

**Solicitation Number: 101223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Digital Ally, Inc., 14001 Marshall Dr., Lenexa, KS 66215 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and



records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Digital Ally, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/12/2023 | 9:51 PM CST

DocuSigned by:  
*Chris L. Hartl*  
By: 59C43D4275C04DB...  
Chris Hartl  
Title: Director of Sales  
Date: 12/12/2023 | 12:22 PM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 48BAF71B0894454...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 12/12/2023 | 10:17 PM CST

# RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

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## Vendor Details

Company Name: Digital Ally, Inc.  
Address: 14001 Marshall Dr  
Lenexa, Kansas 66215  
Contact: Nicole Leiker  
Email: bids@digitalallyinc.com  
Phone: 913-814-7774  
Fax: 913-814-7775  
HST#: 200064269

## Submission Details

Created On: Tuesday October 03, 2023 14:07:16  
Submitted On: Thursday October 12, 2023 13:45:57  
Submitted By: Nicole Leiker  
Email: bids@digitalallyinc.com  
Transaction #: 4c3250a7-754c-47a0-a3b8-4abab9794394  
Submitter's IP Address: 136.41.3.15

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Digital Ally Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/a
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/a
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4B0H8
5	Proposer Physical Address:	14001 Marshall Drive Lenexa, KS 66215
6	Proposer website address (or addresses):	www.digitalallyinc.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Digital Ally's Authorized Representative:  Name: Chris Hartl Title: Director of Sales Address: 14001 Marshall Dr, Lenexa, KS 66215 Phone: 913-814-7774 Email: Chris.Hartl@digitalally.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Digital Ally's Primary Contact:  Name: Nicole Leiker Title: Bid Specialist Manager Address: 14001 Marshall Dr, Lenexa, KS 66215 Phone: 913-814-7774 Email: bids@digitalally.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sales Representative Contacts:  Name: Derek Butler Title: Regional Sales Manager Address: 14001 Marshall Dr, Lenexa, KS 66215 Phone: 913-814-7774 Email: Derek.Butler@digitalally.com  Name: Amanda Sterling Title: Inside Sales Coordinator Address: 14001 Marshall Dr, Lenexa, KS 66215 Phone: 913-814-7774 Email: Amanda.Sterling@digitalally.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Digital Ally, Inc. is committed to providing law enforcement, commercial fleets, EMS, event security teams, and educational institutions with the highest quality video and evidence management solutions. We specialize in body worn cameras, vehicle video systems, interview room systems, flexible storage solutions, and our patented VuLink automatic activation technology.</p> <p>As an innovation leader in the industry with over nineteen (19) years of experience, Digital Ally designs feature-rich products that are rugged, durable, and reliable. Agencies from all fifty (50) States and more than twenty (20) other countries rely on our products every day. The unique benefits of a mobile video system combined with the specialized features tailored to the industries we serve has built the foundation of our business. We continue to build on that foundation as we develop an increasing presence in law enforcement, emergency management, fleet safety and security, and other markets.</p> <p>Digital Ally was established in 2004 and revolutionized mobile video by introducing a complete In-Car Camera System integrated into a rear-view mirror. Recently, we introduced the next generation EVO-HD to our family of In-Car Camera Systems. Our EVO-HD In-Car Camera System is self-contained and does not require the replacement of the vehicle's rearview mirror. The EVO-HD cameras all record in 1080p resolution with 256 gigabytes of internal storage. The EVO-HD includes highly advanced technology with a remote trigger feature for dispatch, and our patented built-in automatic activation technology to integrate with our Body Cameras.</p> <p>Digital Ally's line of Body Cameras brings all the advantages of an In-Car Camera into a small and lightweight versatile design that allows for multiple different mounting options. Video and audio can be recorded wherever the job requires, day or night, while collecting important metadata. Our Body Cameras will capture exactly what the wearer sees during an incident and can record with 720p up to 1080p resolution. Our clients put their trust in Digital Ally to provide a Body Camera that is easy to operate and allows the wearer to focus on the job, not the video.</p> <p>Digital Ally's camera solution is completed with our secure and CJIS compliant cloud-based video evidence management system, EVO Web Portal. Our EVO Web Portal GovCloud solution is powered by Amazon Web Services, the most secure cloud platform on the market with features that go beyond storing and reviewing video evidence. Amazon Web Services is trusted by the Department of Justice, Defense Digital Services for the US Air Force, US Department of Treasury, and US Department of Homeland Security.</p> <p>New products are always in the pipeline to enable our customers to stay up to date with the latest in technology. We understand the work, dedication, and commitment it takes to provide agencies of all sizes with Digital In-Car and Body Camera solutions needed to capture the truth in situations where it matters the most.</p>
11	What are your company's expectations in the event of an award?	In the event of an award, Digital Ally has expectations that we will be able to sell \$50,000 to \$100,000 in sales with this contract.

12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Within our video solutions operating segment, we supply technology-based products utilizing our portable digital video and audio recording capabilities for the law enforcement and security industries and for the commercial fleet and mass transit markets. We have the ability to integrate electronic, radio, computer, mechanical, and multi-media technologies to create positive solutions to our customers' requests</p> <p>Our video solutions segment revenue encompasses video recording products and services for our law enforcement and commercial customers and the sale of Shield disinfectant and personal protective products. This segment generates revenues from our subscription models offering cloud and warranty solutions, and hardware sales for video and personal protective safety products and solutions. Revenues for product sales are recognized upon delivery of the product, and revenues from our cloud and warranty subscription plans are deferred over the term of the subscription, typically 3 or 5 years</p> <p>Our objective is to expand our video solutions segment's recurring service revenue to help stabilize our revenues on a quarterly basis. Revenues from cloud storage have been increasing in recent quarters and reached approximately \$431,167 in the fourth quarter of 2022, an increase of \$128,533 (42%) over the fourth quarter of 2021. Overall, cloud revenues increased to approximately \$1,471,860 for the year ended December 31, 2022, compared to approximately \$1,055,965 for the year ended December 31, 2021, an increase of \$415,895, or 39%. We are pursuing several new market channels outside of our traditional law enforcement and private security customers, similar to our NASCAR and event security customers, which we believe will help expand the appeal of our products and service capabilities to new commercial markets. If successful, we believe that these new market channels could yield recurring service revenues for us in the future.</p> <p>We continue to experience increased interest in our cloud solutions for law enforcement primarily due to the deployment of our cloud-based EVO-HD in-car system and our next generation body-worn camera products, which contributed to our increased cloud revenues in the year ended December 31, 2022. We expect this trend to continue for 2023 as the migration from local storage to cloud storage continues in our customer base.</p> <p>Our video solutions segment has historically had a primary market of domestic and international law enforcement agencies. We have since expanded our scope by pursuing the commercial fleet vehicle and mass transit markets. Additionally, we have expanded into event security services where we provide the hardware and software to supplement private security for NASCAR races, football and other sporting events, concerts, and other events where people gather. We continue to further expand our focus on private security, homeland security, mass transit, healthcare, general retail, educational, general consumer, and other commercial markets. In that regard, we have several installations involving private security on cruise ships and similar markets. We believe there are many potential private uses of our product offerings. We continue to have sales in the commercial fleet and ambulance service provider market, confirming that our commercial camera products and cloud service can become a significant revenue producer for us. Additionally, our body cameras have applications in law enforcement, along with private and event security, as well as commercial segments. With the recent acquisitions we completed in 2021, we hope to utilize the connections we now have to live events, stadiums, and arenas, as well as new medical connections.</p>	*
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Digital Ally's US market share for the solutions we are proposing is 3%.</p>	*
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Digital Ally's Canadian market share for the solutions we are proposing is 0%.</p>	*
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>Not applicable. Digital Ally hasn't petitioned for bankruptcy protection.</p>	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Digital Ally is best described as a manufacturer and service provider. We have an Inside Sales Team that is located at our Headquarters in Lenexa, Kansas. We also have an Outside Sales Team with Sales Representatives located in states throughout the U.S. Both the Inside and Outside Sales Teams are Digital Ally employees.</p> <p>We have a Product Support and Technical Services Team located at our Headquarters in Lenexa, Kansas. Our Technical Services Team includes both Product Support and Sales Engineering. The Sales Engineers can provide on-site installation of the camera equipment, on-site warranty repair, and on-site maintenance. Our Technical Services Team consists of all Digital Ally employees.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Digital Ally has gone through CJIS and HIPPA certification.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not applicable.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>2019 Golden Eagle Award</p> <p>2023 NAFA Fleet Management Association Innovations Showcase</p>	*
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>2020: 87%</p> <p>2021: 90%</p> <p>2022: 90%</p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>2019: 0.14%</p> <p>2020: 0.15%</p> <p>2022: 1.00%</p>	*
22	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Texas DIR: \$91,900</p> <p>BuyBoard: \$37,300</p> <p>TIPS: \$25,400</p> <p>NCSA: \$1,161,600</p> <p>PA COSTARS: \$110,800</p> <p>NPPGov: \$213,900</p> <p>State of Kansas: \$91,000</p>	*
23	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Digital Ally has one GSA contract with Contract Number GS-07F-095CA. The annual sales volume for the past three years was \$215,300.</p>	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Vernon County Sheriff's Department (in Wisconsin)	Lieutenant Jason Crume	608-638-5730	*
Brooklyn Police Department (in Illinois)	Detective Josh Dallas	618-274-2198	*
Cass County Sheriff's Office (in Nebraska)	Lieutenant Lawrence D. Burke	402-296-9376	*
Wyandotte County Sheriff's Office (in Kansas)	Captain Kyle T. Harvey	913-573-8058	
Alamo Police Department (in Georgia)	Chief Karen Zanders	912-568-7011	

