



U.S. Department of Justice

United States Marshals Service

Office of General Counsel

2604 Jefferson Davis Hwy.
Alexandria, VA 22301

MAY 20 2013

Ms. Catherine Crump
American Civil Liberties Union
Speech, Privacy, and Technology Project
Legal Department
125 Broad Street, 18th Street
New York, NY 10004

RE: *ACLU; ACLU of Massachusetts v. DOJ, et al., C.A. 12-11776 (D/MA)*
Freedom of Information/Privacy Act Request No. 2012USMS 21256
Subject: Automatic License Plate Readers

Dear Ms. Crump:

The United States Marshals Service is responding to your request for records in this agency's files pertaining to the above subject.

Pursuant to your request the Marshals Service conducted a search of its files in the District of Columbia, Superior Court, the Investigative Operations Division (IOD), and the Capital Area Regional Fugitive Task Force (CARFTF) and located five pages which are responsive, from the District of Columbia, Superior Court. No responsive information was located from IOD or the CARFTF.

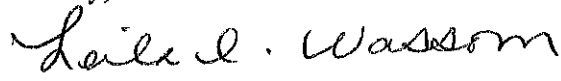
Five pages are released to you, however, names of Marshals Service employees, third party names, and investigative techniques are being withheld pursuant to the Freedom of Information Act, 5 U.S.C. § 552, exemptions (b)(6), (b)(7)(C), and (b)(7)(E). Exemption (b)(6) allows an agency to withhold personnel, medical similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. Exemption (b)(7)(C) allows an agency to withhold records or information compiled for law enforcement purposes, to the extent that disclosure of such records or information could reasonably be expected to constitute an unwarranted invasion of privacy. Exemption (b)(7)(E) allows an agency to withhold information which would disclose techniques and procedures for law enforcement investigation

or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law.

If you are dissatisfied with my action on this request, you may appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, Suite 11050, 1425 New York Avenue, NW, Washington, D.C. 20530-0001. Your appeal must be received by OIP within 60 days of the date of this letter. Both the letter and the envelope should be clearly marked "Freedom of Information/ Privacy Act Appeal." In the event you are dissatisfied with the results of any such appeal, judicial review will thereafter be available to you in the United States District Court for the judicial district in which you reside or have your principal place of business, or in the District of Columbia.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. See 5 U.S.C. § 552(c) (2006 & Supp. IV (2010)). This response is limited to those records that would be subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

Sincerely,

for 
WILLIAM E. BORDLEY
Associate General Counsel/FOIPA Officer
Office of General Counsel

Enclosures

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER September 08, 2008		2. CONTRACT NO. (If any) DJMS-08-07-M118		3. SHIP TO: a. NAME OF CONSIGNEE b. STREET ADDRESS c. CITY d. STATE e. ZIP CODE f. SHIP VIA	
3. ORDER NO.		4. REQUISITION/REFERENCE NO. R-08-07-456		b67C	
5. ISSUING OFFICE (Address correspondence to) 500 Indiana Avenue Washington, DC 20001		500 INDIANA AVENUE		d. STATE DC	
7. TO:		Washington		e. ZIP CODE 20001	
a. NAME OF CONTRACTOR b67C		b. COMPANY NAME ELSAF NORTH AMERICA		8. TYPE OF ORDER ☒ a. PURCHASE ☐ b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS 412 CLOCKTOWER COMMONS		d. CITY BRESWTER		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
e. STATE NY		f. ZIP CODE 10509			
9. ACCOUNTING AND APPROPRIATION DATA 15 B 0324A 3100 SJM5002P		10. REQUISITIONING OFFICE DC Superior Court DD7			

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) ☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION b. ACCEPTANCE		14. GOVERNMENT S/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
				16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
LTP-900S	INCLUDES: CENTRAL PROCESSING UNIT; 2 PROGRESSIVE INFRARED CAMERAS IN A COVERT CONFIGURATION		EA	24825	24825	
					0	
					0	
					0	
INST-SUG	DAY RATE FOR ELSAG NORTH AMERICA INSTALLATION		EA	750	750	
					0	
					0	
PHONE SUPPORT	24 HOUR TELEPHONE SUPPORT BY MPH-800 TECH		EA		0	
					0	
					0	
ON-SITE TRNG	INCLUDE D IN THE PURCHASE OF BOTH TRANSPORT AND PERMANENT MPH-900 INSTALLATIONS				0	
					0	
TRNG-CTR	UNLIMITED ACCESS TO ELSAG NORTH AMERICAN TRAINING CLASSES HELD IN EITHER THE FIELD OR AT COMPANY FACILITIES				0	
					0	
					0	
					0	
					0	
					0	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages) 25,575 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME b. STREET ADDRESS (or P.O. Box) 500 INDIANA AVENUE, ROOM C250						
	c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 20001			
22. UNITED STATES OF AMERICA B (Signature)		23. NAME (Typed)		TITLE: CONTRACTING/ORDERING OFFICER			

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006) Prescribed by GSA/FAR 48 CFR 53.213(f)

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ _____ No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$1.00 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

Quantity in the "Quantity Accepted" column on the face of this order has been: and conforms to contract. Items listed below have been rejected for the reasons indicated.

