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HASTINGS, MN

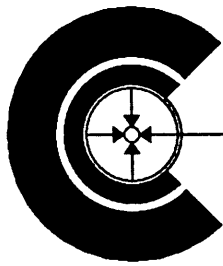
LOS ANGELES-CHICAGO-LOGAN, OH
MCGREGOR, TX-LOCUST GROVE, GA
U.S.A.

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computer center

Marion County/City of Salem

690 ferry st. se, salem, oregon 97301 (503) 588-6351

March 9, 1995

Chief Bob Tardiff
Newberg Police Department
414 E. First Street
Newberg, OR 97132

Dear Chief Tardiff:

This letter is to clarify the purchase process and ownership of video imaging mugshot equipment to be purchased by the Newberg Police Department. While the contract with TFP identifies the Marion/Salem Central Computer Facility as the "owner" of all equipment purchased through this contract, the Data Center acknowledges that this equipment is actually purchased by the Newberg Police Department.

Upon delivery of the equipment shown on the attached order sheet, the Data Center will release to the City of Newberg any and all claims of ownership.

Sincerely,

Kenneth E. Phillips
Director

KP:yo
Attachment

Fax Transmittal Memo 7672

To	From
Company	Company
Location	Location
Fax #	Fax #
Telephone #	Telephone #
Comments	Original Disposition
	☐ Destroy ☐ Return ☐ Call for pickup

Exhibit F

SUN/RAIN PUBLIC SAFETY MUGSHOT VIDEO IMAGING SYSTEM

ORDER FORM - Page Two

RETURN BY DECEMBER 5, 1994 to:

Captain Mike Poth
 Corvallis Police Department
 180 NW 5th Street
 Corvallis OR 97330
 (503) 757-6791 or (503) 757-6925
 Fax - (503) 754-1720

☐ No, our agency will not be ordering any video imaging equipment this fiscal year (July 1994-June 1995)

Jurisdiction/Organization: NEWBERG POLICE DEPARTMENT
 Name: Chief Robert Tardiff
 Street Address: 414 E. 1st.
 City, State and Zip Code: Newberg, Oregon 97132
 Telephone: 503-537-1220

ITEM NUMBER	QUANTITY	PRICE	TOTAL
SECTION A			
CSRSA	1	\$16,212.15	\$16,212.15
SECTION B - PRINTER OPTIONS			
GSHP	1	\$ 635.00	\$ 635.00
Print server software	1	50.00	50.00
SECTION C - OPTIONAL UPGRADES			
TOTAL OF SYSTEM AND UPGRADES - Payable to TFP, Inc.			16,897.15

RAIN refund \$ 1,859 Please note - This rebate will be applied to your quarterly RAIN membership fees.

(\p51\data\videocimg\orderform.smg)

TFP Inc.

110 Frederick Street
Greenville, S.C. 29607
803-232-8632
FAX: 803-370-2824

February 7, 1995

Captain Mike Poth
Corvallis Police Department
180 NW 5th Street
Corvallis, OR 97330

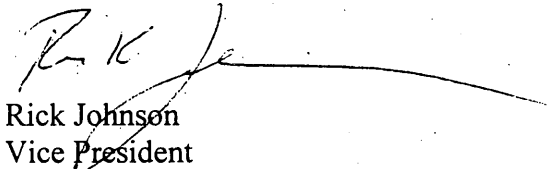
Dear Captain Poth,

Thank you for the trust and confidence you have placed in TFP Inc. We appreciate your business and are looking forward to adding the Corvallis Police Department to our growing list of satisfied customers. We are sure you will be pleased with our products and our service.

Please find enclosed the two signed contracts you requested. Please have the appropriate individual sign the Purchase Contract and the Addendum to the Escrow Agreement on page 12 of each of these documents. It is not necessary to sign the Maintenance Agreement as it is included as a sample of the document we will sign after your warranty period has expired.

Please do not hesitate to call if I can be of any further service to you or your agency.

Sincerely,



Rick Johnson
Vice President

Enclosures

RJ:bh

PURCHASE CONTRACT

BETWEEN: Marion-Salem Central Computer Facility (Purchaser/Owner)

AND: TFP Inc. (Contractor)

EFFECTIVE DATE: February 7, 1995

RECITALS

- A. Contractor is engaged in the business of providing Public Safety Mugshot Video Imaging System to law enforcement and correctional agencies.
- B. The Purchaser desires to engage Contractor to provide the Public Safety Mugshot Video Imaging System described in these contract documents.
- C. The following are attached and incorporated as a part of this contract:

Exhibit A - TFP Software License Agreement
Exhibit B - TFP Escrow Agreement
Exhibit C - TFP Maintenance Agreement
Exhibit D - TFP Inc. System Proposal
Exhibit E - Certificate of Acceptance
Exhibit F - Price List and Customer Order Forms

AGREEMENT

A. DEFINITIONS

1. CONTRACT

"Contract" or "contract documents" shall mean this document along with its exhibits. Should there be a conflict between the documents then this contract takes precedence over the System Proposal and the System Proposal takes precedence over the Request for Proposal. The Maintenance Agreement, the Escrow Agreement, and the Software License Agreements take precedence over all other documents for their specific areas.

2. CONTRACTOR

"Contractor" shall mean TFP Inc., sometimes also referred to herein as the bidder.

3. OWNER

"Owner" shall mean the Purchaser identified as the Marion-Salem Central Computer Facility, an Oregon Intergovernmental Entity created under ORS chapter 190.

4. SYSTEM

"System" shall mean all hardware, software, and support services for the video imaging system provided by the Contractor in accordance with the contract.

5. WORK

The "Work" shall mean system integration, delivery, installation, training, and testing of the System.

B. GENERAL CONDITIONS

1. APPLICABLE LAWS

The provisions of this contract shall be construed in accordance with the laws of Oregon.

2. SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

3. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived modified or deleted except by an instrument, in writing, signed by the parties hereto.

4. FOREIGN CORPORATION

The Contractor shall comply with all registration and reporting requirements of Secretary of State of Oregon, and any other department or agency of the State of Oregon pertaining to foreign corporations.

5. PUBLICITY

Any publicity giving reference to the sale, installation, and/or operation of the System whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be made only with the prior approval of the Owner, provided that the Contractor may refer to the System during its normal course of business.

6. SENSITIVE INFORMATION

Except for information which is already a matter of public record, the Contractor will not publish or otherwise disclose, except to the Owner, any information or data obtained hereunder, whether from private individuals, organizations, or public agencies, in any manner wherein information or data furnished by or about any particular person, agency or establishment can be identified, except with the consent of such person, agency or establishment. The Contractor will instruct its employees to keep such information confidential by using the same care and discretion used with similar information that the Contractor designates as confidential. The Contractor will have an appropriate agreement with its employees to that effect, provided, however, that the foregoing will not apply to information which the Owner has released in writing, or information which at the time of disclosure is in the public domain. The Contractor will exercise due care to choose and manage the Contractor's personnel so that only suitably responsible and disciplined representatives shall perform the Work.

7. PATENT AND COPYRIGHT PROTECTION

The Contractor warrants that the products furnished under this contract do not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party. Required patented, copyrighted, and proprietary matters shall be licensed to the Owner under such terms as are reasonably necessary to protect the Owner.

In the event of a patent or copyright claim by any third party against the Owner, the Owner shall notify the Contractor and the Contractor shall defend such claim, in the Owner's name but at the Contractor's expense, and shall indemnify the Owner against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful. If the Owner reasonably concludes that its interests are not being properly protected, it may enter any action. Further, if principles of governmental or public law are involved, the Owner may participate in the defense of any such action.

If any product furnished hereunder is likely to or does become the subject of a claim of infringement of a United States patent or copyright, then without diminishing the

Contractor's obligation to satisfy any final award, the Contractor shall, at the Owner's option, procure for the Owner the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If neither of the above can be done, or if use of such product by the Owner shall be prevented by permanent injunction, the Contractor shall take back the infringing product and furnish a replacement that substantially matches the performance of the infringing product.

8. NEW EQUIPMENT

The Contractor warrants that all components of the System will be new, not used or reconditioned, and will not be used for any purpose other than that intended or specified. All equipment and supplies delivered to the Owner under this contract shall be free of all liens or encumbrances at the time of delivery and shall remain free of liens or encumbrances created or suffered by the Contractor.

9. REMEDIES

In the event of any material breach of the contract by either party, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such breach, to the breaching party. The breaching party shall have 45 days to cure such breach, or, in the case of a breach that cannot reasonably be cured within 45 days, shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within 45 days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the breaching party fails to cure, commence to cure in timely manner, or diligently prosecute such cure to completion, the aggrieved party shall be entitled to suspend its performance under the contract for as long as the breach remains uncorrected, and avail itself of any and all remedies available at law or in equity.

10. SECURITY

The Contractor shall submit or cause to be submitted biographical information for each person engaged in performing any part of the Work, whether such person is engaged by the Contractor, any subcontractor, or any supplier under the contract. The biographical information shall be reasonably sufficient, in the sole judgement of the Owner, to enable the Owner to perform security background checks on all such persons. The Contractor agrees to bar any person identified by the Owner as a security risk from access to any information pertaining to or arising out of the Work.

The Owner shall disclose in confidence to Contractor the information on which the Owner makes such decision provided such disclosure does not violate applicable state and federal privacy laws.

C. CONTRACT DOCUMENTS

1. COMPLIANCE WITH APPLICABLE LAW

The Contractor will comply with all applicable Federal and State laws, regulations, ordinances, and codes, including all applicable safety, procurement, antitrust, security and like areas.

2. TRANSFER OF CONTRACT

The Contractor shall not transfer or assign any of its rights under the contract to any other party without the full and written consent of the Owner, which shall not withhold except for reasons that the assignee cannot perform Contractor's duties hereunder. The Contractor's responsibility for performance of the contract shall remain, even if the Owner should agree to such transfer or assignment.

3. DISCREPANCIES AND OMISSIONS; INTEGRATION

Should anything which is necessary for a clear understanding of the Work be omitted from the specifications or should it appear that various instructions are in conflict, the Contractor will secure written instructions from the Owner's project director before proceeding with the Work affected by such omissions or discrepancies. It is understood and agreed that the written terms and provisions of the contract documents supersede all verbal communications or agreements between the parties.

D. FEDERAL, STATE, AND LOCAL CONTRACT PROVISIONS

1. TAXES: FEDERAL, STATE, AND LOCAL

The Contractor will be responsible for compliance with all local, state, and federal requirements pertaining to reporting of income or payment of taxes, and shall be solely responsible for paying any taxes coming due as result of its performance of the Work, whether federal, state, or local with the exception of state sales taxes when applicable. Owner shall furnish tax-exemption certificates to the Contractor upon request.

2. FEES, PERMITS, CODES, TAXES

Any and all fees, charges, or taxes required by federal, state or local laws or ordinances payable as a result of performance of the Work by the Contractor hereunder shall be paid by the Contractor provided such fees, charges or taxes are not otherwise Owner's liability as provided for by local or state law or regulation. The Contractor shall comply with all notice and reporting requirements in connection therewith.

All work of the Contractor shall comply with local and other governing ordinances, codes, and regulations, including all OSHA regulations and requirements. This requirement does not relieve the Contractor of the responsibility for complying with all specifications of this contract if the specifications exceed and are not otherwise in conflict with those governing laws or regulations.

No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. If the Owner is subject to state sales tax it is understood the sales tax will be added to the quoted prices when invoiced.

E. RISK OF LOSS OR DAMAGE

During the period the components of the System are in transit and until installed and accepted by the Owner according to the procedure herein, the Contractor shall bear all risk of loss or damage except for loss or damage resulting from negligence of the Owner, or its officers, agents, or employees. After installation and acceptance, all risk of loss or damage shall be borne by the Owner excepts for hidden defects which the Owner could not reasonably have discovered prior to acceptance. Owner's casualty insurance shall insure goods sold hereunder at time of delivery to Owner's facility.

F. SUBCONTRACTORS

Names of proposed subcontractors (both entities and individuals) shall be furnished in writing to the Owner. The selection of subcontractors must be acceptable to the Owner, which acceptance shall not be unreasonably withheld. The Contractor acknowledges the unique, sensitive and confidential nature of the Owner's public purpose and duties, and agrees that initial disapproval of any subcontractor as determined by the Owner for security reasons shall not be deemed unreasonable. If in the Owner's judgement any subcontractor fails to perform the Work in strict accordance with the contract, the Contractor, after due notice from the Owner, will discharge the same, but this discharge will in no way release the Contractor from any obligations and responsibilities under this contract. The Contractor is fully responsible to the Owner for any errors or omissions of its subcontractors(s). Discharge of a subcontractor by Owner shall not be an event of default of Contractor nor subrogate Owner to Contractor to make claims against the subcontractor.

G. LIABILITY; INSURANCE

The Contractor will indemnify, defend and hold the Owner harmless from claims, liabilities, and causes of action for bodily injury to or death of any persons, or for damage to or destruction of property if and to the extent resulting from any and all negligent acts or omissions of the Contractor.

The Contractor agrees to procure and thereafter maintain during the course of the agreement, at the Contractor's expense, a comprehensive general liability and auto policy from a responsible company, naming Owner, its officers, agents, and employees as

additional insureds. Limits of the policy shall not be less than \$500,000 combined single limit. The insurance purchase shall cover all risks rising directly or indirectly out of the Contractor's performance of the Work, subject to normal policy terms and conditions, and shall protect the Owner, its officers, agents, and employees against any such claims of any kind or nature whatsoever. Contractor shall provide a certificate of coverage for the above insurance requirements.

The Contractor shall hold the Owner, its officers, agents, and employees harmless from any and all liability for damages arising out of use of any patented material, equipment, device or process incorporated into or made a part of or required by the manufacturer's specifications to be used on or in connection with the material, equipment, or supplies purchased by the Contractor pursuant to this contract, and the Contractor agrees to defend the Owner, its officers, agents, and employees, at the Contractor's sole expense, in any action or suit for damages or injunctive relief on account of any allegedly unauthorized use of any patented material, equipment, device or process, if the Owner, its officers, agents, or employees are named as a defendant in any such action or suit.

H. WORKERS' COMPENSATION COVERAGE

The Contractor will maintain workers' compensation coverage for all subject workers employed by the Contractor as required by Oregon law. The Contractor will provide the Owner with a Certificate of Worker's Compensation coverage or other reasonably suitable evidence of coverage.

I. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor, customarily engaged in the performance of similar services for other parties. The manner in which the Work is to be performed shall be supervised by the Contractor in accordance with the terms of this agreement; however, the nature of the Work and the results to be achieved shall be specified by the Owner. The Contractor shall not be deemed to be an employee or agent of the Owner and shall have no authority to make any binding commitments or obligations on behalf of the Owner except to the extent expressly provided herein.

J. SOURCE CODE PROTECTION

Source Code Protection will be provided through the Escrow Agreement in Exhibit B. The Escrow Agreement fee is included in the cost of the system for the warranty period and is included in the cost of maintenance in the periods covered by the maintenance agreement.

K. STANDARD OF PERFORMANCE

All equipment shall meet all functional specifications as described in Exhibit D attached hereto.

The Owner's project manager in consultation with Contractor has authority to make the final determination of whether the components of the System meet all specifications and performance standards.

L. INSTALLATION CRITERIA

1. COMPLETION OF INSTALLATION

The installation will be considered complete when the Contractor has successfully tested the System, the Owner's operations personnel have been trained, and the Contractor has determined that the System is substantially error-free, ready for its intended productive use, and has met the Owner's performance requirements specified in section K. Owner shall sign, date and deliver on the date of completion of the testing and training a certificate of acceptance to Contractor acknowledging satisfactory installation has been completed according to Exhibit E attached.

M. PROGRESS OF THE WORK

1. FORCE MAJEURE

Any delays in or failure of performance by the Owner or the Contractor, other than payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the Owner or the Contractor, as the case may be, including but not limited to acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war; rebellion or sabotage or damage resulting therefrom; fires, floods, explosions, accidents; riots or strikes or other concerted acts of workers, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically above named, which are not within the control of the Owner or the Contractor respectively, and which by the exercise of reasonable diligence, the Owner or the Contractor, respectively, is unable to prevent.

2. DELAYED SHIPMENT

The Owner reserves the right to order the Contractor to delay shipment of System components. In the event such a delay is ordered by the Owner in writing, the Owner will pay to the Contractor a reasonable amount of the extra costs incurred by the Contractor, if any, as a result of the delay.

3. DELIVERY AND INSTALLATION

The Contractor shall be responsible for timely delivery of all System components and services, whether or not the Contractor is the manufacturer or producer of such components or services, and will complete the installation in accordance with the

schedule as listed in Contractor's proposal. The Contractor shall be responsible for installation of imaging equipment including the workstation(s), server(s), and software.

Only delivery of the complete System meeting the contract requirements in all material respects will be accepted. If the Contractor fails to complete the Work in accordance with the installation schedule, due to causes within the Contractor's control, the Owner shall be entitled to any remedy or remedies available at law or in equity.

If the Contractor is delayed in completing the Work by any negligent acts of the Owner or others acting under authority of the Owner, or by acts of God which the Contractor could not reasonably have foreseen and provided for, or by any strikes, boycotts, or like obstructive action by employees or labor organizations, or by any general lockouts or other defensive action by employers, whether general or by organizations of employers, the Contractor shall have no claim for damages against the Owner for any such cause or delay, but shall in such cases be entitled to such extension of time as shall reasonably compensate for actual loss of time occasioned thereby, upon application to the Owner for such extension.

No such extension of time shall be granted unless the Contractor shall have notified the Owner, in writing, of the condition or event which is expected to cause a delay in delivery or installation, and the actual or estimated number of days of delay anticipated on account thereof, within one (1) week after the commencement or occurrence of the condition or event. The decision of the Owner as to the number of additional days, if any, to be allowed for completion of delivery or installation on account of such condition or event shall be given to the Contractor in writing.

4. INSTALLATION PLAN

The System shall be installed as provided in the contract documents. The Contractor will furnish to the Owner a detailed design of the System and a completed installation plan within thirty (30) days of execution of this contract.

N. SYSTEM SUPPORT

The Contractor agrees to provide all information reasonably necessary (schematics, diagnostic and maintenance manuals, and instructional diagnostic software, etc.) to support the System. Required patented, copyrighted, and proprietary matters will be licensed to the Owner under the terms of these contract provisions titled "PATENT AND COPYRIGHT PROTECTION," and such other terms as are reasonably necessary to protect the vendor. Parts will be made available at reasonable prices based on cost of production and not on the possible captive nature of the item. The vendor hereby guarantees the availability of long-term product support (continuation of license or rental and continuation of hardware or software maintenance, and availability of parts) for the Imaging System acquired pursuant

to this contract for a minimum period of two (2) years following the date the vendor provides written notification to the Owner that the equipment or software is out of production, or five (5) years from acceptance of the system whichever is later.

Maintenance will be offered on a 24-hour-per-day, seven-day-per-week basis pursuant to a maintenance agreement (Exhibit C) after expiration of the warranty period.

O. PURCHASE PRICE; PAYMENT SCHEDULE

1. PURCHASE PRICE

Owner shall pay the amount listed in the Detailed Equipment List and Pricing Summary in Exhibit F (or addendum to Exhibit F).

2. PAYMENT SCHEDULE

The contract payment schedule will be as follows:

1/3 of the contract price at time of Purchase Order

1/3 of the contract price once the Hardware is delivered and is functioning per hardware specifications.

1/3 of the contract price within 10 days of Owner's acceptance of the system

P. WARRANTY

Warranty of the video imaging system will begin at the completion of installation as defined in paragraph L.1. or when productive use of the system begins whichever comes first.

THE CONTRACTOR WARRANTS THAT IT IS THE PROPRIETOR OF THE SYSTEM INVOLVED, AND THAT IT HAS THE ABSOLUTE RIGHT TO LICENSE THE SYSTEM'S USE AND THAT IT WILL INDEMNIFY AND HOLD HARMLESS THE OWNER SHOULD THERE BE ANY CHALLENGE AS TO THE OWNERSHIP OF THE PRODUCTS. THE USE OF THE SYSTEM WILL BE UNDER THE OWNER'S EXCLUSIVE MANAGEMENT AND CONTROL. THE OWNER AGREES THAT THE CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE OWNER'S FAILURE TO FULFILL ANY OWNER RESPONSIBILITIES. THE CONTRACTOR WARRANTS THAT THE SYSTEM WHEN INSTALLED, AND FOR THE 12 MONTHS FOLLOWING INSTALLATION, WILL BE IN GOOD WORKING ORDER AND WILL CONFORM TO THE CONTRACT'S OFFICIAL PUBLISHED SPECIFICATIONS, THE CONTRACT SPECIFICATIONS AND THE CONTRACTOR'S PROPOSAL.

CONTRACTOR WARRANTS THAT THE SYSTEM, WILL AFTER DATE OF INSTALLATION, UNDER NORMAL USE AND SERVICE, BE FREE FROM DEFECTS, INCLUDING FAILURE OF OPERATION FROM ORDINARY USE, AND FAULTY WORKMANSHIP FOR A MINIMUM OF 12 MONTHS FROM THE DATE OF HARDWARE INSTALLATION (WARRANTY PERIOD"), AND WILL PERFORM

IN CONFORMANCE WITH THE SERVICES WHICH WILL BE DESCRIBED IN THE CONTRACT.

The Contractor warrants that it is the proprietor of the system involved, and that it has the absolute right to license the system's use and that it will indemnify and hold harmless the Owner should there be any challenge as to the ownership of the products. The use of the system will be under the Owner's exclusive management and control. The Owner agrees that the Contractor will not be liable for any damages caused by the Owner's failure to fulfill any Owner responsibilities. The Contractor warrants that the system when installed, and for the 12 months following installation, will be in good working order and will conform to the Contractor's official published specifications, the contract specifications and the Contractor's proposal.

Contractor warrants that the system will, after date of installation, under normal use and service, be free from defects, including failure of operation from ordinary use, and faulty workmanship for a minimum for 12 months from the date of hardware installation ("warranty period"), and will perform in conformance with the services which will be described in the contract.

Owner's exclusive remedy under this warranty is to require Contractor to perform the services described herein and such remedy is conditioned upon Contractor receiving written notice of such defects or faulty workmanship from Owner within the warranty period. Owner shall be entitled to make "moves and changes; (as those terms are commonly used in the data processing industry), so long as such moves and changes are carried out in conformity with the training Owner received from Contractor. No such moves and changes will be deemed to be alterations of products for purposes of the Contractor's warranty hereunder.

In the event that additional equipment is installed, that equipment(s) shall be given a twelve (12) -month warranty period, independent of the warranty period for the system, commencing with the date of installation.

In the event that the Contractor elects to perform field repair on defective equipment of the system and such repaired equipment continues to experience repeated failures, adversely affecting the system, Contractor will, upon Owner's written request, replace such defective equipment rather than continue to perform field repairs.

Contractor shall agree to keep an inventory of all parts necessary to repair and perform routine maintenance on the system for the duration of the warranty period and, in the event a maintenance contract is negotiated between the Owner and the Contractor, for the duration of such contract. For the purpose of this section, repeated failures should be defined as three (3) or more failures of the same part or sub-system within a twelve (12) month period.

Q. NOTICES

Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the parties at the address designated below, such other address as either party may provide to the other by notice given in accordance with this provision.

