schedule No. 3 with Versaterm Public Safety US Inc.

**NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Service Schedule No. 3 between the City of Tampa and Versaterm, a copy of which is attached hereto and by reference made a part hereof, is hereby approved in its entirety.

Section 2. That the Mayor of the City of Tampa is authorized to execute, and the City Clerk is authorized to attest and affix the official seal to, said Agreement on behalf of the City.

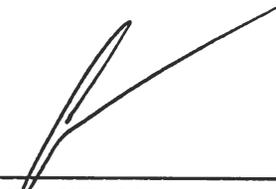
Section 3. That all officers of the City of Tampa are authorized to do all things necessary and proper to carry out the provisions of this Resolution.

Section 4. That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on
JUN 26 2025

ATTEST:


CITY CLERK/DEPUTY CITY CLERK



CHAIR, TAMPA CITY COUNCIL

/s/ Michael Schmid
Senior Assistant City Attorney

Service Schedule

This Service Schedule No. 3 is entered into as of the date of the last signature set forth on the signature page by and between Versaterm Public Safety US, Inc. ("Versaterm") and the City of Tampa, FL ("Customer"), and is deemed to be incorporated into that certain Master Software and Services Agreement dated October 29, 2024, between Customer and Versaterm ("Agreement"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the MSA, the provisions of Section 2 a) of the MSA shall control such conflict. Capitalized terms herein will have the meanings set forth in the MSA, or the "Definitions" as further defined below.

1. Service Schedule Information

The Subscription Fee shown are the current software and quantities contracted by the Customer. Unless otherwise agreed in writing, the Subscription Fee shall be due on or before the beginning of the yearly anniversary of the Subscription Term. Additional software subscriptions or licenses purchased by Customer during the Term will result in additional fees, which shall be prorated to be coterminous with Customer's then current Renewal Period.

- 1.1.** Software and Authorized Users: 1,143
- 1.2.** Subscription Term: July 1, 2025 to June 30, 2026
- 1.3.** Subscription Fees:

Product	Quantity	Sales Price	Discount	Total Price	Line Item Description
OpsIntel – (Formerly Street Smart) SaaS Base Solution - Tier 4 Subscription	1,143	\$200.73	30%	\$160,604.07	Renewal Period 07/01/2025 to 06/30/2026

Note: The above fees are for the first of two (2) optional renewals.

2. Invoices

Versaterm shall send invoices to Customer Deirdre Joseph at the following e-mail address: Deirdre.joseph@tampagov.net

Should the invoice email address change, Customer shall promptly notify Versaterm.

3. Definitions

Any capitalized word or term used in this Service Schedule but not otherwise defined herein shall have the meaning given to it in the Master Software and Services Agreement.

- 3.1.** [placeholder]

4. License

4.1. Grant of Access to Software

Access Grant. During the Subscription Term and subject to the terms and conditions of this Agreement Versaterm hereby grants to Customer (and for use for the permitted Authorized Users) a limited, non-exclusive, non-transferable, non-assignable, right, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Versaterm's Platform, solely to support Customer's normal course of business, as configured by Versaterm in accordance the Agreement ("Licensed Materials"). Customer's access to the Licensed Materials is limited for use by the number of staff members as set forth in Section 1. Additional fees will apply if Customer desires to add more agencies or other staff members. Civilian workers that are directly employed by Customer may also use the Licensed Materials in accordance with State and Federal CJIS regulations. However, Customer shall not provide any third-party access to the Software or Licensed Materials without Versaterm's prior written consent.

4.2. Ownership

4.2.1. Customer Data.

- i. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data.

5. Services. If Customer desires additional interfaces, configuration or customization an additional Statements of Work to this Agreement will be entered into and additional fees will apply. The Parties will execute a Statement of Work ("SOW") for the initial configuration of the Software and for the integration and connection of the Software to agreed upon data interfaces as set forth in the mutually approved Statement of Work to support the Licensed Materials(s) as delineated in the Attachment(s).

