10

SINGLE SOURCE AWARD **BID # SS-14792-24**

Subject: ULTRA ELECTRONICS FORENSIC RENEWAL

Department: Jacksonville Sheriff's Office

Description of Purchase:

Recommend approval of a single source award to Forensic Technology, Inc. for Ultra Electronics Forensic Technology Warranty & Protection Plan for Serial #BRTX00000852 & BRTX00000897 Matchpoint MPP2456, Matchpoint MPP2489, and Matchpoint MP2778. The integrated Ballistic Identification System (IBIS) uses technology that encompasses several patents. Manufacturing and servicing of these products requires proprietary and commercially sensitive information that is only accessible to employees of Ultra Electronics Forensics Technology. The period of service is from November 29, 2023 through November 28, 2024. Total not to exceed expenditure in the amount of $66,512.00.

Funding Source: 00111.552101.546030.000000.00000000.00000.0000000 - to be processed by Purchase Order

Single Source Award To: Forensic Technology, Inc.

Price Justification: See attachment

Total Award: $66,512.00 **Requisition #:** IHIN-500135-24

Attachments: Recommendation Memo, Single Source Form, Vendor Letter/Quote

Certification as to Single Source: Mike Bruno, Director of Police Services

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

for

Analyst: Olive Wallace-Cohen

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

October 12, 2023

To: Dustin Freeman, Chief of Procurement

Thru: William Clement, CPA, Chief of Budget

From: Mark Romano, Director of Police Services

Subject: Single Source Award Request – Ultra Electronics Forensic Renewal (71561)

We are requesting a single source award with Forensic Technology. Forensic Technology is the vendor for the Ultra Electronic Forensic Renewal. The renewal is not to exceed the expenditure amount of $66,512.00. The funding Source is 00111.552101.546030.000000. Attached are the single source request, vendor quote and the single source document from Forensic Technology. A purchase order will be issued for this request.

Please let me know if you require any additional information. Thank you for your assistance.

JUSTIFICATION FOR SINGLE SOURCE (JSS)

Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

1. Requesting Agency:	Jacksonville Sheriff's Office (JSO)
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the city need these particular goods or services?***	Maintenance renewal for the NIBIN Program used by the Firearms Lab.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	The Integrated Ballistic Identification System (IBIS) uses technology that encompasses several patents. Manufacturing and servicing of these products requires proprietary and commercially sensitive information that is only accessible to employees of Ultra Electronics Forensic Technology.
4. Date of Request	10/12/2023

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Internet and phone calls were conducted by the Firearms Lab to determine this information.]

6. Conflict of Interest (Must Check)

√ By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with *Chapter 112, Florida Statutes*.

7. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

☐ Other [Click here to list other documentation.]

P-1532e
Rev. 06/2023

Order Request Form

Jacksonville Sheriff's Office

Request For: Firearms Laboratory (Work Unit) | Investigation & Homeland Security (Division) | Investigations / HS (Dept.)

Requestor: Maysaa C. Farhat (Firearms Laboratory manager) (Name) | 87450 (ID #) | 904-630-8784 (Phone) | 10/12/2023 (Date)

Deliver To Location: N/A

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	1 year warranty for IBIS equipment: BRTX00000852, BRTX00000897,	N/A	1	$ 66,512.00	$ 66,512.00
2	Matchpoint MPP2456, Matchpoint MPP2489, Matchpoint MP2778				
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				TOTAL REQUEST	$ 66,512.00

Suggested Vendor: ForensicTechnology Inc. (Ultra Group) Vendor Phone: 1-888-984-4247

Vendor Address / E-mail: 7975 114th Ave. North, Suite 2500 Largo, FL33773-5028/www.ultra-forensictechnology.com

☑ Proprietary
☐ Sole Source

If Proprietary / Sole Source, attach appropriate form and letter from vendor.

Special funding to be used for this purchase?
☐ Loan Pool / Banking Fund
☐ Grant *
☐ Trust Fund *

* Enter name and # of Grant or Trust Fund

Justification / Repetitive Request Authorization / Notes:

Warranty for IBIS equipment: Forensic Technology is the sole vendor of the IBIS software and system for the DOJ. They are the only representative capable to perform maintenance on BRASSTRAX and Matchpoint Systems and the proprietary IBIS software.