PURCHASER/OWNER

By: Ken Roudy Bush

Title: Chairman Bd of Directors

Address:

CONTRACTOR

By: RK

Title: VP, Sales

Address:

TFP Inc.
110 Frederick Street
Greenville, SC 29607

Approved as to copy accuracy:
[Signature]
Local Counsel, Marion/Salem
Central Computer Facility

EXHIBIT A

TFP Inc.

INSTANT-PHOTO™/INSTANT-RETRIEVE™

Software License Agreement

LICENSE AND PROTECTION.

1. **License Grant.** TFP Inc. grants to You, and You purchase, subject to the following terms and conditions, a nonexclusive, nontransferable right to use the accompanying copy of Software (in object code form only). Each copy of the software may be used on a single computer (i.e. with a single CPU) solely for your use. You may not reverse engineer, decompile, or disassemble the software, system files, or data files. All rights not specifically granted to You are retained by TFP Inc. and/or its Licensors.
2. **Protection of Software.** You agree to take all reasonable steps to protect the Software and Documentation from unauthorized copying or use. The Software source code represents and embodies trade secrets of TFP Inc. and/or its Licensors. The source code and embodied trade secrets are not licensed to You and any modification, addition, or deletion is strictly prohibited. You agree not to disassemble, decompile, or otherwise reverse engineer the Software or the Files in order to discover the source code, architecture and/or the trade secrets contained in the source code, or the system.
3. **Copies and Adaptations.** You may make or authorize the making of copies or adaptations of the Software provided that any new copy or adaptation is created as an essential step in the utilization of the Software and is used in no other manner, or is for archival purposes only to back-up use of the Software. All proprietary rights notices must be faithfully reproduced and included on all copies and adaptations. You may copy the Documentation for your internal use only.
4. **Ownership.** Ownership of, title to, the Software and Documentation (including any adaptations or copies) shall be held by TFP Inc. and/or its Licensors. Copies are provided to You only to allow You to exercise your rights under the License. Only the License is purchased by You.
5. **Restrictions.** Except as expressly authorized in this Agreement, You agree not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or time share the Software or Documentation.
6. **Transfer of License.** You may transfer this License to another person or entity if You obtain prior written approval of TFP Inc. TFP Inc. will not withhold approval if You advise TFP Inc. in writing of the name and address of the proposed transferee and the transferee agrees to be bound by this Agreement. If TFP Inc. approves the transfer of License, You agree to transfer all copies of the Software and Documentation, including any copies or adaptations you have made.
7. **Term.** This agreement is effective from the date you take delivery of the system, and will remain in force until terminated. You may terminate this License at any time by destroying the Documentation and the Software together with all copies and adaptations. This agreement shall also automatically terminate if You breach any of the terms or conditions of the Agreement. You agree to destroy the original and all adaptations or copies of the Software and Documentation, or to return them to TFP Inc. upon termination of this License.

EXHIBIT B

ESCROW AGREEMENT FOR COMPUTER SOURCE CODE

This agreement ("Agreement") is made as of the 8th day of June, 1992, by and between TFP Inc. ("TFP"), a South Carolina corporation whose address is 33 Villa Road, Suite 304, Greenville, South Carolina, 29615 and BB&T of South Carolina ("Custodian"), a South Carolina corporation located at 301 North Main Street, Greenville, South Carolina 27604.

WHEREAS, TFP has or will enter into a license(s) with one or more end-users ("Licensee(s)") authorizing use of its computer software and other materials; and

WHEREAS, TFP desires to deliver to the Custodian, as a custodian, a machine readable copy of the source code ("Source Code") for the computer software programs known as INSTANT IMAGE and INSTANT RETRIEVE, which consists of the files and directories attached hereto and incorporated herein as Exhibit A and subsequent updates as they may be developed and distributed ("Software"), which TFP desires the Custodian to hold in its possession for delivery to certain Licensees under terms and conditions specified herein; and

WHEREAS, the Custodian desires to act as custodian of the Source Code under the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

1. Deposit by TFP. TFP hereby acknowledges that it has delivered to the Custodian computer software media on which the Source Code is stored ("Source Code Copy") this is (are) a copy of the Source Code. The Custodian hereby acknowledges receipt of the Source Code by its acceptance of it on the sole basis of an acknowledgement by an officer of TFP to the Custodian that the Source Code Copy includes the Source Code. It is understood and agreed that the Custodian has not verified, and has no obligation to verify, that the Source Code Copy includes the Source Code.

2. Registered Licensees. Upon the signing of this Agreement and as appropriate hereafter, TFP will provide Custodian with a list of all Licensees who have access to the Source Code or specific portions or components of the Source Code ("Registered Licensees"), under the terms and conditions herein specified. From time to time TFP may add additional names to such list by notifying the custodian in writing. Upon receipt by the Custodian of notification of the identity of an additional Licensee, such Licensee shall be registered and will be entitled to have exercise all of the rights granted to a Registered Licensee by this Escrow Agreement. Any notification adding a Licensee to the list of Registered Licensees will include the address at which notices may be sent to such Licensee and will be accompanied by an undertaking (signed by the Licensee to be added) agreeing to be bound and comply with the

EXHIBIT B

terms and conditions of this Agreement. Said undertaking shall be in the form of an Addendum to Escrow Agreement for Computer Source Code attached hereto and incorporated herein as Exhibit B.

TFP may from time to time delete names from the list of Registered Licensees. The Custodian will send to each Registered Licensee whose name is being removed from the list of Registered Licensees, notice of such fact. Any Licensee whose name is not on or has been deleted from such list will have no rights under this Agreement.

3. Term of Agreement. This Agreement shall have an initial term of one (1) year. This Agreement may be renewed for additional one-year periods upon receipt by the Custodian of the renewal fee specified in the Custodian Fee Agreement. In the event that the renewal fee is not received on or before the expiration date, the custodian shall so notify TFP and all Registered Licensees. If the fee is not received within the subsequent thirty (30) days, this Agreement shall expire without further notice and without liability to any other party and the Custodian shall immediately return the Source Code Copy to TFP.

4. Duplication; Updates; Changes. The Custodian may duplicate the Source Code Copy by any proper means at its disposal whenever necessary in order to comply with the terms and provisions of this Agreement, provided that the Registered Licensee to whom a copy of the Source Code is to be delivered pursuant to the terms hereof bears the expense of duplication. Alternatively, the Custodian, by written notice to TFP, may request TFP to duplicate the Source Code Copy. TFP agrees to deposit with the Custodian any modifications, updates and new releases related to the Source code as soon as practicable after the modifications, updates and new releases are generally distributed by TFP to Licensees. When TFP delivers an updated copy of the Source code to the Custodian, the Custodian shall return to TFP the previous Source Code Copy it held in custody. The Custodian shall have no obligation to verify that subsequently delivered Source code Copy is in fact a copy of the Source Code or any modification, update, or new release hereof.

5. Delivery of the Custodian to Third Parties.

(a) The Custodian agrees that the Source Code Copy shall be held by it for delivery of a copy or copies thereof to certain Registered Licensees who have contracted separately with TFP, under the terms and conditions hereinafter set forth, but only upon the occurrence of one of the following release conditions:

(i) That TFP notifies the Custodian in writing to effect such delivery by mail to specific Registered Licensees, whether one or more, at a specific address or addresses; or,

(ii) That TFP ceases doing business, and its business is not continued by

EXHIBIT B

virtue of a merger, consolidation, the sale of a majority of its assets, the sale, license or assignment of its proprietary rights in the Software or otherwise, by another corporation or entity; or,

(iii) TFP or its assignee ceases to maintain and otherwise support the Software for Registered Licensees.

(b) In the event that the Custodian is notified by a Registered Licensee of the occurrence of a release condition as defined above and demands delivery of all or part of the Source Code, the Custodian shall so notify TFP and shall provide a copy of the notice from Registered Licensee. If TFP provides contrary instructions, as defined in Article 5(c) below, within ten (10) days of the mailing or other service of the notice to TFP, the Custodian shall not deliver a copy of the Source Code, or any portion thereof, to the Registered Licensee demanding delivery.

(c) "Contrary instructions" for the purposes of this Article means the filing of an affidavit or declaration with the Custodian by TFP, with a copy to Registered Licensee demanding delivery, and stating that a release condition has not occurred, or has been cured. Upon receipt of contrary instructions, the Custodian shall not deliver a copy of the Source Code and will continue to store the Source Code Copy until otherwise directed by TFP, or until resolution of the dispute pursuant to the dispute resolution process defined below.

(d) If no contrary instructions are received, the Custodian will deliver to the Registered Licensee demanding delivery a copy of the Source Code or Source Code component or portion requested upon receipt of the following:

(i) evidence that the Registered Licensee is entitled to the Source Code components requested, including a copy of a valid and existing agreement with TFP and a fully executed copy of the Addendum to Escrow Agreement attached hereto as Exhibit B;

(ii) a demand that a copy of the Source Code Copy be mailed to the Registered Licensee;

(iii) a written undertaking from the Registered Licensee which shall be legally binding that the copy of the Source Code to be supplied to the Registered Licensee will be used only for the Registered Licensee's maintenance of the Software at a specified location and will be promptly returned to the Custodian at the expiration of the period during which the Registered Licensee, under its agreement with TFP, has the right to use the Software, and that the copy of the Source Code transferred and the information contained therein shall be utilized

EXHIBIT B

under the Source code License terms and conditions set forth in Article 7 of this Agreement;

(iv) specific instructions from the Registered Licensee for the delivery of a copy of the Source Code, which delivery shall be by mail; and,

(v) a certified or cashier's check payable to the order of the Custodian in an amount equal to Two Hundred Dollars (\$200.00).

(e) In the event of a dispute between TFP and the Registered Licensee over the occurrence of a release condition, the matter shall be submitted to, and settled by, arbitration held in Greenville, South Carolina pursuant to the Commercial Rules and the procedures of the American Arbitration Association. At the request of TFP, arbitration proceedings shall be conducted in the utmost secrecy; in such case all documents, testimony and records shall be received, heard and maintained by the arbitrators in secrecy under seal, available for inspection only of the parties and their respective attorneys and experts, who shall agree, in advance and in writing, to receive all such information confidentially and to maintain such information in secrecy until such information shall become generally known. In rendering a decision, the arbitrator(s) shall make specific findings of fact and take into account all applicable judicial precedents and industry practice in the computer software industry. The decision of the arbitrator(s) shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in the highest court of any forum, federal or state, having jurisdiction. All costs of the arbitration shall be borne equally by TFP and the party seeking release of the Source Code.

6. The Custodian.

(a) As compensation for the services to be performed by the Custodian hereunder, TFP will pay to the Custodian such initial and annual fees as shall be provided by the terms of a Custodian Fee Agreement, of even date herewith, executed by and between TFP and the Custodian, and incorporated herein by reference.

(b) The Custodian may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to TFP and the Registered Licensees specifying a date when such resignation shall take effect. Upon such notice, a successor Custodian shall be appointed by TFP, such successor Custodian to become Custodian hereunder upon the resignation date specified in such notice. If TFP fails to appoint a successor Custodian within thirty (30) days after such notice, the Custodian shall be entitled to appoint its successor. TFP will have the right at any time to substitute a new Custodian by giving notice thereof, in accordance with Article 6(j), to the Custodian then acting.

EXHIBIT B

(c) The Custodian undertakes to perform such duties as are specifically set forth herein and may conclusively rely, and shall be protected in acting or refraining from acting, on any written notice, instrument, or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so.

(d) The Custodian shall not be liable for any action taken or omitted by it or its officers, agents, attorneys, or employees in good faith and believed by it to be authorized thereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted by it in good faith, and in accordance with the advice of counsel (which counsel may be of the Custodian's own choice), and shall not be liable for any mistake of fact or error of judgement or any acts or omissions of any kind unless caused by willful misconduct or gross negligence.

(e) The Custodian shall not, by reason of its execution of this Agreement, assume any responsibility or liability for any transaction between TFP and any Licensee, other than the performance of its obligations, as Custodian, with respect to the Source Code Copy held by it in accordance with this Agreement. TFP and each Registered Licensee hereby agree to indemnify and hold harmless the Custodian, its officers, agents and employees, against any and all loss, claims, damages, costs and expenses (including attorney's fees) arising out of or resulting from the Custodian's good faith compliance with the terms and obligations set forth in this Agreement; provided that the foregoing provision shall not apply to any loss, claims, damages, costs and expenses arising out of or resulting from the gross negligence or willful and wanton misconduct of the Custodian, its officers, agents or employees; and provided further that each Registered Licensee's obligation to indemnify the Custodian will be limited to losses, claims, damages, costs and expenses sustained or incurred by Custodian and attributable to the actions of such Registered Licensee.

(f) At the time an additional Licensee is added to the list of Registered Licensees, the Custodian will provide such additional Licensee with notification evidencing its registration. At the time TFP deposits enhancements or updates of the Source Code, the Custodian will provide each Licensee a copy of the receipt for such enhanced or updated materials. The Custodian will maintain a current inventory of all materials on deposit.

(g) Only the agents and employees of the Custodian may enter the area in which the Source Code are stored to deposit and remove copies thereof.

(h) All copies of the Source Code to be deposited in or withdrawn from the custody of the Custodian will be picked up or delivered by a representative of TFP or

EXHIBIT B

the Registered Licensee, as applicable.

(i) All deposits and withdrawals of the Source Code will be made during the normal business of the Custodian and the Custodian accepts no liability for costs incurred due to delays resulting from, but not limited to, acts of God, war and civil disturbances.

(j) TFP, with the prior written consent of all Registered Licensees may terminate this Agreement, provided notice of termination is given not more than sixty (60) nor less than thirty (30) days prior to the term of this Agreement.

7. Source Code License. Registered Licensees will not be entitled to access to the Source Code except upon the prior signing of a written undertaking which shall be legally binding and which shall state that the Licensee agrees:

(a) That TFP has retained its copyright and all other proprietary rights with respect to the Source Code and may use, without restriction, the information, techniques, processes, code organization, logic sequences, and methods embodied in the Source Code as it sees fit, including without limitation, selling, assigning or disclosing such information, techniques, processes and methods to a third party;

(b) That such information, techniques, processes, code organization, logic sequences, and methods constitute trade secrets of TFP and that TFP has a copyright with respect thereto; and,

(c) That under no circumstances shall Licensee sell, lease, distribute or otherwise make available or disclose the information, techniques, processes and methods embodied by the Source Code to a third party except as permitted by this Agreement;

(d) That the Licensee shall use the Source Code for such Licensee's own internal purposes only;

(e) That the Licensee recognizes and acknowledges the confidential and proprietary nature of the Source Code and agrees with TFP to maintain the confidentiality thereof;

(f) That the Licensee further agrees with TFP that it will not, so long as the Source Code or any portion thereof remain confidential, allow access to or make any disclosure thereof to anyone other than Licensee's employees and other persons duly authorized by Licensee to have access to the Source Code for Licensee's own use thereof;

EXHIBIT B

(g) That the Licensee agrees with TFP to instruct its employees or other authorized persons having access to the Source Code not to copy, duplicate or otherwise disclose the Source Code to third parties and to effect normal security measures to safeguard the Source Code from access other than as permitted herein;

(h) That the Licensee agrees with TFP that it will not use, make or permit or have made copies of the Source Code, except those copies which are necessary to be used by the licensee. Any copies which are made will contain the same proprietary or copyright notices which appear in the copies of the Source Code furnished to Licensee hereunder.

(i) That the Licensee agrees with TFP that it will not, without the prior written consent of TFP, transmit, directly or indirectly, the Source Code or any portion thereof to any location outside of the United States of America.

It is understood and agreed by all parties to this Agreement that the Custodian has no duty or responsibility to enforce the obligations of the Licensee set forth in this Article 7.

8. Tests. Upon written request to the Custodian and TFP and at the sole expense of such Registered Licensee, each Registered Licensee will have the right, at such Registered Licensee's sole expense, to require TFP to demonstrate that the media on which the Source Code has been imprinted accurately and completely reflect the Source Code licensed to said Registered Licensee, including all updates and enhancements thereof. For the purpose of demonstrating such facts, Custodian will release the Source Code Copy to TFP upon receipt of such a request from a Registered Licensee.

9. Confidentiality. Except as provided in this agreement, the Custodian agrees that it shall not divulge or disclose or otherwise make available to any third person whatsoever, or make any use whatsoever, of the Source Code, without the express prior written consent of TFP.

10. Address. All notices or other communications required or contemplated herein shall be in writing, sent by certified mail, return receipt requested, addressed to a party at the address indicated below or in the list of Registered Licensees or as may be changed from time to time by notice similarly given:

If to TFP:

TFP Inc.
33 Villa Road
Suite 304
Greenville, S.C. 29615
Attention: Mr. Barry B. White

EXHIBIT B

If to the Custodian:

BB&T of South Carolina
301 North Main Street
Greenville, SC 29601
Attention: Ms. Barbara Cambell
Trust Officer

11. Assignment. Except as otherwise provided herein, neither this Agreement nor any rights, liabilities or obligations hereunder may be assigned by any party without the prior written consent of the other parties.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, and to the extent that it may involve any statute of the United States, with the laws of the United States.

13. Entire Agreement. This Agreement, together with any other documents referred to herein, shall constitute the entire agreement of the parties with the respect to the subject matter hereof and no amendment, change, modification or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

14. Miscellaneous. It is expressly agreed by TFP and the Registered Licensees that the Custodian does not guaranty and warrant that the Source Code is suitable for any use or purpose contemplated by TFP and/or the Registered Licensees.

The Custodian warrants to TFP and the Registered Licensees that it will maintain the temperature in the storage facility in Greenville, South Carolina (the "Facility") maintained by the Custodian for the Source Code between 40 degrees and 120 degrees Fahrenheit and will maintain a relative humidity in the Facility between 20% and 80%. Notwithstanding the foregoing, it is expressly agreed by TFP and Registered Licensees that the Custodian shall not be liable to TFP or the Registered Licensees for any destruction or deterioration of the Source Code while in its possession unless such destruction or deterioration of the Source Code prevents a Registered Licensee from obtaining a usable copy of the Source Code pursuant to Article 5.

The Custodian agrees to promptly notify TFP of any failure to maintain the environment in the storage facility within the required temperature and humidity parameters known by it. Following such notification, TFP will promptly inspect the Source Code Copy and replace any damaged or deteriorated Code.

Anything contained in this Agreement to the contrary notwithstanding, it is expressly agreed by TFP and the Registered Licensees that the only duties and functions of the Custodian are to hold the Source Code Copy and deliver and exchange same or portions of same pursuant to the terms and conditions of this Agreement.

EXHIBIT B

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CORPORATION:

TFP Inc.

By: _____

Its: _____

CUSTODIAN:

BB&T OF SOUTH CAROLINA

By: _____

Its: _____

EXHIBIT B

EXHIBIT A

INSTANT IMAGE and INSTANT RETRIEVE DIRECTORIES

**CONTROL
CONTROL/STORE**

EXHIBIT B

EXHIBIT B

ADDENDUM TO ESCROW AGREEMENT FOR COMPUTER SOURCE CODE

This addendum (the "Addendum"), dated as of the 7 day of February, 1995, evidences that

WHEREAS, the undersigned (the "Licensee") has licensed certain computer software (the "Software") from TFP Inc., a South Carolina corporation ("TFP"); and

WHEREAS, Licensee and TFP desire to ensure the availability, upon the occurrence of certain contingencies, of the source code form of the Software developed by TFP and licensed by Licensee; and

WHEREAS, TFP has, pursuant to an Escrow Agreement for Computer Source Code (the "Escrow Agreement"), between TFP and BB&T, a South Carolina corporation (the "Custodian"), deposited with the Custodian copies of the source code, in machine readable form (the "Source Code").

NOW THEREFORE, in consideration of the obligations and covenants set forth herein and in the Escrow agreement, the Licensee and TFP agree as follows:

ARTICLE I

Section 1.1. The Licensee hereby agrees to become a party to the Escrow Agreement, to being added to the list of Registered Licensees referred to in Article 2 of the Escrow Agreement and to be bound by and comply with the terms and conditions of such Agreement, as such items and conditions are applicable to a Licensee.

Section 1.2. the licensee hereby designates the following person and address as the person and address to which all notices to be delivered pursuant to the Escrow Agreement should be directed:

Section 1.3. As and for the rights it receives herein to have Source Code made available pursuant to the terms of the Escrow Agreement, Licensee agrees to pay to TFP a fee. Said fee shall be invoiced to Licensee on an annual basis. Licensee's failure to pay said fee within forty-five (45) days of date of invoice shall terminate all its rights hereunder and under the Escrow Agreement; and, Licensee's name shall be removed from the list of Registered

EXHIBIT B

Licensees.

ARTICLE II

Section 2.1. The addendum will be construed and enforced in accordance with laws of the State of South Carolina, and to the extent that it may involve any statute of the United States, with the laws of the United States.

Section 2.2. No amendment, change, modification or alteration of this Addendum will be valid unless it is in writing and signed by the Licensee and Corporation.

IN WITNESS WHEREOF, the Licensee has executed this Addendum as of the date first set forth above.

LICENSEE:

By: Ken Boyd, Jr.
Its: Grand Chairman

Agreed to and accepted this 7
day of February, 1995.
TFP Inc.
By: [Signature]
Its: Vice President

APPROVED AS TO LEGAL SUFFICIENCY:
[Signature]
LEGAL COUNSEL

EXHIBIT C
TFP INC.
MAINTENANCE AGREEMENT

CUSTOMER: Name _____

TERM: From _____ to _____
7 Days a Week, 24 Hours a Day

HARDWARE: Computer and other Peripherals purchased from TFP Inc. as part of the Mugshot System.

SOFTWARE: *INSTANT-PHOTO™/INSTANT-RETRIEVE™* Network System

AMOUNT: \$0.00

PAYMENT TERMS: Full amount due at commencement of the term.

SERVICES PROVIDED:

1. TFP Inc. will, at no additional expense to the Name, provide next-day delivery of a replacement unit for any piece of equipment that malfunctions due to normal wear and tear. TFP Inc. will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar type service. When these services will not provide next-day service, the Name will decide whether they want next-scheduled delivery service or Counter-to-Counter Airline service. If the Name selects Counter-to-Counter service, then the Name will pick-up the package at the Airline Counter. This equipment will be loaned to your department until the failing unit has been repaired by TFP Inc.
2. TFP Inc. will, at no additional expense to the Name, repair or replace any piece of equipment that malfunctions due to normal wear and tear.
3. TFP Inc. will, at no additional expense to the Name, correct any failures of the *INSTANT-PHOTO™* and *INSTANT-RETRIEVE™* products to meet their specifications.
4. TFP Inc. will, at no additional expense to the Name, provide all enhancements and additions to the *INSTANT-PHOTO™* and *INSTANT-RETRIEVE™* products.
5. TFP Inc. will, at no additional expense to the Name, provide all hardware and software needed to provide remote site support. The Name is responsible for providing the telephone line.
6. If the above procedure does not satisfactorily resolve the problem, at no additional expense to the Name, TFP Inc. will send a qualified technician to your site to correct the problem.

TFP INC.

Name

Name : _____ Name : _____

Sign : _____ Sign : _____

Title : _____ Title : _____

Date : _____ Date : _____

EXHIBIT D
May 20, 1994



TFP Inc.

Technology for Productivity™

INSTANT-IMAGE™/INSTANT RETRIEVE™
Public Safety Mugshot Video Imaging System

System Proposal

For

CITY OF SALEM
Salem, Oregon

RFP #1292

Serving Law Enforcement

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Transmittal Letter

TFP Inc.

