



**FORENSIC
TECHNOLOGY**



BUDGETARY PROPOSAL

For a

VISIONX COMPARISON MICROSCOPE FOR FIREARMS EXAMINATION

Submitted to the:

**Stockton Police Department
22 East Weber Street
Stockton, CA 95202
USA**

Attention:

Ms. Mardy Beggs

By:

**Ultra Electronics Forensic Technology Inc.
5757 Cavendish Blvd, Suite 200
Montreal, Quebec
Canada H4W 2W8**

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CONTENTS

1	Executive Summary	1
2	Forensic Technology and Projectina	2
3	VisionX Microscope	3
3.1	Features	3
3.2	Key Benefits	3
3.3	Magnification Chart	4
3.4	VisionX Software.....	4
4	Warranty and Associated Services	6
4.1	Support Center.....	6
4.2	Technical Support.....	6
4.3	Replacement of Defective Hardware.....	7
4.4	Proactive Inspection.....	7
4.5	Travel and Living Expenses	7
4.6	Availability Commitment.....	7
4.7	Optional Services.....	7
5	Pricing	9
6	Standard Terms	10
6.2	Installation	11
6.3	On-Site Acceptance	11
6.4	Arbitration.....	11
6.5	Limitation of Liability.....	12
6.6	Termination for Convenience	12
6.7	Force Majeure.....	12
6.8	Software Licenses	12

1 Executive Summary

Ultra Electronics Forensic Technology Inc. (hereinafter referred to as **Forensic Technology**) is pleased to provide the **Stockton Police Department** (hereinafter referred to as the **Customer**) with the following budgetary price quote for our latest generation, state-of-the-art VisionX Comparison Microscope. With an ergonomic design, fully motorized system and unique features, the VisionX sets a new standard in Firearms investigation.

The total price for the provision of one (1) VisionX Comparison Microscopes for Firearms Examination is **US\$85,774**.

This system can also connect to the existing **IBIS®** (Integrated Ballistics Identification System) equipment already installed at the Stockton Department (see note below).

Also included in the above price are the following services:

- On-site installation and start-up by our certified technicians
- On-site training of users
- Two-year warranty covering parts, labor and software upgrades (if applicable)
- Technical hotline, 24 hours a day, 7 days a week
- Travel and living expenses for our installer and instructor
- Shipping charges DDP Customer Premises (Incoterms 2010)

The following sections provide additional details on this budgetary proposal, including product description, conditions of sale, and information on the warranty.

NOTE: The Customer will need permission from ATF to connect the VisionX comparison microscope to NIBIN.

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 Forensic Technology and Projectina

Forensic Technology started its operations in January 1991, when Walsh Automation Inc. formed a division dedicated to increasing the effectiveness of forensic science through the application of automation technology. Today, Forensic Technology employs approximately 200 people worldwide from a variety of disciplines, including engineering, forensic science, information technology, law enforcement and security – all engaged in providing ballistic identification and firearm management solutions with our **IBIS®** (Integrated Ballistics Identification System) portfolio of products.

In 2011, Forensic Technology acquired **Projectina AG**, a world leader in the development and manufacture of forensic science products and high-end optical components for over 60 years. Projectina's offerings cover three broad product categories to complement Forensic Technology's core competencies in ballistics and firearm management: microscopes, document examination and forensic crime scene products. Projectina AG is a wholly-owned subsidiary of Forensic Technology.

In 2014, Forensic Technology and its subsidiaries were acquired by Ultra Electronics Holdings plc (<http://www.ultra-electronics.com>). Ultra Electronics is an internationally successful defense, security, transport and energy company with a long, consistent track record of development and growth. Ultra businesses constantly innovate to create solutions to customer requirements that are different from and better than those of the Group's competitors. The Group has a broad range of distinct market or technology niches within its many businesses. The diversity of niches enables Ultra to contribute to a large number of platforms and programs and provides resilience to the Group's financial performance.

