

Proposal for **IBIS® ACCESS™** *Hardware-as-a-Service*

Submitted to the: **Chula Vista Police Department**
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Chula Vista, California 91910

Attention:

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1 Executive Summary

Forensic Technology Inc., a member of the Ultra Group of companies (hereinafter referred to as **Forensic Technology**) is pleased to provide the **Chula Vista Police Department** (hereinafter referred to as the **Customer**) with this proposal for **IBIS® ACCESS**.

1.1 Overview

IBIS Solution – Forensic Technology offers the world’s leading solution for automated ballistic identification. IBIS solutions provide timely actionable intelligence for the investigation of firearm-related crimes, which has contributed to the arrest of thousands of criminals. IBIS is the search engine that helps law enforcement agencies quickly find links between firearm-related incidents. IBIS uses specialized 3D microscopy to capture the unique markings left by firearms on fired bullets and cartridge cases. The powerful IBIS correlation algorithms reveal the most likely matches in IBIS networks representing millions of bullets and cartridge cases. High-definition 3D viewing makes it easy to review the top search results, ranked by similarity, using virtual microscopy to visually compare the surface details. A match found in IBIS is often sufficiently apparent to provide an investigative lead, without having access to the physical evidence. IBIS makes it possible for agencies to collaborate seamlessly, whether it be regionally, nationally or internationally.

IBIS ACCESS is a **subscription service** that makes the latest generation of IBIS a more accessible technology. Designed especially for smaller law enforcement agencies whose capital budget and gun crime volumes would otherwise not justify an outright acquisition of an IBIS solution, ACCESS is a comprehensive and flexible subscription service that allow agencies to quickly procure and install an IBIS solution.

Under the contract resulting from this IBIS ACCESS proposal, the Customer will have access to the **IBIS equipment** described in section 2 which will be installed at the Customer site and licensed to the Customer on a subscription basis. Throughout the duration of the subscription period, the IBIS equipment will remain the property of Forensic Technology

With this solution, agencies can avail themselves of several benefits including:

- **Lower Upfront Investment:** With the subscription service, agencies can move away from capital expenses associated with purchasing or upgrading their hardware, to a more predictable operational expense budget.
- **Access to NIBIN:** Smaller law enforcement agencies can become a NIBIN partner and enhance their crime fighting efforts.
- **Complete Hardware and Software Management:** Agencies benefit from regular hardware and software component updates included with the subscription and eliminate the hassle of equipment going obsolete.
- **Customized Service Packages:** Tailor-made packages to suit the needs of smaller agencies that can be easily adjusted as needs evolve.
- **Flexible Expansion:** Agencies can rapidly scale-up the IBIS solutions in case their operation context significantly changes.

Added value: IBIS ACCESS is an all-inclusive solution designed to fit the size and needs of smaller agencies. In addition to the benefits associated with using the latest technology, ACCESS offers additional peace of mind by including installation of the solution, end-user training and punctual coaching, and ongoing monitoring, customer support and equipment support and upgrade.

1.2 Forensic Technology, IBIS and NIBIN

Because criminals move from jurisdiction to jurisdiction, IBIS has been designed to automatically share ballistic evidence across local, regional and national networks. Today, IBIS is the backbone of the National Integrated Ballistic Information Network (NIBIN) providing a valuable database of ballistic intelligence that can help link firearm crimes nationwide.

Established by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), NIBIN links crimes more quickly, generates investigative leads that would otherwise not have been detected, shares intelligence across jurisdictional boundaries, and gives prosecutors admissible evidence to corroborate witness testimony. NIBIN is the only national network that allows for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms. It is a resource that is vital to any violent crime reduction strategy, providing investigators with the ability to compare their ballistics evidence against evidence from other crimes outside of their jurisdiction.

1.3 Your Contact at Forensic Technology

Should you have any questions about this proposal, please do not hesitate to contact **Mr. Brandon Huntley** in Phoenix, Arizona at telephone number +1 602 826 8802 or via e-mail at brandon.huntley@ultra-ft.com.

2 Pricing and Standard Terms

This section details our prices and standard terms.

2.1 Pricing

Item	One (1) Year IBIS ACCESS Subscription	Total Price (USD)
1.	NIBIN Cartridge Cases Acquisition, Analysis and Triage Managed Service , comprising: <ul style="list-style-type: none">One (1) BRASSTRAX Acquisition Station with 400 acquisitions (please see section 2.6)One (1) MATCHPOINT Analysis Station for Cartridge Cases (please see note 2 below)One (1) PAG800 Stereo Zoom MicroscopeOne (1) color printer	\$42,500
2.	Setup fee , including: Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded , installation and commissioning, on-site training for up to two (2) trainees and travel and living expenses for Forensic Technology's Installer and Instructor	\$6,500
TOTAL PRICE (US Dollars) FOR YEAR 1		\$49,000

2.1.1 Optional Pricing

Item	Subsequent Years Subscription Packages	Indexed Price (USD)
3.	2nd Year	\$43,775
4.	3rd Year	\$45,088
5.	4th Year	\$46,441
6.	5th Year	\$47,834
7.	6th Year	\$49,269
8.	7th Year – Contract's final year (see section 2.10)	\$50,747

NOTES:

1. The IBIS equipment will be provided with security components as mandated by ATF.
2. The MATCHPOINT Analysis Station for Cartridge Cases is only available in combination with a BRASSTRAX Acquisition Station under the IBIS Managed Service and is not available as a standalone equipment under the IBIS ACCESS Subscription Package.