110 Frederick Street
Greenville, S.C. 29607
803-232-8632
FAX: 803-370-2824

May 19, 1994

Purchasing Supervisor
CITY OF SALEM
Recorder's Office, Room 205
555 Liberty Street, S.E.
Salem, OR 97301

**Subject: PROPOSAL TO PROVIDE PUBLIC SAFETY MUGSHOT
VIDEO IMAGING SYSTEM - #1292**

Dear Sir:

TFP Inc. is pleased to submit this proposal in response to your Request for Proposal issued by The City of Salem, Oregon Department of General Services Purchasing Division for a Public Safety Mugshot Video Imaging System. This system is defined as video cameras, graphic workstations, image servers, LAN boards, printers and associated equipment, to provide photographic identification equipment and services for the M/SDC and SUN/RAIN agencies. We submit this proposal in a timely manner to comply with your closing date of May 6, 1994, on or before 5:00 pm., local time.

TFP Inc. markets only to Law Enforcement organizations, and is the proven leader in providing photo-imaging systems to that market. TFP Inc. has (1) the largest Law Enforcement customer base, (2) the most experience integrating with existing Booking and Jail Management systems, and (3) the highest-quality, highest-performing, and most functionally-rich system available. Our system fully complies with and exceeds all published and proposed national standards relative to law enforcement photo imaging.

(continued)

Purchasing Supervisor
CITY OF SALEM
May 19, 1994

The proposed system incorporates the newest version of our imaging software, **meets or exceeds** all stated specifications and requirements as defined in your published Request For Proposal, and offers numerous performance and quality enhancements which have been integrated into the current software version. The system has had numerous enhancements integrated into the current version to improve the productivity of detectives. The new data base browse procedure will be a big hit with them. Our proposed system provides the City of Salem with a complete "turn-key" system solution expressly designed to maximize the operational, administrative and investigative effectiveness of your Law Enforcement agencies.

Our proposed system solution provides all system hardware, software, installation, training, documentation and design consultation. The system is backed by an unconditional, comprehensive One-Year Warranty, complete with 24 hour toll-free software and hardware customer support.

Under separate cover we have included our **complete National Customer Reference Directory** for your review. We encourage you to contact all of our current customers to determine their satisfaction level with their TFP Inc. system and TFP Inc.'s customer support. We are extremely proud of our achievements and the excellent reputation we have earned within the law enforcement and correctional community.

I, Barry White, am President of TFP Inc. and will represent TFP Inc. in official matters concerning this proposal, and will enter into any contracts or agreements that may be awarded by the City of Salem as a direct result of this proposal.

TFP can deliver the proposed system within forty-five days upon receipt of your purchase order. The prices quoted are valid for a period of three hundred and sixty-five (365) calendar days from the effective closing date of this proposal, May 20, 1994.

The prices provided for you in this proposal are based on the standard TFP payment terms of 1/3 at purchase order, 1/3 at delivery and 1/3 at system acceptance. We do not specifically take exception to payments terms outlined in the RFP, but have set forth alternative terms under Section 5 Contractual Requirements.

We have identified those pages in our proposal we wish to be kept confidential. We respectfully request the information contained within this proposal remain **CONFIDENTIAL**, if possible.

(continued)

Purchasing Supervisor
CITY OF SALEM
May 19, 1994

We have intended to provide adequate information for you to evaluate our proposed system. We believe we have provided the information you requested in your RFP. However, if we have not provided details that you would like to know, we will gladly discuss the information with you in a confidential meeting.

We, the supplier of goods, material, equipment or services covered by this bid or contract will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex or national origin of such person.

TFP Inc. looks forward to the potential opportunity to serve your law enforcement photo-imaging and fingerprint booking needs. If you have any questions relative to this proposal, or if we may further serve you in any way, please do not hesitate to contact me.

Sincerely,



Barry B. White
President

BBW:co

APPENDIX J

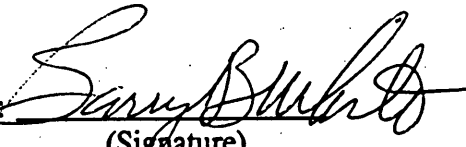
CITY OF SALEM, OREGON

REQUEST FOR PROPOSAL #1292

NON-DISCLOSURE FORM

The pages of this proposal that I have marked "THIS MATERIAL IS TO BE HELD CONFIDENTIAL!" are to be kept confidential to the extent permissible under the law. This data shall not be disclosed outside the City or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the City shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the City's right to use information contained herein if it is obtained from other sources.

This restriction does not apply to cost or price information which must remain public information.

by: 
(Signature)

Barry B. White
(Print or Type Name)

President
(Title)

Date: May 19, 1994

For: TFP Inc.
(Firm Name)

REASONS TO CHOOSE TFP INC.

There are numerous technical and business reasons why you should choose TFP Inc. as the supplier of your Video Booking System. However, no reason is more important than the simple fact that from the day you make the decision, and for every day thereafter, we commit to make you very happy you chose TFP Inc. We can say that with confidence because we have sold/installed photo imaging systems for 78 separate Law Enforcement agencies, and every one of them is happy they chose TFP Inc. to supply their system.

TFP Inc. is the leader in our market. Our company has the largest customer base, the most integration experience, and the highest quality system available. Our system fully complies with **and exceeds** all published and proposed national standards.

There are many other reasons why we feel TFP Inc. is your best choice to meet the goals and objectives for your imaging system. The following are a few key points:

- **Proposed system fully complies with and exceeds the RFP requirements.**
- **Law Enforcement Solutions.** TFP Inc. continues to seek out and provide our customers with the latest, state-of-the-art, comprehensive solutions to all your needs. Today, in addition to our original imaging solution, we can provide our customers with:
 - 1) ***Document Storage and Retrieval*** of standard "paper trail" reports, i.e., traffic reports, arrest and booking reports, incident reports, warrants, etc. This system also scans, stores, and retrieves traditional fingerprint I.D. cards, allowing easy comparison and identification. Since actual fingerprints are captured by this system, you retain the original card, helpful for comparing latent fingerprints, and also print as many copies of the fingerprint cards needed -- all at resolutions comparable to original LiveScan fingerprint cards.
 - 2) ***ID Badges and Armband Generation*** incorporating bar codes for positive, tamper-proof identification of employees, officers, inmates, etc.
 - 3) ***Evidence Tracking***
 - 4) ***Cashless Canteen Systems***
 - 5) ***Live I.D. Fingerprint System*** provides security access into systems, and complete identification at booking, release, visitations, inmate transfers, etc. . . any time it is needed.
 - 6) ***Automated Fingerprint Identification System (AFIS)***, compliant with current national standards.

7) ***Inmate Tracking System***

8) ***In the near future, TFP will announce the availability of *Voice Capture and Playback Capability*.***

We only market to Law Enforcement Agencies, and will continue to present the best solutions to meet your requirements.

- **Timely on-site response time.** We can provide timely on-site service response time, when needed, by technical support team members who are familiar with both your hardware and software. **All maintenance and support will be provided by TFP personnel.** TFP Inc. does not utilize any third-party subcontractors to service or support your system. The same team who designs, customizes and installs your system will provide both your hardware and software technical support, so they already know your system.
- **Around-the-clock 800 Number Dial-in System Support.** You need your system to operate 7 days a week, 24-hours a day, and that is the support service we provide. No recordings, no answering service, no beepers! When you need support and call our toll-free support line, you will always get an immediate response by a member of your TFP support team.
- **Customer Support and Satisfaction.** Please call ALL of our current customers to verify that we do what we say we will, including:
 - 1) Total system customization at no additional cost
 - 2) Unlimited training during the first year
 - 3) 7 days per week/24 hours per day/365 days per year system support
 - 4) On-site service, if required, at no additional cost to the customer
 - 5) Hardware replacement loaner program
 - 6) No third-party sub-contractors for system maintenance and support
 - 7) Warranty on ALL system components
 - 8) Greater than 99.9% system availability
- **Largest Customer Base.** TFP is the market leader and will provide the City of Salem with a statewide network of users utilizing the same system we propose.
- **One-year hardware/software warranty and maintenance period that provides 24 hours per day, 365 days per year coverage, and software upgrades.**
- **Regional Image Sharing.** Proposed system will allow planned access to a West Coast, and eventually nationwide, network of **INSTANT-IMAGE™/INSTANT-RETRIEVE™** systems designed for image sharing over telecommunications. We are already moving forward on a West Coast network to coordinate the implementation of shared images captured on TFP Inc. systems, and are in the process of meeting with our East Coast customers to set up an additional network. In the near future, TFP customers will be able to access all the TFP images captured in the United States!

- **Largest Customer Base for Law Enforcement and Corrections Imaging** with pending orders for several additional systems, which will be announced at the appropriate time.
- **Full Compliance with CAL-PHOTO Standards for law enforcement imaging.**
- **Standard Non-Proprietary IBM Compatible Microcomputer Hardware**
- **Highest Quality Images Available and Fastest System on the Market**
- **Experience (Local and Wide Area Networking, Host Interfacing)**
- **Image Capture Techniques and Software Features not offered by other Vendors**
- **Image-enable existing PC's.** With the addition of only two software modules, any existing PC within your operation can display images captured on our system.
- **Law Enforcement Only Market**
- **System integration options (Document Storage and Retrieval, Jail Tracking, Composite Drawing Kit, Live I.D., AFIS, etc.)**

TFP Inc. has clearly demonstrated we have the technical skills and experience to develop high-performance, high-quality digital imaging systems. As important, we have demonstrated our commitment to expand our product and integrate new technologies as they become available. You can feel comfortable knowing your system will continue to be a state-of-the-art system in the future.

CONFIGURATION OVERVIEW

Our proposed configuration meets the requirements of the RFP. The system is based on TFP's state-of-the-art Application Server/Application Client system. The key components of this system are the **INSTANT-IMAGE** Application Server, the **INSTANT-RETRIEVE** Application server, the **INSTANT-IMAGE** Workstation client, and the **INSTANT-RETRIEVE** Workstation client.

The system provides the capability to later be integrated with other computer systems within your county. The system we have configured can be expanded to support numerous remote applications/client workstations.

The application system, as bid, provides for the future interconnection with TFP-provided photo imaging systems of other law enforcement agencies. The **INSTANT-IMAGE** system that we bid supports numerous methods for consolidating, cloning, and distributing images. The M/SDC and other agencies will have incredible flexibility in designing the future "regional mugshot system".

Some of the key elements of our proposed configuration are listed below.

1. The Display Station contains redundant hardware to serve as an on-site backup for the Applications Server or any of the Capture Stations. Therefore, if a capture computer should fail, the Display station can be used to capture images.
2. Each Capture Station has a local hard disk that will permit the system to capture images, in local mode, without the availability of the Local Area Network, the Wide Area Network (WAN), or the Mainframe. This has proven to be a tremendous feature with our existing customers.
3. Option for Data CLONING. An Application Server can be provided at each remote site location. This Server will maintain a copy of the full data base and the full image base index plus, it will contain the images most likely to be requested by each individual agency. The specific set of images to be stored at an agency can be selected by you to optimize system availability and system response time. Each agency will be able to search the data base, and will have access to their locally stored images without having to go over a WAN. In fact, the agency can continue to search the data base and access the local images even if either the WAN or the central sever is not functioning.

4. The ability to capture two copies of each photo. At capture time, both a full-size and a reduced-size image can be compressed and stored in the central server. If wanted, the reduced-size image could, in real-time, be cloned at each agency. These reduced-size images would be used by the detectives during suspect review and line-up operations. If the detective requests to view or print an image in a size that the reduced-size photo would cause a reduction in image quality, the stem will automatically go to the central server to get the full-size image.

Other agencies within your county could use standard voice-grade telephone lines (non-dedicated) to connect to your system and have very fast image display times. This would enable them to avoid the high cost associated with dedicated, high-speed telephone lines.

5. It is well known that TFP provides the highest quality of images in the industry. There are several reasons for this, one of which is that we capture the mugshots with the camera in portrait mode. Our capture method exceeds the CAL-PHOTO standards.
6. TFP has developed a camera balancing program that permits us to balance the cameras consistently at each of your capture sites. We use this program for balancing the cameras at New York City Transit Police's 14 capture sites. This has provided consistent photographs for them.
7. The capture process has a feature which assures that each image has been successfully written to the Central Server.
8. TFP has simplified the capture process so that an operator is happy with the system and is more likely to pay proper attention to his work.
9. TFP is developing a "Quality Tag" procedure for the capture process. With this procedure activated, once an operator has frozen a picture, but before he saves it, he will be required to confirm a list of characteristics of the photo such as: the person is centered in the photo, the persons eyes are open and looking at the camera, the size of the photo is correct (i.e. the zoom is correct), etc. Once an operator correctly answers the required questions, his signature will appear on the Quality Tag, and he will be permitted to save the image.

Although this is an optional (no cost) procedure, TFP highly recommends that you use it. As a minimum, you should use it for the first few months following installation.

10. Our proposed system provides interactive feedback (immediate real-time feedback) as each search criteria is entered. We are able to provide this interactive feature because of the **sub-second** response associated with the system. Our system provides four fields of statistical data for each search field that is entered into the system. The operator knows exactly how each field influences the total number of "hits".

Without this feature the operator must enter all of the known search criteria before the search actually begins. This method fails to inform the operator how each search field influenced the search or how the total number of hits were determined. This method makes it extremely difficult should the operator need to widen or narrow the search criteria to include or exclude candidates from the "hit" list.

For example, if the operator selects sex of **male**, our system reports the number of males in the database. If the operator then selects race of **white**, the system reports the number of **whites** in the database as well as the number of **white males** in the database. On a Local Area Network, each time the operator selects a search criterion, the system responds with the result in *less than 1 second*.

SITE PREPARATION

There will be no special heat or power requirements necessary to accommodate the imaging workstations hardware. Noise will be minimal, and will not require any sound-proofing insulation or isolation from other adjacent work areas. We strongly recommend that each imaging workstation have an isolated 20 amp circuit.

The City of Salem is responsible for the following tasks.

- Provide a dedicated telephone circuit (voice grade) for remote maintenance support. TFP Inc. will provide the necessary modem.
- Each Capture Station must have a protective work area adequate for this environment.
- Provide Transaction Codes, if needed, to the IBM ES/9000 and a port for the interface.
- Provide TFP with your choices for customizing the system to meet your needs and preferences.

Required Information Proposal

1. Executive Summary

- 1.1 Your RFP for a PHOTO-IMAGING SYSTEM requests a sophisticated, state-of-the-art microcomputer based system that (1) has support for local area networks, wide area networks, distributed data bases (with very high search performance), distributed (and centralized) image bases, and sophisticated image manipulation; (2) is easy to use and therefore requires minimal training, and (3) is very cost effective. In addition, you are seeking a vendor that can supply this system, and also be willing and able to accept the full installation responsibility and continue to be fully responsible for its maintenance.

TFP Inc. understands the Marion/Salem Data Center (M/SDC) provides information for the Salem Police Department (SUN) and a regional consortium of public safety agencies known as RAIN. The City of Salem, on behalf of these entities, is seeking a turn-key solution to mugshot video imaging which will capture, display and print mugshots.

Areas to be addressed by this solution are to include, but not be limited to:

- Mugshots with consistently excellent quality
- Immediate mugshot filing and retrieval
- Quality photo lineups created on-screen in minutes, for viewing or printing
- Complete search capabilities for suspects
- Multiple types of documents can be created incorporating mugshots
- Local mugshots can be shared with other law enforcement agencies linked to system
- Adaptability to future technology

- 1.2 We have proposed our *INSTANT-IMAGE™/INSTANT-RETRIEVE™* Photo-imaging software to provide all requirements as put forth by the M/SDC. Our proposed system consists of TFP-designed software which offers many significant operational, administrative and cost-effective benefits. TFP Inc.'s *INSTANT-IMAGE™* was designed expressly for use by law enforcement and correctional facilities, so booking officers can quickly process each arrestee, and operators can preview every picture before saving and printing, thus assuring uniformly consistent quality during the booking process, as well as for use later in lineups or on-screen investigative viewing.

- 1.3 TFP Inc. is a privately-held company incorporated in 1989, with its corporate headquarters in Greenville, South Carolina. Sales and Support offices located in Dallas, Texas; Buffalo, New York and San Jose, California. In addition, TFP is proud to announce the opening of their European Headquarters, located in Neu-Anspach, Germany. The company, founded in 1988 by President Barry B. White., develops, markets, sells, and fully supports complete "turn-key" computerized video electronic image-based systems for law enforcement and correctional agencies, nationwide.

TFP Inc. has forty (40) full-time employees. The company has enjoyed rather rapid growth in the last three years, that growth is accelerating in 1994, and we believe will continue to accelerate in 1995.

The original versions of **INSTANT-IMAGE** and **INSTANT-RETRIEVE** were developed following two years of extensive research and development testing. We have had tremendous customer response with our system since its inception.

Our first system was delivered to the Mecklenburg County Sheriff's Office, Charlotte, N.C. and became fully operational in September of 1989. The Mecklenburg County Sheriffs' Department serves a county wide population of approximately 500,000 residents. Mecklenburg County was nationally recognized, and received the (N.A.C.O.) National Association of Counties Award for the implementation and use of TFP Inc's., **INSTANT-IMAGE/INSTANT-RETRIEVE SYSTEM**.

Currently, TFP has installed photo imaging systems for 78 separate Law Enforcement agencies.

- 1.4 Our system is designed for quality, flexibility, speed, and upward growth compatibility for the future. By using the open architecture of IBM-compatible micro computers and the TFP Applications Server/Applications Client system, system growth is assured to continue. It is easy to install future additional workstations to the proposed configuration, both locally and remotely. The system will support many standard and sophisticated communication protocols such as 9600 baud standard dial-up, 56 kilobyte, T-1, microwave, fiber-optic, etc.

Disk Storage space capability is almost unlimited. Our network system will permit you to store literally millions of on-line photos at a very cost-effective price. In fact, hard disk prices have dropped approximately thirty (30) percent a year during the past thirty years. Although it is often difficult to predict future trends in any industry, recent and past trends relative to mass-storage media indicate projected future price reductions will continue allowing you to expand at reduced cost.

We also offer a complete set of options such as **Cashless Canteen System, Crime Scene Photography, Document Imaging and Storage, Employee Identification Cards, Evidence Tracking, Jail Tracking, Live ID Fingerprint Capture System, Automated Fingerprint Identification System (AFIS), Armband Generation with barcoding**, etc. TFP Inc. is also in the process of implementing West and East Coast regional image-sharing networks, which, in the near future will be linked together with a third TFP network to provide image-sharing among all TFP customers -- any TFP customer will be able to view **ANY IMAGE** captured on a TFP system, anywhere in the United States!! A complete list of optional equipment, software packages, and associated pricing has been included for your review within the cost proposal section of this proposal. These options may be purchased at the time of your initial order, or may be easily added at a later time.

- 1.5 In addition to the above, it is worth pointing out here that *Technology For Productivity* is our name. Thus any use of technology that will have significant improvement in the productivity of law enforcement personnel will be of keen interest to us.

- 1.6 The first year's software/hardware maintenance is provided at no additional cost and is included in the one-year warranty furnished with the system. For additional Warranty and Maintenance Contract details, please refer to the appropriate section of Cost Proposal section of this proposal.

At TFP Inc., we continually provide our customers with the ability to quickly and cost-effectively add new system product features and enhancements. **INSTANT-IMAGE™** software upgrades are provided at no additional cost as long as a software maintenance contract has been maintained since the system was first installed. Because of the highly modular design of our system, customers may add new features at any time as needs and budget dictate. Your TFP system investment of today, will not become outdated tomorrow.

- 1.7 TFP Inc.'s system offers many unique features and benefits to you. Two extremely important benefits, we feel, are:

- 1) **Regional Image-sharing.** Two centers are to be implemented in the very near future which will provide all TFP clients with the ability to retrieve images and descriptor data on any image captured by a TFP system anywhere in the United States. This ability will dramatically increase our customers' search and match capabilities -- far beyond what just their own system would provide, and, certainly, far beyond even a statewide network. In addition, with TFP establishing a European Headquarters and continually looking to penetrate new international markets, future networks incorporating all these images is exciting and extremely innovative.
- 2) **System Image Cloning Feature.** The **CLONING** of data is a very powerful feature when working with Local Area Networks and Wide Area Networks (Remote Site Processing). Regardless of the number of Capture Stations (remote or local), the system is able to maintain a master database that is identical to as many CLONES of that database as needed. This feature handles the common occurrence of **down** phone lines. For example, if the phone line goes down, the system will be placed in *local mode* at each remote site. All images that are captured at each remote site will be stored on their local hard disk or file server. Once the line has been re-established, all images that were captured at each remote site will be uploaded to the main image file. Once all images are uploaded, the system will update the CLONE database(s) wherever they exist. This feature ensures the customer that images will never be lost, and capture stations will ALWAYS be able to capture images.

2. General Technical Description

Our system offers many cost-effective features and benefits. Our proposed system is the newest generation of TFP-designed imaging software, and is based on a Applications Server/Applications Client architecture. This new version provides extensive improvements in performance and quality, and is a great enhancement on our previous DOS-based systems such as are currently installed at the Lane County Sheriff's Department and the Eugene Department of Safety. Plans have been made to totally update both Lane County and Eugene to this newest version of the software in the near future. Booking officers can quickly process each arrestee. Operators can preview every picture before saving and printing, thus assuring uniformly consistent quality during the booking process, as well as for use later in lineups or on-screen investigative viewing. The system offers full color, and black and white printing from a wide variety of printer output devices, including black & white laser printers, large and small format color video printers, and sophisticated color copiers such as the Canon CLC series printers. All on-screen display and printing formats are custom-configured to your department's needs and requirements. The customization features offered with our software will permit the system to change as your needs change. We recognize the only thing that is constant is change itself, therefore, we have created a system that will permit you to add new database fields "in-house". This feature will become more important to you as you generate new ideas about how you wish to utilize your system, and when other requirements (administrative, operational, procedural, case law, etc.) mandate change and compliance.

The volume of arrests and case loads will make the superior speed advantages our system of particular importance to your department. Slower systems will not provide for rapid retrieval, display and transmission of large image/data files. The access speed of our products is accomplished through our software design, therefore, you will not need to rely on future hardware improvements to increase the productivity of the system. Many competitors choose to rely on hardware to obtain their system speed. We feel this approach is less than ideal, and will ultimately reflect in higher hardware costs incurred by you, the customer.

Since the photos are stored on the computer, the printing of photos can be done as needed, eliminating most, if not all, film costs, and should eliminate all the photos printed "in case someone needs them". Also, since photos can be called up dynamically and in real-time on a video monitor, many current prints can be eliminated. The system will totally eliminate the mug book. Once the operator (based on information from a witness, victim, detective, etc.) enters the physical description of an individual, the system will select and display only the people in the database that meet those specific characteristics. This will improve the effectiveness and accuracy of witnesses, detectives, etc.

The system will protect your department from losing important data in case of a disaster. Images and Data will be backed up onto magnetic tapes or optical disks, then stored off-site at least once per week. If anything ever happened to the system (fire, tornado, etc.), the data and images for this system will be protected.

The system uses the UNIT RECORD approach to photos. UNIT RECORD means take a photo once, then make it available for different uses, by different departments. This is the same characteristic that has caused the vast growth of the data processing industry over the last 50 years.

The system will improve the quality of your photos. Since the operator can view each photo on the monitor before saving it, he knows exactly what each photo looks like. If the photo displayed on the monitor is not acceptable, the operator, at no additional cost, simply retakes the photo.

