

CONTRACT# OPD/250606



Global Assets Integrated LLC
6440 Sky Pointe Dr., Ste. 140-217
Las Vegas, NV 89131
+17028383002
www.GATGUSA.com

Estimate

ADDRESS

Ocala Police Department
402 S. Pine Ave
Ocala, Florida 34471

SHIP TO

Digital Download

ESTIMATE # Q-250327OPD**DATE** 03/27/2025**EXPIRATION DATE** 04/27/2025

ITEM	DESCRIPTION	QTY	PRICE	AMOUNT
BXF-Set Up	One Time Setup Fee	1	500.00	500.00
BXF-IS-6	Breacher X-File, Explosive Breaching Database Subscription 6 Licenses	1	3,500.00	3,500.00
	----- Annual Renewal Cost: \$3,500.00			

This quote is provided for your review.
Please see the attached Terms and Conditions.

Thank you,
Jessica Thorne

SUBTOTAL	4,000.00
TAX	0.00
TOTAL	\$4,000.00

Accepted By

Accepted Date

UEI # LXL5Z8ELFFM6 _ EIN # 20 3542125

The above items are regulated by the US government and are not authorized for export outside the US without proper authorization and/ or licensing. The resale, transfer, or disposal of these items by the end-user, in their original form, in any modified form, or in any combination with or incorporation into other items is strictly forbidden.

Breacher X-File™ - Terms of Service *Attached Hereto

Responsibilities for Data Collection and Dissemination

Informatics LLC, hereinafter referred to as the Service Providers, assumes no liability, expressed or implied, for the use or misuse of the BXF program and the manner in which the data is collected, used, and disseminated by the Purchasing Agency. It is the sole responsibility of the Ocala Police Department, hereinafter referred to as the "Purchasing agency" to ensure that the data collected by its members, employees, contractors, or agents is done so in a legal, responsible, and accurate manner. Furthermore, it is the sole responsibility of the Purchasing Agency to ensure that its members disseminate such data in accordance with its own policies and regulations as well as applicable state and federal laws.

Intellectual Property

Purchasing Agency acknowledges that the BXF Program uses proprietary coding, formatting, record keeping, collecting, and searching methodologies and is therefore the intellectual property of the Service Provider and as such is protected by all copyright laws. The Purchasing Agency acknowledges its obligation not to infringe, duplicate, or in any way create its own a breaching data base mirroring the BXF Program. Furthermore, the Purchasing Agency will show due diligence in protecting the Service Provider's intellectual property by ensuring that its employees, contractors, or any of its representatives, refrain from infringing on the Service Provider's intellectual property.

BXF Program security

The BXF Program is a 100% USA product. It was conceptualized and designed by active and retired US Law Enforcement Officers. It was programed, tested, and is currently housed in the state of Nevada, USA. Its staff, offices, and servers are all housed in the state of Nevada, USA.

The BXF Program is owned by retired US Law Enforcement officers. None of its components are or will be outsourced outside the USA.

Built to the highest security standards:

- Proprietary 256 Bit AES Encryption
- Encryption of all user's devices
- Cloud encryption
- Data encryption during all synchronization

1. Data collection

- a. The Purchasing Agency will ensure that the data collected by its members utilizing the BXF Program is done so in a legal and responsible manner in accordance with all applicable state and federal laws.
- b. It is the sole responsibility of the Purchasing Agency to ensure that all data collected by its members is accurate, reliable, and conforms to the agency's/ unit's standards.
- c. Unless instructed to do so in writing by the Purchasing Agency, Service Providers will never add, modify, fix, or otherwise tamper with the data collected by the Purchasing Agency.

2. Accuracy

The accuracy and usability of data collected on the BXF Program will depend upon the knowledge, skill, training, and experience of the user. In order to achieve maximum efficiency and accuracy with the BXF Program, the Service Providers strongly recommends all users receive proper and comprehensive training in the following:

- a. The use of the BXF Program
- b. The proper use of Explosive Breaching methods
- c. Energetics concepts and terminology
- d. Charge construction and use
- e. Proper target terminology and analysis
- f. Proper analysis of explosive breaching results
- g. Risk assessment and mitigation as they relate to explosive breaching in US LE environments.