6. Security.

- i. Versaterm will operate the Services in alignment with NIST and CJIS controls.
- ii. Versaterm will permanently delete all data and copies of data from its systems when deleted by the Customer, any authorized End User, or as designated in customer-defined retention schedules.

7. Customer Responsibilities.

Customer acknowledges that delays not caused by Versaterm may result in additional fees charged on a time and materials basis at the rate of \$225.00 per person-hour if such delays require extending or rescheduling Versaterm's personnel allocated to the corresponding project.

8. Limited Warranty

8.1. Services Warranties. The following service warranty applies to professional services performed for Customer under a SOW attached to this Service Schedule:

- (a) Versaterm warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the professional services to Versaterm in writing within thirty (30) days of completion of the professional services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 7.1.
- (b) If the professional services are not performed in a manner consistent with generally accepted industry practices, then Versaterm's obligation under this service warranty shall be to re-perform the defective professional services at no cost to Customer. For any breach of the services warranty set forth in this Section 7.1, Customer's exclusive remedy, and Versaterm's sole liability, shall be the re-performance of the professional services at no cost to Customer, and if Versaterm fails to re-perform the professional services as warranted within the Licensed Materials time mutually agreed upon by Versaterm and Customer, Customer shall be entitled to a refund within thirty (30) days of notice by Customer of the fees paid by Customer to Versaterm for the deficient services and to immediately terminate the particular statement of work without liability.
- (c) EXCEPT AS SET FORTH IN SECTION 15 OF THE AGREEMENT AND THIS SECTION 7.1, VERSATERM AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO PROFESSIONAL SERVICES PERFORMED HEREUNDER, AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. Service Level Agreement

- 9.1. Customer Support.** During the Subscription Term, Versaterm product group will provide Customer with the ability to report technical issues 24x7 for the Software/Licensed Materials. Customer may contact at **866-924-4644** or at support@streetsmart247.com. For avoidance of doubt, Authorized Users are to contact the Customer for customer support matters.
- 9.2.** Telephone support shall be available to not more than three (3) named callers. Versaterm product support includes troubleshooting, basic usability, and navigation assistance. If applicable, Customer agrees to provide Versaterm access to production systems for purposes of customer support.
- 9.3. Uptime Availability.** Versaterm will maintain 98% total availability of the OnPoint Licensed Materials, including Software, Service, and SaaS to Customer measured on a monthly basis, excluding scheduled maintenance of 4 hours per month or less ("Scheduled Maintenance"). Versaterm will provide Customer with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Customer in writing

as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM ET to 5PM EST (“Normal Business Hours”.) Emergency repairs will be performed as required and Versaterm will promptly notify Customer of such action.

9.4. Service Level Definitions

Level 1 Support provides the following services:

- Forgotten ID’s and passwords
- Account expiry issues (ID and password changes)
- Day-to-day use of the OnPoint Solution
- Connectivity issues including LAN, wireless access from Customer vehicles and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

Level 2 Support provides the following services which includes a more detailed understanding of the inner workings of the application:

Additional contact with the customer to continue to triage the support request and resolve items such as:

- Data issues including integrity and accuracy
- Problem with data interfaces
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

Level 3 Support provides code-level changes to the application:

- Identification and resolution of a software failure which requires a patch or fixes
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes.

9.5. Severities

<p>Severity 1 High Priority Critical</p>	<p>Definition: Versaterm Platform down or data unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.</p>
<p>Initial Response Time</p>	<p>All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. Versaterm will provide the status of the work request every hour on the hour via telephone to the customer via the contact points mentioned above.</p>

Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Versaterm support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Versaterm will provide Licensee with a resolution time ("Resolution Commitment Date").
-----------------	--

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST to 5PM EST. Requests will be responded to within 4 hrs during these business hours. Versaterm will provide the status of the work request on a daily basis at the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Versaterm support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, 5 will provide Customer with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Priority Three Defects do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 5PM EST. During these business hours, requests will be responded to within 24 hrs. Versaterm will provide the status of the work request every three days the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Versaterm support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs.
Resolution Time	Versaterm support team will work on the problem / request during normal office hours until the problem is resolved with the assistance of the customer.