Approvals:

1. Signature | ID # | Date
2. Signature | ID # | Date
3. Signature | ID # | Date
4. Signature | ID # | Date

Required approval level (per Order 410 [Budget]):
$0 to $2,500 - Assistant Chief or higher
$2,501 to $10,000 - Chief or higher
$10,001 or more - Director or higher

Budget Office Use Only Use of P-card approved
Index Subobject
Analyst Date

ULTRA

March 8, 2023

Forensic Technology Inc.
A member of the Ultra Group of companies
7975 114th Ave. North, Suite 2600
Largo, FL 33773-5028
TollFree +1 888 984 4247
www.ultra-forensictechnology.com

Mr. Peter Lardizabal
Firearms Laboratory Manager
Jacksonville Sheriff's Office
501 E Bay Street
Jacksonville, FL 32202

Subject: **Proposal for our SafeGuard Warranty and Protection Plan**
(Our reference S-09929 Rev. 01)

Dear Mr. Lardizabal:

Forensic Technology Inc., a member of the Ultra Group of companies (hereinafter referred to as **Forensic Technology**) is pleased to provide the **Jacksonville Sheriff's Office** (hereinafter referred to as the **Customer**) with this proposal for options of our SafeGuard Warranty and Protection Plan for the equipment listed below. Please refer to the attached document IBIS: SafeGuard Warranty & Protection Plan for the description of our services.

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.

System Component	Serial Number	Installation Date
IBIS® BRASSTRAX Acquisition Station	BRTX00000852	November 2017
IBIS® BRASSTRAX Acquisition Station	BRTX00000897	May 2018
IBIS® MATCHPOINT Analysis Station for Cartridge Cases	MPP2456	November 2017
IBIS® MATCHPOINT Analysis Station for Cartridge Cases	MPP2489	May 2018
IBIS® MATCHPOINT Analysis Station for Cartridge Case	MPP2778	May 2022

1. Pricing Options

In addition to a twelve-month renewal, Forensic Technology is pleased to offer multi-year Safeguard Protection Plan options which yield substantial savings achieved as a result of loyalty discounts and the absence of annual indexation.

1.1 Advanced Payments

The prices below are conditional upon receipt of full payment at the beginning of the contract period.

	Option 1	Option 2	Option 3
Coverage Period	**Twelve (12) Months** November 29, 2023 to November 28, 2024	**Thirty-six (36) Months** November 29, 2023 to November 28, 2026	**Sixty (60) Months** November 29, 2023 to November 28, 2028
Price	$66,512	$208,282	$358,687
Multi-Year Discount	Not Applicable	($14,371)	($52,010)
Total Price (USD)	**$66,512.00**	**$193,911.00**	**$306,677.00**

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All rights reserved

1.2 Annual Payments

The prices below are conditional upon annual payments prior to the start of the service period associated with each year of the contract. To take advantage of the below renewal options, **the Customer's Purchase Order or Binding Contract Agreement must be issued for the Total Price and full Coverage Period listed below** and Forensic Technology will automatically invoice for the Annual Payment amount prior to the start of each year.

	Option 4	**Option 5**	**Option 6**
Coverage Period	**Twenty-four (24) Months** November 29, 2023 to November 28, 2025	**Thirty-six (36) Months** November 29, 2023 to November 28, 2026	**Sixty (60) Months** November 29, 2023 to November 28, 2028
Price	$136,350	$208,282	$358,687
Multi-Year Discount	($3,409)	($10,414)	($35,869)
Total Price (USD)	**$132,941.00**	**$197,868.00**	**$322,818.00**
Annual Payment	**$66,470.50**	**$65,956.00**	**$64,563.60**

NOTES:

1. **The Customer has confirmed exemption from sales tax and provided Forensic Technology with a valid exemption certificate. As such, no sales tax has been added to the pricing above.**
2. **Software upgrades, repairs and/or reactivation fees might apply in case of interruption of SafeGuard services. Please see the Exclusion and Discontinuation of SafeGuard Clauses in the Terms & Conditions section.**

Should you have any questions about this proposal, please do not hesitate to contact the undersigned at number +1 (214) 502-6453 or via e-mail at Diane.Ross@ultra-ft.com. We look forward to your reply.