NOTES – Continued:

3. Prices for all optional items are based on the purchase and payment of subscription packages on an annual basis. If the Customer wishes to purchase multi-year subscription packages, savings could apply.
4. The Customer has confirmed exemption from sales tax and will provide Forensic Technology with a valid exemption certificate. As such, the pricing above excludes all sales taxes. If sales tax has been erroneously excluded, the Customer will be responsible for paying such tax to the appropriate authorities, as well as any interest and/or penalties related thereof.

2.2 Customer Pricing Approval

This pricing is **approved** by the Customer's representatives listed below.

By affixing my signature hereto, I confirm that I have the authority to bind my organization.

Signature: _____

Name: _____ Maria Kachadoorian

Title: _____ City Manager

Date: _____

Approved as to Form:

Signature: _____

Name: _____ Glen Googins

Title: _____ City Attorney

Date: _____

Standard Terms

2.3 Proposal/Offer Validity Period

In accordance with the current scope of the project and requirements, this proposal is designed to provide up to date information on our products and/or services and related prices. As such, all information contained within is valid as at the date of issuance of this proposal and is subject to change, without notice, after **October 31, 2022**.

2.4 Currency

All prices are quoted in **United States Dollars**.

2.5 Payment Terms

Forensic Technology's payment terms are as follows:

Description	Payment Term
IBIS ACCESS	The Subscription fees will be invoiced on an annual basis, prior to the start of the service period associated with each year of the contract.
Setup Fee	The set-up fee is due at the same time as the payment for the first-year subscription fees.
Each additional acquisition over the selected acquisitions package	At the end of each yearly subscription period.

All payments will be due 100% net thirty (30) days from the date of our invoice.

NOTE: All U.S. Purchase Orders must be issued in the name of Forensic Technology Inc. located in Largo, Florida.

2.6 Additional Acquisitions

An assessment of the total number of exhibits acquired will be made at the end of every annual subscription cycle. Should the total number of acquisitions exceed the maximum number agreed upon, the Customer will be charged a fee, as per the table below:

Acquisitions package per year	Additional acquisitions fee (USD)
400	\$55/cartridge case acquisition per unit (plus applicable taxes if any)

NOTE: Acquisitions entered as Quality Control or Demonstration will not be counted in the selected acquisitions package. Unused acquisitions cannot be cumulated or transferred to another subscription period.

2.7 Delivery

The delivery of the equipment will be within one hundred and twenty (120) days after receipt and acceptance of purchase order.

The installation date at the Customer site will depend on availability of the equipment on-site, site readiness, including the installation of all required communication lines. For NIBIN connectivity, installation by ATF of JUTNet communication lines is mandatory before the equipment installation be fully completed. Upon receipt and acceptance of the Customer's Purchase Order, Forensic Technology will notify ATF accordingly so that the JUTNet process may start. In parallel, the Customer should begin the necessary site preparation in conjunction with Forensic Technology. Delays related to installation of JUTNet communication lines can be up to several months; it is therefore encouraged to begin working with ATF as soon as possible to schedule installation.

2.8 Shipping, Duties, Taxes and Fees

The equipment will be shipped **DDP Customer Premises (Incoterms® 2020), unloaded**. Forensic Technology will be responsible for shipping the goods from its factory to the installation site, for all charges related to exportation, customs clearance and importation of the goods, as well as duties and taxes related thereto, and for unloading the shipment on the Customer's loading dock. **The quoted price excludes withholding taxes (if applicable), as well as storage fees, which will be for the Customer's account.**

2.9 Property Title, Risk of Loss and Insurance

Title to the equipment shall remain with Forensic Technology. Risk of loss of the equipment shall pass to the Customer when the equipment arrives at the point of delivery. The Customer will cause the equipment to be covered by adequate insurance for the amounts listed below and will provide Forensic Technology with evidence of insurance coverage upon request, before installation.

Description	Insurance Value (USD)
BRASSTRAX Acquisition Station	\$140,000
PAG800 Stereo Zoom Microscope	\$4,200
MATCHPOINT Analysis Station for Cartridge Cases	\$72,000

2.10 Initial Term and Renewal

The initial term of the Subscription shall be for a minimum period of one (1) year commencing after completion of the on-site test procedure.

The Subscription may be renewed for successive terms of one (1) year each (or multiple years as mutually agreed upon in writing by the parties), but no more than seven (7) years in total, in accordance with the following procedure. Forensic Technology shall provide the Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. The Customer acknowledges that the Subscription fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary in successive renewal terms from those indicated in this proposal.

If the Customer fails to renew prior to expiration of the then current subscription term, the Subscription will terminate. Forensic Technology will then make arrangements with the Customer to retrieve the equipment.

2.10.1 Termination

The Customer agrees that its right to use the Subscription and the IBIS equipment will terminate in the event of a material breach, including a material breach of the terms of the Subscription, of the IBIS software license agreement, failure to pay any sums to Forensic Technology when due, or failure to renew the Subscription prior to expiration of the then current subscription term unless other arrangements have been agreed to between the parties. In the event of a breach of Forensic Technology's intellectual property rights, Forensic Technology at its sole discretion may terminate the Subscription immediately upon written notice to the Customer. In the event of termination, the Customer's access to the IBIS equipment and software will be terminated, and Forensic Technology will disable the Customer's access to the IBIS equipment. Forensic Technology will then proceed with the retrieval of the equipment. The Customer agrees that Forensic Technology shall not be liable to the Customer nor to any third party for any suspension of the Subscription resulting from the Customer's nonpayment of the Subscription fees as they become due.

2.10.2 Default and Termination; Remedies

Either party may terminate the Subscription agreement in the event of a material breach upon thirty (30) days' prior written notice to the other party, provided that the party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions for failure to pay annual Subscription fees, upon the occurrence of a material breach of the Customer's obligations not susceptible to cure as provided in the preceding paragraph, Forensic Technology may at its option, effective immediately upon written notice to the Customer, either:

- Terminate Forensic Technology's future obligations under the Subscription agreement, or;
- Terminate the Customer's License to use the Subscription, or;
- Accelerate and declare immediately due and payable all remaining charges for the remainder of the then current term and proceed in any lawful manner to obtain satisfaction of the same.