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Franklin County Sheriff's Office	Government	Kentucky - KY	Body Camera and In-Car Camera deployment with cloud storage and service.	Twelve in-car cameras. Thirty-six body cameras. Twelve cloud subscriptions.	\$200,000	*
Charleston County Detention Center	Government	South Carolina - SC	Body Camera deployment with cloud storage and service.	Two hundred three body cameras. Two hundred three cloud subscriptions.	\$450,000	*
Kansas Dept. of Wildlife, Parks & Tourism	Government	Kansas - KS	Body Camera deployment with cloud storage and service.	One hundred seventy-one body cameras. One hundred seventy-one cloud subscriptions.	\$485,000	*
Wyandotte County Sheriff's Office	Government	Kansas - KS	Body Camera and In-Car Camera deployment with cloud storage and service.	Twenty-three in-car cameras. Fifty-nine body cameras. Fifty-nine cloud subscriptions.	\$400,000	*
Bowling Green Police Department	Government	Ohio - OH	Body Camera and In-Car Camera deployment with cloud storage and service.	Fifty-two in-car cameras. Seventeen body cameras. Fifty-two cloud subscriptions.	\$450,000	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Digital Ally's Sales Force is located at our Headquarters in Lenexa, Kansas, at 14001 Marshall Drive.  We also have additional Sales Representatives who live and work in different states and regions of the United States. We have six (6) Outside Sales Representatives who serve six (6) different regions of the United States (west coast, south, central midwest, great lakes, southeast, and northeast).	*
27	Dealer network or other distribution methods.	Not applicable. We will not be working with dealers or distributors for this contract.	*
28	Service force.	Digital Ally's Technical Services Department, Product Support, Sales Engineering, and Support Staff are all located at our Headquarters in Lenexa, Kansas, at 14001 Marshall Drive.	*



29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders are processed by our Order Entry Department. Digital Ally will be the sole distributor for this contract and will distribute all products from our Headquarters located at 14001 Marshall Drive in Lenexa, Kansas.</p> <p>When our customer is ready to place an order, they can reach out to their local Sales Representative to get a quote for the products they would like to order. This is typically done over the phone or via email. Our customers who purchase from the Sourcewell Contract will be quoted the contract discount price. Once all discounts and prices have been negotiated and approved, our customer will either send us a Purchase Order or approve the purchase in writing via email. Larger quantity orders are typically approved for processing with a Purchase Order.</p> <p>Once the Purchase Order or written purchase approval is received by our Sales Representative, they will notify our Order Entry Department to enter the order into our online ordering system so that it can be assembled and shipped out within 30 days ARO.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Digital Ally has a full-time Product Support Specialists Team located at our Headquarters in Lenexa, Kansas, at 14001 Marshall Drive. Each Product Support Specialist is factory-trained on all aspects of Digital Ally's products. Our specialists are always up to date on our latest releases as they do the final testing of all software upgrades, write and upgrade manuals, etc. Our Product Support Specialists are on staff via telephone and email and will provide on-site assistance if necessary. At this time, our Product Support is available Monday through Friday, 7:00 AM to 9:00 PM Central Time at no additional cost. In addition, we can supply, 24/7 support to our customers when needed and at an additional cost.</p> <p>Our Product Support Team will typically be able to talk to customers the same day they reach out to us for assistance during business hours of 7:00 AM to 9:00 PM Central Time. We also have an escalation process in place for support requests that cannot be immediately resolved. Our escalation process begins with three layers of IT support and any problem that arises can be elevated to the subsequent layer in the IT Department. If the problem is still unresolved, it will be transferred to our Engineering Department.</p> <p>Our approach to user support is simply to do whatever is necessary to fix the problem and make our customer satisfied as quickly and efficiently as possible.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Digital Ally is able to provide our products and services to all Sourcewell participating entities in the entire United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Digital Ally is able to provide our products and services to all Sourcewell participating entities throughout all of Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not applicable. Digital Ally is able to provide our products and services to all Sourcewell participating entities throughout the entire United States and all of Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not applicable. Digital Ally is able to serve all Sourcewell participating entity sectors for this contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Digital Ally does not have any restrictions that apply for participating entities in Hawaii, Alaska, and in US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Digital Ally markets our products and contracts in a variety of ways. Marketing products offered under this contract will be done through Digital Ally's website, at trade shows, and through our Sales Representatives.</p> <p>In addition, we will add links, logos, price sheets, etc. from our contract to the "Contracts" section of our website. Our Bids and Contracts Team will regularly conduct training sessions to train our inside and outside sales teams about the contract. Our Sales Representatives will be trained to promote this contract when speaking with current and potential customers.</p> <p>We will periodically do additional email marketing campaigns to promote the contract to our customers and potential customers. This email marketing will inform the customer about the contract, products, and services that are available for purchase. Our Marketing Team will also advertise the contract's availability through traditional print, physical mailer campaigns, and through trade shows.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Digital Ally utilizes both social media and press releases on our website to market our contracts.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Digital Ally does not have an expectation for Sourcewell to promote our contract. Since Sourcewell maintains website information on its contracts, Digital Ally would link to this website if we were awarded a contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Digital Ally does not have an e-procurement ordering process at this time.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Our approach to training is that it is vital to ensure that our customer understands the operation of our system and is able to fully utilize all the features available. Digital Ally will provide end user and administrator/supervisor training as part of our Professional Services Turn-Key Setup. Training will include hands-on training, quick reference guides, and detailed operating guides. Training will cover hardware and the video management cloud storage solution.</p> <p>Training will be divided between end users and supervisors/administrators. Multiple sessions can be scheduled to accommodate group size and various shifts. In addition, supervisor/administrator training will include a train-the-trainer format for Department personnel that will be responsible for training others and those managing/administrating the program.</p> <p>Supervisor/Administrator training will be for those responsible for maintaining the devices and EVO Web Portal GovCloud.</p> <p>Digital Ally's Professional Services Turn-Key Setup is provided at a flat rate of \$3,500 for each location that requires on-site training,</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Body Camera hardware features included at no additional cost:</p> <p>a) Full-Color Touchscreen: Evidence at Your Fingertips:</p> <p>The FirstVu PRO Body Camera has a large 2.4-inch capacitive touchscreen display that brings evidence to your fingertips. Easily review evidence through an intuitive, on-screen interface.</p> <p>b) SMS Messaging:</p> <p>A text message can be sent from the FirstVu PRO Body Camera to one or multiple other selected FirstVu PRO Body Camera devices. In addition, a picture may also be attached with the message to show a subject or scene related to a case. Examples could include a</p>