The system allows you to maintain several different photo and digital databases. For example, you will have a database and imagebase for arrestees booked at the Jail, and may also decide to maintain databases on gangs, juveniles, suspects, crime scene photos, employees, evidence, etc.

The system can generate armbands that contain a color photo, digital data, and bar codes. The Jail Tracking System can then collect and report on the movement of prisoners (the Armband and Jail Tracking software and hardware is priced separately).

The system can produce an export photo that contains your department's badge (arm patch), a color photo, and data about an arrestee. This is used when other law enforcement departments or the press need a picture of someone in your system.

The system can very quickly produce wanted posters with the addition of the Laser printer option (gray-scale printing). It will cost around 2 cents per sheet of paper (standard copy paper).

The system allows all workstations to retrieve and display the photos on the monitor without having to print the photos.

The system can capture existing photos whether they are hard copy, negatives, or slides. The system can zoom in on negatives for detective work. Once the photo has been zoomed, the system can save the image on the computer and/or print the photo on the color video printer (the unit to convert 35mm film and slides is priced separately).

The system can connect to your current booking system that runs on the host computer to prevent duplicate entry of the descriptive data (the cost associated with this option is priced separately).

The system will improve the morale of your staff and improve their pride in the department.

The system will put your department on the leading edge of Photo Technology. You will be a leader in the movement to a nation-wide law-enforcement photo/image base that will provide for the dynamic and real-time interchange of photos between law enforcement organizations.

Data Entry and Database Searches (for photo lineups) are conducted using "quick pick lists". These lists are predetermined values custom-designed by your department. Quick Pick Lists prevent missing a "hit" on a particular attribute due to different abbreviations or misspellings.

- **KEY FEATURE:** Our proposed system provides interactive feedback (immediate real-time feedback) as each search criteria is entered. We are able to provide this interactive feature because of the **sub-second** response associated with the system. Our system provides four fields of statistical data for each search field that is entered into the system. The operator knows exactly how each field influences the total number of "hits". Without this feature the operator must enter all of the known search criteria before the search actually begins. This method fails to inform the operator how each search field influenced the search or how the total number of hits were determined. This method makes it extremely difficult should the operator need to widen or narrow the search criteria to include or exclude candidates from the "hit" list.

For example, if the operator selects sex of **male**, our system reports the number of males in the database. If the operator then selects race of **white**, the system reports the number of **whites** in the database as well as the number of **white males** in the database. Each time the operator selects a search criterion, the system responds with the result in *less than 1 second*.

- Images are captured and retrieved quickly so booking or investigative personnel, who must be productive daily with the technology, will never have to "wait" on the computer system. This speed is obtained on very large databases and network systems as well. The system is so fast we are able to provide interactive searching that reports the number of arrestees meeting entered search criteria as soon as that item is selected. In fact, our system out-performed all our major competitors during actual testing and evaluation independently conducted by a large west coast regional law enforcement agency. TFP Inc. was selected as the vendor of choice following this thorough evaluation process. Upon request, we will be happy to supply you with this performance evaluation data. The access speed of our products is accomplished through our software design, therefore, you will not need to rely on future hardware improvements to increase the productivity of the system.
- You may input and archive any type of investigative photo not originally captured on the system. The possibilities for this application are almost unlimited, i.e., juveniles, crime scene, missing children, export photos (other agencies) etc.
- **INSTANT-IMAGE™** has a utility that will convert a California/Oregon-standard-compliant image into several different formats. A few of the formats supported are TIFF, PCX, GIF, WPG, and BMP. Once converted, the images may be incorporated in reports (i.e. WordPerfect) or used via a FAX machine.
- The system is able to capture images on the capture station should the network system or mainframe computer be unavailable. The system is configured to update the main Applications Server with images captured by the Capture Station(s) while the network and/or Host Computer were unavailable.

3. Detailed Technical Description

3.1 Overview

- A. RESPONSE NOT REQUIRED.
- B. RESPONSE NOT REQUIRED.
- C. RESPONSE NOT REQUIRED.
- D. RESPONSE NOT REQUIRED.
- E. UNDERSTOOD AND FULLY COMPLY. We have included the requested samples under separate cover, as SYSTEM SAMPLES. All display and printing requirements are custom-designed by your department. The system can display and print images in **any** user-defined format. The addition of a new display and print format does not require the assistance of the vendor, therefore, you can design any display and print format to meet the exact requirements for your intended use.
- F. UNDERSTOOD AND FULLY COMPLY. The unique image capture process used by *INSTANT-IMAGE™* produces the highest quality images in the industry. *INSTANT-IMAGE™* exceeds the CAL-PHOTO specifications. We use the camera in portrait mode. **By using the camera in portrait mode, and using a 1-chip camera and a standard Targa 16 capture card, we exceed the CAL-PHOTO standard for the camera, and capture 25% more pixels than is the minimum required by the CAL-PHOTO standard. For the City of Salem, we have proposed the newly-released KY-F55U 3-chip camera and a 16/32 capture board, which will capture 62% more pixels than the minimum set forth for the camera in the CAL-PHOTO Standards.** This method captures superb image quality and saves you money in camera costs and system hardware maintenance.

TFP Inc. *INSTANT-IMAGE™/INSTANT-RETRIEVE™* systems comply with all current national standards, (EXCEEDS CAL-PHOTO STANDARDS) and will comply with all proposed future standards. We are currently monitoring the progress of NCIC 2000 development, and will continue to communicate with the F.B.I. regarding this program. National standards compatibility is an extremely important specification that you should demand when comparing competitive systems.

3.2. Installation Requirements

- A. UNDERSTOOD AND FULLY COMPLY. There will be no special heat or power requirements necessary to accommodate the imaging workstations hardware. We strongly recommend that each imaging workstation have an isolated 20 amp circuit. Each imaging workstation will generate approximately 450 watts of heat. Noise will be minimal, and will not require any sound-proofing insulation or isolation from other adjacent work areas.

We recommend you house the Image Capture Station Equipment in protective cabinetry that will provide adequate ventilation for the computers, and protect the system and employees from uncooperative arrestees and other potential safety hazards normally associated with prisoner intake areas. It should also be ergonomically correct to facilitate employee efficiency and productivity. We will provide any consultation necessary to help satisfy this requirement.

As stipulated in the pre-proposal conference, installation costs for running dedicated phone lines to each site has been obtained. However, without knowing your exact configuration decision, exact costs cannot be included at this time. Following contract award, our installation team can meet with you and determine the number of lines required, as well as their locations. At that time, costs can be calculated. Standard phone line costs, as quoted by U.S. West Telephone Company are:

1 line, unlimited service	\$33.89/month
One-time setup charge	\$31.00/line
Labor costs to wire jack	\$59.00/first 1/2 hour
	6.00/each add'l 15 minutes

- B. UNDERSTOOD. Our Regional Sales Representative, Todd Pastorini, attended the preproposal conference and site visit.
- C. UNDERSTOOD. The equipment can be housed in the areas you specify. It is our preliminary judgement that you will not need to make any special changes to your chosen site facilities. We feel that we cannot accurately determine your specific floor plan requirements based upon one site visit to your facility. We respectfully request to defer judgement in this matter until we have the opportunity to communicate further with you regarding this requirement. We will be happy to share our experience in site preparation with you, as well as to revisit your site to make an accurate assessment of your exact needs. We will also provide you with any consultation you may request relative to furniture or cabinetry needed at the protective work areas.

Your system locations should already have enough proper environmental office climate control to support our system. This is typically supplied through normal air-conditioning and relative humidity control. No additional air-conditioning will be required to cool system equipment.

D. UNDERSTOOD AND FULLY COMPLY. TFP Inc. can deliver the system within forty-five (45) days from the receipt of the order. We estimate the complete installation process will take approximately six weeks. A significant portion of this time will be devoted to site preparation. It is our professional experience that this phase is most critical to the success of this type of project. Although we are constantly installing new systems, our logistical resources will enable us to install your system within the time period specified, and can commit to your proposed start date of August 1, 1994. We have included a tentative project time line. Please note that this time line is tentative and only serves as a draft of the project development. *We will take whatever steps necessary, and appropriate whatever time is required to make sure that your system exactly meets your needs, requirements and satisfaction.*

1. Together we will develop and formulate your specific requirements for the overall project development including site assessment and system customization based on your exact specifications (i.e. printing your documents; the design of your descriptive database; the detailed interface to the IBM mainframe; customization of image display; printing and distribution needs; system security; user logon and system rights, audit tracking, Data Cloning, etc). We will also assess your training objectives, and develop a training plan based on those requirements. (Approx. 7 days)
2. We will configure, build, integrate and test at our facilities, the system to meet your stated requirements. (Approx. 20 days)
3. We will deliver the system to your facilities and begin installation. (Approx. 7 days)
4. We will fully integrate the system at your selected sites. During this step, we will train your systems administrators on all aspects of the system and especially the functions that they will be specifically responsible. We will instruct them how to replace the main component parts of your system should the need ever arise. (Approx. 3 days)

5. We will train your people on the operation of your system. During this time, the units will be fully operational per your specifications and consistent with the goals and objectives of the project. Employees will receive training and extensive "hands-on" experience necessary to achieve **your** operational efficiency and proficiency expectations. A training configuration can be implemented in a training room of your choice. Following the training, the equipment will be installed at the permanent location. (Approx. 7 days)
6. We will provide a follow-up visit to your system location sites. Time spent will include, but not limited to, rebuilding empty image bases and empty data bases. (e. g. erasing all the images and data captured during step 5 above.) (Approx 3 days)
7. We will continue to monitor the system through you, and will make any necessary adjustments or enhancements that may be required.

E. RESPONSE NOT REQUIRED.

F. UNDERSTOOD AND FULLY COMPLY. We suggest you build a protective work area or provide some type of protective cabinetry at locations where the Capture Stations will be located. We will install all workstations, lighting, cameras, camera support equipment and cabling. The capture stations installations should be functionally safe and secure to protect the system and employees from uncooperative arrestees and other potential safety hazards normally associated with prisoner intake areas. It should also be ergonomically correct to facilitate employee efficiency and productivity. We will perform an initial site assessment upon our first visit with you to determine and assist you with your exact requirements. We will provide any consultation necessary to help satisfy this requirement. We do not envision any other special construction or furniture necessary to accommodate our system equipment.

G. RESPONSE NOT REQUIRED.

3.3. Hardware Requirements

A. All cost figures can be found in the Cost Proposal section of this proposal.

B. Camera

We have proposed the JVC KY-F55U Color Video Camera. This newly-introduced camera is small, light (1.1 lb.) and accepts a C-Mount lens. It has extensive automatics included full-time Auto White and Auto Level Control, Electronic Shutter and Variable Scan. We use the camera in portrait mode. **By using the camera in portrait mode, we exceed the CAL-PHOTO standard for the camera, and we also capture 62% more pixels than is the minimum required by the CAL-PHOTO standard.**

Camera specifications are:

1. Charge Coupled Device (CCD) X 3 (Red, Green, Blue [RGB]), three-chip, solid state;
2. Effective pixels: 768(H) x 484(V) NTSC and 752(H) x 582(V) PAL
3. 750-TV-lines horizontal resolution, 576 lines RGBY
4. 50 Hz
5. 12 V DC, AC with adapter
6. complies
7. Optional HZ610MDU Lens Wide Angle Variable with manual zoom and focus
8. Full remote control with optional RM-LP55 or computer control via RS-232C
9. Three-point fluorescent soft-light system, 3500° Kelvin.

TFP's camera-balance system will provide image uniformity. The C type lens mount is compatible with many standard C-mount lenses.

Our capture process includes the reading of the compressed image from the disk, decompressing it, and displaying it on the screen for the operator to approve. This technique guarantees each image has been successfully saved on the storage media (magnetic disk and/or optical disk), and it makes the saved photo the legal copy that the operator has captured. Without this process, the operator is "legally" accepting the uncompressed image.

Our proposal also *includes our recommended lighting system*. It is a "Safety Cool" florescent light box system. The system is safe and economical to operate. It uses color temperature balanced florescent light tubes. The system provides excellent color rendering and uniform illumination. The lighting fixtures are of durable high quality wood construction. A choice of exterior finishes are available. The system provides for a switch/dimmer system, that permits selectable illumination for different subjects.

C. Color Printer

1. We have proposed the **Panasonic AG-EP80** color video printer. Based on our evaluation of 4X5 color video printers currently available on the market, we chose to use the Panasonic Printer based on its reliability and the high quality of photos that it produces. Also, the Panasonic color video paper is a no-curl paper. The Panasonic printer is very easy to use and produces a very high quality photo. The operator selects the number of photos to be printed per sheet of paper.
2. The AG-EP80 utilizes pre-cut sheets of color video paper and an ink cassette. No chemicals are used with this printer. A control status panel informs the operator when the printer is out of paper and when the ink cassette needs to be replaced. Paper is loaded in the paper tray much like loading a copier, with marked side down. The ink cassette is simply slid into the appropriate slot in the machine and locked in place.
3. Each sheet of the Panasonic AG-EP80 4X5 color video paper costs **sixty-two cents** (5% discount if paid within 14 days of order, otherwise net 30), and are ordered in boxes of 100 sheets. The cost of 1,000 prints would be \$620.00. This is a significant cost savings when compared to the price of color video paper that is used by other video printers.
4. For larger color prints, we recommend the **Mitsubishi S3600 8.5"X11" Color Video Printer (with software)** - This printer prints the color photos on high-quality 8.5"X11" color video paper in several user-defined formats. The needed hardware and software for this unit costs \$10,600.00 and \$450.00 for the accessory kit. We have evaluated other less expensive 8.5"X11" color video printers that are available on the market. We chose the Mitsubishi S3600 because of the high quality paper that it uses as well as the high quality photos that it prints. The less expensive printers typically use an impractical type of flimsy paper that wears and fades quickly.

NOTE: We are currently adding support for other color video printers that are available on the market. If there are other color printers that you prefer, we make the commitment to support them with our system. Our system also supports an interface to the Canon line of color copiers. We are also adding support for color deskjet and inkjet printers.

D. Black and White Printer capable of 8" x 11" Prints

1. We propose the latest in laser technology, the **Hewlett Packard Laser IV Black and White Printer**.

2. The proposed printer has this ability.
3. The HP LaserJet IV is extremely easy to use and maintain. A full set of documentation will be provided with each printer.
4. Our proposed system is able to combine video images with user-defined formats to produce high-quality gray-scale photos using a Hewlett Packard LaserJet IV. It will output approximately 1 page per minute printing combined photo & text documents such as Wanted Posters. However, current technological advances are being implemented which should speed up this process in the very near future.

E. System Server

1. See Item 5A.
2. UNDERSTOOD AND FULLY COMPLY. The use of **IBM compatible microcomputers** is the most cost-effective and upwardly-compatible data processing solution for this class of system available anywhere on the world market. IBM compatible microcomputers are the industry standard with a proven track record, and will continue to be the number one selling hardware platform in the future. Many different hardware platforms have been introduced into the market, but none have approached the success and popularity of IBM compatible PC's. Since our products are based on subsystems from the most reliable and cost-competitive segments of the computer and imaging industry, you can be assured that you can continue to enhance your system at the lowest costs and in the most timely manner.
3. UNDERSTOOD AND FULLY COMPLY. Our proposed Applications Server contains thirty-two (32) MegaBytes of Random Access Memory (RAM). The system, as proposed is capable of displaying approximately 18-20 images/second. With the same Applications Software, through configurations, we can provide in excess of 100 images per second.
4. UNDERSTOOD AND FULLY COMPLY. Our proposed system can support around 30 workstations without a degradation in performance. Response time will be dependent on the average frequency of requests being made from workstations. The system can be configured with multiple servers, as needed, to support the future requirement of up to 100 workstations.
5. UNDERSTOOD AND FULLY COMPLY. The system can grow to support an almost unlimited amount of hard disk space which will accommodate literally millions of on-line photos.

6. UNDERSTOOD AND FULLY COMPLY. System administration resides on approximately 30 MegaBytes of hard disk drive space. Our system allows you to select a compression factor that will produce an acceptable photo based on your requirements. Most of our existing customers have selected a compression factor that produces an average photo size of 25K to 30K. It is assumed a digital descriptor record will occupy approximately 200 bytes/record.
7. UNDERSTOOD AND FULLY COMPLY. Our proposed *INSTANT-IMAGE* Server is configured with all components of a normal, working workstation.
8. UNDERSTOOD AND FULLY COMPLY. We have proposed the **Hewlett Packard DeskJet**.
9. UNDERSTOOD AND FULLY COMPLY. Our proposed system utilizes Windows NT on the *INSTANT-IMAGE* Server. Windows NT is the advanced operating system for true client-server computing, designed to make the most of today's powerful machines. It uses the popular Windows graphical environment, provides preemptive multitasking and provides continuous operation through protected subsystems, memory protection and hardware isolation. The Windows NT architecture combines the commonality of like programs, reducing network traffic and providing faster, easier, cleaner and more efficient use your system. Windows NT is scalable, running on a range of Intels, RISC and symmetric multiprocessing systems, plus supports a range of hardware and software choices, running 32-bit applications for Windows NT plus applications for the MS-DOS and Windows operation systems, POSIX and character-based OS2.
10. UNDERSTOOD AND FULLY COMPLY. We have proposed the Tripp Lite MDS 1500 Uninterruptable Power Supply.
11. UNDERSTOOD AND FULLY COMPLY. The hardware and software platforms used by TFP Inc. for the *INSTANT-IMAGE* and *INSTANT-RETRIEVE* products are the most reliable components and subsystems commercially available. You can be certain we have selected the best units available since TFP Inc.'s warranty and maintenance agreements not only commit to repair or replace any failing unit, but also commit to provide, at no additional expense to you, a loaner during the time needed to repair your unit. Obviously, it is in TFP Inc.'s best interest, as well as yours, for us to provide you with the most reliable subsystems available.

The *INSTANT-IMAGE* and *INSTANT-RETRIEVE* products were designed from the beginning for the LAW ENFORCEMENT market, and we knew that system availability would be a most important issue to this market. Therefore, we designed the system to be extremely modular so that individual units could fail without disabling the entire system.

The actual "system availability" is dependent on the specific customer configuration and the customer's requirement and commitment to system availability. We believe all of our customers who have either a network system, or a stand-alone system with an on-site backup have experienced greater than 99% system availability.

Based on the history of our current customers, the system we have proposed to you should provide greater than 99% system availability. For example, our first installation for the Mecklenburg County Sheriff's Department in Charlotte North Carolina has been operational since September of 1989. Their system has been able to capture images 100% of the time since initial installation.

The Image Capture subsystem can dynamically, and in real-time, maintain up to 8 copies of the Master Image Base. These copies can be on the same Server, on different Servers on the same LAN, or can reside on Servers on different LANs at different physical sites interconnected via a WAN.

Each Capture Station has been configured with a local hard disk that will contain a Local Image Catalog of the most recent photos captured by that station. When an image is captured, it is stored in the Local Image Catalog and in the Master Image Base(s). Should the Capture station not have access to the Master Image Base, photo capture can proceed on the local Capture Station. When access to the Master Image Base is reestablished, the Master Image Base is updated with those images captured during the unavailability of the Master Image Base. Normally, the Local Image Catalog is configured to hold at least two weeks worth of images. This should provide ample time for the standard backup procedure to back up the recently captured images stored in the Master Image Base.

The *INSTANT-IMAGE* system can maintain an unlimited number of "CLONE's" of a Master Image Base. These copies can be located at the same or different physical locations. These copies can be maintained current in real-time, or they can be maintained current on a periodic basis, such as once daily in batch mode. This capability permits another agency to maintain a copy of your images at the least possible operational costs. The *INSTANT-IMAGE* catalog system simplifies the backup and recovery tasks and reduces the amount of time it takes to do system backups.

12. UNDERSTOOD AND FULLY COMPLY.

- a. Manufacturer - TFP Inc.
- b. Processor
 - (1) - 486/DX2
 - (2) - INTEL
 - (3) - 66 MegaHertz
- c. 32 MegaBytes on motherboard
- d. 64 kilobytes, upgradable to 256 kilobytes
- e. Supports industry standard IDE and SCSI maximums
- f. One SCSI 2.9 GigaByte Removable hard disks, Hewlett Packard, 10/11 msec
- g. Eight, sixteen bit slots
- h. Dos 5.01
- i. One parallel, two serial
- j.
 - (1) - 14 inch
 - (2) - Samsung 3N-VGA
 - (3) - 800 X 600
 - (4) - .28mm
 - (5) - support both

F. Optical/Magnetic Disk Storage

1. UNDERSTOOD AND FULLY COMPLY. We recommend you store all photo and digital data on magnetic hard disks. We have proposed a 2.9 GigaByte Magnetic Hard Disk Drive, to be located on the Applications/File Server. This will allow for on-line storage of approximately 130,000 images.

Hard disks are much more reliable, much faster, and are considerably less expensive for your on-line storage requirements. The mean time between failure (MTBF) for the hard disk drives that we have proposed is 300,000 hours. This represents 44 plus years of operational utility. Optical disks have a nominal MTBF range of 8,000 to 10,000 hours. This reliability difference is extremely important to you when you consider that this type of system must be operational 24 hours per day, 365 days per year. Optical disks are not well-suited for operation in non-clean environments such as jails or correctional facility booking areas. Unlike hard disks, optical disks are not hermetically sealed at the factory and will be continually exposed to foreign contaminants which over time may render them non-operational. Typical non-clean operating environments will experience contamination problems such as dirt, dust, and human related contamination related to physically handling the optical disks.

A hard-disk-implemented system can grow to store millions of on-line photos at a very affordable price. In fact, over the last twenty years, hard disk prices have dropped around 30% a year.

The response time to retrieve and display each photo will be less than one second for all image ratio's listed above. **NOTE:** the price per image below includes the disk space needed for our programs. When additional space is added, the price per photo will drop.

Our system allows you to select a compression factor that will produce an acceptable photo based on your requirements. Most of our existing customers have selected a compression factor that produces an average photo size of 25K to 30k.

Exact image file sizes are largely dependant on the person captured in the stored image. For example, different colors, amount of hair and the type of clothing will effect the final compressed image size. We recommend a compression factor that will yield an extremely good print for both large and small prints. This will generate a very good quality photo for both small and large size prints.

2. We recommend that you use 1.0 GigaByte hard disk drives for your additional on-line storage needs. Please note that hard disk prices have dropped around 30 percent a year, therefore, you can almost be assured that your projected future cost will be lower at the time when you actually need to purchase the additional disk drive space. In addition to a price reduction, future disk drive technology will offer faster disk drive performance coupled with even greater reliability. The following table details the number of on-line photos that can be stored on each additional 1.0 GigaByte drive.

<u>Compressed File Size</u>	<u>On-line photos</u>
20K	47,000
22K	43,500
24K	39,700
30K	31,700

3. **UNDERSTOOD AND FULLY COMPLY.** As stated in F.1 above, we recommend all images and digital data be stored on magnetic hard disk drives.

4. UNDERSTOOD AND FULLY COMPLY.

- (a) Manufacturer - Seagate
- (b) Capacity - 2.9 GigaByte
- (c) Access Speed -
- (d) Number of Drives - 1
- (e) Type of I/O Controller - SCSI
- (f) 300,000

G. Back Up & Recovery

COMMENT: To describe our specific backup strategy would reveal more about the architecture of our system than we care to do in a document that may be available to our competitors. We will try to adequately answer your questions, but will be glad to go into complete detail during a confidential meeting with you. The backup and recovery procedures are highly configurable based on your specific needs and strategies.