In either case, the Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of Forensic Technology, as well as applicable repair and refurbishing costs.

2.10.2.1 Modification to, or Discontinuation of the Subscription

Upon reasonable notice to the Customer, Forensic Technology reserves the right at its discretion to modify, temporarily or permanently, the Subscription (or any part thereof). In the event that Forensic Technology modifies the Subscription in a manner which is not acceptable to the Customer, the Customer shall have the right to terminate the Subscription agreement and receive a pro-rata refund of the annual Subscription fees paid for the then-current subscription term. The Customer acknowledges that Forensic Technology reserves the right to discontinue offering the Subscription at the conclusion of the Customer's then current term. The Customer agrees that Forensic Technology shall not be liable to the Customer or to any third party for any modification of the Subscription as described in this section.

2.10.2.2 No Use by Third Parties

Use by anyone other than the Customer of the IBIS equipment, the Subscription, and documentation is prohibited, unless pursuant to a valid assignment of the Customer's rights and obligations of the Subscription agreement, which must be agreed to by Forensic Technology.

2.11 Customer Obligations

The Customer acknowledges and agrees that Forensic Technology's duties, including warranty obligations, and ability to perform its obligations to the Customer shall be predicated and conditioned upon the Customer's timely performance of and compliance with the Customer's obligations hereunder, including, but not limited to:

- The Customer agrees to pay all sums due when they are due pursuant to the payment terms for implementation, and ongoing annual subscription fees. Actual access and use of the IBIS equipment shall constitute evidence that the Subscription are active, and the final implementation payment is due.
- The Customer agrees to use reasonable efforts to timely perform and comply with all its obligations, including providing assistance to Forensic Technology, as needed.
- The Customer or any other third party must not alter the system's configuration, either by installing hardware/software or modifying system parameters. Should any modifications be performed by any party other than Forensic Technology, Forensic Technology reserves the right to immediately terminate the Subscription and retrieve the equipment.
- Unless otherwise expressly agreed in advance in writing by Forensic Technology, the Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the IBIS equipment.
- The Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

2.12 Warranties, Material and Workmanship

Forensic Technology warrants to the Customer that all products delivered shall be new and free from defects in material, workmanship, and title.

Initial delivery will consist of factory new parts. Replacement parts delivered during the warranty period may be refurbished products or parts.

Forensic Technology expressly warrants the products manufactured by it as meeting the applicable specifications.

Forensic Technology makes no other warranties either expressed or implied (including without limitation warranties as to merchantability or fitness for a particular purpose). The Customer retains responsibility for the application and functional adequacy of the purchased system.

The Customer or any other third party must not alter the system's configuration, either by installing hardware/software or modifying system parameters. Should any modifications be performed by any party other than Forensic Technology, Forensic Technology reserves the right to void the balance of the system's warranty.

2.13 Connection to NIBIN

This proposal assumes that the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) will grant the Customer access to the National Integrated Ballistic Information Network (NIBIN), a NIBIN-IBIS Data Concentrator and a NIBIN-IBIS Correlation Server. A valid Memorandum of Understanding (MOU) between the agencies must be in place and be maintained throughout the subscription period in order to remain on NIBIN.

2.14 Arbitration

In the event of any dispute, claim, question, or disagreement arising from or relating to the contract resulting from this proposal or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration under UNCITRAL rules, at a neutral venue and under applicable law to both parties.

2.15 Limitation of Liability

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the system or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages. The Customer agrees to indemnify and hold Forensic Technology harmless in such events.

2.16 Termination for Convenience

Upon written notice from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer, as follows:

If the termination notice is received prior to the equipment being packed at the factory, the Customer shall pay Forensic Technology 35% of the total value of the contract, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.

If the termination notice is received after the equipment is packed and/or shipped, but prior to installation at the Customer's site, the Customer shall pay Forensic Technology 75% of the value of the contract. In addition, the Customer will also reimburse Forensic Technology for the costs of crating and shipping the equipment to the Customer's site and back to Forensic Technology, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.

The contract cannot be terminated once the equipment is installed at the Customer's site.

2.17 Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence, whether foreseeable or not. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

2.18 Software License Agreement

Use of the IBIS equipment is subject to a software license agreement, which resides on the machine. Users are required to accept the agreement prior to having access to the system. License fees to use all software provided with the system are included in the price of the Subscription. In consideration for and subject to the payment of the annual Subscription fees, the Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the IBIS equipment and the Subscription.

2.19 Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. Forensic Technology is also committed to ensuring compliance in all services and underlying processes where personal data is processed on behalf of partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. Forensic Technology uses personal data solely for contacting individuals in the course of normal business and in marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: <https://www.ultra-electronics.com/corporate-responsibility/data-privacy-notice>.

2.20 Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
 - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));
 - to another person with the intention to reward a person for the improper performance of such a function or activity;
 - to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;

- to a Public Official (or his representative), any political party or party official, any candidate for political office:
 - with the intention of influencing such official, party, or candidate in its or his official capacity to do or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the intention of obtaining or retaining business, or to secure any improper advantage;
 - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
 - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
- to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

3 Scope of Services

This section details the services related to equipment deployment.

3.1 Site Survey

The purpose of a site survey is to verify that the site(s) selected by the Customer for the installation of the system complies with the facility requirements described in the IBIS Facilities Requirements Overview.