missing person, vehicle, suspect, etc.

c) SOS Emergency Button with Live Streaming Ability:

In an emergency, an end user can press and hold the SOS Emergency button for about one second to initiate the following actions:

The camera will begin recording a video. This video will be marked Important.

If the camera is included in a Cloud Trigger Group, activating SOS will trigger recording on the other devices in the group.

A message will pop up on EVO Web GovCloud giving users the option to view a live stream from the camera.

Multi-Bay Docking Stations with touchscreens:

Our QuickVu 8 Docking Station with eight bays, and our QuickVu 24 Docking Station with twenty-four bays both provide a comprehensive and elegant solution for storing and charging body cameras while also uploading video evidence to the cloud. In addition, both Docking Stations allow for rapid reviewing of footage and rapid check-in/out of Body Cameras right from the interactive touchscreen display.

Remote Activation (Dispatch Activation) included at no additional cost:

Remote activation of a live stream recording from Dispatch is an included feature at no additional cost with the EVO-HD In-Vehicle Camera System and FirstVu PRO Body Camera. Dispatch remote recording activation provides the ability to remotely activate a video recording on a selected EVO-HD In-Vehicle Camera and/or FirstVu PRO Body Camera so that it can be viewed from a remote location by command staff and other authorized users.

Activating a camera system from Dispatch will also trigger recording on all active FirstVu PRO Body Cameras and EVO-HD In-Vehicle Camera Systems that have been placed in the same trigger group. Dispatch can log into the EVO Web GovCloud platform and select which EVO-HD and FirstVu PRO system(s) to remotely activate to trigger the start of a recording.

Please note that Digital Ally provides an unlimited number of non-camera user accounts at no additional cost that can be used by Departments such as Dispatch. \*

Share Portal included at no additional cost:

A Share Portal named ProVu Share Portal is included at no additional cost with Digital Ally's EVO Web GovCloud solution. The ProVu Share Portal gives the ability to share video and/or whole cases internally to end users between locations and other interested parties (e.g., public/ defense attorneys).

Each share gives temporary access to the items that are being shared with full control given to the Police Department over when that temporary access expires. Internal contacts and external contacts can be given a dedicated user account and website to log on to view the shared video and/or case. A case can include supplementary media/files such as additional video or audio files, photographs, and other digital evidence. The format for these media/files can be PDF, txt, xls(x), doc, ppt, jpg, png, mp4, etc.

Share users are separate from end users licenses within the EVO Web GovCloud account and are provided at no additional charge.

Once the share user is logged into the ProVu Share Portal, the user can select from a list of all active shares available to them. If a share expires, it is no longer in the list of available shares and not accessible. The expiration date of a shared video or case can be modified at any time by a System Administrator. This includes re-enabling access to expired shares.

Our ProVu Share Portal also allows full control over download and edit permissions. Access to download video or to add notes to a share can be allowed or denied to both internal and external contacts.

Chain of custody is maintained with the ProVu Share Portal because video and cases never leave the EVO Web GovCloud platform. Internal and external contacts will have their full activity logged when accessing, viewing, segmenting, redacting, downloading, and/or editing any share.

		<p>Redaction Tool included at no additional cost:</p> <p>Audio and video redaction technology is included with our EVO Web GovCloud video evidence management solution at no additional cost. Our integrated redaction technology can be utilized to quickly and easily redact videos. Powered by Pixel Forensics, our redaction technology is built directly into our GovCloud solution. Our redaction tool has intuitive automatic face suggestions as well as manual redaction capabilities. Faces, signs, license plates, shirts and other objects can all be redacted quickly and easily. Once complete, the redacted video can be downloaded or shared with other authorized end users.</p> <p>There are no additional hardware requirements to utilize the redaction tool in EVO Web GovCloud. Licensing and maintenance costs are all bundled into the Subscription Cloud Plan annual cost.</p> <p>VuLink Sync Player with multi-angle playback:</p> <p>EVO Web GovCloud solution includes a multi-angle playback feature. Multiple recording angles can be simultaneously played back and reviewed from both the EVO-HD In-Vehicle Cameras and FirstVu PRO Body Camera – all in one view. In addition, different audio sources can be selected between the Body Camera or the In-Vehicle Camera System's backseat camera to gain clarity during critical events.</p>	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Digital Ally recognizes the importance of preserving the natural environment that sustains all life on the earth for future generations and thereby ensuring that all humanity can attain a healthy and enriched life. In order to realize such a sustainable society, Digital Ally strives to minimize the environmental footprint throughout the lifecycle of our products and business activities.</p> <p>Currently, the packaging for several of our popular product lines contain no less than 10% - 15% recycled content and most contain no less than 100% recycled content. The packaging is also 100% recyclable.</p> <p>Customers can return their end-of-life hardware or other vendor's end-of-life hardware to Digital Ally so that the entire unit or its parts can either be recycled or reworked and used again. Most of our products are RoHs compliant.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Advanced Exchange Warranty for entire duration of cloud contract:</p> <p>Digital Ally's Advanced Exchange Warranty Program is the most revolutionary Service Policy in the industry. During the Warranty Period, if the hardware has a service issue, our Technical Support Department will diagnose the problem. If we determine the problem to be a hardware issue, Digital Ally will send a replacement module at no additional cost to fix the problem. Shipments reach most within two (2) business days to keep down time to a minimum.</p> <p>Lifetime Product Support:</p> <p>Digital Ally offers product support throughout our product's lifetime. Digital Ally will actively communicate with each of its customers regarding new features, network changes, software updates, or any other pertinent details.</p> <p>Disaster Recovery Service:</p> <p>Ensuring your data will always be protected and accessible is our number one priority; that is why we have built our GovCloud solution on the most trusted web service around.</p> <p>Amazon Web Services supplies multiple locations separated on the east and west coasts where all data will be copied and 100% secured. If one of the locations is wiped out by a natural disaster, your information will still be secured in two alternate locations states away. Any and all of the information that was flowing to that particular location will be directed to substitute locations.</p>	*
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**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	<p>Digital Ally will include a five (5)-year Advanced Exchange Warranty at no additional cost for the FirstVu PRO Body Camera, EVO-HD In-Vehicle Camera System, and InterVu Room Camera System with our five-year Subscription Cloud Plans. A five (5)-year Advanced Exchange Warranty for the QuickVu Docking Station, Body Camera Batteries, and other hardware will also be included at no additional cost for the full term of the EVO Web GovCloud contract with the Subscription Cloud Plans.</p> <p>Hardware that is purchased individually and not with a Subscription Cloud Plan will include a 1-year Advanced Exchange Warranty.</p> <p>The Advanced Exchange Warranty includes any defects in materials or workmanship on all system components, as well as all software upgrades not requiring hardware revisions. The Warranty period will begin from the date of invoice.</p> <p>Digital Ally's Advanced Exchange Warranty Program is the most revolutionary Service Policy in the industry. During the Warranty Period, if the hardware has a service issue, our Technical Support Department will diagnose the problem. If we determine the problem to be a hardware issue, Digital Ally will send you a replacement module to fix the problem. Shipments reach most within two (2) business days to keep down time to a minimum.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not applicable.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Advanced Exchange Warranty covers the expense of technicians' travel time and mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Not applicable. Digital Ally does not have geographic region restrictions to provide a certified technician for warranty repairs.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	When applicable, these warranties are typically passed on to the original equipment manufacturer.	*