- 1. Our proposed configuration contains a 2 GigaByte DAT tape backup drive. Backup and recovery are functions of the Windows NT platform.
- 2. Our backup strategy does not recommend that you backup the entire system at any one time. However, if you chose to backup 50,000 images at one time, it would take about 2 hours.

NOTE: The image capture stations can be set up so that they can continue to capture images during the backup.

- 3. We have a strategy to follow in case you loose an entire disk, and a different strategy if you loose one or more files.
- 4. Only magnetic hard disk drive storage has been proposed.
- 5. The system can be configured so that image capture can continue during systems backup. Depending on the way you configure the system, individual departments can continue to do Suspect Reviews, Lineups, etc. during system backup.
- 6. The backup/recovery procedures address this issue. See above note identified as 3.G

H. Capture/Display Station

1. The system has this ability. Our system retrieves and displays both digital data and photo data over a local area network in **one second**. For example, we have demonstrated this capability on a imagebase that contained 1,000,000 on-line photos. It takes around **one second** to retrieve and display the digital and photo data on a 1,000,000 record database. Access speed is extremely important when considering the future needs of your department and the transferring of photos with other law enforcement organizations.
2. The system has this ability. We typically configure all fields in the database to be indexed. Our system supports two types of indexing. The first method provides sub-second response times. The second method is typically used on character fields such as name and address. We recently ran this test with a database that had approximately 65,000 digital database records. Our system responded with the results in an average of ten (10) seconds using the second indexing method, with a full database search of all 65,000 records response in approximately forty-five (45) seconds.. A very small percentage of the database uses the second indexing method. Upon completion of the database search, each image was displayed in one second.
3. The system has this ability. Our system displays the photos on the **Mitsubishi Diamond Scan 15" Color Monitor**. This monitor displays 1024 x 768 lines of resolution.
4. The system has this ability. The live image is displayed on the screen in real time.
5. The system has this ability. Our proposed camera has an automatic white balance and automatic iris. As conditions change, the camera will automatically adjust for brightness and contrast. During the installation we will train the system administrators how to operate this feature.
6. We do not permit the operator to do this, nor do we recommend letting each operator make these kinds of adjustments. These kinds of adjustments are normally required of less expensive, lower quality, composite-based systems. You will not need this with our system. However, if you insist on this capability, we will provide it to you at no additional costs.
7. The system has this ability. We will provide you with a program to export an image into a TIFF file and other popular formats.

8. a. The system has this ability. We have proposed the **Targa 16/32 image digitizer**.
8. b. The system has this ability. We are compatible with ANSI X3L2.8.
8. c. The system has this ability. Our system compresses each image in half of a second using the JPEG standard. We had the capability to compress and store each image in under a second over two and a half years ago.
9. The system has this ability. The Windows NT/Windows for Workgroups is a true multi-tasking environment and can provide background printing.
10. The system has this ability. The proposed system contains a **Power Protector Plus Full Protection EMI/RMI/Surge/Modem 125 VAC protector** on each workstation. In the OPTIONS section of the Cost Proposal, we have included costs to place a **TRIPP LITE UPS system** on each workstation.
11. a. Manufacturer - TFP Inc.
- b. Processor
 - (1) - 486/DX
 - (2) - INTEL
 - (3) - 33 MegaHertz
- c. 8 MegaBytes standard, increased to 32 MegaBytes on motherboard
- d. 64 kilobytes, upgradable to 256 kilobytes
- e. Supports industry standard IDE and SCSI maximums, our proposed system uses external hard disks.
- f. Support industry standard IDE and SCSI maximums
- g. Eight, sixteen bit slots
- h. Dos 5.01
- i. One parallel, two serial
- j. Digitizer Board
 - (1) - Targa 16/32
 - (2) - TrueVision
 - (3) - Not Applicable
- k. Compression/Decompression Board
 - (1) - C Cube
 - (2) - New Media Graphics
 - (3) - Not Applicable
- l. Monitor
 - (1) - 15 inch
 - (2) - Mitsubishi Diamond Scan
 - (3) - Up to 1024X768
 - (4) - ATI
- m. 3 ½ diskette, 1.44 M. (1) Teac (2) Not Applicable

I. Display-only Station

1. The system has this ability. Our system displays images on the Mitsubishi Diamond Scan 15" Color Monitor. This monitor displays up to 1024 x 768 lines of resolution.
2.
 - a. Manufacturer - TFP Inc.
 - b. Processor
 - (1) - 486/DX
 - (2) - INTEL
 - (3) - 33 MegaHertz
 - c. 486/DX, INTEL, 33 MegaHertz
 - d. 8 MegaBytes standard, increased to 32 MegaBytes on motherboard
 - e. 64 kilobytes, upgradable to 256 kilobytes
 - f. Supports industry standard IDE and SCSI maximums, our proposed system uses external hard disks.
 - g. Support industry standard IDE and SCSI maximums
 - h. Eight, sixteen bit slots
 - i. Dos 5.01
 - j. One parallel, two serial
 - k. Compression/Decompression Board
 - (1) - C Cube
 - (2) - New Media Graphics
 - (3) - Not Applicable
 - l. Monitor
 - (1) - 15 inch
 - (2) - Mitsubishi Diamond Scan
 - (3) - Up to 1024X768
 - (4) - ATI
 - m. 3 ½ diskette, 1.44 M.
 - (1) - Teac
 - (2) - Not Applicable
3. Power Protector Plus Full Protection EMI/RMI/Surge/Modem 125 VAC protector
4. The difference between a Capture Station and a Display station is the color video camera and the equipment associated with taking a photo (lights, tripod, 18% gray backdrop, etc.) Other than the ability to capture a photo, both stations can perform all functions of *INSTANT-IMAGE* and *INSTANT-RETRIEVE*. In fact, the Display Station that we have proposed serves as a backup to the Capture Stations in the rare case of a computer failure.

- J. The system has this ability. The camera that we have proposed has a macro lens that will permit the capture of your existing hard copy photos. A lighted copy stand is included to vertically mount the camera for this purpose.

4. Software Requirements

A. Photo Capture & Maintenance

1. The system has this ability. The *INSTANT-RETRIEVE™* system is a database management system that lets the customer define all the database fields. **ALL** descriptive database fields are indexed.
2. Response not required.
3. Fully-customized system means you, the client, design the database and the fields according to **YOUR** requirements. **KEY FEATURE:** The customer can add/delete/change specific fields in the database as needed, without the interaction of the vendor. The database management system provides for rapid searches based on a single field, or any combination of fields (for lineups and suspect reviews). The customer is able to order or arrange how fields are displayed/entered, and changes can be made to the database even after records have been inserted into the system.

This feature will become more important to you as you formulate new ideas about how you wish to utilize your system, as well as when other requirements (administrative, operational, procedural, case law etc.) mandate change and compliance. We will train your system administrator or other designated personnel to perform these desired changes quickly and without additional cost or downtime, without ever leaving your department.

4. Our Data Base Management System was custom-designed and developed by TFP specifically for imaging applications. A commercial DBMS package can not offer the proven speed, customization advantages and support for millions of on-line photos like that of *INSTANT-RETRIEVE*.
5. Our proposed interface to the RAIN/SUN system is explained, as directed, under 5 B.
6. The system has this ability. All display and print formats will be custom designed to meet your exact requirements. They are configured to combine text, photos, colors, barcodes, etc.. side by side.

7. The system has this ability. Our Image Catalog System is creatively designed so you may store many types of images associated with a given database record. It was also designed so various types of scanned documents, fingerprints, evidence, etc. could be inputted to the system and/or stored along with your mug photos. Our system keeps one set of attribute data with each image (1:1). If you capture more than one image for each arrest, the system will generate one set of attribute data and index it to both images (e.g., front and profile mugshot).

B. Suspect Identification

1. Query data base.

- a. The system has this ability. The system supports AND (ALL) and OR (ANY) logic. For example, using ALL logic, in order for an arrestee in the database to be counted as a match for the selected field, they must meet ALL criteria selected by the operator. Using ANY logic, to be counted as a match, they must meet ANY of the selected criteria entered by the operator.
- b. The system has this ability. For example when searching the database for names that begin with a J the operator specifies J*.
- c. The system has this ability.
- d. The system has this ability. The database search operates in an interactive fashion by informing the operator of the number of "hits" for each addition to the selection criteria as well as the total number of "hits" for all selection criteria. For example, if the operator selects sex of **male**, the systems reports the number of males in the database. Then the operator selects race of **white**, the system reports the number of **whites** in the database as well as the number of **white males** in the database. Each time the operator selects a search criteria, the system responds with the result in *less than 1 second*. This speed is obtained on very large databases and network systems.

The system is able to remove a selection (i.e. delete a previously selected description of an individual). For example, the operator selected hair color of brown but really wanted hair color of gray. The operator can remove the hair color of brown and select hair color of gray without having to start over. The removal of a selection is performed in less than two seconds.

- e. The system has this ability. Interactive searching provides instant feedback on who matches each search criteria that is entered.
 - f. The system has this ability. The displaying and printing of photos is fully customized based on your specific requirements. You are able to design a display format that the operator can select prior to displaying the photos. In other words, we can display and print any number of pictures that you want. The system comes with several predetermined formats (1, 2, 6, 9, 16, and 25). If you have other display requirements, we will design the format upon your request. Note: no programming is done to create a new display type and any display type that you require immediately or in the future is included in our proposed price. Also, our system can display the photos in landscape or portrait orientation.
 - g. The system has this ability. The current system supports forward and backward scrolling through a case history of selected image. The system also supports an image zoom feature.
 - h. The system has this ability.
 - i. The system has this ability.
 - j. The system has this ability. The system maintains an Inquiry Database (i.e., keeps track of descriptive data entered by detectives, witnesses, victims, etc., for the generation of lineups and suspect reviews). Query specifications are recorded so a particular set of fields and qualifying data can be reused or recalled based on a case number or other unique identifier. This significantly increases the productivity of detectives and investigators, and makes possible the use of very sophisticated search criteria.
- 2. The system has this ability. A single option determines the type of printed photo and/or digital data.
 - 3. The system counts all images as a separate hit. Each time an individual occurs within the database is counted as a "hit". With the use of a Function Key, the system can be instructed to delete all duplicates of an individual, effectively reducing the numbers of one individual's occurrence in a search to one.

C. Photo Line-up

1. The system can, at no additional expense, be configured to display and print any array of photos of any size (within the constraints of the printer being used).
2. The system has this ability. The photo lineup capabilities are the same as that described in the above section regarding suspect identification.
3. The system has this ability. Suspects can be replaced at the operators discretion.
4. The system has the ability to re-display a previously defined line-up , as well as the ability to generate a specified report to qualify all of the images included in the selected line-up.
5. The system has this ability. There are two modes of operation. The system can automatically display the next photo in a computer selected screen position, or the operator can select the exact photo and display location.
6. The system has this ability.
7. The system has this ability. Once an image has been captured and saved into the system, the operator cannot alter the image. This is a legal consideration or requirement in many states.
8. The system has this ability. A single option determines the type of printed photo and/or digital data.
9. The system has this ability. This is part of the system customization process.

D. Print Various Documents

1. The system has this ability. The system administrator can design forms that contain text, image, and selected data from the data base. When designing the forms, you have full control on the size and position of the image and the size and font of the digital data.
 - a. Once the format has been designed and implemented, the operator simply selects the print option and the customized wanted poster is printed. We have included an example of a wanted poster.

In addition, you can create documents with any document preparation system, and feed them through the printer a second time for us to add any additional text, image, and data. There is no additional cost for this.

- b. The system has this ability. The system administrator can design the formats with the selected data. In addition, photos without data can be printed.
 - c. The system has this capability. Our I.D. card software permits you to custom design your employee I.D. cards. You can determine the size of the photo, font sizes, digital data that is displayed on the card, colors, backgrounds, etc.. The price for this has been included in the optional costs section. We have installed a system for the New York City Police Department that produces all of their Employee and Vendor badges. Several other customers are preparing their badges with our system.
 - d. The system has this capability. The Hillsborough County Sheriff's Office in Tampa, Florida, and the Santa Barbara Sheriff's Office in Santa Barbara, California are each preparing armbands with color photos with our system. The Santa Clara Department of Corrections in Santa Clara, California is preparing armbands with grayscale photos and barcodes on them. With our jail tracking system, *INSTANT-TRACK*, you can query on the exact location of all prisoners and generate numerous inquiries and reports. The price for this feature is included in the Options section of the Cost Proposal.
- 2. This function is included in the price of the system.
 - 3. The system has this ability. Our system currently maintains the information needed to recreate the badge, id, or bracelet. There will be no additional costs for this feature.
 - 4. The system has this ability. The system administrator can design forms that contain text, image and selected data from the data base. In addition, you can create documents with any document preparation system, and feed them through the printer a second time for us to add any additional text, image and data.
 - 5. We have included all requested samples under separate cover.

E. Produce User-defined Reports

- 1-9 UNDERSTOOD AND COMPLY, with the exception of item 6, number of records that have been combined.

F. Provide Security

1. The system has this ability. The system supports the Windows Security Environment, which is password-driven.
2. The system has this ability.
3. The system has this ability. The system has a record for each arrest. You determine the fields that will be in this record. One of the fields will be the Booking Number. You will have full capabilities to change this field. In addition, through the host interface program, you can give us changes to make to all records with a given Booking Number. This also includes the ability to change all records with a given Booking Number to a difference ID number (Combine function).
4. The system has this ability. Sealing of records will be restricted to the system administrator.
5. The system has this capability. When a record is expunged, we remove all of the data from the data base, and overwrite the image in the image base. In addition, we write a record into the expunge database, which can be used to expunge records from files that are restored as part of a disaster recovery.
6. The system has this capability. The system administrator can make changes from any imaging workstation.
7. The system has this capability. Each agency can have one or more image bases and data bases that can be unique to them.

For example, in Mecklenburg County, North Carolina there is an ARRESTEE image base and data base that has information about all booked persons. These photos are all captured and the descriptive data is all entered by the Sheriff's department. The Sheriff's office and the Charlotte Police Department both have access to this information.

The Charlotte Police Department has a NON-ARRESTEE image base and data base into which they capture all photos and enter all data. The Sheriff's department does not have access to this information. In addition, the inquiry data base that contains all of the Charlotte Police Department's data base inquiry information is not available to the Sheriff's Office.

The Personnel Department of the Charlotte Police Department has an EMPLOYEE image base and data base into which they capture all employee photos and enter all data. This information is only available to a very select set of people.

G. Provide Purge Capability

1. The system has this ability.
2. The system has this ability.

H. Provide Composite Kit

The system has this ability. Our current software release allows for image modification and manipulation. In addition, we offer a set of utilities that will extract an image and place it into a .TGA targa file format, which can be exported, manipulated and imported back into our system. For security reasons, you may want to put all of the modified images into a NON-ARRESTED (Suspects) image base.

5. Network Requirements

A. Three current customers with similar systems are listed below.

Customer Name: Santa Clara Department of Corrections
Address: 180 West Hedding Street
San Jose, California 95110
Contact Person: Mr. Bill James (408) 299-3197
(Director of R&D/MIS)
Type of System: Wide Area Network with 56KB and 9600 Baud Remote Processing

Customer Name: Hillsborough County Sheriff's Department
Address: 1201 Orient Road
Tampa, Florida 33619
Contact Person: Lieutenant Craig Hill (813) 247-8822
J.R. Kennedy (Data Operations) (813) 247-8285
Type of System: Wide Area Network with two 56KB Remote and UNISYS Mainframe Interface

Customer Name: Lane County Sheriff's Department
Address: 125 East 8th Avenue
Eugene, OR 97401
Contact Person: Ms. Dara Boush (503) 687-4003
Type of System: Wide Area Network with IBM 3090 Interface, 56KB, Fiber Optic

- B. We have developed a number of host and mainframe computer interfaces. We have implemented interfaces to the IBM 3090 using 3270 emulation. The system supports 3270 SAA offered by Novell. The Mecklenburg County Sheriff's Department IBM 3090 custom interface application has been in operation for over three years. We have developed interfaces to NCR and UNISYS machines, AS/400, and IBM System 36, with plans to support several other minis and mainframes.

TFP Instant-Image\IBM 3270 Installations.

1. Charlotte N.C. Metro Police Department.
2. Mecklenburg County Sheriff's Department
3. Santa Barbara County CA Sheriff's Department
4. Santa Clara County CA Department of Corrections
5. Lane County OR Sheriff's Department
6. Thurston County WA Sheriff's Department
7. New York Transit Police Department
8. New York City Police Department
9. Fresno Police Department
10. Merced County Sheriff's Department
11. Santa Cruz County Sheriff's Department
12. Peoria County Sheriff's Department
13. Topeka Police Department
14. Salt Lake County Sheriff's Department
15. Prince George's County Department of Corrections
16. Greenville County Justice Support Department

Under separate cover, we have provided a complete customer reference list for your review. Please note, as you review our customer references, that all of our references are law enforcement agencies or correctional facilities. TFP Inc. does not actively pursue any other sector of the marketplace. **The Law Enforcement market is our only market.** All of our corporate resources, including product research and development, customer service and support etc., are dedicated to properly serving law enforcement. This philosophy allows us to work at being the best in our industry, and permits us to be more sensitive to the operational needs of the law enforcement community.

- B. TFP Inc., through our *INSTANT-LINK* software, will provide a transparent interface with the SUN/RAIN's system housed on the IBM ES/9000 mainframe. We will custom-design the host interface program to meet your specific requirements. We will be able to send the host data to the imaging system before, during, or after image capture. All costs associated with the host interface program is included in the options section of the proposal.

The interface will operate on the Server. Below are a few ways that the interface supports at this time. Whether they can all be used by you will depend on your host support for the interface. Basically, the choice is yours.

1. The workstation can, at operator command, ask the interface to interrogate the host computer and retrieve the data associated with a particular arrest record. The speed of this operation is mostly dependent on the response time of the host. The workstation will then insert the retrieved information into the appropriate fields on the monitor of the workstation. If the system maintains additional fields that are not entered on the mainframe, the operator will enter them at this time by using our data selection approach which is extremely fast and remains consistent among many different operators.
2. The mainframe can in batch mode generate a file that contains a set of data for a range of arrest records. This file would be passed to the interface program. The interface program will then update the appropriate record(s) in the descriptive database located on the TFP system.
3. The operator can "hot-key" using terminal emulation mode between the two systems. This option provides many ways of implementing the host connection.
4. With the addition of a Dedicated Communication Server (see options section), the mainframe can send unsolicited messages that contain arrest data to the interface. The interface will then update the appropriate record(s) in the descriptive database located on the TFP system. The process is transparent to the operator capturing the mugshot image. They simply capture the mugshot, and the digital data is automatically downloaded and linked to the appropriate image located on the photo imaging network. Depending on the mainframe system design, this could provide an up to date and synchronized data base.

INSTANT-RETRIEVE permits the customer to select by database field whether the data can be keyboard entered, from an external source, or entered from both. Most customers do not allow the operator(s) to change the data fields that are down-loaded from the host computer (lock the field). This provides data integrity for both systems. Any changes in these fields would need to be made to the Host computer data base.

TFP Inc. will provide all of the customized software that runs on the TFP system that is needed to communicate with the host computer. Your department(s) is responsible for providing the Transaction Codes on the Host computer needed to interface the two systems.

VENDOR PREFERENCE: We prefer you automatically send a transaction to our Communications Server each time a booking number (or a unique event number) record has one of its fields (that also exist in the Imaging System) changed, and when a record is created. This would ensure the systems stay in synchronization. Further, we would like to get a batch file periodically (say monthly, or quarterly) that would have all of the data we would need from the host (IBM ES/9000) database to synchronize with the imaging database. (This would correct for any problems that might initially slip through the interactive system.) In addition, we would prefer that fields downloaded from the host database not be keyboard-modifiable on our data base. Any changes in these fields would need to be made to the host database, which would automatically update the imaging database.

- C. Our proposed system is Windows NT-based and features support for client/server symmetric multiprocessing, security, as well as the familiar windows interface. The proposed solution incorporates Windows for Workgroups on the workstations. With *INSTANT-LINK*, advanced program-to-program communications are possible, allowing for custom interfaces to existing host applications. Standard 3270 emulation support allows you, without any changes, to simply plug the workstation into your existing 3270 port, and immediately enjoy the benefits of the new workstation with continued access to your host applications. If needed, TFP can support VT100 or other industry standard emulation packaged for VAX support.

6. Remote Access Through Phone Lines

- A. TFP Inc. has extensive experience with installing stand-alone, LAN, and WAN remote systems. We have installed remote sites using standard dial up and dedicated telephone lines ranging from 9600 baud to Fiber Optic. For example, we have established remote site communications for the Hillsborough County Sheriff's Office in Tampa, Florida (three 56 KB connections), the Santa Barbara County Sheriff's Office in Santa Barbara, California (T1, Microwave), the Department of Corrections for Santa Clara County in California (9600 Baud and 56 KB), the New York City Police Department in New York (9600 Baud), and the Mecklenburg County Sheriffs Department in Charlotte, N.C. (Fiber Optic Link), and many others.

WAN communications requires an available synchronous port on the server per remote location, modems hookups between the server and remote locations and TFP's *INSTANT-REMOTE* communications software. TFP can support your choice of modem speed (14.4 or 28.8 KBps) and dedicated or voice-grade telephone lines.

- B. This proposal provides the City of Salem M/SDC and the SUN/RAIN consortium with a site license for the *INSTANT-IMAGE* and *INSTANT-RETRIEVE* imaging software. For consortium members, the software costs \$1,500.00 for each additional workstation (\$500.00 for *INSTANT-IMAGE* and \$500.00 for *INSTANT-RETRIEVE*).

Law enforcement organizations outside the M/SDC and SUN/RAIN consortium can purchase the software in one of two ways. One, they can purchase the Site License (\$34,000.00) with the initial order of the system as is the case in this proposal. Once the site license has been purchased the cost for each workstation that has imaging capability is \$1,500.00 -- this method is designed for departments that have five or more workstations. The second method is designed for departments that are planning to have four or fewer workstations -- the cost for each workstation with imaging capability is \$7,500.00.

7. State Network Requirements

- A. The Windows NT Version of *INSTANT-IMAGE* software was designed the required hooks to interface with other imaging systems. We have already committed to several of our customers to interface with other imaging systems for the purpose of image exchange. Charges associated with loading 10,000 images from other systems into the M/SDC system would be:

From an existing TFP system	\$2,000.00
Through Interactive Interface with XImage	\$3,000.00

The TFP imaging system has the ability to receive and decompress images based on the California-Oregon standards. The California-Oregon Standard requires as a minimum an image of 384 X 484 pixels. The TFP system is designed to support photo images of any size, therefore, we are not limited to just the 384 X 484 size. The TFP system will maintain correct aspect ratio as long as the images are provided with the appropriate JPEG header that defines the pixel aspect ratio of the stored image.

TFP Inc. is committed to the growth of this market, and we believe that growth will be accelerated by the capability of Law Enforcement agencies to interchange digitized photos as easily as they share drivers' licenses information today. Accordingly, we commit to work with XImage and any other appropriate company in the development of a standard specification for image and data interchange. The goal of this standard would be to provide a statewide, if not a nationwide, standard for the transfer of images and their associated descriptive data. Clearly, such a standard would significantly enhance the value of any imaging system that supported the standard.