Forensic Technology and Projectina have offices in strategic locations around the world to better serve our international customers. Our offices are located in the following cities:

- **Montreal, Quebec, Canada** (Forensic Technology head office and training center)
- **Heerbrugg, Switzerland** (Projectina head office and training center)
- **Largo, Florida, USA** (customer support and training center)
- **Dublin, Ireland** (customer support center)
- **Pretoria, South Africa** (customer support center)
- **Bangkok, Thailand** (customer support center)

Forensic Technology and Projectina currently partner with hundreds of law enforcement agencies in over **119** countries, providing cost-effective and sustainable solutions. Forensic Technology is customer driven, with a worldwide 24/7 customer support network and dedicated training facilities. Together, Forensic Technology and Projectina offer a vast range of products, tools and services tailored to meet your forensic needs.

3 VisionX Microscope

With exceptional craftsmanship and superior optics, designed with industries best practices and the examiner's workflow in mind, VisionX is more than a comparison microscope – it's a solution dedicated to helping you solve more crime.

Designed for the comparative investigations of traces on fired ammunition and tool marks on evidence, the VISIONX provides an astounding 233 mm (9.1 in) of free working distance.

The VisionX's ergonomic design and user-friendly controls offer examiners a wide range of adjustable preferences allowing them to spend hours investigating evidence while remaining in a comfortable and natural position.

The following sections describe the standard and optional functionalities of the Vision X microscope. Our offer includes a subset of these functions as outlined in Section 5 hereinafter.



Figure 1 – VisionX Comparison Microscope

3.1 Features

- Advanced optical module for clearer simultaneous binocular and video/photo observation
- Industry's first binocular and optical design enabling a vertical adjustment with a constant 30 degree tube axis – consistent ergonomic comfort for any size examiner (based on Carl Zeiss study). Overall frame design focused on clean and uncluttered work area, optimal clearance for evidence placement and handling; accessories, media devices, etc.
- Full image left; full image right; superimposed image; split-image with laterally adjustable dividing line, in width and position
- Motorized: magnification changer, objective changer and optical operating modes,
- Mechanical drive of left and right object holder and accessories
- Power driven height adjustment of up to 146 mm (5.8 inches)
- Optional remote control via VisionX software

3.2 Key Benefits

- Simultaneous motorized magnification range changer, i.e, 1.3x - 243x for true optical (not digital) high-end resolution and detailed viewing performance
- One to one magnification (1.3x) ratio highlighting original replication of objects
- Field-of-view of ø166 mm to ø0.90 mm (ø6.5in to ø0.04in) for optimal Region-of-Interest (ROI) analysis
- Versatile, with a free working distance of a minimum of 95 – 233 mm (3.8 – 9.1 inches)
- Power driven height adjustment of up to 146 mm (5.8 inches)
- Live digital cameras with a range of high resolution options, i.e, 5.0 – 12.5 megapixel

3.3 Magnification Chart

Objective Specification	Magnification with 10x/22 eyepiece	Field of view (mm)	Field of view (inches)	Free working distance (mm)	Free working distance (inches)
0.13x	1.3	166	6.5	233	9.1
	2.3	94	3.7		
	4.2	52	2.0		
0.6x	6.	36	1.4	116	4.5
	11	20	0.75		
	20	11	0.43		
3.2x	32	6.9	0.27	120	4.7
	58	3.8	0.14		
	104	2.1	0.082		
7.5x	75	2.9	0.11	95	3.8
	135	1.6	0.062		
	243	0.9	0.035		

3.4 VisionX Software

This is a comprehensive and sophisticated software package that documents, measures and archives results. It is network-compatible software that facilitates real-time comparisons, measurements, image analysis, image enhancement, documentation, archiving and report generation.