51	What are your proposed exchange and return programs and policies?	<p>Digital Ally's RMA Program:</p> <p>Returns for Defect or Non-conformity Prior to Acceptance:  Subject to the Terms of Sale of the products purchased by you, the customer, from Digital Ally ("Product(s)"), Products will be deemed accepted upon the earlier of your formal acceptance of the Products or the expiration of 30 days from delivery of the Products ("Acceptance"). If you discover prior to Acceptance that some or all of the Products are (a) defective, or (b) do not conform to Digital Ally, Inc.'s ("Digital Ally") product specifications, they may be returned to Digital Ally for replacement or a credit of the purchase price that can be applied towards future purchases. Products returned prior to Acceptance must be in original box with original accessories, packaging, and manuals (if included) in undamaged, clean, and brand-new condition.</p> <p>Products that are returned incomplete, damaged, or with serial number missing or tampered with may not be accepted for return. All other terms of this Product Return Policy shall apply to returns for defect or non-conformity prior to Acceptance.</p> <p>All Returns:</p> <p>Digital Ally is not responsible for Products that you ship to us that are lost or damaged in transit. You are solely responsible for filing claims against the furnish to you all available information and give any other reasonable assistance requested by you to assist you in filing a claim for delivery damage. Digital Ally will be responsible for filing claims against the carrier for any such loss or damage for Products Digital Ally ships to you.</p> <p>At Digital Ally's sole discretion, it may accept returns for replacement or credit after the Acceptance date.  Custom order Products (i.e. special cable lengths or engineer customized items) are sold on a non-cancelable and non-returnable basis (NCNR), and returns of such custom order Products ("Custom Products") will be accepted on a case by case basis following written approval by a Digital Ally executive officer. If such return is authorized, Custom Products may only be returned for credit towards another Product of equal or greater value. Digital Ally retains the right to refuse returns of Custom Products.</p> <p>Digital Ally retains the right to refuse the return of any Product, except as provided in the Digital Ally, Inc. Limited Warranty accompanying your Product purchase ("Product Warranty"). Other than returns covered by a Product Warranty, returns may be subject to a 20% restocking fee. Out-of-warranty returns will be charged a shipping fee.  Prior to returning a Product to Digital Ally for any reason, including under the Product Warranty, you must first obtain a Return Material Authorization ("RMA") from Digital Ally by contacting Digital Ally's Product Support department, supplying the requested information regarding the Product to be returned, and receiving Digital Ally's approval of the return. You will be given a case number for reference. Digital Ally will not accept returns without (a) an approved RMA, (b) the appropriate documentation included, and (c) compliance with this Product Return Policy.</p> <p>The returned Product must be sent back to Digital Ally packed in accordance with Digital Ally's return shipping instructions, with the RMA number clearly marked on the outside of the return packaging, with the Product invoice, and all return shipping information necessary for Digital Ally to ship, as applicable, the exchanged or repaired Product back to you. You are responsible for shipping and insurance expenses arising from the Product return, and any repair or replacement costs, except as provided under the Product Warranty, and the RMA may require that, in addition to the Product to be returned, you also return any media, documentation, and any other items that were included in your original shipment. All Product returns shall be sent to the following address:</p> <p>Digital Ally, Inc.  14001 Marshall Drive  Lenexa, KS 66215  ATTN: RMA</p> <p>You are responsible for the removal and preservation of all data, including videos, previously stored on the Product you are returning; if Digital Ally accepts the return of a Product, the return is final and ownership of the returned Product is transferred irrevocably to Digital Ally immediately.</p> <p>Before an RMA is issued, Digital Ally may require the prepayment of items for which you are responsible, including, but not limited to, applicable</p>
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		restocking fees, shipping fees, and cost of repair or replacement of Products beyond the term or terms of the Product Warranty.	
52	Describe any service contract options for the items included in your proposal.	Digital Ally offers Subscription Plans for our cloud service. Our Subscription Plans allow either monthly, quarterly, or annual payment options and either a 3-year or 5-year contract term.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Digital Ally's payment terms are NET 30 and we accept credit cards, checks, EFT, and p-cards.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We can offer leasing options on a monthly, quarterly, or annual basis. Our Sales Department can offer quotes of both a leasing option and outright purchasing options for the educational or government entities to consider. Our Sales Team is more than happy to assist our customers with evaluating the payment plan that will best fit their needs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have uploaded a copy of our Terms of Sale and Website Services and Cloud SLA.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, Digital Ally accepts the P-card procurement and payment process. There is not an additional cost to Sourcwell participating entities for using this process.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Digital Ally is proposing a pricing model with line-item discounts. We have attached a Price Sheet in the Document attachment tab that details each product's line item description, list price (MSRP), percent discount, and the Sourcwell discounted price (Contract Discount Price).</p> <p>We have listed each line item under its corresponding category to make it more comprehensible and easier to find a product. These categories include: Body Cameras and Accessories, Automatic Activation for Body Cameras, Vehicle Cameras and Accessories, Cloud and Camera Bundles, Interview Room Camera Systems, and All other products.</p> <p>We are offering an overall 8% discount on all of our products listed. This 8% discount also applies to the primary camera systems and the cloud/camera bundles with purchase quantities of 31 units or more. We are offering a 6% discount on the primary camera systems and the cloud/camera bundles with purchase quantities of 1 to 30 units. All accessories and docking stations are listed at an 8% discount, regardless of the purchased quantity.</p> <p>In addition, we are offering a 5% discount on any products not listed on the price sheet. This will allow a minimum discount on any new products that we release so that we can still sell them from the Sourcwell Contract between the time they are released to the time we are able to add them as a line item on the price sheet.</p>	*