Ahead of equipment shipment, Forensic Technology requires that the Customer conduct a site survey and provide supporting documentation, including but not limited to:

- Photographs and floor plan with dimensions of the proposed location
- Confirmation of network and electrical systems
- Description of environmental factors, for example: temperature, humidity, dust free environment, and exposure to direct sunlight

Further guidance on the site survey and supporting documentation will be provided by Forensic Technology at contract award or shortly thereafter.

Upon completion of the site survey, Forensic Technology will either provide confirmation of site compliance, or will outline instructions and recommendations that the Customer needs to carry out to ensure the site is ready to receive the system.

NOTES:

- 1. If, at installation time, one or more sites do not fully meet our facility requirements, and our technician has to return on-site or extend his visit to complete the installation, all additional expenses (labor, travel, living, etc.) incurred by Forensic Technology will be charged to the Customer.**
- 2. In the event the Customer does not complete the site survey and Forensic Technology needs to send a field technician on-site to complete the review, a fee of US\$2,200 will be for the Customer's account.**

3.2 Equipment Transport and Delivery

At contract award or shortly thereafter, the Customer will be asked for information in order to accelerate and optimize the delivery process, as follows:

- Detailed consignee information (contact names, addresses and coordinates)
- Information on customs clearance and importation (process, preferred customs agent if any)
- Documentation requirements
- Any other pertinent information

After successful factory tests, the system will be disassembled, packed and delivered to the Customer for installation by Forensic Technology qualified personnel.

The Customer will be responsible for supplying suitable off-loading facilities, forklift, dolly, and other moving equipment.

3.3 Installation

Description	Duration
NIBIN Cartridge Cases Acquisition, Analysis and Triage Managed Service	One (1) working day

NOTE: This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the installation. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.

3.4 On-Site Acceptance

Following the installation of the system at the Customer site, Forensic Technology will execute a Test Procedure. Upon the successful completion of this on-site Test Procedure, the system shall be deemed accepted and the Customer's authorized personnel shall be required to sign the *Certificate of Conformance and Final Customer Acceptance* form. The warranty commences upon the successful completion of the on-site Test Procedure. Acceptance on-site is not to be construed as transfer of title of ownership to the Customer.

3.5 Training Program

The proposed solution includes a comprehensive multi-step training program to be delivered in English online and at the Customer site. **If the trainees are not already ATF-certified NIBIN users, they will have to meet ATF certification requirements in order to be granted access to NIBIN by ATF.**

3.6 Online Introductory Training

Upon confirmation from the Customer of the names and titles of trainees, Forensic Technology will provide online training credentials. These credentials will allow the trainees to access introductory online courses.

These courses are introductory level, designed for trainees who are not yet familiar with IBIS technology.

3.7 On-Site Basic User Training

Forensic Technology will provide on-site basic user training for a maximum of two (2) trainees per acquisition unit. Duration and content will vary based on the Subscription and will be confirmed at a later date.

NOTE: Please see the attached brochure for additional details on training programs.

3.8 Training – Manufacturer's Recommendation

In order to maximize the Customer's investment in the IBIS technology, Forensic Technology strongly recommends that all system operators be trained by a Forensic Technology or NIBIN certified instructor prior to use. This will ensure that the installed technology achieves the expected results and meets its intended purpose. Completing system training with a certified instructor also facilitates receipt of support and assistance from Forensic Technology's Global Customer Services team.

3.9 SafeGuard Services

The proposed Subscription includes SafeGuard services covering parts, labor and software upgrades.

NOTES:

- 1. No onsite repairs are available for the PAG800 Microscope. The equipment would be returned to Forensic Technology for any required repairs**
- 2. Please see the attached brochure for additional details on SafeGuard.**

4 IBIS Facility Requirements Overview

This section provides an overview of the IBIS facility requirements. Forensic Technology will provide the Customer with the formal facility requirements documentation prior to the start of the project.

4.1 Storage Requirements

In the event that the system(s) will be kept in Customer-provided storage prior to installation, the storage facility will need to have, at all times, a temperature between 0 and 50 degrees Celsius (32 and 122 degrees Fahrenheit) with a relative humidity between 50% and 70%.

4.1.1 Crate Dimensions

The equipment is delivered in wooden crates and the dimensions are as follows:

Equipment	Dimensions (W x L x H) (in) / Weight (lb)	
	Crate 1	Crate 2
NIBIN Cartridge Cases Acquisition, Analysis & Triage Managed Service	31 X 24 X 40	35 X 73 X 40
	245 lb	400 lb

4.2 Environment

Air conditioning is mandatory. The Customer must maintain, at all times, the temperature of the room(s) housing the system between 15 and 30 degrees Celsius (60 to 86 degrees Fahrenheit) with a relative humidity between 50% and 70%.

Forensic Technology recommends that the system be installed in a relatively dust-free operating environment. Carpeting is not recommended.

4.3 Footprint

The footprint required for each major component is detailed below:

Equipment	Footprint
BRASSTRAX Acquisition Station	The BRASSTRAX Acquisition Station can be installed on a sturdy table or desktop, which is to be supplied by the Customer. Both the table and work desk need to be next to each other and when combined with the operator's chair and access space require a footprint of W91" x D97" x standard room height.
Printer	The printer rests on a table that is to be supplied by the Customer. The table needs to be installed next to either the BRASSTRAX Acquisition Station or the MATCHPOINT Analysis Station. The footprint for this table would be approximately W23" x D30" x standard room height.
MATCHPOINT Analysis Station	The MATCHPOINT Analysis Station rests on a work desk, which is to be supplied by the Customer. The work desk when combined with the operator's chair and access space requires a footprint of approximately W68" x D97" x standard room height.

Equipment	Footprint
PAG800 Stereo Zoom Microscope	The PAG800 Stereo Zoom Microscope can be installed on a table, desk or working bench supplied by the Customer. Its footprint is approximately W12" x D12" x H18" without camera.