3. Use of collected data

- a. Unless agreed upon in writing by one or more agency, the data collected on the BXF Program is intended solely for the Purchasing Agency.
- b. Prior to utilizing the data collected on the BXF Program for any training or operational purposes, the user will ensure that the data is accurate, reliable, and conforms to the agency/ unit's standards of operations.

4. Data dissemination or release

- a. The Service Providers will never share, disseminate, or release any of the Purchasing Agency's data unless instructed to do in writing by the proper authority within the Purchasing Agency or by a lawful court order.
- b. The Service Providers will immediately notify the Purchasing Agency of any requests or orders to release its collected data and will ensure the Purchasing Agency is aware prior to releasing the data.

5. Data access

The Service Providers will not access the Purchasing Agency data unless authorized to do so in written by the Purchasing Agency.

6. Licenses and Cost

- a. BXF is offered in yearly subscription which is sold in a predetermined number of Licenses, also referred to as "Packages".
- b. License Packages are sold for 6, 12, and 18 users. 1 user = 1 device. Devices may be mobile phones, tablets, etc. Desk top version is not yet available.
- c. Subscription Options:
 - 6 licenses – \$3,500.00 per year
 - 12 licenses - \$4,000.00 per year
 - 18 licenses - \$4,500.00 per yearA one-time \$500.00 (total) setup fee will apply to all subscription options.
- d. Initial Cost: The Purchasing Agency will pay the sum of **\$4,000.00** includes set-up fees for the BXF program for 6 users, and the first year of service. Payment will be due upon installation and set-up of the BXF program with the Purchasing Agency but prior to Service Provider providing the end-users (breachers) with instruction in the use of BXF Program.
- e. Renewal: The Purchasing Agency will pay the sum of **\$3,500.00** for each additional year of service. To prevent any interruption of service, we strongly recommend payments be made no later than 2 weeks prior to the expiration of the term limits.
- f. The one-year term will begin once Service Providers successfully installs and sets-up the BXF Program on the Purchasing Agency's mobile devices.

7. Terms of Licensing

- a. Unless otherwise agreed upon in writing by both parties, all licenses will have a 1-year term limit.
- b. A license must be renewed by the Purchasing Agency prior to the expiration of its term limit.
- c. In case the Purchasing Agency fails to/or chooses not to renew its license, its ability to use the BXF Program will be suspended. Service Providers will then ensure that the Purchasing Agency's collected data is transferred in an electronic format back into the Purchasing Agency's possession.

8. Data Storage Options

The purchasing Agency will choose from one of the following data storage options:

Note: The Purchasing Agency will place its initials by the preferred option.

Initials of
Authorized Person

- a. Storing BXF Program data on the Informatics secure server. This option includes the following:
 - 10 gb
 - of storage space per year.
 - Routine automatic updates of all software to include all necessary upgrades.
 - Hassle-free IT trouble-shooting

Note: Service Providers stores all data in the United States. All servers and related hardware are housed in a secure facility located in northern Nevada.

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- b. Storing BXF Program data on the Purchasing Agency's own server.
 - Routine updates which do not require access by the Informatics to the Purchasing Agency's server.
 - IT trouble shooting

Important note: On occasion, the Purchasing Agency will be required to grant the Service Provider with access to its server in order to accomplish certain tasks, repairs, modifications, and upgrades. The details and conditions of such access will be predefined and agreed upon by the Purchasing Agency and the Service Provider.

9. IT support

The Service Providers will provide IT support for the BXF Program throughout the duration of the service include:

- Unlimited remote support
- Software support
- Software updates and upgrades
- Data backup (when stored on Informatics' server)
- All IT support is located in the United State and provided by the actual BXF Program developers, Informatics.

10. Technical support

Support BXF Program functionalities to the end-users in the field

- Unlimited remote support
- Trouble-shooting with all aspects of data entry
- All technical support is located in the United States and provided by the BXF Program developers, Informatics, and/ or representatives of Service Providers who possess significant operational experience in real-life breaching missions and the use of the BXF Program.

11. Support guidelines

The type of response to any IT or Technical issues will be based on the nature of the incident. Informatics identifies two types of incidents which require support: Emergency and Non-Emergency. The level of response by Informatics will depend on which of the two incidents the Purchasing Agency experiences.