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The following are the pricing discounts that Digital Ally is proposing:</p> <p>8% discount from MSRP/list price when a quantity of 31 or more units of primary camera systems or cloud with camera bundles are purchased. The primary camera systems include body cameras, vehicle camera systems, automatic activation devices, and interview room camera systems. Our cloud with camera bundles include at least one primary camera system and a subscription to our GovCloud service and storage solution.</p> <p>6% discount from MSRP/list price when a quantity of 1 to 30 units of primary camera systems or cloud with camera bundles are purchased. The primary camera systems include body cameras, vehicle camera systems, automatic activation devices, and interview room camera systems. Our cloud with camera bundles include at least one primary camera system and a subscription to our GovCloud service and storage solution.</p> <p>8% discount from MSRP/list price on all accessories. Accessories can include mounts, batteries, cables, antennas, switches, tablets, wireless access points, etc.</p> <p>8% discount from MSRP/list price on all docking stations. These are the docking stations for the body cameras that simultaneously charge the batteries and upload data to the GovCloud.</p> <p>5% discount minimum from MSRP/list price on all products not listed on our price sheet.</p>
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>We are offering a volume discount of 6% off the MSRP/list price when a quantity of 1 to 31 units of our primary camera systems or cloud with camera bundles are purchased.</p> <p>We are also offering a volume discount of 8% off the MSRP/list price when a quantity of 31 or more units of our primary camera systems or cloud with camera bundles are purchased.</p>
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>We will provide installation service, activation service, and our professional services as open market items at list price. On-site installation service may be needed for our vehicle camera systems and docking stations. Installation service is approximately \$549 per vehicle.</p> <p>Activation service involves activating a device with the initial default settings so that it is ready for use and recording. Activation fees are approximately \$30 per device. We may waive the activation fee(s) if our professional services are purchased.</p> <p>Our professional services include on-site training, remote training, on-site docking station installation, scope of work documentation, project management services, on-site testing, on-site troubleshooting, and on-site project roll-out. Our professional service is all rolled into one and available for an approximate flat rate of \$3,500 per location.</p> <p>All of our other products will be provided on the Sourcewell Contract with the discounts indicated in 57 - 59 above.</p>



61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>We have not quoted shipping and handling costs in our price sheet due to the recent high fluctuation of these costs. When our customers reach out to us for a quote, we will provide the shipping and handling costs at that time as a separate line item on the quote. This will allow our customers to view the shipping and handling quote at that time before they issue a purchase order to us. We typically ship our items via FedEx, and may also use freight shipping for larger items such as our twenty-four bay docking stations. If a lift gate is needed, this will add an approximate \$100 fee to the quote.</p> <p>We will provide installation service, activation service, and our professional services as open market items at list price. On-site installation service may be needed for our vehicle camera systems and docking stations. Installation service is approximately \$549 per vehicle. Activation service involves activating a device with the initial default settings so that it is ready for use and recording. Activation fees are approximately \$30 per device. We may waive the activation fee(s) if our professional services are purchased. Our professional services include on-site training, remote training, on-site docking station installation, scope of work documentation, project management services, on-site testing, on-site troubleshooting, and on-site project roll-out. Our professional service is all rolled into one and available for an approximate flat rate of \$3,500 per location.</p> <p>Our customers will own all of their recorded and uploaded video data, and they can download it at no additional cost at the end or termination of their contract. If our customers prefer to download a large amount of data all at once that consists of several gigabytes or terabytes of video and metadata, we offer a service to help with this. We will supply the storage drive for the customer to download the data onto and there will be a fee of \$89 per 100GB of data downloaded.</p>
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>We have not quoted shipping and handling costs in our price sheet due to the recent high fluctuation of these costs. When our customers reach out to us for a quote, we will provide the shipping and handling costs at that time as a separate line item on the quote. This will allow us to get a more precise quote from FedEx during that time frame, and will also allow our customers to view the shipping and handling quote at that time before they issue a purchase order to us.</p> <p>We typically ship our items via FedEx, and may also use freight shipping for larger items such as our twenty-four bay docking stations. If a lift gate is needed, this will add an approximate \$100 fee to the quote.</p> <p>If our customer requires two-day, overnight, or priority shipping, there will likely be an additional fee for this service. This additional fee will depend on the current FedEx shipping rates at the time.</p> <p>In addition, we also offer a free pickup option for customers who are located near our Headquarters in Lenexa, Kansas, and who prefer to pick up their items from our Shipping Department at no additional cost.</p>
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For freight items that need to be shipped to Alaska, Hawaii, Canada, or other offshore locations, we will reach out to FedEx's freight shipping department to get a freight shipping quote, and will also reach out to other freight shipping companies we have used in the past to get a freight shipping quote. We will offer the freight shipping quote to our customer that is of the best quality and best value.</p>
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Our delivery method is typically standard ground shipping and offered through FedEx.</p> <p>In addition to ground service delivery, we also offer two-day shipping and overnight shipping options. There will likely be an additional fee for this service, depending on the current FedEx shipping rates at the time.</p> <p>We also offer our customers a free pickup option if they are located near our Headquarters in Lenexa, Kansas, and prefer to pick up their items from our Shipping Department at no additional cost.</p>

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Digital Ally has an appointed contract manager who is knowledgeable about the compliance required for our contracts. The contract manager will maintain a written record of the required compliance for the Sourcewell contract and also provide a written compliance record for the Sales Team.</p> <p>The Sales Team will ask Digital Ally's contract manager to review a quote that utilizes Sourcewell's Contract discount pricing to ensure that the participating entities are receiving the proper Contract discount.</p> <p>Digital Ally's contract manager will also be responsible for recording all Contract sales at the end of the quarter, reporting them to Sourcewell, and remitting the payment of the administrative fee to Sourcewell.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Digital Ally's appointed contract manager records and keeps a record of the total sales from our contracts every month and every quarter in an Excel spreadsheet. This information can be provided to our Sales Director to determine if our Sales Team should be marketing a contract more to our customers.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Digital Ally proposes a 1.00% administrative fee.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Digital Ally has provided a Product Packet with complete and detailed descriptions, product photos, and specifications in the Documents upload section.</p> <p>FIRSTVU PRO BODY CAMERA INFORMATION:</p> <p>Digital Ally's FirstVu PRO Body Camera utilizes our most advanced evidence capturing technology. It is a lightweight, one-piece unit that captures full 1080p High-Definition (HD) video. The FirstVu PRO also offers industry-leading features such as livestreaming.</p> <p>Full-Color Touchscreen: Evidence at Your Fingertips: The FirstVu PRO Body Camera has a large 2.4-inch capacitive touchscreen display that brings evidence to your fingertips. Easily review evidence through an intuitive, on-screen interface.</p> <p>Rugged and Reliable - Flawless performance in harsh environments: The FirstVu PRO Body Camera's rugged design is capable of withstanding the harshest of environments. It boasts an IP67 rating that makes it water submersible for thirty (30) minutes at a depth of three (3) feet, while also being resistant to dust and wind. The FirstVu PRO is MIL-STD-810G compliant making it capable of handling drops, shock, and vibration. This Body Camera will function flawlessly in an extremely wide temperature range of -22-degrees F to 131-degrees F.</p> <p>Advanced Image Sensor - Reliable Image Capture:</p>

Capture better video evidence with dual front-facing and rear-facing cameras, improved low-light performance, reduced motion blur, and capture clearer audio with noise reduction technology. The FirstVu PRO is equipped with IR LEDs to perform subject identification up to 16.4 feet/5 meters in complete darkness.