4.4 Power Source Requirements

The power source required for each major component is detailed below:

Equipment	Circuit Breaker Rating	Approx. Heat Dissipation (BTU Per Hour)
BRASSTRAX Acquisition Station	2000 VA	4700
MATCHPOINT Analysis Station	1000 VA	2500
Printer	1000 VA	2500
PAG800 Stereo Zoom Microscope	N/A	

NOTE: All the equipment above uses either a 100 – 120 VAC 60 Hz or a 220 – 240 VAC 50 Hz single phase power source.

4.5 Communication Lines

ATF will furnish the communication lines needed for Forensic Technology to provide remote technical support and for networking with other IBIS Systems.

NOTE: Forensic Technology will not be liable for the lack of technical support to the Customer due to unsuitable communication lines.

4.6 Local Area Network (LAN)

The various components of the proposed system are interconnected via a Fast Ethernet (100Base-T) LAN. Following are the connectivity requirements:

- If all the system components are to be installed in the same room and the length of the LAN cable run does not exceed 30m (100'), Forensic Technology will be able to provide the hardware, and the labor needed to set up the LAN.
- If there is one or more system components to be installed in the same building but at different locations (i.e. not in the same room), then Forensic Technology will require collaboration from the Customer's local IT and building maintenance staff to facilitate the installation. The network infrastructure should be Category 5 or 6 compliant and terminated with an RJ-45 connector. Any network point provided should be within 2m (79") of the component.



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www.ultra-forensictechnology.com

November 18, 2021

Chula Vista Police Department

315 4th Avenue

Chula Vista, California 91910

Subject: Sole Source Letter

To whom it may concern:

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses a number of patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of **Ultra Electronics Forensic Technology Inc.** (hereinafter collectively referred to as **Forensic Technology**) and third parties who have been duly authorized to do so.

Consequently, only Forensic Technology, the exclusive manufacturer of IBIS, can provide their proprietary products, IBIS BRASSTRAX™, IBIS BULLETRAX™, IBIS MATCHPOINT™, IBIS Data Concentrator, IBIS Correlation Engine, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto. Furthermore, IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone and passed the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely yours,

A handwritten signature in black ink that reads "Stacy Stern".

Stacy Stern

Vice President Sales and Marketing

ABOUT ULTRA ELECTRONICS FORENSIC TECHNOLOGY



Forensic Technology is a leading provider of forensic investigation and analysis tools used by law enforcement agencies around the world to keep their societies safe.

We created **IBIS®** (the Integrated Ballistic Identification System) in 1991 and are pioneers in automated ballistics identification. IBIS helps forensic experts provide detectives with timely information about guns, crimes, and suspects. It does so by suggesting possible matches between pairs of fired bullets and cartridge cases. It finds the proverbial “needle in the haystack” and it does so at speeds well beyond human capabilities. In 2011 we added forensic document examination to our portfolio of solutions through our purchase of Swiss-based Projectina AG, a manufacturer of optical and opto-electronic systems.

Forensic Technology is a customer-driven organization that partners with hundreds of public safety agencies in over 130 countries. We provide cost-effective crime-fighting solutions a solid corporate infrastructure that governments can call upon for forensic investigation and analysis.

With vast experience in scalable, sustainable, networked solutions, our engineering, forensic, and law-enforcement professionals provide worldwide 24/7-customer support and dedicated training facilities. Our products are powerful tools that can be used for independent examination. But when networked, they become powerful systems that facilitate data analysis and intelligence sharing among agencies and across jurisdictional boundaries.

In 2014, we joined Ultra Electronics, a successful international defense, security, transport, and energy company. Ultra has a long and consistent record of innovating and engineering solutions that satisfy customer requirements (www.ultra-electronics.com).

Forensic Technology helps law-enforcement agencies around the world achieve higher levels of performance in the fight against crime. We continue to innovate so the world can be a safer place.

For more information, please visit www.ultra-forensictechnology.com.

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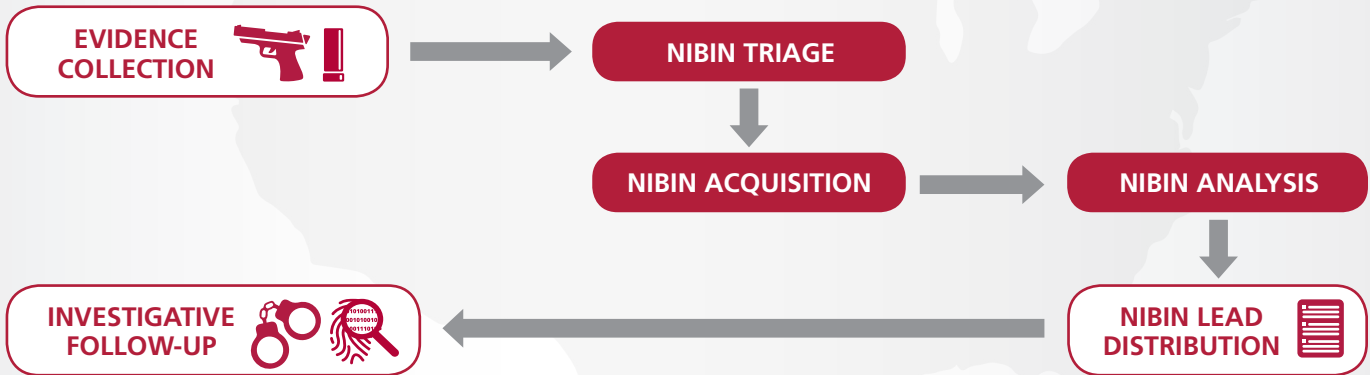
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WAYS TO JOIN NIBIN

Entering firearm evidence into the **National Integrated Ballistic Information Network** produces new investigative leads by linking firearm-related crimes.