Sincerely,

Diane Ross

Diane Ross
Solution Services Sales Specialist

Attachments:

- Terms and Conditions
- SafeGuard Warranty and Protection plan for the IBIS components located in Jacksonville, FL USA
- Sole Source Justification

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc., and/or that are exempt from disclosure under the Freedom of Information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

Terms and Conditions

1. 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 **November 28, 2023**.

2. Currency

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

3. Payment Terms

Option	Payment Terms
1, 2, and 3	SafeGuard fees are due at the beginning of the service period, net thirty (30) days from the date of our invoice.
4, 5, and 6	SafeGuard fees will be invoiced on an annual basis, prior to the start of the service period associated with each year of the contract, payable net thirty (30) days from the date of our invoice.

In the event payments are not received in due time, Forensic Technology reserves the right to apply a late payment fee.

The Customer will be entitled to a 1% prompt payment discount if the following conditions are met:

1. The Customer must issue its purchase order for the full value of the selected option at any time prior to the start of the service period:

   and

2. Payment is to be received within twenty (20) days from the date of our invoice, which will be issued upon receipt of purchase order.

The Customer is responsible for issuing its payment using the discounted amount, when appropriate. Forensic Technology will not reimburse the Customer if the discount is not taken at the time of payment.

4. Exclusions

The Customer is responsible for the cost of any repairs required due to the abuse or misuse of the system's software and/or hardware by the Customer. This includes:

- Any damage caused by failure of the Customer to reasonably maintain the hardware and software including, but not limited to, insufficient cooling and inadequate or intermittent power source.
- Any damage caused by the addition of unauthorized hardware components and/or software applications to the system.

In such cases, Forensic Technology reserves the right to void any outstanding warranty or SafeGuard agreement. Furthermore, Forensic Technology does not guarantee that any corrective action taken following system abuse or misuse will assure the integrity of the user data.

5. Discontinuation of SafeGuard

In the event that the Customer opts out of SafeGuard by early termination or does not renew the Plan at the end of the term and if, in the future, the Customer then wishes to reinstate SafeGuard, a reactivation fee will apply. In such cases, in addition to the reactivation fee, the Customer will be responsible for the following:

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc., and/or that are exempt from disclosure under the Freedom of Information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

- All costs related to performing a site assessment (including labor and travel charges).
- All costs for parts that require replacement under the Exclusions clause above, or as a result of failure, lack of maintenance, or non-use.
- All costs related to upgrading the installed technology to the then-current supported hardware and software baseline.

6. 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.

7. Customer-Supplied Communication Lines

The maintenance and furnishing of necessary communication lines, whether within varied network topologies (inter-site communication lines) or other, will be the responsibility and duty of the ATF in the case of IBIS systems connected to NIBIN.

The time for service rendered is directly proportional to the existence and quality of the service communication line installed on-site. Forensic Technology can only provide timely and diligent service (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional service communication lines. Without an optimal service communication line, Forensic Technology will not be able to deliver services effectively.

Forensic Technology is not responsible for non-functional communication lines due to any reason other than a system-related problem. Forensic Technology may have to charge the Customer for any service calls caused by non-compliant communication lines.

8. Duties, Taxes and Fees

Any and all taxes, duties, levies, contributions, dues, value added tax (VAT), fees, charges, or assessments of any nature levied by any governmental authority (other than of Canada, Ireland or Switzerland) or any Customer-appointed intermediate as a result of this proposal relating to service or in connection with any work performed hereunder whether levied against Customer, Forensic Technology or employees of Forensic Technology, shall be for Customer's account and shall be paid directly by Customer to the governmental authority concerned. In the event that Forensic Technology or employees of Forensic Technology are required by law to make payment of any such charges in the first instance, the amount thereof shall be reimbursed by Customer upon presentation of invoices from Forensic Technology.

9. 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 software or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages and the Customer agrees to indemnify and hold Forensic Technology harmless in such events.

10. Termination for Convenience

Upon notice to that effect 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. Such compensation shall be the greater of:

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- any amount due to Forensic Technology based on elapsed time since the start of the contract period; or
- monies paid to Forensic Technology as advance payment against the contract.