10. Other Terms

10.1. Transition Period before Final Termination. If this Agreement is terminated and Customer submits a written request to Versaterm for a one-time transition period within thirty (30) days of such termination, Versaterm will continue to provide the Service for up to six (6) months (the "Transition Period"), subject to the terms and conditions of this

Agreement. Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus, only if this Agreement was not terminated by Customer for cause, an additional five percent (5%). If Customer requests transition assistance during the Transition Period, Versaterm will provide consulting cooperation and assistance regarding the Service as set forth in a Statement of Work, governed by a professional services agreement, at Versaterm's then-current rates for professional services unless a different rate is mutually agreed upon by the Parties. Notwithstanding the foregoing, if Versaterm is enjoined from performing, or termination of this Agreement was due to Customer's breach, Versaterm has no obligation to perform under this section unless it receives (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for further services, and (iii) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

10.2. Transition Consulting Services. During a Retrieval Period or Transition Period, Versaterm will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Versaterm Service and will be subject to a fee based on Versaterm's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Versaterm for Customer's breach, Versaterm may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed and (ii) prepayment of fees for further services.

10.3. Retrieval of Customer Data. Upon written request by Customer made prior to or upon any expiration or termination of this Agreement, Versaterm will make Customer Data available to Customer through the Service solely to allow Customer to retrieve Customer Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). If Customer utilizes the Transition Period described above, it will still receive a total of no more than sixty (60) days of non-cost Retrieval Period. After such Retrieval Period, Versaterm will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deleting Customer's Tenant; provided, however, that Versaterm will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Versaterm will continue to protect the Customer Data in accordance with this Agreement. Customer Data will be made available in an industry-standard and Versaterm-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on Versaterm by Law. Additionally, during the Term of the Agreement, Customer may extract Customer Data using Versaterm's standard web services.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Service Schedule as of the day and year indicated below.

Versaterm Public Safety US, Inc.

DocuSigned by:
By: Adam Schwartz
DFBB2C5458064AB...
Name: Adam Schwartz
Title: CRO
Date: 06/25/2025 | 8:12 AM PDT

City of Tampa, FL

By: Jane Castor
Name: Jane Castor
Title: Mayor
Date: 7/11/25

Attest:

Shirley Fox-Krause
City Clerk/Deputy City Clerk



Approved as to form:

/s/ Mike Schmid

Asst. City Attorney

The execution of this document was authorized
by Resolution No. 2025-S30

/s/ Michael Schmid

City Attorney

Assistant City Attorney



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT



SOLE SOURCE JUSTIFICATION APPROVAL FORM

As the Florida State Administrative Agency, our policy is to maximize competition in the procurement process. Sole source procurements on a federal award must adhere to 2 C.F.R. §200.320(c) and 200.407, Agencies intending to use non-competitive procurement practices must complete and submit this form to the Florida Division of Emergency Management, Office of Domestic Security for approval. The following list of questions will substantiate a Sole Source or Proprietary Procurement. Please attach additional pages if more space is required.

DEFINITIONS:

Sole Source - A Sole Source is defined as a product or service available only from one source. A letter from the manufacturer or vendor is required but will not suffice as the only documentation.

Proprietary- A Proprietary specification restricts the acceptable product(s) or services(s) to one manufacturer or vendor. A common example would be the specification by brand name which excludes consideration of approved "equals".

For example, what are the unique features or performance capabilities of this product or service that are unique only to this particular product or service and thus set it apart?

Is the equipment, software or service Trademarked? Copyrighted? Registered? Licensed? Exclusive? Proprietary?

How is this product or service different from any other such product or service available?

Is this procurement an upgrade or expansion to an existing system, product and/or service?

Exceptions to the competition (sole source/proprietary) must be justified, documented and pre-approved.