Managed by ATF, the NIBIN program is a partnership with federal, state, county, local, and tribal law enforcement agencies.

Depending on an agency's needs and capabilities, there are various options for them to join NIBIN and benefit from broader crime gun intelligence.



	PAG 800	BRASSTRAX	MATCHPOINT
1 FULL CAPABILITY NIBIN Cartridge Case Triage, Acquisition, and Analysis	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
2 ANALYSIS BY PARTNER AGENCY OR NNCTC NIBIN Cartridge Case Triage and Acquisition	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3 SEND OR CARRY TO PARTNER Submit evidence to partner NIBIN site or take it there to enter yourself	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

NIBIN National Correlation and Training Center (NNCTC)

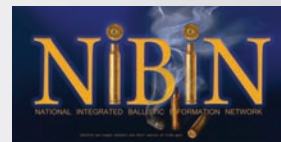
ATF provides dedicated resources for the turnaround of investigative leads within 24-48 hours.

NNCTC partnership is subject to ATF approval.

NIBIN TRAINING & E-LEARNING

Access to NIBIN requires formal training, offered on-site or at a training center.

Every NIBIN user has access to an e-learning service to deepen their knowledge and maximize their effectiveness, including multimedia training courses, user guides, how-to videos, and informative webinars.



PROJECTINA

PAG800

NIBIN CARTRIDGE CASE TRIAGE

The stereo zoom microscope enables a NIBIN technician to triage cartridge cases collected from a crime scene, and those that are test-fired from a seized firearm, selecting the best candidates for entry into NIBIN.



NIBIN CARTRIDGE CASE ACQUISITION

Digitally captures the regions of interest on a cartridge case in 2D and 3D, revealing considerable impression detail and multiple viewing perspectives that are uploaded onto NIBIN to automatically search for matches.



NIBIN CARTRIDGE CASE ANALYSIS

Provides extensive 2D and 3D viewing tools to review the correlation results, significantly increasing identification success rates.

High-confidence matches can be quickly communicated as leads to investigators.



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Hardware-as-a-Service

Enhance your efforts to reduce gun violence

WITH OUR IBIS SUBSCRIPTION SOLUTION

NEW SERVICE!



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Hardware-as-a-Service

IBIS ACCESS at a Glance

Receiving actionable investigative leads from the timely processing of ballistic evidence is critical for law enforcement. **IBIS ACCESS** is a subscription service that provides law enforcement agencies access to IBIS — the easy-to-use technology needed to digitally acquire and submit ballistic evidence onto NIBIN.

With onsite installation, comprehensive training and 24/7 support, IBIS ACCESS is affordably priced to fit the size and needs of agencies.

➤ AVAILABLE THROUGH IBIS ACCESS:



CARTRIDGE CASE ACQUISITION

Digitally captures the regions of interest on a cartridge case in 2D and 3D, revealing considerable impression detail and multiple viewing perspectives.



BULLET ACQUISITION

Digitally captures the surface of a bullet in 2D and 3D, providing a topographic model of the marks around its circumference.

NIBIN at a Glance

NIBIN – ATF's National Integrated Ballistic Information Network – is the only ballistic network that identifies previously unknown links between crimes involving the same firearm, available only through IBIS.

With more than 4 million pieces of ballistic evidence in its database, NIBIN is an invaluable tool in any agencies' fight against gun violence.

A **PERF** survey showed a 28% increase in homicides in the first 9 months of 2020¹

NIBIN generated over than **350,000 investigative leads** from over 220 NIBIN partner locations since 2016³

Over **4 million** pieces of ballistic evidence are stored in NIBIN²

WAYS TO JOIN NIBIN



Your Benefits

With **IBIS ACCESS**, customers can quickly acquire and install an IBIS solution and avail themselves of several benefits including:



Lower Upfront Investment

With IBIS ACCESS, customers can move away from capital expenses associated with purchasing their equipment, to a more predictable operational expense budget.



Complete Hardware and Software Management

IBIS ACCESS eliminates the hassle of updating the hardware and software before it becomes obsolete. Customers benefit from regular hardware and software component updates included with the subscription.



Rapid and Flexible Expansion

In the event that customer's operational context significantly changes, IBIS ACCESS makes it easier to rapidly scale-up the IBIS solutions by augmenting the acquisition capacity levels of the subscription package either by adding additional acquisitions or by adding analysis stations.



Added Value

In addition to the benefits associated with using the latest technology, IBIS ACCESS offers additional peace of mind by including installation of the solution, end-user training, punctual coaching, ongoing monitoring and customer support.

Even more benefits for your agency:



Predictable annual budgets



Access to NIBIN



Access to latest IBIS technology



All-inclusive subscription solution



Customized service packages



Find out more today about IBIS® ACCESS™
www.ultra-forensictechnology.com

¹ CriticalIssues26Jan21 (policeforum.org); <https://www.policeforum.org/criticalissues26jan21> ; March 23rd, 2021