Any amount payable to Forensic Technology further to termination shall not exceed the original contract price.

11. 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.

12. 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.

13. 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. We are also committed to ensuring compliance in all our services and underlying processes where we are processing personal data on behalf of our 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. We use personal data solely for contacting individuals in the course of normal business and in our 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.

14. 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.

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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.

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SafeGuard

IBIS Warranty and Protection Plan

This document describes the scope of after-sales support and services offered by Forensic Technology for the **IBIS®** components located in Jacksonville, FL USA (site 353 US), as detailed on page one.

Forensic Technology's SafeGuard plan ensures that a Customer's investment yields exceptional results on a consistent basis by maintaining the IBIS components at an optimal performance standard. The intrinsic value of SafeGuard is its time-resilient protection of the Customer's investment that, in turn, results in the benefits provided by an effective and sustainable crime-fighting solution.

Forensic Technology strives to achieve excellence in delivering Customer Service. Our mission is to provide Customers with first class services that exceed industry standards for quality, security, and Customer satisfaction. To reach this goal, Forensic Technology has become ISO certified, models its support services on Information Technology Infrastructure Library (ITIL) best practices and utilizes customer care activities to allow direct access to the Forensic Technology Support Management Team. Additionally, Forensic Technology sends a Customer Satisfaction survey to users that have contacted the Support Center. This survey is an important tool for assessment of a Customer's experience and helps to establish priorities in Forensic Technology's continuous improvement process.

Services Covered by SafeGuard

The SafeGuard Warranty and Protection Plan related to IBIS equipment includes all of the Services as covered in the following sections.

1. Support Services

Forensic Technology has several support centers around the globe to serve Customers that subscribe to SafeGuard. The support centers provide:

- Customer and technical support via telephone and/or e-mail
- 24/7 telephone hot line with call-back within one (1) hour
- Dedicated toll-free telephone number (if available)
- Internet e-mail address: fti.support@ultra-ft.com
- Support resources at Forensic Technology's Web site: www.ultra-forensictechnology.com

Calls can be placed twenty-four (24) hours a day, seven (7) days a week. If support personnel cannot answer the call immediately, the Customer can leave a voice message and can expect a return call within one hour.

Our first line support personnel are an excellent resource for assistance to operators with system-related questions.

2. Technical Support

Forensic Technology provides technical support to diagnose and resolve problems. Each call or email generates an incident record with a unique number to track all support requests and activities

These support tasks are performed using communication channels provided by both Forensic Technology and the Customer in the following sequence:

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1. **Telephone and emails**: These communication channels work for simple incidents where Forensic Technology can guide the user through the solution that does not require a Support Specialist to connect to the site.
2. **Remote support**: This method is used in the vast majority of cases to ensure a quick incident resolution by using a connection to the Customer site using the Customer provided support communication lines. Remote support has the added benefit that incident resolution can be pursued 24/7 by Forensic Technology support personnel, assisted by product experts and developers if required.
3. **On-site diagnosis visit**: If telephone, email or remote support (please refer to SafeGuard Specific Terms section 7) methods are insufficient to complete the diagnosis and solve the incident, Forensic Technology may dispatch the appropriate resource to the Customer site.
4. **On-site repair visit**: If an on-site repair visit is deemed necessary following the diagnosis, Forensic Technology will send spare parts and dispatch a certified Field Technician to the Customer site. In certain cases, a follow-up visit with spare parts may be required to complete full incident resolution. After the site visit, a Work Order Summary Report, outlining the activities performed by the Field Technician while on-site, will be sent to the Customer.

The time for service rendered is directly proportional to the existence and quality of the support communication line installed on-site. Forensic Technology can only provide timely and diligent service of its products (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional support communication lines.

For each incident, Forensic Technology will provide the Customer with the estimated time required to resolve the incident and keep the Customer apprised of the progress. Whenever possible, a temporary solution will be provided. Forensic Technology is committed to sending replacement parts and/or dispatching a Field Technician in a timely manner.