Items Only Available Through a Single Source

- Does independent research through internet searches or discussions with subject matter experts corroborate that the item is available only from a single source?
- Does the request demonstrate the uniqueness of items or services to be procured from the proposed contractor or vendor compatibility or patent issues, etc?
- Does the request demonstrate and support how it determined that the item or service is only available from one source(cost analysis results, patented or proprietary system)? Documentation must be provided
- Does the request demonstrate a significant need for contractor's expertise linked to the current project (e.g., knowledge of project management, responsiveness, experience of contractor personnel, and/or prior work on earlier phases of project)? justification must be provided)

Public Emergency

- Is there a public emergency such as a natural disaster or catastrophic event?
- Has there been a declared state of emergency in which these goods and services will be needed?
- Is there an immediate health or safety concern?
- Conflict of Interest/Suitability/Procurement Standards (justification must address all items)
- Does the request ensure there is no conflict of interest with the proposed vendor?
- Does the request indicate that the proposed vendor has not been suspended or debarred from receiving federal funds?
- Does the request include evidence that the procurement will be completed in compliance with the organization's procurement policies and the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200?

Inadequate Competition

- Does the request adequately describe the efforts to competitively contract for this item? For example, were requests for proposals or bids conducted and what was the nature of the responses?
- Does the request adequately describe the efforts to ensure the contract pricing is fair and reasonable?
- Does the request provide results of a market survey to determine competition availability or explained why no survey was conducted?

Conflict of Interest/Suitability/Procurement Standards (justification must address all items)

- Does the request ensure there is no conflict of interest with the proposed vendor?
- Does the request indicate that the proposed vendor has not been suspended or debarred from receiving federal funds?
- Does the request include evidence that the procurement will be completed in compliance with the organization's procurement policies and the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200?



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
JUSTIFICATION FOR INTENDED SOLE SOURCE PURCHASE OR PROPRIETARY PROCUREMENT
FOR USE BY SUB-RECIPIENTS

Sub-Recipient Agency: City of Tampa		
Sub-Recipient Address: 411 N. Franklin Street, 10th Floor, Tampa, Florida 33602 (813) 276-3541		
Sub-Recipient Phone #: (813) 276-3541		
Sub-Recipient Email: garry.lisiewski@tampagov.net		
Federal Grant No: R0915		
Original Award Amount: \$3,240,1920		
Award Year: 2024	Previously Federally Funded? yes If yes, what year? 2023	
Grant Program: UASI	Proprietary	Rationale for Justification: Standardization

1. Indicate the commodity or service required (manufacturer, model, and description, as appropriate)

Commodity Codes (008-208-57) Law Enforcement Software, Microcomputer & (008-920-45) Software Maintenance and Support Services. The service required is OpsIntel Saas Base Solution - Tier 4 Subscription (formerly Street Smart Licenses and Managed Services) from July 1, 2025 - June 30, 2026.

2. Provide a brief description of the project and the intended use of the unique or proprietary item or service being purchased: (the function, application, compatibility requirements; reference to grant guidelines, policy, rule, statute or other act of the Legislature, etc., as appropriate):

Street Smart enhances the technological capabilities for gathering intelligence, surveillance of threats and sharing information within the Tampa Bay area. The project Street Smart enhances the technological capabilities for gathering intelligence, surveillance of threats and sharing information within the Tampa Bay area. This project is additionally supported by Objective 5.5 and 2.1 in the Florida Domestic Security Strategic Plan 2021 - 2023 which identifies a need to enhance timely and accurate intelligence dissemination.

3. Please answer the following (attach additional pages if needed):

a. Estimated Dollar Amount: **\$160,604.07**

b. Investment Justification/Project Name: **Street Smart Software Application Licenses and Management**

c. Provide an explanation as to why it is necessary to procure the item/service in a noncompetitive manner. What portion, or portions, of the needed specifications restrict the requisition to only one brand, manufacturer, vendor or provider?