3.4.1 Features

- IBIS tab enabling access to IBIS MATCHPOINT or Hit Viewer application (if installed on computer)
- Image and Case Manager
- Measuring functions: length, parallel, circles, areas, angles, rectangular, and ellipses
- Annotations: arrows, text fields, circles, rectangles
- Fade-in of reference scale, concentric circles and grids
- Mirror function (horizontal and vertical)
- Step-less rotation 0°–360°
- Side-by-side comparison of live and stored images, horizontal and vertical split, adjustable dividing line
- Superimpose live and stored images
- Superimpose transparency, positive/negative
- Complementary colors (red/green)

- Chopper function (alternating image display)
- Magnify window function
- Brightness control, contrast enhancement, chroma adjustment and negative image display
- Noise reduction
- Data base (album)
- Look up tool
- Memory recall positions for X/Y/Z axis
- Remote control functionality for the VisionX comparison microscope

4 Warranty and Associated Services

The proposed solution includes a **two-year warranty** (parts and labor) that commences upon the successful completion of the on-site testing and installation, or three months from the date of shipment, whichever comes first. The services included with the Warranty are described below.

4.1 Support Center

Forensic Technology has an international support center to serve Customers. The support center provides:

- Customer and technical support (help desk) via telephone and/or e-mail
- 24/7 telephone hot line with callback within one hour
- Toll-free telephone number 1-877-558-7298
- Internet e-mail address: fti.support@ultra-ft.com
- Support resources on our Web sites: www.projectina.ch and www.forensictechnology.com/projectina.

Customers can call the Support Center 24 hours a day, 7 days a week. If a help-desk administrator cannot answer the call immediately, the Customer can leave a message and can expect a return call within one hour.

4.2 Technical Support

Forensic Technology provides technical support to diagnose and resolve problems. The support tasks are performed using communication channels provided by both Forensic Technology and the customer in the following sequence:

1. **Telephone calls and e-mails:** These communication channels work for simple incidents where Forensic Technology can guide the user through the solution that does not require an on-site visit.
2. **Returning the defective product to Forensic Technology:** In certain instances at the discretion of Forensic Technology, Forensic Technology will ask the customer to return the defective product or parts thereof to its service center for repair. Forensic Technology will provide the packing material and will bear the costs of shipping the product back and forth.
3. **On-site remedial visit:** This approach involves dispatching a qualified field technician to the Customer site to diagnose and resolve the incident. In some instances, a second visit (with spare parts) may be required to complete the repair.

NOTE: For this type of product and its expected use, Forensic Technology limits the number of on-site remedial visits to two (2) visits per contract year. Additional remedial visits will have to be for the account of the Customer. Forensic Technology can waive this constraint for same-part failures should they be caused by a product defect and not by a user operating procedure.

In all cases, the Customer will be notified on how long it will take to correct the problem and, whenever possible, a temporary solution will be provided.

Spare parts will be sent and/or a support technician dispatched to the customer site in a timely manner.

4.3 Replacement of Defective Hardware

Forensic Technology will replace defective hardware; it will be installed by a certified Forensic Technology field technician. Shipping charges for the replacement hardware will be paid for by Forensic Technology. Any product or component, or part thereof so replaced or repaired, will be warranted by Forensic Technology for the balance of the current Warranty validity period.

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 End User inappropriate use or negligence, shall be for the account of the End User. Forensic Technology shall not be obliged to pay any costs or charges including "back charges" incurred by the End User 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 End User site, if required, shall be for the account of the Customer.

4.4 Proactive Inspection

During the on-site remedial visit and if time permits, the Forensic Technology field technician will perform a proactive inspection of the product to ensure its optimal operation. The field technician will take note of any worn parts that require replacement, either immediately or during a subsequent site visit.

4.5 Travel and Living Expenses

Travel and living expenses of our personnel are covered by Forensic Technology when they are related to the delivery of the services included with the standard warranty.

Travel and living expenses incurred by Forensic Technology in order to provide any extra service requested by the Customer shall be paid directly by the Customer or reimbursed to Forensic Technology at cost plus an administrative fee of 15 percent.

4.6 Availability Commitment

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

4.7 Optional Services

The following services are excluded from the Warranty but can be contracted for separately.

4.7.1 Product Relocation

In the event that the Customer needs to relocate a product to another building or locale, the Customer will need to notify Forensic Technology to receive guidance. Depending on the circumstances, it may be necessary for the Customer to engage the services of Forensic Technology

to complete the relocation. Failure to notify and, if necessary, employ Forensic Technology will automatically void any outstanding warranty.