1.1 Assistance with Custom Report Templates

IBIS includes a set of standard report templates. It also includes the functionality for users to generate their own customized report templates based on a variety of parameters. Should users require guidance beyond their basic training our support specialists will provide expert technical assistance over the phone to help create customized report templates.

2. Proactive Warning Service (PWS)

With the objective of maximizing system availability, Forensic Technology provides a PWS to its Customers by monitoring in real-time critical system properties and collecting configuration data from IBIS components. These services enable the system to provide our support personnel with information on the following system properties and functions:

- Computer:
  - CPU usage
  - Percentage of free disk space
  - Percentage of free memory
  - Uptime
- Database uptime
- Backup success

When one or more of the above items deviates from the normal specification, the PWS will automatically send a message to Forensic Technology's Global Customer Solutions (GCS) team, who will then initiate

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corrective action. PWS provides Forensic Technology with the opportunity to swiftly identify and address computer issues and sometimes even before any impact is perceived by the user.

The use of PWS has no impact on the normal operation of IBIS components.

In all cases, whether to perform software upgrades, troubleshooting, system configuration and/or PWS, Forensic Technology will always first communicate with the Customer to request permission prior to performing any activity on their IBIS components.

NOTE: PWS is not yet available on NIBIN. Once approved by ATF, this service will be enabled on all IBIS systems connected to NIBIN.

3. Replacement of Defective Hardware

Forensic Technology will be responsible for the replacement of defective hardware and any shipping costs. This replacement will be installed by a certified Field Technician. All charges related to the replacement hardware will be paid for by Forensic Technology. Any products or components replaced or repaired will be warranted by Forensic Technology for the balance of the Warranty or SafeGuard period.

NOTES:

1. **Any and all such replacements or repairs necessitated by the fault of the use of power sources supplied by others, or by attack and deterioration under unsuitable environmental conditions, or Customer inappropriate use or negligence, shall be for the account of the Customer. Forensic Technology shall not be obliged to pay any costs or charges including "back charges" incurred by the Customer or any other party except as may be agreed upon in writing in advance by Forensic Technology. The cost of demonstrating the need to diagnose such defects at the Customer site, if required, shall be for the account of the Customer.**
2. **This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the replacement of defective hardware. 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.**

4. Hardware Replacement – Special Circumstances

Forensic Technology strives to minimize down time experienced by Customers. As such, under special circumstances, Forensic Technology's GCS Support Manager may authorize the Customer to replace certain defective hardware/peripheral replacements themselves. These repairs will be coordinated with the Customer's resources and managed by GCS' Support Specialists, requiring the Customer's representative to follow explicit instructions.

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5. Workstation Refresh Program

The Workstation Refresh Program allows all IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, and Quantum 3D Microscope workstations (computer and monitor) covered by a SafeGuard Warranty and Protection Plan for at least seven (7) consecutive years to be refreshed at no additional charge to the Customer. This ensures that the Customer's IBIS and Quantum systems maintain compatibility with new software versions and operating systems, and keep performing optimally.

When eligible, the Customer will be contacted by Forensic Technology's GCS team to plan and schedule workstation refresh activities. To deliver the maximum value of this program, Forensic Technology will evaluate, prioritize and schedule the refresh activities while ensuring minimal downtime and seamless operations. Forensic Technology commits to the supply of spare parts for a period of seven (7) years from the initial installation of the equipment. For IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, and Quantum 3D Microscope products installed for more than seven (7) years, Forensic Technology cannot guarantee its ability to refresh workstations, due to product End of Life or Obsolescence constraints.

6. Preventive Maintenance Visit

Forensic Technology will perform a preventive maintenance visit every twenty-four (24) months to ensure the Forensic Technology products continue to run at optimal performance. During this visit, the Field Technician will inspect, clean, lubricate, adjust the system, as well as perform visual and functional verifications. The Field Technician will also take note of any worn parts that require replacement, either immediately or for a subsequent site visit.

7. Ongoing User Training and Skill Development

Forensic Technology has developed a blended learning approach which enables users to become proficient in the IBIS and Quantum systems by leveraging a suite of online resources, training and events that offer continuous support and assistance.

7.1 e-Learning

Forensic Technology offers a variety of resources on the e-Learning platform to inform users of the most recent developments, best practices, and new products.