**FirstVu PRO Features:**

- Full-color Touchscreen Display
- Front and Rear-facing Cameras
- Advanced Image Sensor with IR LEDs
- SOS Emergency Button with live streaming ability
- Full HD 1080P Video Resolution
- H.264/H.265 - Highly Efficient Video Compression
- Hot-swappable and Rechargeable Batteries

**What's Included in the Kit:** The FirstVu PRO Kit includes the following:

- FirstVu PRO Body-Worn Camera
- Quick Start Guide
- Wide Fabric Clip
- 5.0vdc/2.0A AC/DC Adapter
- SIM Card Tray Ejection Tool
- USB-C Charging Cable
- Charger Kit: Spare Battery, Dual Bay Charger, 5.0vdc/2.0A AC/DC Adapter, USB-C Charging Cable

**FirstVu PRO Body Camera Notable Features:**

- 3.35"x 2.20"x 1.10", 5.8oz
- 2.4" Full-Color Touchscreen Display
- USB Type-C for charging batteries
- Fully Integrated Functionality with Digital Ally VuLink Technology
- Video Resolution: 1080p (Full HD), 720p (HD), 480p (SD)
- Front and Rear Camera
- Two Microphones
- Audio Includes Noise-Cancelling
- Remote Dispatch Activation and GPS Live Map
- SOS Emergency Button with live streaming ability
- Flashlight
- Still Photo Resolution of up to 40 Megapixels
- Two LED Status Indicators
- Advanced Image Sensor
- 105° Horizontal Field-of-View
- Proprietary Image Distortion Reduction for Wide Field-of-View
- Smart IR LEDs for Low-Light Imaging
- Video Compression: H.264 or H.265 in MPEG-4 Format
- Configurable Pre-Event and Post-Event Recording
- Covert Mode for Disabling LEDs, Audible, and Vibration Notifications
- Drop Tested at 2 Meters
- MIL-STD-810-G (Vibration and Shock)
- IP67 Rated for Dust/Water Protection
- -22°F to 131°F (-30°C to 55°C)
- User-Replaceable Rechargeable Li-Ion Battery (1 Spare Battery Included)
- Internal Backup Battery Allows Hot-Swapping of Main Battery without Interruption of Operation
- Average of 10+ Hours Recording at 720p Resolution on a Single Charge
- 128GB Internal Memory
- Wireless Technologies Include 3G/4G Cellular, GPS, Wi-Fi, Bluetooth
- Wireless Firmware Updates

**SOS Emergency Button with Live Streaming Ability:**

In an emergency, an end user can press and hold the SOS Emergency button for about one second to initiate the following actions:

- The camera will begin recording a video. This video will be marked Important.
- If the camera is included in a Cloud Trigger Group, activating SOS will trigger recording on the other devices in the group.
- A message will pop-up on EVO WEB giving users the option to view a live stream from the camera.
- Using this method, the recording must be stopped with the red Record button before the live stream can be cancelled.

**SMS Messaging:**

A text message can be sent from the FirstVu PRO Body Camera to one or multiple other selected FirstVu PRO Body Camera devices. In addition, a picture may also be attached with the message to show a subject or scene related to a case. Examples could include a missing person, vehicle, suspect, etc.

Firmware Updates:

Firmware updates for the FirstVu PRO Body Camera can be performed when its connected to a QuickVu Docking Station or wirelessly over the air (OTA). If an Auto Firmware Update is available, it will download to the FirstVu PRO and install automatically following a power cycle. Firmware updates can also be pushed manually from the EVO Web GovCloud platform.

FirstVu PRO Mounting Options:

1) Wide Fabric Clip - Ships with FirstVu PRO:

This option allows for mounting to a variety of clothing as well as to MOLLE vests.

2) Magnet Mount with Pin – Optional:

This option allows for mounting on thin layered clothing in areas without any other means of fastening.

3) Strong Magnet Mount – Optional:

This option allows for mounting on thick layered clothing in areas without any other means of fastening.

4) Epaulette Mount – Optional:

This option allows for mounting on shoulder epaulettes.

5) Helmet Mount – Optional:

This option allows for mounting to tactical helmets.

6) Belt Harness Mount, Small and Large – Optional:

Small – Chest size up to 40"

Large – Chest size up to 60"

This mounting option allows for shoulder mounting in areas without any other means of fastening.

QUICKVU DOCKING STATIONS INFORMATION:

QuickVu 8 Docking Station:

The QuickVu 8 Docking Station provides a comprehensive and elegant solution for storing and charging body cameras while also uploading video evidence to the cloud. The QuickVu 8 also allows for rapid reviewing of footage right from the interactive touchscreen display.

Features:

- Built-in interactive touchscreen display
- Cold-rolled steel construction
- Whisper-quiet operation
- Fast offload speeds
- Search videos, photos, and audio
- Playback video
- Edit video event details
- Configurable storage options
- Firmware pushed through the dock
- Houses 8 body cameras

QuickVu 24 Docking Station:

The QuickVu 24 Docking Station is a free-standing unit for storing and charging body cameras while uploading video evidence to the cloud. The sleek design features a retractable housing bay and workstation that allows for rapid reviewing of footage from the 21.5" interactive touchscreen display.

Features:

- Built-in interactive touchscreen display
- Cold-rolled steel construction
- Whisper-quiet operation
- Fast offload speeds
- Search videos, photos, and audio
- Playback video
- Edit video event details
- Configurable storage options
- Firmware pushed through the dock
- Houses 24 body cameras

EVO-HD VEHICLE CAMERA SYSTEM:

Digital Ally's EVO HD is a revolutionary in-car camera system that delivers versatility and reliability for your department and vehicle fleet. With built-in, patented automatic activation technology, the EVO HD In-Car Camera System captures multiple recording angles and is able to sync video with our FirstVu PRO Body Camera – all from a single trigger.

In addition, the FirstVu PRO Body Camera can serve as a dual functionality when it is utilized as a body-worn microphone for both the EVO-HD In-Car Camera System and the FirstVu PRO Body Camera video.

The EVO-HD can be interacted with in many ways:

1. MDT in the vehicle can communicate with the EVO-HD
2. An optional, wired tablet can communicate with the EVO-HD
3. A cell phone can communicate with the EVO-HD

Through the use of a modern web browser, EVO-HD integrates with our GovCloud web-based interface that is both simple and intuitive without the need to install any additional software. To complement that interface is the Three-Button Remote which retains the physical buttons to start, stop, and mark events while taking up very little space. When the MDT interface only option is purchased (no wired tablet), the EVO-HD system will come with the Three-Button Remote, an extra Ethernet cable, and USB-to-Ethernet adapter.

The EVO-HD may also be interacted with wirelessly. Once booted up, the system broadcasts a Wi-Fi connection that an MDT in the vehicle, a tablet, or cell phone can connect to. If the external USB Wi-Fi adapter is utilized, this wireless connection is always available while the system is powered on.

Paired with our included remote service capabilities, the EVO HD In-Car Camera System maximizes space and offers top-end reliability. The EVO-HD is highly customizable and through configuration, can be tailored to fit almost any need and use case.

Completely New and Highly Advanced:

The EVO-HD In-Vehicle Camera System maximizes space and offers consistent reliability paired with remote access and support capabilities. The miniaturized system can be custom mounted to fit your department's needs. The EVO-HD can support up to four high-definition cameras with two cameras having simultaneous pre-event and Evidence Capture Assurance (ECA) capabilities. Since the EVO-HD is a GovCloud connected device, it can automatically update firmware over-the-air (OTA) via Wi-Fi.

Live View:

For each camera that is configured and connected to the EVO-HD system, each camera stream can be viewed in near real-time one at a time. The camera stream can be viewed on an MDT or the wired tablet.

Events and Tags:

For each event recording there is profile information that can be added in addition to the event tag list. This profile information includes age, ethnicity, gender, and a reference number. The event tag list will reflect all event tags that have been configured for use through the EVO-Web GovCloud account. An unlimited number of tags can be created and configured.