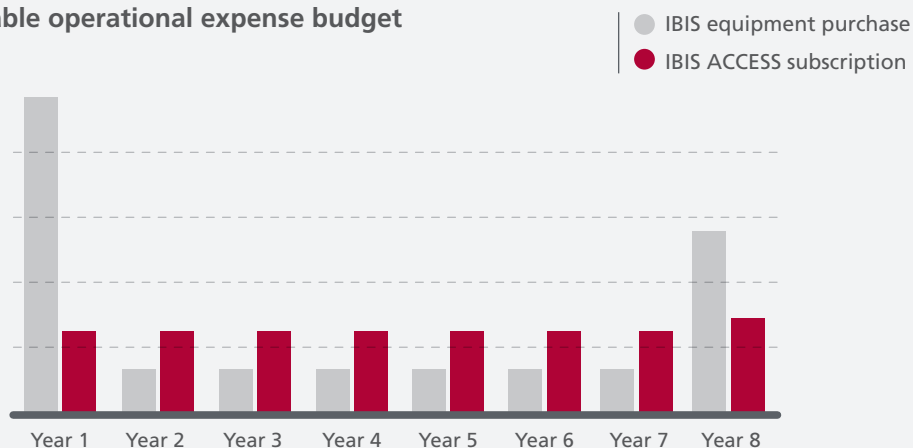
² Fact Sheet - National Integrated Ballistic Information Network | Bureau of Alcohol, Tobacco, Firearms and Explosives (atf.gov); <https://www.atf.gov/resource-center/fact-sheet/fact-sheet-national-integratedballistic-information-network> ; March 19th, 2021

³ Bureau of Alcohol, Tobacco, Firearms and Explosives, April 2021

Why does **IBIS ACCESS™** fit your agency's needs

✓ Access to NIBIN

✓ Predictable operational expense budget



✓ Periodic hardware and software updates included

✓ Installation, end-user training and coaching, ongoing monitoring, and customer support included

✓ Customized packages that can be easily adjusted as needs evolve

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Innovating today for a safer tomorrow

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MKT81-00054 v1

IBIS TRAINING PROGRAMS

WHO BETTER TO TRAIN YOU ON IBIS THAN THE MAKERS OF IBIS?

IBIS TRAINING FOR A HIGHER SUCCESS RATE



The **Integrated Ballistics Identification System (IBIS®)** is backed by over 25 years of leading-edge innovation, helping law enforcement professionals in over 80 countries and territories reduce gun crime, apprehend criminals, and make society safer. **Our mission is to ensure that customers get the most from their investment by providing high-quality training.**

PROFESSIONALLY-DEVELOPED COURSES

To provide a balance of active participation and learning effectiveness, our training programs consist of a variety of modules including presentations, hands-on sessions, group discussions, and real-world scenarios to ensure a successful IBIS program. The courses that we offer are:

IBIS BRASSTRAX™ Acquisition and Triage

Introduces trainees to the basics of acquiring cartridge cases using the BRASSTRAX Acquisition Station. Trainees will learn the basics of triaging fired cartridge cases recovered from crime scenes, as well as testfired cartridge cases, in order to select suitable candidates for image capturing with the IBIS system.

IBIS BULLETRAX™ Acquisition

Introduces trainees to the basics of acquiring bullets using the BULLETRAX Acquisition Station.

IBIS MATCHPOINT™ Correlation

Introduces trainees to the essentials of analyzing bullet and/or cartridge case images using the MATCHPOINT Analysis Station.

IBIS HD3D™ Management

Provides law enforcement agency supervisors with the essential knowledge and strategies to create effective IBIS-use protocols and procedures within their organizations.

Train the Trainer for IBIS BRASSTRAX™

Ensures that in-house trainers are prepared to deliver relevant and useful material that will be used to train, coach, and support new and existing IBIS BRASSTRAX users.

BRINGING OUR EXPERTISE TO YOU

Our highly-experienced trainers work closely with our product development team to deliver relevant, applicable, and up-to-date training based on the latest technology. Depending on your specific needs, our instructors can conduct **one-on-one sessions, consult with small groups, or combine a mix of both**—all in the convenience of your own facility, no matter where you are located.

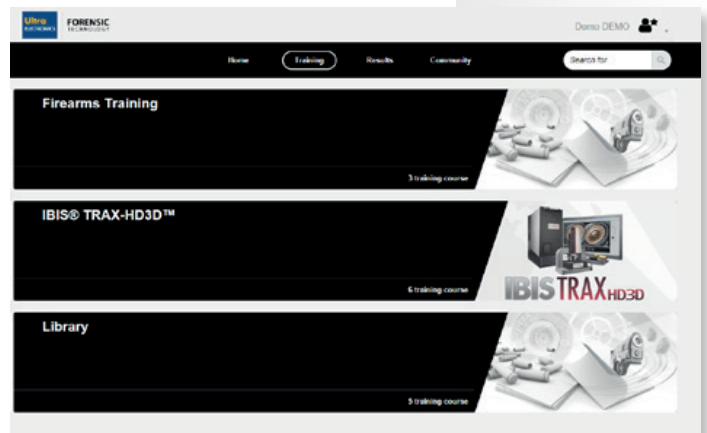
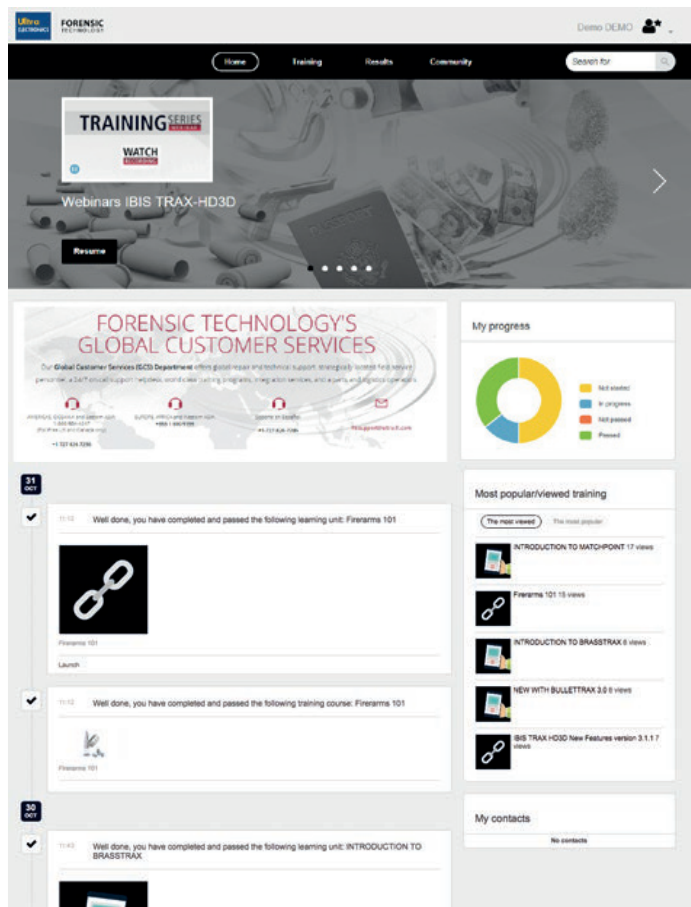
MULTILINGUAL LEARNING SUPPORT