All trained users with a SafeGuard agreement have access to a web-based e-Learning platform that hosts training content addressing all aspects of system. This content includes:

- Interactive training modules on individual IBIS acquisition and analysis stations
- How-To videos on specific acquisition and analysis tasks
- User documentation
- Protocol and Best Practice documents
- Recordings of webinars
- Tutorials and Release Notes on new software releases

Additionally, the e-Learning platform gives users the opportunity to contact and engage with Forensic Technology's trainers in the Virtual Classrooms. Prior to Basic User Training, participants will receive an email with their login credentials and a link to the e-Learning platform.

7.2 Virtual Coaching Sessions

As a complement to training, Forensic Technology supports ongoing professional development for users via Virtual Classrooms. These remote coaching sessions with a trainer enable refinement of user skills,

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guidance on leveraging new functions and features, and exposure to new acquisition and analysis techniques. Virtual coaching sessions are delivered using the Customer's existing IBIS infrastructure having remote connectivity with Forensic Technology.

The responsive, dynamic sessions led by Forensic Technology's certified, multilingual trainers either one-to-one or in small groups offer an efficient way to maintain and up level skills to ensure that the Customer continues to achieve optimal performance from their IBIS and Quantum systems.

Virtual coaching sessions are provided for users that have completed Basic User Training and are working regularly with IBIS and Quantum components. This service is available to all users with a SafeGuard agreement, and there is no limit to the number of virtual coaching sessions a Customer can benefit from each year.

Examples of topics covered include:

- Assessment of user's acquisition and analysis technique
- Review of existing data entries
- Explanation of acquisition protocols
- Introduction of new functionalities
- Guidance on available training material

To request a virtual coaching session please contact Forensic Technology's support center.

8. Customer Care Program

To support Customers in achieving optimal system performance, Forensic Technology assigns a dedicated GCS representative who will act as the point of contact for the Customer. This dedicated representative will serve as the liaison between the Customer and the GCS team for all SafeGuard services.

Assistance can be provided with generating system reports, reviewing the Annual Status Report, and addressing questions and concerns. The Customer Care Program focuses on a forward-looking approach to IBIS and Quantum system management, and Customers benefit from proactive recommendations targeted at improving utilization of the IBIS and Quantum systems and identifying opportunities for user skill development.

9. Correction of IBIS Application Errors (Software Bugs)

If the Customer detects and reports an application error (software bug) to our support center, an incident will be created with our Software Development department for evaluation and resolution. The committed turnaround time for a resolution is dependent upon the impact that the application error has on the Customer's operations. Regardless of the turnaround time, the Customer will be provided with a temporary workaround solution to return to normal operation as fast as possible, while a permanent solution is being developed.

For a major problem (one that seriously reduces the performance and normal operation of the system), a hotfix will be implemented on the system as soon as Forensic Technology engineers devise a solution to the problem. For a minor problem (one that does not severely affect the normal operation of the system), the issue will be addressed and a solution will be implemented in a future software release.

10. Software Upgrades

While supported by SafeGuard, the IBIS application software will be upgraded to reflect the new features and functionalities introduced by Forensic Technology. Software upgrades also address the life cycle management of third-party software including database management, and backup software. However,

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Forensic Technology will upgrade the third-party software supplied with the system only if it is deemed essential.

Upgrades of workstation and server operating systems are excluded from the scope of our SafeGuard offering. If the Customer wishes to upgrade their operating systems, Forensic Technology can provide a proposal containing the cost and detailed information about this service.

10.1 Deployment of Software Upgrades

Software upgrades may be released as a service pack update or as part of a major software version release. After receiving approval from the Customer, Forensic Technology will deploy the software upgrades either using a manual remote method or the Automated Software Deployment System. The latter will accelerate deployments and reduce system downtime by:

- Verifying computer hardware requirements
- Uploading software packages in the background and during off-work hours
- Performing automated software upgrades on multiple IBIS workstations simultaneously
- Executing automated software upgrades during off-work hours

Regardless of the deployment method used, software upgrades are deployed using the system's support communication lines. Only sites with the recommended support communication lines and required quality of service can have their software upgraded.