The E-Sponder Software System was a proprietary application originally bought from E-Sponder (formerly NC4 Public Sector, LLC, Five Point Solutions, Street Smart LLC now Versaterm) for the Tampa Bay UASI under a 2004 UASI Grant. The OpsIntel (formerly Street Smart) application was developed from the E-Sponder system and beta tested for use by the Tampa Police Department during the Republican National Convention. The software has since been enhanced for use by various law enforcement agencies akin to a

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
JUSTIFICATION FOR INTENDED SOLE SOURCE PURCHASE OR PROPRIETARY PROCUREMENT
FOR USE BY SUB-RECIPIENTS

c. How does the proposed procurement tie back to the Terrorism Nexus?

This risk management system enhances information and intelligence sharing with federal agents which assists in identifying and combating domestic violent extremism.

4. Please list any known vendor(s) which supplies a similar product/service with similar functions or functionality and why the competing product/service cannot satisfactorily meet your needs:

There are no other supplier(s) known to provide this service as evidenced by an Intent to Sole Source and Single Source was posted both in Onvia DemandStar and Bidwire and Quotewire and broadcast for seven days (without response) to 524 and 813 respectively to

5. Was a Market Research analysis conducted? Please provide details on what research was performed along with the documentation to demonstrate the research.

Onvia DemandStar is a procurement bidding and quoting platform that the City of Tampa uses to solicit vendors for desired purchases based on commodity codes. This posting to a total of 1,337 potential yielded no postings in DemandStar.

6. Will the item or service be used with existing equipment? (If yes, answer a-e) Yes No

a. Indicate the Brand & Model Number of the existing equipment:

OpsIntel SaaS Base Solution - Tier 4 (formerly Street Smart Software Application Licenses and Management Services)

b. Indicate why the proposed item or service being purchased is the only one that will work properly:

The supplier does not resell or authorize outside vendors for updates, maintenance or service as the software is proprietary.

c. Is the item being purchased a repair or replacement part? Yes No

d. Is the item being purchased a component for existing equipment? Yes No

e. Will installation be required? Yes No

7. Please provide supporting documentation from the vendor certifying that this vendor is a sole source for the required product/service being requested:

Vendor holds the exclusive rights for the product/service.

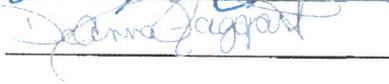
Vendor is the sole provider of the product/service that has unique characteristics essentials to the needs which no other product is capable.



**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
JUSTIFICATION FOR INTENDED SOLE SOURCE PURCHASE OR PROPRIETARY PROCUREMENT
FOR USE BY SUB-RECIPIENTS**

CERTIFICATION – SUBRECIPIENTS AGREES THAT THE ABOVE INFORMATION IS ACCURATE, THAT ALL APPLICABLE LOCAL PURCHASING/PROCUREMENT POLICIES HAVE BEEN COMPLIED WITH, AND THAT NO CONFLICT OF INTEREST EXISTS BETWEEN THE SUB-RECIPIENT AND THE PROPOSED VENDOR OR CONTRACTOR.

Sub-Recipient Signatures:

	Program Manager	<u>5/27/2025</u>	Date
	Finance or Purchasing Manager	<u>6/4/25</u>	Date

State Division of Emergency Management Signatures:

<input checked="" type="checkbox"/> Approved	<u>Felicia</u>	Digitally signed by Felicia Pinnock	Program Manager/Date
<input checked="" type="checkbox"/> Disapproved	<u>Pinnock</u>	Date: 2025.06.06 07:27:24 -04'00'	Grants Manager Supervisor/Date

APPROVED

Comments:

**SINGLE SOURCE
CERTIFICATE OF CONDITIONS AND CIRCUMSTANCES**

Instructions: The purpose of this form is to certify conditions and circumstances for the purchase of goods and services under the single source exception to the competitive bid process. This request is to be executed by the Department Director and submitted to the Purchasing Department for consideration and approval/disapproval.