TFP Inc. has met with our West Coast clients, is already in the process of implementing a West Coast network of *INSTANT-IMAGE™/INSTANT-RETRIEVE™* systems designed for image sharing over telecommunications. We are moving forward to coordinate the implementation of shared images captured on TFP Inc. systems, and are currently meeting with both our East Coast and Midwestern clients to plan comparative networks which will, in the near future, enable our clients to access any image taken in the United States on a TFP system.

TFP Inc. was recently selected by Edicon to exchange their existing imaging system at the Palm Beach Sheriff's Office, where we converted 127,749 images captured on an Edicon system with no loss of image quality.

Furthermore, if we are given the format for the images and data, we commit to develop a program for you that will accept images from other agencies in Oregon and convert them into our internal format. Since our system can support any size image and any image orientation, there would be no loss in resolution. For your information, TFP Inc. has developed support for three different compression/decompression boards. To date, we have not been called upon to supply an interface with another vendor's installation, however, based on our research of this issue, and coupled with our experience in using the major types of compression boards, we look forward to satisfying this requirement for you. We estimate our associated costs in providing this interface to be approximately five thousand dollars.

- B. Several alternatives exist to accomplish this request. Once an image and data interchange specification acceptable to both XImage and TFP Inc. is developed, we can make your images and descriptor data available in that format -- either on magnetic tape in batch mode or interactively via the Server included in our proposed system. In fact, if this interface specification is accepted as a defacto standard, this Server function would make the images available to any agency you wish, as long as their system supports the interface specification.
- C. If the images and data from other agencies can be supplied in an agreed-to interchange format in an interactive, real-time mode, the Server can provide the interface to retrieve an image and pass it to a workstation for display.

8. **Warranty**

- A. Our proposed system includes an unconditional, comprehensive warranty on all parts and labor for one year, following system installation.
- B. The warranty is totally comprehensive, and includes 100% of all hardware, software and labor. Please see the Sample Maintenance Agreement included with this proposal as Attachment 2.
- C. TFP Inc. provides all hardware and software maintenance and support for the system. If you have any type of problem or question, you simply make **one** telephone call to our 800 toll-free support hotline, which is operational 7 days per week, 24 hours per day. Please see the attached warranty agreement that describes the warranty in detail. We have a simple philosophy toward maintaining the system -- if something goes wrong with the system, it is our problem (without any expense to your department). We will provide all hardware (modem) and software needed to provide remote site support. If any subsystem of the system fails, we will send a replacement unit via next-day delivery service. The system is configured so your staff can quickly replace the failing unit (this is done without removing the cover from the computer), a procedure which typically takes about 10 minutes. If the above procedure does not satisfactorily resolve the problem, at no expense to your department we will send a qualified technician from our office (San Jose, California or Greenville, South Carolina) to your site to correct the problem. We are very proud of our support record. Please feel free to contact any of our customers regarding our maintenance and support policy.

9. **Maintenance Requirements**

- A. TFP Inc.'s Maintenance Agreement for the system provides the same coverage as noted in the warranty section above.

TFP Inc. prides itself on continually improving our software and enhancing our products with the latest hardware technology. Our software support contract provides all software upgrades free of charge. We also offer a trade-in allowance for hardware. TFP will be able to provide you with the latest technology the market has to offer.

B The five years hardware and software maintenance costs are as follows:

BASIC SYSTEM

	<u>HARDWARE</u>	<u>SOFTWARE</u>	<u>TOTAL</u>
YEAR 1	Included	Included	Included
YEAR 2	\$8,540.40	\$10,498.00	\$19,038.40
YEAR 3	\$8,540.40	\$10,498.00	\$19,038.40
YEAR 4	\$8,540.40	\$10,498.00	\$19,038.40
YEAR 5	\$8,540.40	\$10,498.00	\$19,038.40
YEAR 6	\$8,540.40	\$10,498.00	\$19,038.40

ENHANCED SYSTEM

	<u>HARDWARE</u>	<u>SOFTWARE</u>	<u>TOTAL</u>
YEAR 1	Included	Included	Included
YEAR 2	\$11,419.20	\$11,983.00	\$23,402.20
YEAR 3	\$11,419.20	\$11,983.00	\$23,402.20
YEAR 4	\$11,419.20	\$11,983.00	\$23,402.20
YEAR 5	\$11,419.20	\$11,983.00	\$23,402.20
YEAR 6	\$11,419.20	\$11,983.00	\$23,402.20

C We have included a copy of our standard maintenance agreement as Attachment 2.

10. 24 Hour/Day Support

A TFP Inc. provides the most effective service available in the industry. Our warranty and maintenance programs are identical, and consist of the following key elements.

- I. *A firm belief by all TFP employees that customer satisfaction is absolutely mandatory, and a total commitment that all customers are totally satisfied with TFP and its products.*
- II. *24 hour per day, 7 days per week telephone coverage. When you call our toll-free service number, you will always be in contact with a TFP Inc. customer support representative knowledgeable about your system, and who will be able to resolve your question or problem quickly.*
- III. *Remote telephone diagnostics and complete software update support.*
- IV. *Fast overnight delivery of replacement equipment and hardware loaner program.*
- V. *Full repair or replacement coverage for all of your hardware as long as it is covered by warranty or current extended maintenance agreement.*
- VI. *Unlimited training for system administrators in the configuration and customization of your system.*
- VII. *On-site support, when needed.*

*** TFP Inc. owns and operates corporate aircraft to provide emergency on-site customer service, when appropriate.**

B. We truly believe it is in your best interest, as well as ours, for TFP to be the sole provider of hardware, as well as software, support. Our experience at TFP Inc. and at other companies has convinced us a local subcontractor would degrade the level of service, rather than enhance it. Our position and commitment are very clear -- if you have a problem, we will fix it, and fix it immediately. There will be no finger-pointing. We prefer not to have someone working on the hardware who does not have a thorough knowledge of our system. Your support staff will be the same staff who designed and installed your system -- each and every one of them are totally committed to providing you with the best possible system and service. We believe a local subcontractor would provide both of us a false sense of security. Clearly, if you have a problem, no one is going to be as interested in having it resolved as you and we would be.

Based on the history of our current customers who have hardware redundancy in their system (as our proposed system includes), our systems have provided greater than 99% system availability. For example, our first installation for the Mecklenburg County Sheriff's Department in Charlotte North Carolina has been operational since September of 1989. Their system has been operational 100% of the time since the initial installation.

11. Other System Capabilities

A. TFP Inc. continues to seek out and provide our customers with the latest, state-of-the-art, comprehensive solutions to all your needs. Today, in addition to our original imaging solution, we can provide our customers with:

- ***Document Storage and Retrieval*** of standard "paper trail" reports, i.e., traffic reports, arrest and booking reports, incident reports, warrants, etc. This system also scans, stores, and retrieves traditional fingerprint I.D. cards, allowing easy comparison and identification. Since actual fingerprints are captured by this system, you retain the original card, helpful for comparing latent fingerprints, and also print as many copies of the fingerprint cards needed -- all at resolutions comparable to original LiveScan fingerprint cards.
- ***ID Badges and Armband Generation*** incorporating bar codes for positive, tamper-proof identification of employees, officers, inmates, etc.
- ***Evidence Tracking***
- ***Cashless Canteen Systems***
- ***Live I.D. Fingerprint System*** provides security access into systems, and complete identification at booking, release, visitations, inmate transfers, etc. . . any time it is needed.
- ***Automated Fingerprint Identification System (AFIS)***, compliant with current national standards.
- ***Inmate Tracking System***
- In the near future, TFP will announce the availability of ***Voice Capture and Playback Capability***.

We only market to Law Enforcement Agencies, and will continue to present only the best solutions to meet your requirements. We have included individual fliers on additional modules with this proposal.

- B. We have evaluated one of the new digitized cameras and believe it will be useful for crime-scene photography, and perhaps mass arrests away from normal booking facilities. We do not believe the unit we evaluated would be a good substitute for the camera we have proposed to you with this system.
- C. The system has the ability to accept query results from the SUN/RAIN system and display the selected images. This procedure has already been provided to our client, the Hillsborough County Sheriff's Office in Tampa, Florida.
- D. The Windows NT platform on which the system is based supports multiple industry-standard emulation modes. The system can be configured to suit your needs.

12. Documentation Requirements

A,B,C We will provide one set of documentation per imaging workstation purchased. The documentation provided is listed below. We grant the City and the County permission to make copies of the manuals and documentation for the use of you staff only. Our system is so simple to operate, we find operators seldom reference the documentation.

- Operators Manual
- Systems Administrator Manual
- System Customization
- Manuals for major hardware components

13 Training Requirements

INSTANT-IMAGE and **INSTANT-RETRIEVE** are very easy to learn and use. Because these products were designed to be configured to your specific needs, the amount of training is minimized. We commit to provide all of the training and assistance you need to be successful and happy with our products. All training is conducted on-site at your designated location.

A great deal of customer input and many years of experience are responsible for the system's ease of operation. We work closely with all our customers, and have incorporated many of their ideas and suggestions into our on-going system enhancements. Operators can be trained to capture images in about **5 minutes**. Most program options require the operator to learn 4 or fewer keys on the keyboard. With our data entry technique, data entry is very easy to learn and is extremely fast and consistent, even amongst different operators.

Special attention was given to simplifying the following functions.

- Image Capture
- Descriptive Data Capture
- Database Searches
- Suspect Review Processing
- Lineup Processing (photo array)

There are two types of training provided with the system: operator training and system administrator training. We commit to train the necessary people, however, we recommend we train the supervisors, and they, in-turn, train their staff. Once these people are trained, they will be able to provide training for others in the future. We consider training as an on-going service we will provide. If you have any questions following installation and going on-line, simply call our toll-free 800 number. As stated above, operator training is minimal. It typically takes about 1-2 days to train the system administrators. Regardless of how many on-site visits and phone calls it takes, TFP Inc. will train your personnel until *they* feel comfortable with the system. Since we provide a modem and software for remote site support, this is a good way to quickly and accurately solve problems and answer questions about our system.

The following are a few of the topics that are discussed during training.

Operator Training Topics

- Computer Basics
- System Configuration
- Image Capture
- Descriptive Data Entry
- Database Searches
- Generation of Suspect Reviews
- Generation of Lineups
- Retrieving Photos

Systems Administrator

- System Overview
- Display and Print Design
- Database Design
- System Utilities
- Descriptive Database Maintenance
- Support Setup and Procedures
- Equipment Maintenance
- Remote Site Processing

We suggest training classes be structured to accommodate no more than (10) people at a time. This figure is based on past instructional experience with other client training. The suggested class size provides optimal learning benefits to all class participants.

We do not affix a specified time limit to training. We simply say: *as required based on your needs and requirements*. System operator manuals and equipment manuals will be provided for all instructional purposes to help facilitate the training process.

System administrators will receive training consistent with your needs.

14. Acceptance Procedure

Response not required.

15. Escrow

We have included a copy of our Escrow Agreement for Computer Source Code as Attachment 3 of this proposal.

16. Demonstration

Response not required.

4. **Vendor Qualifications, Experience and References**

APPENDIX D: VENDOR QUALIFICATIONS QUESTIONNAIRE

1. Information about Vendor

Vendor Name **Technology For Productivity, Inc.**

Assumed Business Name **TFP Inc.**

Location of Corporate Headquarters **Greenville, SC**

Date Founded **July 1988**

Location of Nearest Office to Eugene, OR **San Jose, California**

Date Nearest Office Established **December, 1991**

Organized as (check one)

An Individual

Partnership

Joint Venture

Corporation **X**

Organized under the laws of the state of **South Carolina**

Name and address to which all vendor correspondence to should be mailed:

**TFP Inc.
110 Frederick Street
Greenville, SC 29607
Attention: Rick Johnson**

Phone Number: **(803) 232-8632**

2. If a CORPORATION Date incorporated **September 1989**, Publicly traded? **No**

If yes, What exchange?

If no, indicate names, addresses, and number of shares held by principal stockholders.

*** Inasmuch as the information required is proprietary, we respectfully request to omit this section. We will gladly disclose this information on a confidential basis at a later date.**

3. If Partnership

Not Applicable

4. **Experience**

Length of time that vendor has been installing systems of the type proposed 5 years

Total number of imaging systems installed by vendor 78 separate systems installed/sold

Total number of imaging systems installed in law enforcement agencies SAME

5. **Qualifications**

Provide a description of the firm's qualifications, demonstrating the firm's ability to provide the proposed product and services. Include the names and qualifications of those persons who will be assigned to install equipment.

TFP Inc. is a privately-held company incorporated in 1989, with its corporate headquarters in Greenville, South Carolina. Sales and Support offices located in Dallas, Texas; Buffalo, New York and San Jose, California. The company, founded in 1988 by President Barry B. White., develops, markets, sells, and fully supports complete "turn-key" computerized video electronic image-based systems for law enforcement and correctional agencies, nationwide.

TFP Inc. has thirty-eight (38) full-time employees, and is averaging one (1) new hire per month. The majority of new hires are within the installation and support division of the company.

The original versions of *INSTANT-IMAGE™* and *INSTANT-RETRIEVE™* were developed following two years of extensive research, development, and testing. We have had tremendous customer response for our system since its inception. Our first system was delivered to the Mecklenburg County Sheriff's Office, Charlotte, N.C. and became fully operational in September of 1989. The Mecklenburg County Sheriffs' Department serves a county-wide population of approximately 500,000 residents. Mecklenburg County was nationally recognized, and received the (N.A.C.O.) National Association of Counties Award for the implementation and use of TFP Inc's., *INSTANT-IMAGE™/INSTANT-RETRIEVE™* SYSTEM.

We have currently sold/installed systems to seventy-eight (78) separate agencies throughout the continental United States, and pending orders for several additional systems which will be announced at the appropriate time. Our organization is comprised of highly-skilled and dedicated individuals who have a demonstrated high-achievement record in the field. In addition, they all share fully in TFP's commitment to superior product development and customer satisfaction.

Our corporate principals have been in the imaging business for the past eight years and have been developing database management systems for the past twenty-seven years. In addition to photo imaging applications, our employees have developed a number of high-tech products, including document storage and retrieval, digital signature verification, and high-performance network database retrieval systems. Our principals have a broad range of experience in the development and manufacture of magnetic hard disk and optical storage media devices, and were solely responsible for the design, development and management of an optical "juke box" storage/retrieval system. Upon completion, this device was successfully integrated into a number of document storage and retrieval product applications.

6. **Installation/Service Record**

Provide a description of the installation/service vendor (if different from manufacturer), demonstrating the firm's ability to provide the proposed products and service, including installation, maintenance, and on-going local service. Include the names and qualifications of those persons who will be assigned to install equipment.

TFP Inc. will perform installation and provide 100% complete maintenance and local support of system for first year. We will continue to supply same, if a current maintenance contract with us remains in effect.

7. **References**

Provide a complete list of all law enforcement agencies which have had an imaging system installed by the vendor. References should be those that have same or similar systems, as the one proposed. References should have systems that are installed and operating. For each reference provide the following information:

Customer Name ****Please refer to the enclosed National Customer Reference Directory, under separate cover.**

Address _____

Contact Person _____

Telephone Number _____

Type of System _____

Date Installed _____

Number of Imaging Workstations _____

8. **Financial Statements**

TFP Inc. is a privately held corporation incorporated in the State of South Carolina, with corporate headquarters located in Greenville, South Carolina. We respectfully request the right not to disclose financial information about our company in a document that could, and does frequently become available to our competitors.

We are financially stable and profitable. Our company growth continues to be substantial and sales have been excellent. We will be happy to discuss confidential financial information with you during a closed confidential session at the appropriate time.

System Project Personnel Roster

The following list is a roster of the personnel who will be assigned to this system project and its proposed development:

Rick Johnson	Vice President, Sales
Brad Bylenga	Vice President, Operations
Todd Pastorini	Regional Sales Representative, Installation, Training
Mike Basquez	Hardware Integration, Installation, Training
Beth Ranker	Senior Systems Analyst (System Customization and Host Interface)
Tim Lynn	Hardware Integration and Testing
Brian Smith	Hardware Engineer, Installation and Testing
Andrew Weiner	Programmer Analyst (Database Customization)

Each of the staff members assigned to this project are committed to customer service excellence and providing you with a high quality product. Each member has a specific role to ensure that the system is properly configured, (hardware and software) thoroughly tested, meets all project requirements and specifications, and installed consistent with your requirements. Each aspect of the project will be monitored to assure your complete satisfaction.

Rick Johnson, Vice-President, Sales is responsible for the overall management of the project.

Brad Bylenga is responsible for all aspects of system integration, testing, installation, training, and customer support. Brad and his staff will work closely with the people that will be operating the system on a day to day basis.

Todd Pastorini is your sales representative and will be your ongoing liaison with TFP Inc.

Mike Basquez is responsible for the hardware integration of your system, will assist in the installation and the training of your personnel.

Beth Ranker is the system customization and host interface specialist. Beth will configure the system based on your specific requirements. **Note: the customization process does not require additional programming.**

Andrew Weiner is responsible for implementing your customized descriptive database. Andrew will design the digital database with the attribute fields that you have requested in the RFP. Andrew is also responsible for helping your staff design the export utility, the employee I.D. cards, and the armbands.

Tim Lynn and Brian Smith are responsible for the integration and testing of the proposed configuration.

Your primary contacts during pre-installation and installation will be **Rick Johnson, Todd Pastorini and Brad Bylenga**.

Brad Bylenga and his staff will be responsible for continued support of the system after the completion of the system installation. All of the mentioned people who will be assigned to this project have been involved with previous product development and prior system installations.

5. Contractual Requirements

TFP takes exception to Item S of the Contractual Provisions, PAYMENT SCHEDULE, relating to processing of payments. The following changes should be made: for purposes of maintenance, the following payment terms apply: All payments will be processed and paid with the City's standard payment procedures and payment cycles. The postmark on the letter containing the check to TFP will be considered the date of payment. Any invoice not paid within the 30-day time period will accrue late payment fees of 1% per 30-day period or a portion thereof in which the payment is late. Any TFP-approved credit due hereunder may be applied against contractor's invoices with appropriate information attached. For purposes of the initial system, our proposal is based on the following payment terms: Upon delivery of the equipment and systems software provided for in the contract and after TFP has provided to the City of Salem a proper invoice, Salem will, within two (2) business days, provide to TFP a check in the amount of 60% of the contract price. To facilitate the processing of this invoice, TFP will provide to the City of Salem (at least 30 days prior to the delivery of the equipment) a proper invoice. At the initiation of the acceptance period, TFP will provide to the City of Salem an invoice for the remaining 40% of the system. Within two (2) business days following the acceptance of the system, the City of Salem will provide to TFP the check for the remaining 40%. For each 30-day period or part of a 30-day period of which payment is not received by TFP the City of Salem agrees to a 2% late payment fee.

If the City of Salem cannot agree to payment terms substantially as described above and insists on the payment terms of Item S of the Contractual Provisions, TFP's price for the Basic System Configuration will increase by 5% and the price for the Enhanced System Configuration will increase by 5%.

Charges should be paid as outlined above (i.e. 60% upon equipment and software delivery and 40% upon acceptance).

6. Vendor's Internal Forms

A sample TFP Inc. Maintenance Agreement is included with this proposal as Attachment 2. A copy of our Escrow Agreement for Computer Source Code is included as Attachment 3. Both supplies and equipment are ordered through your Purchase Order.

7. Availability of Contract to Other Agencies

UNDERSTOOD. All SUN/RAIN agencies system purchases will be accomplished by their internal Purchase Orders.

8. **Other Relevant Information**

CITY OF SALEM, OREGON

May 20, 1994

PROPOSED WORKSTATION CONFIGURATIONS

Applications Server

TFP Inc. Microcomputer

66 MegaHertz INTEL Processor

32 MegaByte RAM Memory

1 Parallel, 2 Serial Ports

1.44 MegaByte 3.5" Diskette Drive

High Performance SCSI Controller

Ethernet Coax Network Interface Card

16-port High Speed Serial Controller with Fan-out Cable

4.0 GB External Disk Drive (on-line storage of approximately 114,000 images)

VGA Controller

Host Emulation Board

Tripp Lite MDS 1500 Uninterruptable Power Supply

Diagnostic Support Modem (provided at no cost)

28.8 KBps Modem (Remote Communications)

101 Enhanced Keyboard

Mouse

Color VGA Display

SOFTWARE: Windows NT

INSTANT-IMAGE™ (Server)

INSTANT-RETRIEVE™ (Server)

INSTANT-REMOTE (Server)

INSTANT-LINK (3270)

Image Modification Utility

Host Emulation Software

System Utilities

Local Capture/Display Workstation

TFP Inc. Microcomputer

33 MegaHertz 80486DX Processor

8 MegaByte RAM Memory

1 Parallel, 2 Serial Ports

1.44 MegaByte 3.5" Diskette Drive

Ethernet Coax Network Interface Card

32K Color Controller Board

Image Capture/Print Board

Image Compression/Decompression Board

212 MegaByte Internal Magnetic Hard Disk Drive

101 Enhanced Keyboard

Mouse

15" Color Display

Surge Protector

Camera and Peripherals:

JVC KY-F55U Video Camera with mount and zoom lens, remote-controlled

Power Pan & Tilt

3-Point Cal-Photo Compliant Lighting System

18% Gray Cal-Photo Compliant Backdrop

SOFTWARE: MS DOS 5.01

Windows for Workgroups

***INSTANT-IMAGE™* (Workstation)**

***INSTANT-RETRIEVE™* (Workstation)**

Local Display-Only Workstation

TFP Inc. Microcomputer

33 MegaHertz 80486DX Processor

8 MegaByte RAM Memory

1 Parallel, 2 Serial Ports

1.44 MegaByte 3.5" Diskette Drive

Ethernet Coax Network Interface Card

32K Color Controller Board

Image Compression/Decompression Board

212 MegaByte Internal Magnetic Hard Disk Drive

101 Enhanced Keyboard

Mouse

15" Color Display

Surge Protector

SOFTWARE: MS DOS 5.01

Windows for Workgroups

INSTANT-IMAGE™ (Workstation)

INSTANT-RETRIEVE™ (Workstation)

Remote Capture/Display Workstation

TFP Inc. Microcomputer

33 MegaHertz 80486DX Processor

8 MegaByte RAM Memory

1 Parallel, 2 Serial Ports

1.44 MegaByte 3.5" Diskette Drive

High Performance SCSI Controller

32K Color Controller Board

Image Capture/Print Board

Image Compression/Decompression Board

1 GigaByte Removable SCSI Magnetic Hard Disk Drive (approx. 150,000 cloned images)

2-Port High Speed Serial Controller

101 Enhanced Keyboard

Mouse

15" Color Display

Surge Protector

28.8 KBps Modem (Remote Communications)

Camera and Peripherals:

JVC KY-F55U Video Camera with mount and zoom lens, remote-controlled

Power Pan & Tilt

3-Point Cal-Photo Compliant Lighting System

18% Gray Cal-Photo Compliant Backdrop

SOFTWARE: MS DOS 5.01

Windows for Workgroups

***INSTANT-IMAGE™* (Workstation)**

***INSTANT-RETRIEVE™* (Workstation)**

***INSTANT-REMOTE* (Workstation)**

Remote Display-Only Workstation

TFP Inc. Microcomputer

33 MegaHertz 80486DX Processor

8 MegaByte RAM Memory

1 Parallel, 2 Serial Ports

1.44 MegaByte 3.5" Diskette Drive

High Performance SCSI Controller

32K Color Controller Board

Image Compression/Decompression Board

1 GigaByte Removable SCSI Magnetic Hard Disk Drive (approx. 150,000 cloned images)

2-Port High Speed Serial Controller

101 Enhanced Keyboard

Mouse

15" Color Display

Surge Protector

28.8 KBps Modem (Remote Communications)

SOFTWARE: MS DOS 5.01

Windows for Workgroups

***INSTANT-IMAGE™* (Workstation)**

***INSTANT-RETRIEVE™* (Workstation)**

***INSTANT-REMOTE* (Workstation)**

1. Summary Price Proposal Form

PROPOSAL OPENING

I, the undersigned, an authorized representative of TFP Inc.
whose address is 110 Frederick Street, Greenville, South Carolina 29607 have read and thoroughly understand the specifications, the special provisions, the bidding instructions, and all other conditions of the Request for Proposal issued by the City of Salem for a Mugshot Video Imaging System.

