

The word "ULTRA" is written in a large, bold, sans-serif font. The background features a stylized globe with a grid pattern, overlaid with a large, semi-transparent "X" shape. The colors are muted, with shades of pink, purple, and blue.

# ULTRA.

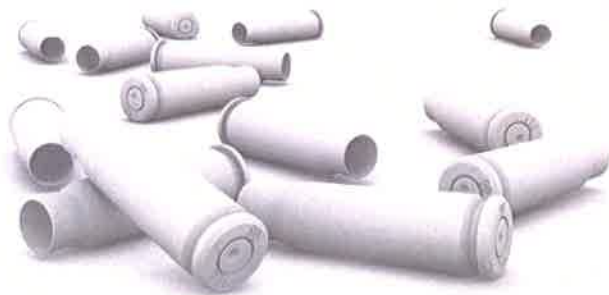
## Proposal for IBIS® Systems

**Submitted to the: Columbus Police Department Crime Laboratory**  
770 East Woodrow Avenue, Room 130  
Columbus, OH 43207

**Attention:**  
Mr. Brian Johnson  
Forensic Scientist III

**By: Forensic Technology Inc., a member of the Ultra Group of companies**  
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**Date: December 12, 2022**  
**Reference No.: S-08262, Rev. 03**



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- About Forensic Technology
- Ways to join NIBIN
- IBIS Training Programs
- Services covered by SafeGuard

# 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 **Columbus Police Department Crime Laboratory** (hereinafter referred to as the **Customer**) with this proposal for our latest generation of Integrated Ballistic Identification System (**IBIS**®).

## 1.1 Solution Overview

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.

Each IBIS solution package features the latest generation of IBIS technology and includes exceptional 3D imaging, the best comparison algorithms for ballistic evidence in large databases, and a reliable and secure data management infrastructure.

Description
<b>NIBIN Cartridge Cases Acquisition &amp; Triage Package</b> , comprising: <ul style="list-style-type: none"><li>- Two (2) BRASSTRAX™ Acquisition Stations</li></ul>

1. Please see the attached brochure "Ways to join NIBIN" for detailed product features and functionality.
2. it is assumed that the analysis of the correlation results will be performed at another location or another agency where a MATCHPOINT Analysis Station for Cartridge Cases is available.

## 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](mailto:Brandon.Huntley@ultra-ft.com).

## 2 Pricing and Standard Terms

This section details our prices and standard terms.

### 2.1 Pricing

Description	Total Price (USD)
<b>NIBIN Cartridge Cases Acquisition &amp; Triage Package</b> , comprising: <ul style="list-style-type: none"> <li>- Two (2) BRASSTRAX Acquisition Stations</li> <li>- Two (2) color printers</li> <li>- One-year SafeGuard Warranty (for each BRASSTRAX)</li> <li>- Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded</li> <li>- Installation and commissioning</li> <li>- One (1) On-site training session (<i>please see note 6 below</i>)</li> </ul>	\$278,225
<b>TOTAL PRICE (US Dollars)</b>	<b>\$278,225</b>

### Optional Items

Item	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Discounted Price (USD)
1.	One (1) additional year	\$33,787	(\$1,609)	\$32,178
2.	Three (3) additional years	\$104,431	(\$12,421)	\$92,010
3.	Five (5) additional years	\$179,378	(\$33,100)	\$146,278

#### NOTES:

1. It is assumed that the analysis of the correlation results will be performed on an existing MATCHPOINT Analysis Station for Cartridge Cases available at the same location, or at another location or another agency where a MATCHPOINT Analysis Station for Cartridge Cases is available.
2. Pricing in this proposal is based on ATF providing some of their mandated security components.
3. Prices for SafeGuard Warranty items are based on purchase and payment at the same time as the equipment. If the Customer wishes to purchase extended warranty separately from the equipment, Forensic Technology reserves the right to revise the pricing.
4. Multi-year Safeguard Protection Plans yield substantial savings which are achieved as a result of loyalty discounts and the absence of annual indexation.
5. 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.