4.7.2 Repairs Due to Abuse or Misuse

The Customer is responsible for the cost of any repairs required due to the abuse or misuse of the product'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 environmental conditions, and loss of documentation or of supplied media.
- Removal of unauthorized hardware components and/or software applications from the product.

In such cases, Forensic Technology reserves the right to void any outstanding warranty.

Furthermore, Forensic Technology does not guarantee that any corrective action taken following abuse or misuse of the product will assure the integrity of the user data.

4.7.3 Consumables

It is the Customer's responsibility to replenish consumables (batteries, incandescent lamps, light bulbs, fuses, holders, SD cards, etc.) included in the initial purchase of the product. These items can be purchased from Forensic Technology and can be installed by the Customer in accordance with the instruction manual.

4.7.4 Annual Proactive Maintenance and Product Certification

The Customer can contract Forensic Technology to have one of its certified field technicians perform preventive maintenance and product certification.

Preventive maintenance entails inspecting, cleaning, and lubricating the product. The field technician will also verify the product's overall operation and take note of any worn parts that require replacement, either immediately or during a subsequent site visit.

Product certification entails the calibration of the objectives and a verification of the overall functionality.

Before leaving the site, the field technician will complete a Certification Report as well as a Work Order Summary Report (itemizing work done and items to be addressed) and will leave a copy of these reports with the Customer.

The Customer can contract for only the certification. In either case, Forensic Technology will submit a commercial proposal.

5 Pricing

This section delineates our prices.

Description	Unit Price	Qty	Total Price (USD)
VisionX Comparison Microscope, state of the art, ergonomic design, fully motorized system with unique features, sets a new standard in Firearms examination. Consisting of the following items: <ul style="list-style-type: none"> - Comparison bridge with optical center at 450 mm - Magnification range .6x – 104x - 0.6x objective, 3.2x objective ONLY - Apochromatic corrected objectives with Iris diaphragm - Ergonomic binocular tube with 10x/22mm eyepieces - Motorized user setup 	\$58,511	1	\$58,511
<ul style="list-style-type: none"> - Fluorescent illumination - LED ring light & LED spot light illumination 	\$2,149		\$2,149
<ul style="list-style-type: none"> - Accessories: Firearms examination object holders; clamping device for bullets, cartridge holders, brushes, bullet holder set with plasticine, universal three point fixing clamp 	\$5,197		\$5,197
<ul style="list-style-type: none"> - 10.0MPix digital color camera with USB3.0 connection 	\$1,405		\$1,405
<ul style="list-style-type: none"> - Vision X software package 	\$3,657		\$3,657
<ul style="list-style-type: none"> - Computer (Asus i7 technology or better, onboard sound, 8GB RAM, 2GB Graphic Module, 430W Power Supply, Windows 64bit) 	\$2,617	1	\$2,617
<ul style="list-style-type: none"> - 27" TFT monitor 	\$1,648		\$1,648
<ul style="list-style-type: none"> - Motorized, height adjustable working bench 	\$2,878	1	\$2,878
Three (3) days installation and on-site training	\$3,305	1	\$3,305
Two-year warranty	Included		
Shipping and handling charges DDP Customer Premises (Incoterms 2010)	\$4,407	1	\$4,407
TOTAL (US Dollars)			\$85,774

Optional Extended Warranty

Safeguard Extended Warranty & Protection Plan for one (1) year for the microscope above (following the two year warranty period)	\$4,384
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NOTE: All prices are subject to change without notice after the expiration date stated in section 6.1.2.

6 Standard Terms

6.1.1 Currency

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

6.1.2 Offer Validity Period

This offer expires on **November 30, 2016**.

6.1.3 Delivery

The equipment will be shipped between ten (10) to twelve (12) working weeks after receipt of purchase order.

6.1.4 Shipping

The product will be shipped **DDP Customer Premises (Incoterms 2010)**. With the exception of income taxes and extraordinary storage fees, any taxes, duties, and other charges related to customs clearance and importation of the goods are for the account of Forensic Technology.