NOTE: For IBIS Systems connected to NIBIN, all software upgrades, service packs and patches must be approved by ATF prior to their deployment and will be deployed according to the NIBIN approved schedule.

10.2 Minor Hardware Upgrades

Prior to the deployment of a software upgrade, Forensic Technology will evaluate the capacity of each system computer and, if necessary, will upgrade the random-access memory (RAM) and/or hard disk drive. These upgrades will ensure that the new IBIS application software continues to run optimally on the computer. The decision to perform a minor hardware upgrade on a given computer is at the sole discretion of Forensic Technology.

NOTE: For IBIS Systems connected to NIBIN, all hardware upgrades required as a result of a mandatory software upgrade by ATF will be for the Customer's account.

10.3 Backward Compatibility

Software upgrades and corrections will provide for backward compatibility with existing data acquired with previous IBIS software versions. Backward compatibility does not apply to the introduction of new products, significantly different technology or between systems operating with different software versions.

10.4 User Documentation

Should a software upgrade require modifications to the documentation, Forensic Technology will amend the user documentation at no extra cost. The documentation is available both on the IBIS workstations and on the e-Learning platform. Additional copies can be made available in PDF format at no extra cost or in printed format at a nominal cost.

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11. Annual Status Report

During the year, Forensic Technology carries out many activities with users and on their system. Forensic Technology tracks all of these activities with its incident management database, which enables Forensic Technology to generate and submit the Annual Status Report to the Customer.

This report documents all activities within the last twelve (12) months and is made available to the Customer in PDF format. The report documents activities related to the Customer's IBIS components: incident management, replacements parts, on-site visits, remote (PWS) and on-site preventive maintenance activities, software upgrades, coaching and new user training, and other events.

12. Travel and Living Expenses

Travel and living expenses of Forensic Technology personnel are for the account of Forensic Technology when they are related to the delivery of services included with the SafeGuard plan.

13. Advanced Security

When a system or network of systems is equipped with the IBIS Advanced Security Package, Forensic Technology performs a series of regularly scheduled services to ensure the system or systems are fully compliant and up-to-date with the security requirements. The IBIS Advanced Security Package may include:

- Centralized User management (IBIS Domain)
- User account management as users are added and/or removed
- Domain controller security policies
- Update of OS security patches (Operating system upgrades are excluded from the Advanced Security Package*)
- Centralized antivirus management
- Vulnerability management, including running scans, reviewing results and writing reports
- Collection and archive of security audit logs

* Please contact your sales representative if an operating system upgrade of the IBIS systems is required. When requested, Forensic Technology can perform an analysis of the needs and existing infrastructure and provide a proposal containing the costs and detailed migration plan.

NOTE: For IBIS Systems connected to NIBIN, account management is centralized and controlled by ATF. All requests for account changes must be approved by ATF prior to implementation.

Optional Services

A quotation can be provided for the following, which are not included in the standard services offered with SafeGuard:

- Training for New Users
- Change to Customer-Supplied Communication Lines
- Customer Requested Data Transfer
- Equipment Relocation
- Replenishment of Consumables
- Hardware Upgrades
- Project Management

Please contact your Sales Representative for additional information.

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NOTE: Under special circumstances, relocation of equipment within the same building may be performed by the Customer under the guidance of Forensic Technology's GCS staff, after authorization by the GCS Manager. This service is offered upon certain conditions, which may include: timing and GCS Field Technician availability, proper communication ability, presence and approval of a technical Customer representative, assurance of new location meeting specifications, and agreement to strictly follow Forensic Technology's procedures and guidance. All related activities are managed by the GCS team involving remote Support Specialists, technicians and others, and must be scheduled and approved at least ten (10) business days in advance by all parties.

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ULTRA

Sole Source Justification

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses several 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.** and its affiliate company **Forensic Technology Inc.** (hereinafter collectively referred to as **Forensic Technology**).

Consequently only Forensic Technology, the exclusive manufacturer of IBIS and Quantum 3D Microscope ™ (Q3M), can provide their proprietary products IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, IBIS Data Concentrator, IBIS Correlation Engine, and Q3M, 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 extensive testing and complies with the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely,

Stacy Stern

Stacy Stern
Vice President Sales and Marketing

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