- Emergency:
Complete system failure in which the entire BXF Program data base is not functional and thus affects the operational deployment of the system in critical real-life missions.
- Non-Emergency:
Partial functionality problems and/ or system errors which do not affect operational deployment of the system in real life missions.

Informatics will assign the highest priority to Emergency IT related incidents and will address them in the shortest time possible during normal business hours: Monday – Friday 8:00am – 4:00pm pacific standard time. After-hours and weekend support will be considered on a case-by-case bases and will take into account available staffing.

Informatics will assign a lower priority to Non-Emergency IT incidents and will address them only during normal working hours: Monday – Friday 8:00am – 4:00pm pacific standard time. Support for this type of IT incident will not be available during weekends and/or holidays.

Technical Support will always be classified as Non-Emergency. It will be available during normal working hours: Monday – Friday 8:00am – 4:00pm pacific standard time. It will be available during weekends and some holidays 9:00am and 5:00pm depending on staff availability.

12. Modification to the BXF Program appearance

Note: this service is provided FREE of charge.

When requested to so by the Purchasing Agency, the Service Provider will embed the Purchasing Agency's desired logo on landing page of the BXF program and as the header for all generated Breaching Reports. This will ensure that the documents produced by the end-users bear the insignia of the Purchasing Agency.

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I, Peter Lee, authorized member of the Ocala Police Department, grant permission to the Service Providers to use our agency logo for the sole purpose of embedding it on the landing page of the BXF Program and as the header for all generated Breaching Reports.

This authorization is for official purposes only and does not imply or express any other additional copyright and/or intellectual property permissions to the Service Provider.

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Authorized Person

The Purchasing Agency chooses NOT to have its logo embedded on the landing page of the BXF Program and as the header for all generated Breaching Reports.

Please initial by your choices on pages 4 and 6 and return to informatics via email at Store@gatgusa.com

Approved to form and Legality:

^{DocuSigned by:}
William E. Sexton
William E. Sexton, City Attorney

**Modifications to Breacher X-File's
Terms of Service Approved By:**

Signature: [Signature]

Print: Jessica Thorne

Title: Training Logistics Manager

Date: 4/22/2025

***CITY CONTRACT PROVISIONS**

PUBLIC RECORDS. Informatics LLC shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Informatics LLC shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Informatics LLC does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Informatics LLC or keep and maintain public records required by the public agency to perform the service. If Informatics LLC transfers all public records to the public agency upon completion of the contract, Informatics LLC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Informatics LLC keeps and maintains public records upon completion of the contract, Informatics LLC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF INFORMATICS LLC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

TERMINATION FOR NON-FUNDING. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Informatics LLC without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

CITY CONTRACT PROVISIONS

TERMINATION FOR CONVENIENCE. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Informatics LLC shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Informatics LLC shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Informatics LLC as permitted under this Agreement and approved by City.

Certificate Of Completion

Envelope Id: 4AC55853-FD69-4232-9D52-209BE5B3CF8D
 Subject: SIGNATURE - Breacher X-Files Licenses Agreement (OPD/250606)
 Source Envelope:
 Document Pages: 9
 Certificate Pages: 2
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

 Envelope Originator:
 Porsha Ullrich
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 pullrich@ocalafl.gov
 IP Address: 10.101.81.9

Record Tracking

Status: Original 4/24/2025 12:23:17 PM	Holder: Porsha Ullrich pullrich@ocalafl.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 B07DCFC4E88E429...


 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 4/24/2025 4:07:56 PM
 Viewed: 4/29/2025 9:25:49 AM
 Signed: 4/29/2025 9:27:48 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Peter Lee
 plee@ocalafl.org
 City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 4/29/2025 9:27:49 AM
 Viewed: 5/5/2025 10:12:30 AM
 Signed: 5/5/2025 10:18:18 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/24/2025 4:07:57 PM
Certified Delivered	Security Checked	5/5/2025 10:12:30 AM
Signing Complete	Security Checked	5/5/2025 10:18:18 AM
Completed	Security Checked	5/5/2025 10:18:18 AM
Payment Events	Status	Timestamps