Acting on behalf of my firm, which is listed above, I do attest that the imaging system offered by us meets the specifications in every respect except those described on the attached list of "EXCEPTIONS."

We have attached have not attached X a listing of Exceptions to the Specifications.

Bidder is is not X a resident Oregon bidder, as defined by ORS 279.029.

("Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder.")

The undersigned Bidder certifies that the attached proposal has been arrived at by the bidder, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with any other contractor, bidder, or Vendor on materials, supplies, equipment, or services described in the proposal, designed to limit independent bidding or competition.

The contents of the proposal herein presented and made have not been communicated by the bidder or (his) (their) or (its) employees or agents to any person not an employee or agent of the bidder or its surety or any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the proposal.

I have fully informed myself regarding the accuracy of the foregoing statements, and the same are made by me based on my personal information.

We therefore offer and make this proposal at the prices indicated herein in fulfillment of the attached requirements and specification of the City of Salem represented in the Call for Proposals.

Total Cost For Basic System	<u>\$ 153,365.00</u>
Less System Discount	25,000.00

NET COST FOR BASIC SYSTEM	<u>\$ 128,365.00</u>
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Total Cost For Enhanced System	<u>\$ 188,865.00</u>
Less System Discount	25,000.00

NET COST FOR BASIC SYSTEM	<u>\$ 163,865.00</u>
----------------------------------	-----------------------------

We guarantee all pricing for a period of one year from the date of this proposal.

Further, we guarantee delivery of all of the above systems within 30 days after receipt of a purchase order and/or contract from the appropriate agency.

I have read and understood the attached Standard Contract Provisions, and agree to abide by and fulfill the requirements thereof if awarded the contract as a result of this proposal.

FIRM'S NAME

TFP Inc.

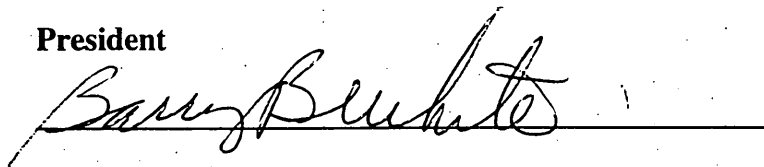
AUTHORIZER'S NAME

Barry B. White

AUTHORIZER'S TITLE

President

AUTHORIZER'S SIGNATURE

A handwritten signature in cursive script, reading "Barry B. White", is written over a horizontal line.

DATE

May 18, 1994

2. Detail Proposal Price Form for Basic System

Item	Description	Quantity	Unit Price	Total
Video Camera	KY-F55U 3-CCD Color Video Camera (with remote power panner)	4	7,540.00	30,160.00
Color Printer	Panasonic AG-EP80 Color Video Printer	4	1,980.00	7,920.00
Black & White Printer	Hewlett Packard LaserJet IV Printer with Gray Scale Interface and Software	4	2,435.00	9,740.00
Server	TFP Inc. Microcomputer 80486/DX, 66 MHz, 32 MB RAM	1	12,530.00	12,530.00
Image Storage Media	Seagate 4.0 GigaByte Hard Disk Drive (8 ms access speed)	1	5,200.00	5,200.00
Backup & Recovery Equipment	Hewlett Packard DAT 2 GigaByte Tape Drive	1	1,795.00	1,795.00
Capture/ Display Station	TFP Inc. Microcomputer 80486/DX, 33 MHz, 8 MB RAM	4	8,630.00	34,520.00
Display-Only Station	TFP Inc. Microcomputer	0	n/a	n/a

3. Detail Proposal Form for Enhanced System

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Video Camera	KY-F55U 3-CCD Color Video Camera (with auto focus and power panner)	4	7,540.00	30,160.00
Color Printer	Panasonic AG-EP80 Color Video Printer	7	1,980.00	13,860.00
Black & White Printer	Hewlett Packard LaserJet IV Printer with Gray Scale Interface Boards and Software	7	2,435.00	17,045.00
Server	TFP Inc. Microcomputer 80486/DX, 66 MHz, 32 MB RAM	1	12,530.00	12,530.00
Image Storage Media	Seagate 4.0 GigaByte Hard Disk Drive (8 ms access speed)	1	5,200.00	5,200.00
Backup & Recovery Equipment	Hewlett Packard DAT 2 GigaByte Tape Drive	1	1,795.00	1,795.00
Capture/ Display Station	TFP Inc. Microcomputer 80486/DX, 33 MHz, 8 MB RAM	4	8,630.00	34,520.00
Display-Only Station	TFP Inc. Microcomputer 80486/DX, 33 MHz, 8 MB RAM	3	5,585.00	16,755.00

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Imaging Software	<i>INSTANT-IMAGE</i> (Server)	1	17,000.00	50,000.00
	<i>INSTANT-RETRIEVE</i> (Server)	1	17,000.00	
	<i>INSTANT-LINK</i> (Host Interface)	1	5,000.00	
	<i>INSTANT-IMAGE</i> (Workstation)	7	750.00	
	<i>INSTANT-RETRIEVE</i> (Workstation)	7	750.00	
	Image Modification Utility	1	500.00	
Installation	Includes Database Design and System Customization	1		4,000.00
Training & Documentation		1		3,000.00
Annual Maintenance: Hardware	Included in System Price	1 year		0.00
Annual Maintenance: Software	Included in System Price	1 year		0.00
24 Hour 7 Day/Week Support	Included in Standard Maintenance Agreement	1 year		0.00
Remote Site Support	Included in Standard Maintenance Agreement	1 year		0.00
License Fees	Included in System Price	1		0.00
Other	Three Point Lighting System	Included		0.00
	Special Cables, Connectors, Misc	as needed		0.00

Total of Enhanced System \$ 188,865.00

4. **Detail Proposal Price Form for Various Options**

In Appendix A we ask the vendor to consider various options and provide a cost for implementing that option. This section summarizes the various options and their costs in one place.

Option A: Larger Color Printer. Provide the manufacturer, model, and cost of a color printer that would work with the system to produce color prints of high quality larger than 4" x 5". Provide first year maintenance cost.

Description

We sell the Mitsubishi S340-10U Full Color Video Printer. This printer produces high quality 8.5" x 11" prints. This printer costs \$9,965.00, and the accessory kit costs \$380.00.

Cost of Hardware/Software \$10,345.00 Cost of First Year Maintenance Included in Price

Option B: UPS. Provide the manufacturer, model, and cost of an uninterruptable power supply. Provide first year maintenance cost.

Description

We sell the Trip Lite UPS MPS1500 on-line, true sine wave uninterruptable power supply system for the File Server and the PS8.0 unit for the workstations.

Cost of Hardware/Software \$1,500.00 (server)
\$615.00 (workstation)
Cost of First Year Maintenance Included in Price

Option C: Double Capacity of Image Storing. Describe the equipment and its cost that would be needed to increase the capacity of the system in increments of 45,000-50,000 images. Provide first year maintenance.

Description

#1 1 GigaByte External SCSI Disk Drive (approximately 28,500 images)
Cost of Hardware/Software \$3,000.00 Cost of First Year Maintenance Included in Price

#2 2 GigaByte External SCSI Disk Drive (approximately 57,125 images)
Cost of Hardware/Software \$3,700.00 Cost of First Year Maintenance Included in Price

#3 4 GigaByte External SCSI Disk Drive (approximately 82,650 images)
Cost of Hardware/Software \$5,200.00 Cost of First Year Maintenance Included in Price

#4 9 GigaByte External SCSI Disk Drive (approximately 256,500 images)
Cost of Hardware/Software \$7,000.00 Cost of First Year Maintenance Included in Price

Option D: Capturing Images from Existing Photos. Describe the additional equipment needed for the system to capture images from existing photos. Provide the manufacturer, model, and cost of each piece of equipment. Provide first year maintenance cost.

Description

The camera that we have proposed has a macro lens that will permit the capture of your existing hard copy photos. We offer a lighted copy stand that will allow you to vertically mount the color video camera to capture photos from existing photos and save them on your system.

Cost of Hardware/Software \$950.00 Cost of First Year Maintenance Included in Price

Option E: Additional Fields on Data Entry Screen. Describe which of the attribute fields listed in Appendix A, 4, A, (1) are not part of the standard and what would be the costs for customizing the system to include those fields.

Description

This option is included in our total system cost. See our response to section 4.A.1 of the Detailed Technical Description for more information.

Cost of Hardware/Software \$0.00

Option F: Document Writer. Describe what would be needed so the system or a subsystem could create a document (like an ad hoc flyer) using an image and selected data from the system combined with ad hoc text.

Description

This option is included in our total system cost. See our response to Section 4.D.6 of the Detailed Technical Description for more information.

Cost of Hardware/Software \$0.00

Option G: Report Writer. Describe what would be needed so the system or a subsystem could create any report using selected data from suspect files or from system administration files.

Description

See our response to Section 4.E of the Detailed Technical Description for more information.

Cost of Hardware/Software \$0.00

Option H: AIRS Interface. Describe a strategy for accessing AIRS information when the AIRS ID number is entered on the data entry screen. Provide a cost for that interface if the system does not provide such an interface.

Description

Our host interface software is called *INSTANT-LINK*. This price includes the needed hardware/software for the AIRS Interface. See our response to Section 5.B of the Detailed Technical Description for more information.

Cost of Hardware/Software Not to Exceed \$5,000.00

Option I: Remote Sites. Describe what additional hardware and software is necessary for a remote site to access the system via phone lines. Provide first year maintenance costs.

Description

Our system supports several methods to provide remote site processing. We typically recommend using the Windows NT client/server architecture with our *INSTANT-REMOTE* communications software. The costs for the communication hardware and software are as follows:

Hardware/Software needed on the file server to support up to 4 remote sites \$2,630.00

Hardware/Software needed for a stand alone configuration at a remote site \$804.00

Two digital modems per remote site \$1,500.00*

*Price for modems will vary, depending on modem speed

Each remote site will also need Imaging Hardware/Software. We will be glad to provide pricing based on the requested remote site configuration.

Cost of First Year Maintenance Included in Price

Option I: State Network--1. Describe how it would be possible to take the most recent 10,000 images from the imaging system used by _____ and load them into our system with no degradation. If the system does not have this capability, how much would it cost to have that capability. Provide first year maintenance costs.

Description

Cost of Hardware/Software \$0.00

Cost of First Year Maintenance Included in Price

Option K: State Network--2. Describe how it would be possible to display an online image on our system that exists on the _____ system, using remote access by phone lines.

Description

Cost of Hardware/Software \$0.00

Cost of First Year Maintenance Included in Price

Option L: Composite Kit. Describe how it would be possible for the system to provide a composite kit capability or how to export an image to a commercially available composite kit.

Description

This option allows the operator to generate a composite drawing of a suspect. The package has over 40,000 facial features that can be used to generate a composite drawing.

Cost of Hardware/Software \$3,100.00 **Cost of First Year Maintenance** Included in Price

Option N: Print Fingerprint Cards. Describe how it would be possible for the system to print attribute data in black and white on fingerprint cards using a dot matrix printer.

Description

This option provides the ability to scan fingerprints into the system along with the selected images and attribute data.

Cost of Hardware/Software \$0.00

ADDITIONAL OPTIONS

The following options are available add-ons to the **INSTANT-IMAGE™** and **INSTANT-RETRIEVE™** system (Note: The following prices are based on purchasing each item with the initial installation of the system. If they are purchased at a later time, a shipping, installation and training charge will be added):

Additional Image Capture/Print Board - This card must be attached to any workstation capturing and/or printing photo images on a 4" x 5" color printer. \$1,795.00

Removable 212MB magnetic disk - can be added to a Capture Station that is on a Local Area Network. This disk, along with the advanced TFP Inc. software will provide the ability to continue capturing images and entering descriptive data during periods of planned or unplanned unavailability of the Local Area Network. With this feature, our capture process writes a copy of each image to the local magnetic hard disk and a copy to the master Image Server. The local capture feature combined with automatic update and resynchronization with the master files has proven to be a tremendous asset for our customers. \$575.00

Tripp Lite MS8.0 On-Line UPS - We recommend this Emergency Power System unit for the workstations. The cost is \$615.00 per unit (workstation).

Tripp Lite MPS1500 On-line UPS for LAN - The uninterruptable power supply unit protects the computer equipment in case of power failure. We recommend you use the MPS1500 on a File Server or Applications Server. The cost for this unit is \$1,500.00.

Additional Databases - Each additional database costs \$1,000.00. This can be used for gangs, evidence, crime scenes, Employee I.D. Cards, etc.

Dedicated Imaging Monitor - If you would like to implement a two-monitor solution on any proposed imaging workstation, you will need to add the dedicated imaging monitor. The cost for this option is \$1,225.00.

As an optional 3-chip camera, we offer:

Hitachi HV-C10A 3-CCD RGB Camera

Hitachi AP-60A Power Supply

Hitachi VA-C10 RGB Adapter

JU-C10 RS-232 Level Converter

LC-C10 Lens Control

Fujinon S12 X 7.5 Servo Lens

Heavy-Duty Power Pan and Tilt Unit

\$ 10,271.00

Crime Scene S-VHS Recorder/Player - The Panasonic AG-7350 Player allows you to pause a VHS tape frame by frame. Once frozen, you can print the photo on the Panasonic AG-EP80 Color Video Printer and can save the photo on your computerized photo imaging system. Once saved, within seconds you can retrieve the photo(s) for additional prints or to view on the image monitor. This option costs \$3,150.00 for the player and cables. The crime scene database costs \$1,000.00. An optional remote controller to the AG-7350 can be purchased for \$1,200.00.

Still Image Camera and Player - The Canon RC-570 still-image camera electronically records high-quality still images on a video floppy disk. The camera can record up to 50 pictures onto each 2; floppy disk. Once a photo is captured on a floppy disk, it can be imported into the *INSTANT-IMAGE™* photo-imaging system in order to save photos on the computer for future recall and print. This can be used for crime scenes, evidence tracking, I.D. cards, gangs, etc. Once the photos are copied onto the photo imaging system, the still image floppy disk can be reused to record another set of 50 photos. The costs are as follows:

Canon RC-570 Still Image Camera (Built-in player)	\$3,200.00
-or-	
Canon RC-470 Still Image Camera and RV-301 Still Video Player	\$2,820.00
Additional Database for Crime Scene Photographs	\$1,000.00
VF-50 Floppy Disks (Box of 10)	\$ 100.00
VF-CD Head Cleaning Disk	\$ 14.50

Fingerprint Scanner/Reader System - This Option provides the ability to scan fingerprints into the system along with the selected suspect images and attribute data. This option is \$3,000.00

Video Camera and Lighted Copy Stand - The lighted copy stand will allow you to vertically mount a video camera to capture photos from existing photos and save them on your system. This option costs \$ 3,525.00 and includes the TK-1070U color video camera.

Mounting Kit for Lights - The mounting kit for the lights costs \$75.00 plus shipping. This price does not include installation or wall mounting device.

Armband System - The armband software costs \$1,000.00. The equipment that is needed to generate the armbands is as follows:

Lamination Machine	\$ 400.00
Custom Die Cutter (1 cut)	\$ 760.00
Trim die and Hole Punch	\$ 750.00
Heavy Duty Rivet Tool	\$ 245.00
Tamper Proof Armbands (1000 per Box)	\$ 550.00

The armbands are custom designed to meet your exact specifications. The print format(s) of the armband is also designed to your exact specifications. For example, the Hillsborough County Sheriff's Department (Tampa, Florida) prints four color armband per sheet of video paper. The Collin County Sheriff's Department prints one armband and two mugshots per sheet of color video paper. Both the Santa Clara Department of Corrections (San Jose, California) and the Lane County Sheriff's Department (Eugene, Oregon) print black and white armbands. We will train your System Administrator(s) to make changes to the armband format(s).

The armbands that we have proposed are the finest bands in the industry. They are extremely strong (8,000 - 10,000 lbs. tensile strength) and are stretch proof (even after extended use). Also, our bands are guaranteed not to come UN-LAMINATED. We have evaluated other armbands and found that they would un-laminate during the life of the band. This could allow inmates to switch photographs without removing the armband.

NOTE: This does not include the JAIL-TRACKING software and hardware. More information is needed to prepare a proposal for the tracking system.

Employee I.D. Badge System - The I.D. Badge software costs \$1,500.00 (includes 1 customized badge formats). The equipment that is needed to generate the I.D. Cards are is follows:

Lamination Machine	\$ 400.00
Custom Die Cutter (1 cut)	\$ 990.00
Strap-Slot Punch	\$ 150.00
Laminate Pouches (100 minimum)	TBD
Badge Clips (200 per box)	\$ 50.00
Additional Badge Formats	\$ 500.00 (each)

We offer many types of lamination pouches. They range in price from 35 cents to two (2) dollars. The badging system supports holograms, bar codes, magnetic strips, etc.. A special die sublimation protected lamination pouch is needed for the photo imaging technology. When color video paper is laminated using standard lamination pouches, it will cause the image and digital data to fade and smear. This is known as "image migration". The I.D. Badge system comes with custom die cutters and a heavy duty lamination machine.

INSTANT-CANTEEN Commissary System - This software is used with the armband system and the jail tracking system. It provides full canteen functions using the bar codes on the inmates armband. The price for this option is \$5,000.00.

FOTOVIX IIX-S

Fotovix IIX-S Multi format w/S video	\$ 2,469.00
Conversion Lens Medium Film Format	\$ 239.00
Carrier Set for 35mm negatives	\$ 59.00
Carrier Set for 35mm Slides	\$ 49.00
Guide for 35mm uncut Film (w/guard sleeve)	\$ 24.00
Carrier Set for medium format film	\$ 83.00
Carrying Case	\$ 359.00
Stabilizing Base	\$ 49.00
Replacement Light Bulb	\$ 29.00
Guide for 35mm Uncut Roll Film	\$ 24.00

INSTANT-TRACK Jail Tracking System - This software allows you to track the activity of an inmate during their stay at the jail. It also provides a fast and accurate way to identify inmates (prior to release, court appearances, transfer, etc.) INSTANT-TRACK consists of three modules; the Data Collection System, the Reporting System, and the On-line System. The Data Collection System allows you to track and log the inmates movement, the Reporting System allows you to generate reports using the data that was collected and the On-line System allows you to access all data in real time fashion. Each module costs \$5,000.00 (\$15,000.00 for all three). The Bar-coding hardware that is needed for the proper use of **INSTANT-TRACK** is as follows:

BASE UNIT

1	Intermec Cable	\$ 60.00
1	Intermec COM DOCKER	\$231.00
1	Intermec Wand with Cable	\$190.00
1	Intermec Battery Charger	\$183.00
1	Intermec Batteries (Backup)	\$ 83.00
1	Protective Cases	\$ 55.00
1	Power Packs	\$ 40.00
1	64k EPROM and carrier kit	\$ 30.00

BAR CODE READER

1	Intermec Portable Transaction Manager	\$1,460.00
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5. Price Changes

The quoted prices in this proposal will remain firm for a period of one year from the submittal date of this proposal, May 20, 1994. We do not anticipate any further price fluctuation, however, we agree that the City of Salem and the M/SDC and SUN/RAIN can take advantage of any general published price reductions which may occur between the time of contract signing and installation. In the event that there is a price reduction after installation and during the life of any subsequent contract, we agree that the City of Salem and the M/SDC and SUN/RAIN may take advantage of such changes.