6.1.5 Payment Terms

Forensic Technology's terms of payment are 100% net 30 days after shipment.

6.1.6 Indemnity

Forensic Technology has no control over the use of its product, or the training or expertise of personnel using the product. Thus, Forensic Technology will not be liable for any personal injury, losses or damages because of the use of its products, and the Customer agrees to indemnify and hold Forensic Technology harmless in such events.

6.1.7 Warranties, Material, Workmanship, and Title

Forensic Technology warrants to the Customer that all products delivered by Forensic Technology shall be new and free from defects in material, workmanship, and title. Additionally, Forensic Technology commits to delivering products that meet or exceed the proposed specifications.

Forensic Technology shall repair or replace defective products or components thereof as quickly as possible and at its expense. Material defects shall not entitle the Customer to repudiate the contract nor request for compensation. Redhibition and abatement are also excluded.

If the product supplied contains defects of title, the Customer shall grant Forensic Technology reasonable period to remedy the defects of title or supply non-defective goods. However, unless otherwise agreed, the Customer shall not be entitled to claim compensation or to repudiate the contract.

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 product.

Forensic Technology accepts no responsibility for damage due to improper use, inadequate maintenance, disregard of operating instructions, subjection to excessive stresses and other causes beyond our control. Furthermore, our liability lapses if the Customer or any other unauthorized third party carries out repairs or modifications without our prior agreement in writing.

In special cases where goods/services are supplied by a third party, which must be mutually agreed to prior to the sale and explicitly documented in the contract, the Customer shall conclude a service contract with the third party. Forensic Technology shall accept liability only to the extent of the warranty provided by the third party.

Forensic Technology shall not be held liable to perform any service under the warranty for material defects while the Customer is in default of fulfilling his contractual obligations.

The place for the performance of work under the warranty is Heerbrugg (political borough of Au, Switzerland).

6.1.8 Property Title and Risk of Loss

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

6.1.9 Duties, Taxes, Fees, Charges and Assessments

With the exception of income taxes and extraordinary storage fees, any taxes, duties, and other charges related to customs clearance and importation of the goods are for the account of Forensic Technology.

6.2 Installation and Training

The installation and training of the product at the Customer-prepared site will be concluded within three (3) working days.

6.3 On-Site Acceptance

Following the successful testing and installation of the product at the Customer site, the warranty shall commence. Acceptance is not to be construed as transfer of title of ownership to the Customer, which is addressed under paragraph 6.1.8 herein.

6.4 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 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.

6.5 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.

6.6 Termination for Convenience

Upon written 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, as follows:

- If the termination notice is received prior to the product 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 product is packed and/or shipped, but prior to installation at the Customer's site, the Customer shall pay Forensic Technology 50% of the value of the contract. In addition, the customer will also reimburse Forensic Technology for the costs of crating and shipping the product 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 product is installed at the Customer's site.

6.7 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. 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.

6.8 Software Licenses

The Customer recognizes that the proposed solution uses software programs, some of which have been purchased by and licensed to Forensic Technology or are embedded into the delivered hardware, hereafter referred to as "third party programs", and some of which are proprietary to Forensic Technology, hereafter referred to as 'Forensic Technology programs'. Within the meaning of this clause, "Program" or "Programs" means any one or all programs delivered with the solution. In the event of a purchase, the Customer is required to accept the transfer of the license agreements and all related terms and conditions of third party and Forensic Technology software programs. The

Customer shall ensure that the terms and conditions of this clause are agreed to and are abided by the Customer.

More specifically, the Customer agrees:

1. that the programs are the exclusive property of Forensic Technology or their respective manufacturers and no ownership title is being granted to the Customer, the End User or any other third party;
2. that the programs are subject to a restricted license whereby their use is restricted to the scope of the application and to its business operations;
3. to prohibit the reverse engineering, disassembly or decompilation of the programs and prohibit duplication of the programs;
4. to disclaim, to the extent permitted by applicable law, Forensic Technology and all other software manufacturer's liability for any damages, whether direct, indirect, incidental or consequential, arising from the use of the programs;
5. that modification of the programs is not permitted.