- 6. It is assumed that the training included will be imparted in one (1) session only and is limited up to 6 people (2 per BRASSTRAX equipment). In case the customer requires additional training sessions, Forensic Technology will issue a new proposal.**

## Standard Terms

### 2.2 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 **March 31, 2023**.

### 2.3 Currency

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

### 2.4 Payment Terms

Forensic Technology will invoice the Customer upon shipment from our location. The payment will be due 100% net thirty (30) days from the date of our invoice.

### 2.5 Delivery

The delivery of the equipment will be within one hundred and eighty (180) days after receipt and acceptance of purchase order. However, in the past months, due to COVID-19 and other factors beyond our control, we have been experiencing delays in parts delivery from our suppliers, which is negatively impacting our delivery schedules to our customers. As the situation remains uncertain, the delivery will be confirmed upon receipt and acceptance of purchase order. Forensic Technology will continue to work with our supply chain partners in an effort to reduce delivery delays and meet our customers' preferred timelines.

The installation date at the Customer site will depend on availability of the equipment on-site as well as 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.

### 2.6 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 sales and/or withholding taxes (if applicable), as well as storage fees, which will be for the Customer's account.**

### 2.7 Property Title and Risk of Loss

Title and risk of loss of the equipment shall pass to the Customer when the equipment arrives at the point of delivery, regardless of completion of on-site Test Procedure and other services required under the contract.

## **2.8 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.

## **2.9 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 Memorandum of Understanding (MOU) between the agencies must be in place in order for the installation to be fully completed.

## **2.10 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.

## **2.11 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.

## **2.12 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.

### **2.13 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.

### **2.14 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 for all software provided with the system are included in the initial purchase price and are included in any subsequent SafeGuard charges.

### **2.15 Availability Commitment**

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

### **2.16 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>.

## 2.17 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 included in this proposal.

#### 3.1 Site Survey

Forensic Technology requires that the Customer complete a Site Survey ahead of equipment shipment. The purpose of this survey is to verify that the site selected by the Customer for the installation of the system complies with the site requirements described in the IBIS Facility Requirements Overview.

Elements to be verified include, but are not limited to:

- Floor plan with dimensions of the proposed location (Forensic Technology may require photographs to be submitted)
- Confirmation of network and electrical systems
- Description of environmental factors, for example: temperature, humidity, dust free environment, and exposure to direct sunlight

The assigned Project Manager will provide the Customer with the Facility Requirements and will be available to answer questions that arise.

If the Customer finds that the results of the Site Survey are unsatisfactory, Forensic Technology will outline recommendations to ensure the site is ready to receive the system.

**NOTE: If, at installation time, one or more sites do not fully meet facility requirements, and the technician must return on-site or extend their visit to complete the installation, all additional expenses (labor, travel, living, etc.) incurred by Forensic Technology 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

The installation of the proposed system at the Customer-prepared site will be concluded as follows:

Description	Duration
NIBIN Cartridge Cases Acquisition & Triage Package	Within 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.**

#### **3.5.1 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.

#### **3.5.2 On-Site Basic User Training**

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

#### **NOTES:**

- 1. Trainees can be exempt from the triage training course under the following conditions:**
  - The trainee is a Firearms Examiner, or
  - The trainee is an experienced IBIS technician familiar with performing triage, or
  - The Customer will provide its own triage training prior to the BRASSTRAX training.
- 2. Please see the attached brochure for additional details on training programs.**

### **3.5.3 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 Authorized Trainer (NAT) 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 trainer also facilitates receipt of support and assistance from Forensic Technology’s Global Customer Solutions team.

### **3.6 SafeGuard Warranty**

The proposed IBIS equipment includes a one-year SafeGuard Warranty covering parts, labor and software upgrades that commences upon the successful completion of the On-Site Acceptance, or three (3) months from the date of shipment, whichever occurs first.

All IBIS systems deployed on NIBIN must meet the U.S. Department of Justice (DOJ) security requirements. Forensic Technology’s SafeGuard Warranty includes key services that ensure all IBIS systems continue to be compliant with the DOJ requirements.

#### **NOTES:**

- 1. If the on-site Test Procedure takes place more than three (3) months from the date of shipment due to delays in the installation of JUTNet communication lines, the start of the warranty will be postponed accordingly.**
- 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 & Triage Package	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.

#### 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
Printer	1000 VA	2500

**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.