☐ inspected, ☐ accepted, ☐ received by me

REPORT OF REJECTIONS

REPORT OF REJECTIONS

OPTIONAL FORM 347 (REV. 4/2005) BACK



ELSAG North America

412 Clocktower Commons
Brewster, NY 10509

Duns # 195140821
Phone: 866-9MPH900 (967-4900)
Fax: 336-3797164

7/31/2008
QUOTATION

Delivered to:

U.S. Marshall Service
Washington, D.C. 20001

Quotation valid until: September 29, 2008
Prepared by: [REDACTED]
Projected Arrival Date: TBD

NASPO Multi-State Contract #PC62119 Award #19745
(California Participating Addendum)
WSCA # PC 62119 Hazardous Incident Response Equipment
(Contract term: 5/20/2007 - 5/10/2010)

Model #	Description	Cost	Units	Amount
LPT-900S	Includes: Central Processing Unit, 2 Progressive Infrared Cameras in a covert configuration (car top carrier or pickup truck galvanized bed box) with all necessary networking and power cords.	\$24,825	1	\$24,825.00
INST SUP	Day rate for ELSAG North America installation staff either on site or in the development lab. Includes software loaded to Agency provided computer (Min req: XP Platform, 512mb RAM, available ethernet or USB port)	\$750	1	\$750.00
Phone Support	24 Hour Telephone Support by qualified MPH-900 technicians			FREE
ON-SITE TRAINING	Included in the purchase of both transportable and permanent MPH-900 installations available in group and individual sessions.			FREE
TRAINING CENTER MEMBERSHIP	Unlimited access to ELSAG North America training classes held either in the field or at Company Facilities.			FREE
			TOTAL	\$25,575.00

Service Plan for goods and services provided by the above quote

		Due Date
Year I	Free	Hardware and Software
Year II	\$1,279	Hardware and Software 1 year after receipt
Year III	\$1,279	Hardware and Software 2 years after receipt
Year IV	\$1,279	Hardware and Software 3 years after receipt
Beyond	\$767	Software Only 4 years after receipt

Service Plan Includes:
- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: [REDACTED]

Terms: 2% Net 15 Days 1%30 Days Receipt of Goods

Cash Discount Value if paid in 15 days: \$511.50
Cash Discount Value if paid in 30 days: \$255.75

@elsagna.com



REQUISITION FOR PROCUREMENT OF SUPPLIES, SERVICE AND EQUIPMENT

1. REQUISITION NO.: R-08-07-456
 2. REQUESTED BY (Name/Title/Organization): [REDACTED]
 TEL. NO.: [REDACTED]
 3. DATE: 09/10/2008

4. ORGANIZATIONAL BUDGET OFFICER: I do hereby certify that funds are available and authorize an increase of funds but not to exceed \$100,000.

5. SOURCES OF FUNDING:

- ☐ Appropriated
☐ Non-Appropriated
☒ District Funds
☐ APP: [REDACTED]

6a. PROGRAM APPROVALS: (Attach before sending to applicable Contracting Office for processing)

- ☐ Financial Services Division
 Budget Execution Team (Any Requisition \$100K and over)
☐ Information Technology Division
 IT (All hardware, software, services, regardless of value)
 Communications (FAX, Cellular, Pagers, Telephone Equip. & Maintenance)
☐ Management Support Division
 Motor Vehicles - Mgmt. Support Team (Fleet Mgmt., Leases & Repairs)
 Publishing Services - (Copiers, AV & Printing)
 Procurement Chief (Economy Act, Set-Asides, Bureau Proc. Chief as required by FAR/JAR)
☐ Investigative Operations Division
 ESU Equipment
 Wireless Communications Equip. (Radios, Repeaters, etc.)
☐ Deputy Director
 Non-Standard Ammo, Weapons, Service, Backup, Tactical & Defensive Aircraft Lease or Purchase, New Requirements Over \$100K
☐ Director
 Economy Act, JARs, HCA's as required by FAR/JAR
☐ USM COLUMBIA
 Paid Advertisements
☐ OTHER: [REDACTED]