Item or Services Required:

OpsIntel SaaS Base Solution - Tier 4 Subscription (formerly Street Smart Software Application Licenses and Management Services)

Name of Company considered Single Source:

Versaterm Public Safety US, Inc. (Federal ID# 86-0960454)

Conditions and special circumstances for the Single Source. Please be specific:

The E-Sponder Software System was a proprietary application originally bought from E-Sponder (formerly NC4 Public Sector, LLC, Five Point Solutions, Street Smart LLC now Versaterm) for the Tampa Bay UASI under a 2004 UASI Grant. The Street Smart application (now renamed OpsIntel) was developed from the E-Sponder system and beta tested for use by the Tampa Police Department during the Republican National Convention. The software has since been enhanced for use by various law enforcement agencies akin to a virtual fusion center for information sharing, crime fighting analysis and has specifically been approved by the Urban Area Working Group, the governing body for the Homeland Security grant. Versaterm Public Safety US Inc is the sole source developer and maintainer of the application which is not sold to distributors or resellers.

Cost Estimated at \$161,587.65



Requesting Department Director's Signature



Date of Request

Requisition Number

Buyer Name

Purchasing Department Action:



Signature



Date

Please note: Approval of any Requisition or Proposal related to this Single Source Request is contingent on review for compliance with Purchasing Policies/Procedures, Legal Sufficiency, and Insurance Requirements (if applicable).

- Quotation/Documentation attached
- Original to Purchasing
- Copy to Mayor's Office by Requesting Department

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, City of Tampa, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Versaterm Public Safety US, Inc. (f/k/a Street Smart LLC)

By: Signed by
Theresa Rosales
37CC2B112F5544EA

Signature

City of Tampa

Recipient's Name

Theresa Rosales, VP Finance

Name and Title

R1182

DEM Contract Number

1 North MacDonald, Suite 500

Street Address

Mesa, AZ 85201

City, State, Zip

04/24/2025

Date

AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN
PURSUANT TO SECTION 287.138, Florida Statutes (2023)

The undersigned, on behalf of the entity listed below ("entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
3. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.
5. The undersigned further sayeth naught.

Date: May 7, 2025 Signed: Theresa
Entity: Versaterm Public Safety US, Inc. Name: Theresa Rosales
Title: VP Finance

PROVINCE OF ONTARIO
CITY OF OTTAWA

SWORN to (or affirmed) and subscribed before me, by means of physical presence, this 7th day of May, 2025, by Theresa Rosales, as VP Finance of Versaterm Public Safety US, Inc., who is personally known to me.

[AFFIX NOTARY SEAL/STAMP]

[Signature]
Signature of Notary

Name: _____
(Print or Type Name)
Notary Public: Province of Ontario
My Commission Expires: N/A

OSCAR ERNESTO PALMA CHACON
Barrister, Solicitor & Notary Public
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given. LSO #68215P



1 North MacDonald, Suite 500
Mesa, AZ, USA 85201

April 16, 2025

Ms. Deirdre Joseph
City of Tampa
(Police Department)
411 N. Franklin Street
Tampa, FL 33602

Dear Ms. Joseph:

Versaterm Public Safety US, Inc. is happy to provide the following information to assist you in preparing a Sole Source Justification for our OpsIntel (Formerly StreetSmart™) solution. The OpsIntel solution is a unique and proprietary Internet-based law enforcement application designed for officers and commanders in the field. It maximizes policing effectiveness with continuous updates of crime maps, bulletins, and the ability to share all relevant information quickly and provides patrol officers with a daily-use tool for logging and quickly locating crime-related information and intelligence in real-time. The typical customers are city and county law enforcement agencies.

OpsIntel leverages your existing CAD and RMS system and other data sources to greatly enhance the officer's situational awareness and dramatically improve his/her analysis capability. Essentially, Street Smart, in this context, improves intelligence analysis by allowing the integration of newly acquired on-scene information with existing information sources, fusing them in near real-time for dramatically improved awareness and intelligence. This cycle of leveraging RMS and other crime/criminal information sources is traditionally done with a "home office" intelligence analyst and can take hours or days. Street Smart enables every officer to do this in real-time, dramatically compressing the crime-to-arrest cycle.