Ultra Electronics Forensic Technology Inc. is a global organization with dynamic trainers from diverse linguistic backgrounds. Our in-depth training courses are currently offered in multiple languages.

E-LEARNING

An arsenal of information at your fingertips 

All IBIS users gain access to the **Forensic Technology e-learning system** designed to further enhance the IBIS user experience. Our growing resource library is available through a **secure web portal**, giving you **exclusive access to basic training courses, user guides, and other valuable documents**, as well as **webinars and how-to videos** designed to help you maximize your IBIS investment.



GETTING STARTED

The Forensic Technology training team can **deliver courses without disrupting your organization's workflow**. Contact your dedicated representative to book training sessions to help ensure that you get the most out of IBIS.

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Extended Warranty and Protection Plan for your Ultra Forensic Technology products*



NEW & IMPROVED!

More services & support than ever.

Maximize system uptime and efficiency with SafeGuard™:

- › Around-the-clock customer support.
- › Rigorous system maintenance and software updates for continuous, optimal performance.
- › Continuous user education to maintain the highest skill levels.
- › Minimize your equipment downtime.
- › **New! Remote coaching and workstation refresh.**

ULTRA.



Let us keep your system running optimally so you can focus on your job

NEW!

**GET EVEN
MORE VALUE
WITH THESE
NEW ELEMENTS**



UNLIMITED REMOTE COACHING

Have your specific questions answered quickly by senior certified instructors during short ad-hoc sessions.



WORKSTATION REFRESH

Ensure compatibility and optimal performance of your system by upgrading and refreshing your PC once every seven (7) consecutive years at no additional cost*. Applies to BRASSTRAX, BULLETRAX, MATCHPOINT and Quantum workstations.



Follow-the-sun Support

Reach our Support Center when you need it

- › 24/7 hotline with callback within one hour
- › Multilingual support
- › Toll-free and/or VoIP phone lines
- › Email and website services

Expert Technical Support

Resolve system incidents promptly

- › Certified specialists provide remote diagnosis and resolution
- › Parts and travel costs for certified field technician are covered to perform on-site service
- › Five support offices and many partners worldwide provide assistance
- › Specialists answer any feature-related question (e.g., system application report building)

Proactive System Care

Maximize system uptime

- › Get monitoring of critical system components with remote verification
- › Receive on-site preventive maintenance every 24 months
- › Confirm equipment health with automated remote health checks
- › Receive priority maintenance and software upgrades with pre-authorized time slots

Software Upgrades

Keep your system current

- › Implement new features and functionalities developed by our team of scientists
- › Get hotfixes to correct software bugs promptly
- › Receive minor hardware upgrades as needed
- › Maintain backward compatibility of your IBIS data with every new version of IBIS
- › Minimize downtime during software upgrades with state-of-the-art automated deployment
- › Maintain interoperability with agencies across national and international networks

Customer Care

Receive service that exceeds industry standards

- › Benefit from proactive follow-ups offering guidance and support
- › Optimize your system usage with the help of a knowledgeable customer care team that understands your work environment, processes, and constraints
- › Discuss upcoming product features, and other topics of interest to you
- › Receive an annual status report with statistics, acquisitions, incidents, and much more

Continuous Education

Have VIP access to our vault of information

- › Receive remote coaching to master acquisition and analysis techniques and stay up-to-date on new features
- › Access our E-learning portal for the latest documentation, online courses, and videos that demonstrate tips and techniques
- › Attend our sponsored seminars, webinars and conferences**

How does SafeGuard™ fit your needs?

- ✓ Maximizes equipment and program uptime and efficiency
- ✓ Controls costs by preventing unexpected expenses from equipment failure
- ✓ Ensures constant improvement of your systems (acquisition, correlation, visualization, and analysis) with the latest features from software upgrades
- ✓ Allows you to focus on solving crime and protecting your community

Optional Services

Add supplementary services to your SafeGuard™ package for maximum protection.***

Additional Training Courses

Provide basic training to new users or advanced training to experienced users.

Custom Reports

Have our system experts create custom reports such as operational and administrative reports for you.

System Relocation

Have all of your Ultra Forensic Technology equipment or just a few components relocated by our experts without any worries.

*Certain conditions apply. IBIS Network users may be subject to certain Agency restrictions or conditions

**Where permitted.

***Additional fees may be applicable on optional services.

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Advanced Security

Benefit from centralized user account management with security policies, updates of the OS security patches, centralized antivirus management and vulnerability management for your systems and network.

Ultra Forensic Technology's Global Customer Services Contact Information

➤ **Americas, Oceania and Eastern Asia**
1-866-984-4247 | +1 727 826 7236

➤ **Europe, Africa and Western Asia**
+353 1 690 9199

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