4a. APPROVAL by Component Head, U.S. Marshal or Designee

5. DELIVER TO:

DC Superior Court
 500 Indiana Avenue
 Washington, DC 20001
 Room C250

☐ USMS Warehouse - LOC
 3801 Pennsy Drive, Landover, MD 20785

☐ Requisition faxed to warehouse (301-341-0784) on (date): [REDACTED]

7. STOCK NO. (a)	ITEM DESCRIPTION (b) Include Accounting Classification Structure (ACS) with each line item. Attach SOWs, Justifications & Other Documentation. Include make, model or salient characteristics.	OBJECT CLASS (c)	UNIT OF ISSUE (d)	QUANTITY (e)	UNIT COST (f)	TOTAL COST (g)
LPT-900S	License Plate Reader - Includes Central Processing Unit, 2 Progressive Infrared Cameras in a covert configuration (car top carrier or pickup truck bed box) with all necessary networking and power accessories.	3100	EA	1	\$24,825.00	\$24,825.00
INST SUP	Day rate for ELSAG North America		ea	1	\$750.00	\$750.00
	Justification:					\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

8. ACCOUNTING CLASSIFICATION STRUCTURE: See Instructions.
 Fiscal Year Fund Code Organization Code Project Code (HQ only)
 2008 0324A DC Superior

9. DC NUMBER (HQ only): [REDACTED]

10. ESTIMATED COST:

TOTAL: \$25,575.00

(For acquisitions of property, \$25,000 or more per item)
 APPROVED BY OFFICE OF PROPERTY MANAGEMENT:

VENDOR INFORMATION:

Suggested Source: ELSAG LLC

Contact: [REDACTED]

Date Ordered: 09/11/2008

Order No.: [REDACTED]

Phone: [REDACTED]

Date Rec'd.: [REDACTED]

ELSAG PRICING MAY 08

Item#	Description	1-4 Units	5-9 Units	10-24 Units	25+
MPH-900X1	MPH-900X1	\$13,725	\$12,807	\$12,120	\$11,975
MPH-900X2	MPH-900X2	\$18,725	\$17,500	\$16,500	\$16,100
MPH-900X3	MPH-900X3	\$22,475	\$21,175	\$18,975	\$17,750
MPH-900X4	MPH-900X4	\$26,275	\$24,850	\$21,550	\$20,400
MPH-900X1 (Trans)	MPH-900X1 (Trans)	\$14,975	\$14,057	\$13,120	\$12,975
MPH-900X2 (Trans)	MPH-900X2 (Trans)	\$19,975	\$18,750	\$17,500	\$17,100
MPH-900X3 (Trans)	MPH-900X3 (Trans)	\$23,725	\$22,425	\$19,975	\$18,750
MPH-900X4 (Trans)	MPH-900X4 (Trans)	\$27,525	\$26,100	\$22,550	\$21,400
FPH-900X	Fixed Camera COLOR LPR System	\$13,350	\$13,350	\$11,250	\$11,250
Wifi OEM	Wifi Card installed prior to final assembly of system	\$425	\$375	\$325	\$300
Wifi Upfit	Wifi Card installed after final assembly of system	\$575	\$525	\$475	\$450
LPT-900S	Covert MPH-900S	\$24,825	\$23,900	\$23,000	\$21,399
XPH-8700	XPH-8700 Covert Portable Camera	\$16,500	\$15,750	\$15,000	\$12,500
MPH-V3	Optional 3rd Video Camera for the MPH-900	\$720	\$720	\$660	\$600
MPH-900V	LPR Voice Manager	\$1,250	\$1,250	\$1,000	\$750
MPH-DLX	ELSAG North America Touch Screen Car PC	\$5,000	\$5,000	\$5,000	\$4,700
MPH-900CR	Right Camera Replacement**	\$4,050	\$4,050	\$3,750	\$3,125
MPH-900CL	Left Camera Replacement**	\$4,050	\$4,050	\$3,750	\$3,125
FCU-900	Climatized and Rugged Field Control Unit for Fixed Cameras	\$6,110	\$6,110	\$6,110	\$5,750
MPH-900CarCable	Replacement Cable set for MPH-900, 15' power, Shielded ethernet.	\$150	\$150	\$150	\$150
MPH-900CamCable	Replacement Cable set for MPH-900, Camera Cable set	\$750	\$750	\$750	\$750
MPH-900INSTALL	Permanent installation Parts & Labor*	\$900	\$900	\$750	\$600
ENG SUP	Engineering Support per day (includes travel)	\$1,250	\$1,250	\$1,000	\$1,000
INST SUP	Install Support per day	\$750	\$750	\$750	\$750
MPH-900 UL	Field Wireless Station + PC	\$7,000	\$7,000	\$6,000	\$4,500
MPH-900 OPC	MPH-900 Operations Center License per IP address	\$975	\$975	\$825	\$650