Street Smart immediately makes your existing information available, including unstructured data such as the hundreds of bulletins typically buried in emails and difficult to access. Using BLOG technology, officers can instantly share and discuss relevant incident information (location/suspect/evidence) across divisions and precincts.

This unique approach of leveraging existing systems and their data in near real-time and making this data immediately actionable at the field level eliminates the delays associated with typical law enforcement data systems and/or the dependence on specialized intelligence analysis teams.

OpsIntel is currently deployed in several law enforcement agencies and has had a demonstrably positive impact on accelerating the crime-to-arrest cycle, getting criminals off the street, and thus reducing crime in the cities using it.

Because OpsIntel is a new and innovative approach to crime fighting, enabling the officer in the patrol car via Discussion Boards and quick access to integrated data from multiple sources to our knowledge, there is no direct competitive commercially available product or custom implementation that matches it.



1 North MacDonald, Suite 500
Mesa, AZ, USA | 85201

Versaterm Public Safety US, Inc. is the sole owner of OpsIntel software and has not authorized any third party to deliver maintenance, edit, or modify the source code.

If I can be of further assistance, please do not hesitate to contact me at (803) 951-2094.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Jennifer Schwartz". The signature is enclosed in a blue rounded rectangular box.

D2171E41B27445F

Jennifer-Ryan Schwartz
Vice-President, Partner Success
Versaterm Public Safety
Jennifer.Schwartz@versaterm.com

4.46 CONFLICT OF INTEREST. The City requires that the Bidder provide professional, objective, and impartial advice and at all times hold the City's interest(s) paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Bidder shall not be considered for award. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its award.

Any such interests on the part of the Bidder or their employees, must be disclosed in writing to the City on ATTACHMENT A - CONFLICT OF INTEREST DISCLOSURE FORM that is included with this solicitation document. Also, the Bidder is aware of the conflict of interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

ATTACHMENT A - CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Bidders/Proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

**Immediate family* means spouse, parents and children of the person involved.

***Close personal relationship* means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

****Controlling financial interest* means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO X

NAME(S) / POSITION(S)

N/A

FIRM NAME: Versaterm Public Safety US, Inc.

BY (PRINTED NAME): Theresa Rosales

BY (SIGNATURE): 

TITLE: VP Finance

DATE: 04/24/2025



VERSATERM PUBLIC SAFETY US INC

Unique Entity ID XTZQPHGC2ZK4	CAGE / NCAGE 1UBZ2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 19, 2025	
Physical Address 1 N Macdonald STE 500 Mesa, Arizona 85201-7346 United States	Mailing Address 1 N Macdonald STE 500 Mesa, Arizona 85201-7346 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Arizona 04	State / Country of Incorporation Delaware / United States	URL HTTP://www.versaterm.com

Registration Dates

Activation Date Aug 21, 2024	Submission Date Aug 19, 2024	Initial Registration Date Jun 15, 2001
--	--	--

Entity Dates

Entity Start Date Jul 29, 1999	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE 8DP94	Legal Business Name BANNEKER PARTNERS LLC
----------------------	---

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
1UBZ2

Points of Contact

Electronic Business

☺
Trudy Smith

1 N Macdonald
Suite 500
Mesa, Arizona 85201
United States

Government Business

☺
David Epstein, Business Development Mgr

1 N Macdonald
Suite 500
Mesa, Arizona 85201
United States

Service Classifications

NAICS Codes

Primary
Yes

NAICS Codes
513210

NAICS Title
Software Publishers

Disaster Response

This entity does not appear in the disaster response registry.

COERCION FOR LABOR OR SERVICES ATTESTATION

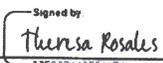
Pursuant to Section 787.06(13), F.S., this form must be completed by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

Versaterm Public Safety US, Inc. does not use coercion for labor or services as defined in this Section 787.06, F.S.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Theresa Rosales

Title: VP Finance

Signature:  Signed by:
37FC0B113FS44EA

Date: 04/24/2025