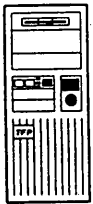
LEGEND
City of Salem
M/SDC and SUN/RAIN
May 20, 1994



Monitor, Keyboard & Mouse



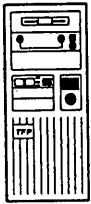
Auto Focus Camera



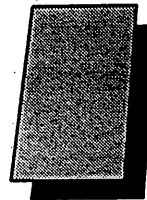
TFP Microcomputer/No Drive



3-Point Lighting System



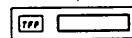
TFP Microcomputer/Removable Drive



18% Gray Backdrop



External Disk Drive

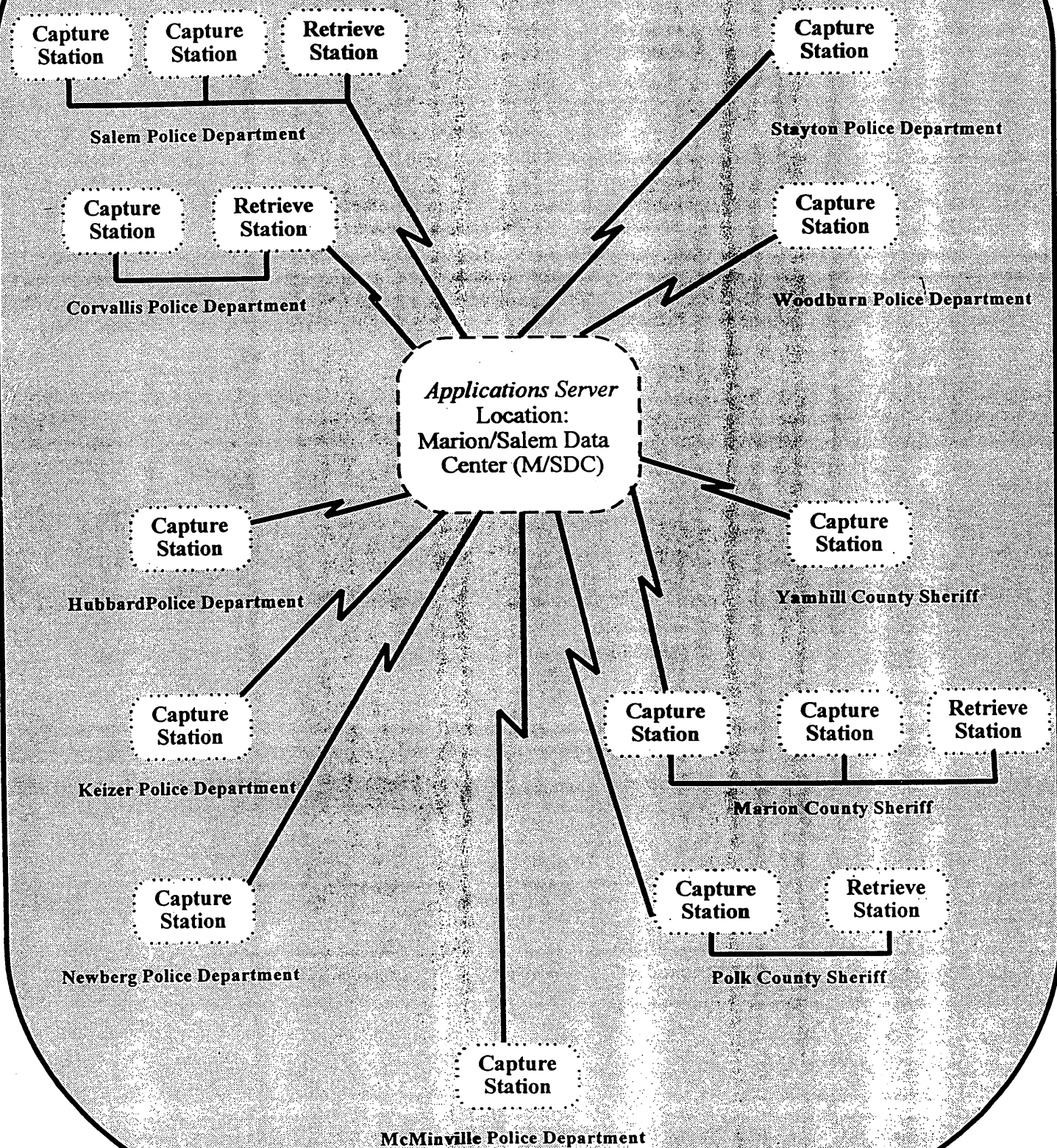


Tape Backup Drive

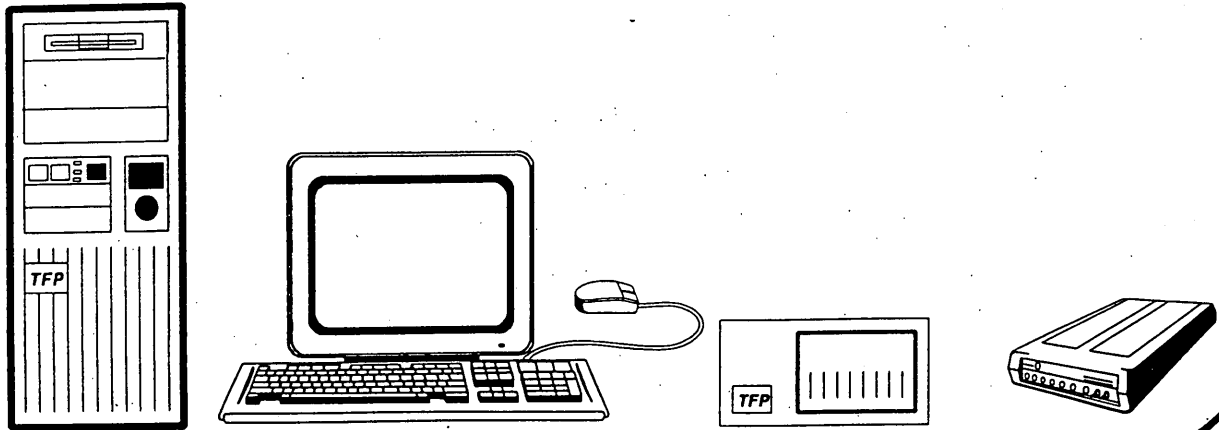


Modem

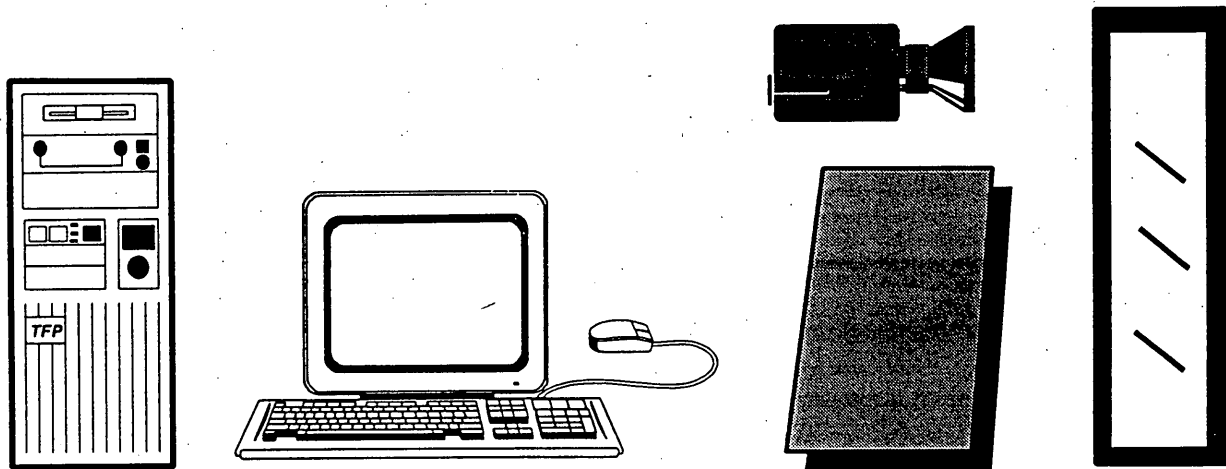
FUTURE NETWORK SCHEMATIC M/SDC and SUN/RAIN 4-County Area May 20, 1994



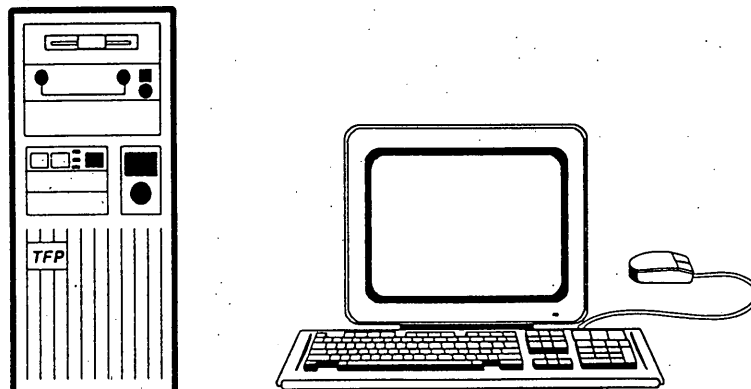
Applications Server



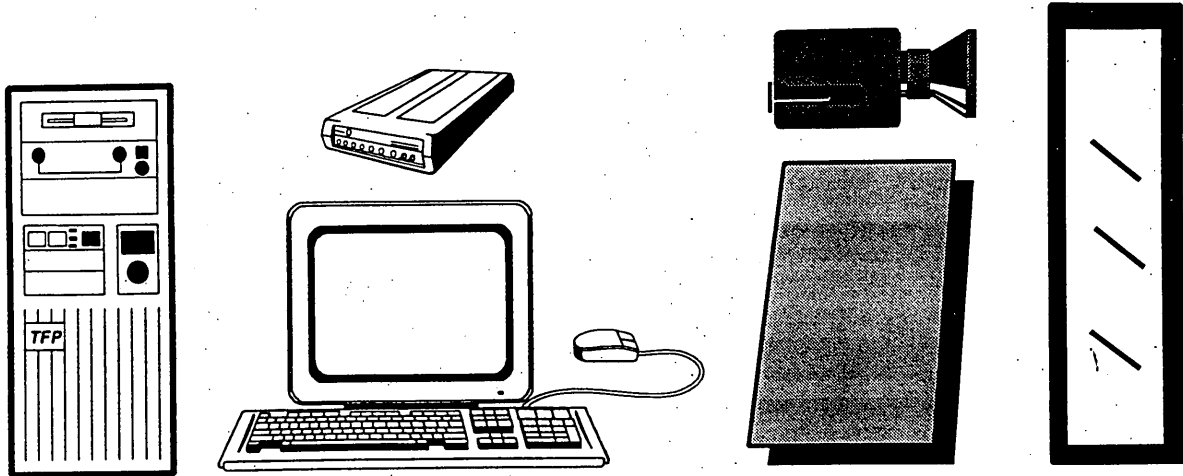
Local Capture/Display



Local Display-Only



Remote Capture/Display



Remote Display-Only

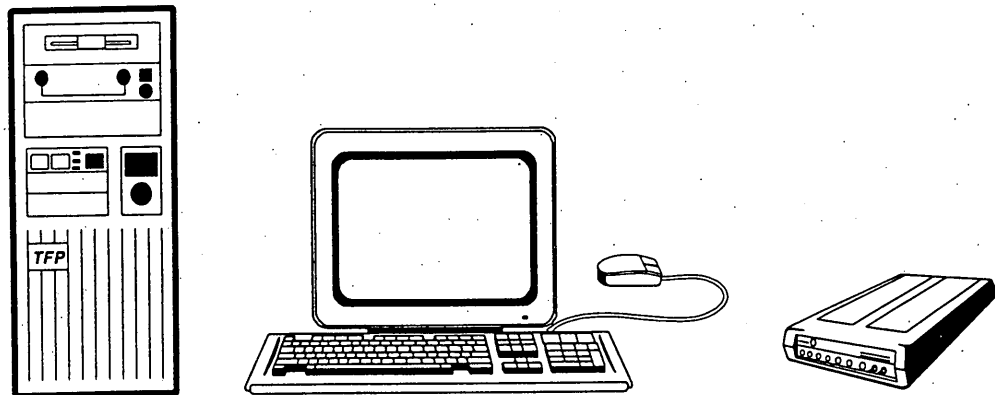


EXHIBIT E

TFP Inc. CERTIFICATE OF CUSTOMER ACCEPTANCE

Customer hereby acknowledges and agrees that on _____ (acceptance date) the Customer accepts the installation of The System and training of its personnel as satisfactory in all respects except for the minor pending items listed below. TFP agrees to complete the pending items, if any, at a time mutually agreed upon by the Customer and TFP. The System includes all items as described in the contract(s) and/or purchase order(s): _____.

Customer: _____

By: _____

Title: _____

Date: _____

Pending Items (if none please write "None"):

Description	Estimated Completion Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SUN/RAIN PUBLIC SAFETY MUGSHOT VIDEO IMAGING SYSTEM

ORDER FORM - Page One

Exhibit F

SECTION A

ITEM NUMBER	DESCRIPTION	PRICE
CSRSA	One capture station (remote stand alone)	16,212.15
DSRSA	One display station (remote stand alone)	11,290.15
ASLAN	One application server (LAN)	14,203.25
CSLAN	One capture station (attached to LAN)	11,063.75
DSLAN	One display station (attached to LAN)	6,291.75

SECTION B - PRINTER OPTIONS

ITEM NUMBER	DESCRIPTION	PRICE
HPL4P	One Hewlett Packard Laser 4 Plus printer and software	1,800.00
GSHP	One Grayscale software (required for HP)	635.00
PEP80	One 4x5 color video printer	1,980.00
PCPC	Video software card. (Must be added to any <u>display</u> station that has a 4x5 color printer. The capture station already contains this board.)	225.00
MS3600	One Mitsubishi S3600 8.5x11 color printer and software	10,345.00

SECTION C - OPTIONAL UPGRADES

ITEM NUMBER	DESCRIPTION	PRICE
U1	Upgrading each station from an 80486DX2 66MHz processor to a Pentium 90MHz processor	760.00
U2	Upgrading the SCSI card to a PCI SCSI-2 and the 32K Color Controller to a PCI 32K Color Controller	240.00
U3	Upgrading 15" color monitor to 17" color monitor	555.00
U4	Substitute Serial Mouse for Bus Mouse	25.00
U5	Adding an additional 8 MegaBytes of RAM to any station currently configured with only 8 MegaBytes (for a total of 16 MegaBytes RAM per station)	590.00
U6	Upgrade 1-chip camera to 3-chip camera. System will work with either 1 chip or 3 chips -- prices noted on capture stations are for a 1-chip camera)	4,972.75

SUN/RAIN PUBLIC SAFETY MUGSHOT VIDEO IMAGING SYSTEM

ORDER FORM - Page Two

Gwb:t F

RETURN BY DECEMBER 5, 1994 to:

Captain Mike Poth
 Corvallis Police Department
 180 NW 5th Street
 Corvallis OR 97330
 (503) 757-6791 or (503) 757-6925
 Fax -- (503) 754-1720

☐ No, our agency will not be ordering any video imaging equipment this fiscal year (July 1994-June 1995)

Jurisdiction/Organization: STAYTON POLICE DEPARTMENT
 Name: Lt. Jeff Pikel
 Street Address: 362 N. Third Avenue
 City, State and Zip Code: Stayton, Oregon 97383
 Telephone: (503) 769-3423

ITEM NUMBER	QUANTITY	PRICE	TOTAL
SECTION A			
CSRSA	1	\$16,212.15	\$16,212.15
Subtotal of Section A			\$16,212.15
SECTION B - PRINTER OPTIONS			
Subtotal of Section B			N/A
SECTION C - OPTIONAL UPGRADES			
U1	1	\$760.00	\$760.00
U2	1	\$240.00	\$240.00
U5	1	\$No charge	\$No Charge
Subtotal of Section C			\$1000.00
TOTAL OF SYSTEM AND UPGRADES - Payable to TFP, Inc.			\$17,212.15

RAIN refund \$ 726 Please note - This rebate will be applied to your quarterly RAIN membership fees.

SUN/RAIN PUBLIC SAFETY MUGSHOT VIDEO IMAGING SYSTEM

ORDER FORM - Page Two

Exhibit F

RETURN BY DECEMBER 5, 1994 to:

Captain Mike Poth
 Corvallis Police Department
 180 NW 5th Street
 Corvallis OR 97330
 (503) 757-6791 or (503) 757-6925
 Fax -- (503) 754-1720

☐ No, our agency will not be ordering any video imaging equipment this fiscal year (July 1994-June 1995)
 Probation - Pendo and Jail

Jurisdiction/Organization: MARION COUNTY CORRECTIONS ADMINISTRATION UNIT
 Name: Judith C. Robbins
 Street Address: 3950 Aumsville Hwy SE
 City, State and Zip Code: Salem, OR 97301
 Telephone: (503) 588-8486

ITEM NUMBER	QUANTITY	PRICE	TOTAL
SECTION A			
ASLAN	(1)	14,203.25	14,203.25
CSLAN	(2)	11,063.75	22,127.50
Subtotal of Section A			36,330.75
SECTION B - PRINTER OPTIONS			
HPL4P	(1)	1,800.00	1,800.00
GSHP	(1)	635.00	635.00
PEP80	(1)	1,980.00	1,980.00
Subtotal of Section B			4,415.00
SECTION C - OPTIONAL UPGRADES			
Subtotal of Section C			
TOTAL OF SYSTEM AND UPGRADES - Payable to TFP, Inc.			40,745.75

RAIN refund \$ 8,496¹ Please note - This rebate will be applied to your quarterly RAIN membership fees.

¹ This figure represents the total Marion County refund.

SUN/RAIN PUBLIC SAFETY MUGSHOT VIDEO IMAGING SYSTEM

ORDER FORM - Page Two

Exhibit F

RETURN BY DECEMBER 5, 1994 to:

Captain Mike Poth
 Corvallis Police Department
 180 NW 5th Street
 Corvallis OR 97330
 (503) 757-6791 or (503) 757-6925
 Fax -- (503) 754-1720

☐ No, our agency will not be ordering any video imaging equipment this fiscal year (July 1994-June 1995)
Jurisdiction/Organization: MARION COUNTY SHERIFFS OFFICEName: Sgt. Gary JonesStreet Address: 100 High St. NECity, State and Zip Code: Salem, OR 97301Telephone: (503) 588-7977

ITEM NUMBER	QUANTITY	PRICE	TOTAL
SECTION A			
ASLAN	1	\$14,203.25	\$14,203.25
CSLAN	1	11,063.75	11,063.75
DSLAN	1	6,291.75	6,291.75
Subtotal of Section A			\$31,558.75
SECTION B - PRINTER OPTIONS			
PEP80	1	\$ 1,980.00	\$ 1,980.00
PCPC	1	225.00	225.00
Subtotal of Section B			\$2,205.00
SECTION C - OPTIONAL UPGRADES			
Subtotal of Section C			\$0.00
TOTAL OF SYSTEM AND UPGRADES - Payable to IFF, Inc.			\$33,763.75

RAIN refund \$ 8.496 Please note - This rebate will be applied to your quarterly RAIN membership fees.

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Fax Transmittal Memo 7672

To: M. Ke Poth
 Company: CORVALLIS PD
 Location:
 Fax #
 Telephone #
 Comments:

From: BOB TARDIFF
 Company: NEWBERG PD
 Location:
 Fax #
 Telephone #
 Original Dispatch:
☐ Destroy ☐ Return ☐ Call for pickup

Exhibit F

SUN/RAIN PUBLIC SAFETY MUGSHOT VIDEO IMAGING SYSTEM

ORDER FORM - Page Two

RETURN BY DECEMBER 5, 1994 to:

Captain Mike Poth
 Corvallis Police Department
 180 NW 5th Street
 Corvallis OR 97330
 (503) 757-6791 or (503) 757-6925
 Fax - (503) 754-1720

☐ No, our agency will not be ordering any video imaging equipment this fiscal year (July 1994-June 1995)

Jurisdiction/Organization: NEWBERG POLICE DEPARTMENT
 Name: Chief Robert Tardiff
 Street Address: 414 E. 1st.
 City, State and Zip Code: Newberg, Oregon 97132
 Telephone: 503-537-1220

ITEM NUMBER	QUANTITY	PRICE	TOTAL
SECTION A			
CSRSA	1	\$16,212.15	\$16,212.15
SECTION B - PRINTER OPTIONS			
GSHP	1	\$ 635.00	\$ 635.00
Print server software	1	50.00	50.00
SECTION C - OPTIONAL UPGRADES			
TOTAL OF SYSTEM AND UPGRADES - Payable to TFP, Inc.			16,897.15

RAIN refund \$ 1,859 Please note - This rebate will be applied to your quarterly RAIN membership fees.

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Exhibit F

SUN/RAIN PUBLIC SAFETY MUGSHOT VIDEO IMAGING SYSTEM**ORDER FORM - Page Two****RETURN BY DECEMBER 5, 1994 to:**

Captain Mike Poth
Corvallis Police Department
180 NW 5th Street
Corvallis OR 97330
(503) 757-6791 or (503) 757-6925
Fax - (503) 754-1720

☐ **No, our agency will not be ordering any video imaging equipment this fiscal year (July 1994-June 1995)**

Jurisdiction/Organization: Salem Police Department

Name: Lt. Mark W. Caillier

Street Address: 555 Liberty St. SE

City, State and Zip Code: Salem, OR 97301

Telephone: (503) 588-6160

ITEM NUMBER	QUANTITY	PRICE	TOTAL
DSLAK	(1)	SECTION A 6,291.75	6,291.75
ASLAK	(1)	14,203.25	14,203.25
CSLAK	(2)	11,063.75	22,127.50
SECTION B - PRINTER OPTIONS			
GSHP	(3)	635.00	1,905.00
PERBO	(1)	1,980.00	1,980.00
MS3600	(1)	10,345 16,345.00	10,345 16,345.00
SECTION C - OPTIONAL UPGRADES			
U1	(3)	760.00	2,280.00
U2	(3)	240.00	720.00
U6	(1)	4,972.75	4,972.75
U3	(3)	555.00	1,665.00
TOTAL OF SYSTEM AND UPGRADES - Payable to TFP			66,490.25

RAIN Rebate \$ _____ Please note - This rebate will be applied to your quarterly RAIN membership fees.

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SUN/RAIN PUBLIC SAFETY MUGSHOT VIDEO IMAGING SYSTEM

ORDER FORM - Page Two

Exhibit F

RETURN BY DECEMBER 5, 1994 to:

Captain Mike Poth
 Corvallis Police Department
 180 NW 5th Street
 Corvallis OR 97330
 (503) 757-6791 or (503) 757-6925
 Fax -- (503) 754-1720

☐ No, our agency will not be ordering any video imaging equipment this fiscal year (July 1994-June 1995)

Jurisdiction/Organization:

Name:

Street Address:

City, State and Zip Code:

Telephone:

MARION / SALEM DATA CENTER
 KATHY DEYDEN
 690 Ferry St SE
 Salem OR 97301
 1-503-588-6343

ITEM NUMBER	QUANTITY	PRICE	TOTAL
SECTION A			
	7	CENTER / SITE APPLICATIONS SERVER	\$ 59,715
		WITH PENTIUM UPGRADE AND 10 GIGABYTE MEMORY	
		AND 28.8 Kbps MODEM FOR EACH LINE (6) modems	\$ 1,890
Subtotal of Section A			
SECTION B - PRINTER OPTIONS			
DSL AN	1	\$ 6,291.75	\$ 6,291.75
Subtotal of Section B			
SECTION C - OPTIONAL UPGRADES			
U1	1	\$ 760.00	\$ 760.00
U2	1	\$ 240.00	\$ 240.00
Replace 46B w/ 96B	1	\$ 2,575.00	\$ 2,575.00
Subtotal of Section C			
TOTAL OF SYSTEM AND UPGRADES - Payable to TFP, Inc.			\$ 71,473.75

RAIN refund \$ _____ Please note - This rebate will be applied to your quarterly RAIN membership fees.

SUN/RAIN PUBLIC SAFETY MUGSHOT VIDEO IMAGING SYSTEM

ORDER FORM - Page Two

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RETURN BY DECEMBER 5, 1994 to:

Captain Mike Poth
 Corvallis Police Department
 180 NW 5th Street
 Corvallis OR 97330
 (503) 757-6791 or (503) 757-6925
 Fax -- (503) 754-1720

☐ No, our agency will not be ordering any video imaging equipment this fiscal year (July 1994-June 1995)
Jurisdiction/Organization: BENTON COUNTY SHERIFFS OFFICEName: Michael DancStreet Address: 180 NW 5thCity, State and Zip Code: Corvallis ORTelephone: (503) 757-6881

ITEM NUMBER	QUANTITY	PRICE	TOTAL
SECTION A			
CSLAN	1.0	11,063.75	11,063.75
DSLAN	1.0	6,291.75	6,291.75
ASLAN (Xpertium)	1.0	7,601.50	7,601.50
Subtotal of Section A			\$24,957
SECTION B - PRINTER OPTIONS			
GSHP	2.0	635.00	1,270
PEP80	1.0	1,980.00	1,980
Subtotal of Section B			\$3,250
SECTION C - OPTIONAL UPGRADES			
Subtotal of Section C			
TOTAL OF SYSTEM AND UPGRADES - Payable to TFP, Inc.			\$28,207.60

RAIN refund \$ 3,035 Please note - This rebate will be applied to your quarterly RAIN membership fees.

SUN/RAIN PUBLIC SAFETY MUGSHOT VIDEO IMAGING SYSTEM

ORDER FORM - Page Two

RETURN BY DECEMBER 5, 1994 to:

Captain Mike Poth
Corvallis Police Department
180 NW 5th Street
Corvallis OR 97330
(503) 757-6791 or (503) 757-6925
Fax -- (503) 754-1720

☐ No, our agency will not be ordering any video imaging equipment this fiscal year (July 1994-June 1995)

Jurisdiction/Organization: CORVALLIS POLICE DEPARTMENT
Name: MIKE POTH
Street Address: _____
City, State and Zip Code: _____
Telephone: 503 757-6791

ITEM NUMBER	QUANTITY	PRICE	TOTAL
SECTION A			
CSLAN	1	11,063.75	\$ 11,063.75
DSLAV	1	6,291.75	\$ 6,291.75
ASLAN (1/2)	1	7,601.50	7,601.50
Subtotal of Section A			\$ 24,957
SECTION B - PRINTER OPTIONS			
PEP 80	1	1,980	\$ 1,980
GSHP	2	635	\$ 1,270
Subtotal of Section B			\$ 3,250
SECTION C - OPTIONAL UPGRADES			
UI	2	760.00	\$ 1,520
Subtotal of Section C			
TOTAL OF SYSTEM AND UPGRADES - Payable to TFP, Inc.			\$ 28,207.00

RAIN refund \$ 6,113 Please note - This rebate will be applied to your quarterly RAIN membership fees.