Mobile Page for Smartphone and Tablets:

A Mobile Page feature is included for agencies who are using mobile devices such as tablets and smartphones for the EVO-HD MDT interface. The Mobile Page is a simplified interface that can be used on touchscreen devices like phones or tablets, but also works well within a smaller browser window on an MDT. This interface allows for starting and stopping recordings, adding marks during a recording, and live viewing of each camera stream.

Crystal Clear Audio: Multiple Microphone Options:

Choose between a wireless microphone that can capture audio up to 1,000 feet from the vehicle, or pair a FirstVu PRO Body Camera with EVO-HD as the audio source. The infrared utility back-seat camera is also equipped with built-in HD audio.

Enhanced Video: High Quality 1080p HD Video:

The EVO-HD In-Vehicle Camera System can support up to four High-Definition (HD) 1080p cameras. Customize the solution with multiple camera options including a road facing, back-seat or weather resistant external camera.

Built-in Patented Automatic-Activation Technology

Digital Ally's patented VuLink bi-directional automatic activation technology is built into the EVO-HD. Since the VuLink connectivity is bi-directional, this allows the EVO-

HD and FirstVu PRO to cross activate; starting a recording on one device will trigger the other device to record. The available triggers on the EVO-HD, Cloud Trigger Groups, and the Record button on the FirstVu PRO can be used to start a recording on both devices simultaneously. The EVO-HD can capture multiple recording angles in sync from both a FirstVu PRO Body Camera and an EVO-HD In-Vehicle Camera System – from multiple customized triggers.

**Critical Capture: Never Miss an Important Event - Dispatch Activation:**

Dispatch operators can remotely start a recording of any EVO-HD or FirstVu PRO Body Camera and see its location on a map. This feature allows a few basic controls of the EVO-HD and will also show its status in the field. This includes starting a recording and capturing extra metadata to better link a video event to a call; primarily capturing the Call for Service Number.

**Pre-Event:**

When enabled, the system will record up to the previous 60 seconds leading up to the activation of a recording.

**Evidence Capture Assurance (ECA):**

When enabled, ECA provides a continuous loop of recording that allows an agency to go back and look at video from an entire shift. This feature is useful for capturing evidence when the end user is not aware of an active incident, is away from the vehicle, in the event of a record trigger malfunction, etc.

The space limit allocated to ECA recordings is configurable from the total available. Any remaining space is partitioned and used for triggered or manual event recordings. ECA works on a first-in-first-out basis, meaning these events will remain on the EVO-HD device's memory before they are overwritten by newer ones.

**Storage:**

The EVO-HD system comes with 256GB of internal storage. The Storage window provides a visual bar indicator for storage usage. Just below the bar, the amount of storage allocated and used by ECA recordings (if enabled) is shown, along with how much storage is used by video Events. The number of Event recordings stored on the system is shown at the bottom of this window.

**EVO-HD In-Car Camera System Features:**

Digital Ally's EVO-HD maximizes space and offers top-end reliability paired with remote access and service capabilities. The EVO-HD features our patented, built-in VuLink cross automatic activation technology. It will capture multiple recording angles that are in sync from both a FirstVu PRO Body Camera and an EVO-HD In-Car Camera System – from multiple customized triggers.

The EVO-HD In-Vehicle Video System will include the following features:

- External road-facing camera with 10x variable optical zoom
  - Wide-angle backseat camera with IR illumination
  - Built-in covert mic for wide-angle backseat camera
  - Capable of recording full HD on up-to 4 channels simultaneously
  - Optional external wired touchscreen tablet with 7" color display
  - Wireless Microphone with up-to 1,000-foot range
- in typical environments
- Recordings can be started via any of the following:
    - Automatically by the G-force sensor
    - GPS coordinates via Geofencing
    - Vehicle speed
    - Triggered sensors (sirens, lights, gun lock, etc.)
    - Manually via Record button on Three-Button Remote, wired tablet, or MDT
    - Wireless Microphone
    - Remotely from the EVO-Web GovCloud account
  - Recordings end by manually pressing the Record Button on the wired tablet, Three-Button Remote, or MDT
  - Pre-event recording will capture up to 60 seconds of video prior to the start of a recording; pre-event record time is adjustable in 6-second increments
    - Records audio and video metadata, including device serial number, vehicle speed, date, time, sensors, radar readings, GPS coordinates, and more
    - Automated wireless upload of video events to the Amazon Web Service (AWS) GovCloud via the on-board (802.11n2.4GHz) or external USB Wi-Fi adapter (802.11ac 2.4GHz/5GHz dual-band capable)
    - Configurations and device updates are pushed via integrated cell modem to EVO-HD
    - Secure user login to EVO-HD
    - User may add profile and event information while in review mode on EVO-HD
    - Integrated playback controls for in-vehicle viewing
    - LED and LCD status indicators
    - Sensor harness allows multiple automatic record trigger options

- EVO-WEB GovCloud storage to organize and view video events and advanced device configuration

#### EVO-HD Built-in Automatic Activation:

Internal VuLink technology included in the EVO-HD: Patented Automatic Activation Digital Ally's VuLink was the first product on the market to fully integrate in-car cameras and body worn video. The patented automatic activation technology behind VuLink enables wireless automatic activation of your In-Car Camera, Wireless Microphone, and Body Camera.

#### VuLink Technology Features:

- View all related video feeds at the same time: Video from both the In-Car and Body Camera will sync
- Hands Free: Automatically activates Body Camera and In-Car Camera Systems
- Eliminates Distractions: Reduce incidents of user-error and the need to continuously record

#### Most Common VuLink Triggers:

- GPS coordinates via Geofences
- Vehicle speed (speed limit)
- IO sensor harness (sirens, emergency lights, covert switch, door switch, gun lock, etc.)
- Manually by using the Record Button from the MDT, wired tablet, or Three-Button Remote
- Remotely via the wireless microphone
- Remotely via the FirstVu PRO Body Camera
- Remotely via the EVO-Web Cloud Trigger feature
- G-Force or Impact Events
- Seat Belt
- Emergency Radio Switch
- Motorcycle Kickstand
- Motorcycle Handlebar Switch
- Trunk Latch
- Fire Suppression Systems
- Doors
- 12 Volt Relay

#### EVO-HD Upload System and Firmware Updates: Automatic Wireless Uploads:

The EVO-HD In-Car Camera System is designed to offload event recordings exclusively via wireless upload. By utilizing wireless offloads, the chain of custody is preserved and prevents any potential tampering of videos. The upload process is secured over HTTPS through a 256-bit signed certificate and is further obscured by the use of Amazon Web Services' multi-part upload, ensuring a secure wireless transfer to the EVO-Web GovCloud.

When a vehicle is turned off and in range of a configured Wireless Access Point, or enters a configured Wi-Fi Geofence, the EVO-HD will automatically go into upload mode and connect to the Access Point. From there, an upload progress window will pop up showing status messages of the wireless offload and the progress on each file. If no other interaction is done with the EVO-HD, the wireless offloads will continue until all event files are offloaded or until the maximum ignition off time expires. If a user leaves with the vehicle, the upload progress will be resumed from where it left off when the vehicle returns; no data loss or reuploading of files will occur due to interrupting the upload.

#### Upload Features:

- Secure and Automatic file transfer upon successful connection to the network.
- Automatic removal of files from the internal memory after the files are successfully transferred and verified for integrity.
- If the connection to the network is lost, or if the transfer is interrupted, the files will be saved, and the transfer will resume when reconnected to the network.
- After successful transfer from the camera system to the cloud, the files will be automatically uploaded into EVO Web GovCloud.
- All file transfers will be logged for a complete audit trail.
- During a wireless upload, a SHA-256 checksum is initiated to validate and ensure the integrity of the video file during the file transfer.
- File integrity check function identifies if a file has been altered or is corrupted.
- Integrity Check Report can be quickly generated to illustrate detailed information.
- Automated file transfer assures chain of evidence.
- Chain of Custody reports can be generated as an unalterable, encrypted PDF file to illustrate all activity associated with the recorded event file.

**Uploading Priority Events:**

The upload of a single video event or multiple video events can also be manually initiated by an end user from the EVO-HD while it is within range of a configured Wireless Access Point. This allows an end user to offload specific events such as high-profile incidences before the automatic upload process uploads the remaining events, or to upload all events without turning the vehicle ignition off, which is often the case for agencies in hot or cold climates.

**Ignition Shutdown Timer to Enable Complete Video Uploads:**

The Ignition Shutdown Timer specifies the amount of time the EVO-HD remains fully powered when the vehicle ignition goes from ON to OFF. If set to zero, the Ignition Shutdown Timer is disabled. If set to Unlimited, the system will remain powered on indefinitely until manually shut down.

During the Ignition Shutdown Timer, the EVO-HD is fully powered and operational. This includes all internal functions and connected devices. If the EVO-HD is wirelessly offloading video events when the Ignition Shutdown Timer expires, the system will remain fully powered until the offload is complete or until the Maximum Ignition Off Timer expires. If the vehicle ignition switches on before the timer expires, the Ignition Shutdown Timer is canceled and will start over again when the ignition is turned off.

**Firmware Updates:**

Since the EVO-HD is a cloud connected device, when there is a firmware update available to the system it will receive that update over-the-air (OTA). Once an update is available, the system will download the update via Wi-Fi at the beginning of the next wireless upload session. After it is downloaded, the EVO-HD will automatically go through the update process and return to normal operation. If a firmware update needs to be applied through another method other than the automatic OTA, the firmware update can be accomplished via a USB flash drive.

**What's Included in the EVO-HD Kit:****1) EVO-HD Base****Includes:**

- Main Power Cable
- Interface Sensor Harness
- Inline Fuse Kit

**2) Standard Two-Camera Kit, 10X Zoom & Wide-angle  
(Option to upgrade to four total cameras)****Includes:**

- (2) 20ft Shielded Ethernet Cables
- 10X Front Facing Zoom Camera
- Backseat Fixed Focus Camera with Microphone

**3) MDT Interface Cable Kit****Includes:**

- 20ft Shielded Ethernet Cable
- USB-to-Ethernet Adapter

**4) Wireless Microphone Kit**

(If FirstVu PRO Body Camera is not used as the wireless body-worn microphone)

**5) 4-Port PoE Ethernet Switch****6) 3-Button Remote, 16ft****Includes:**

- 1" Ball Mount, Dual-Lock Fastener
- LED status indicators for active recording and powered on status of the EVO-HD
- Button for Record, Stop, Mark, Brightness Controls

**7) USB Dual-Band Wi-Fi Adapter****8) 4-in-1 Antenna, Stud Mount, 3m (9.8ft)****Optional Add-On Items:****a) 8-Port PoE Ethernet Switch****b) Touchscreen Tablet Display w/ Ball Mount**



- c) 4-in-1 Antenna, Stud Mount, 3.7m (12.1ft)
- d) 4-in-1 Antenna, Stud Mount, 5m (16.4ft)
- e) Extension Cables in 2ft, 10ft, and 20ft
- f) Visor Mounting Plate  
Available in:
  - Thin Style
  - Wide Style
  - For Ford Vehicles
- g) Suction Cup Mount with Lanyard
- h) 2.5" Round Fixed Ball Mount
- i) Double Socket Arm, 1.75in, 3in. or 5.25in
- j) Double Socket Swivel Arm, 3.5in

#### INTERVU ROOM CAMERA SYSTEM INFORMATION:

Digital Ally's InterVu Room Camera System includes a 4K 360-degree dome camera that provides an overview of the interview room with point-to-zoom technology, two preset zoomed in view cameras with point-to-zoom technology, and one 2MP Wall-Mounted Camera with an internal Microphone. The 4K Ultra HD dome camera will provide six (6) views of the interview room. A 5.5-inch Touch Screen Android Tablet to start/stop recordings and monitor recordings in progress will also be included. In addition, a Gigabit VPN Router, 8-port Gigabit PoE+ Switch, and a Recording In Progress Indicator will be included with the InterVu Room Camera System.

Our InterVu Room Camera System design is flexible and will allow the Parsons Police Department to have it built to meet its specific needs. More than one dome camera and more than one covert wall plate camera can be added to each interview room. The 2MP Covert Camera with Microphone can be mounted inside the wall and will be enclosed with a metal plate. The internal microphone in this covert wall-mounted camera will provide redundant audio capture to the omnidirectional boundary microphone that is also included in the System. The covert wall-mounted camera in the wall plate will provide a line-of-sight view of the interviewee to accompany the camera view from the 4K Ultra HD Dome Camera.

Our EVO Web GovCloud solution integrates with our InterVu Room Camera System and includes Unlimited Data Retention. This allows the InterVu Room Camera videos to be on the same platform as the EVO-HD In-Car Video System and FirstVu PRO Body Camera videos.

#### InterVu Room Equipment Specifications:

- 1) Ceiling Mounted 4K Fisheye Dome Camera
  - 360° 3000 x 3000 aerial view of interview room
  - Multiple 1920 x 1080 PTZ video feeds
  - Includes Audio
- 2) Wall Mounted Camera and Microphone
  - 2MP Camera and Microphone
  - Additional Audio Source for redundant audio recording
  - Flush Mounted Separately in single gang wall plates
- 3) Touch Screen Android Tablet
  - 5.5-inch Touch Screen to initiate / stop recording
  - Recording In Progress Banner Displayed while room is in use
- 4) Gigabit VPN Router
  - 2 x Gigabit WAN/LAN Ports
  - Manages multiple internet connections/networks
  - Provides isolated LAN from existing network
- 5) 8 Port PoE+ Switch

- 2 x PoE+ Gigabit Ethernet Ports
- 4 PoE Ports typical per Interview Room

6) Recording In Progress Indicator

- Low voltage diffused LED Light
- PoE to 12V Adapter included

EVO WEB GOV CLOUD SOLUTION INFORMATION:

Powered by Amazon Web Services (AWS) GovCloud, our EVO Web GovCloud cloud solution is the most secure cloud platform on the market with features that go beyond storing and reviewing video evidence. EVO Web GovCloud solution enables quick and easy management of digital video evidence across all of Digital Ally's products. EVO Web GovCloud is utilized for playing back, reviewing, downloading, archiving, unit configuration and management, running customizable reports, and chain of custody logs.

EVO Web will also include Redaction, Case Management, and a Share Portal at no cost.

EVO Web GovCloud Features:

- Audio/Video Redaction
- Remote Dispatch Automatic Activation
- Chain of Custody reporting
- Detailed reporting
- Device and user management
- Video Sharing
- Video Editing and Event Tagging
- Case Management
- AWS GovCloud

ProVu Share Portal:

The EVO Web Share Portal offers complete connectivity. Connect District Attorneys and Prosecutors to securely request and review video evidence remotely from multiple agencies. All video requests and acknowledgement receipts will be logged into the Chain of Custody Report associated with the requested video.

Over the Air Updates:

Over the air updates are included to simplify management of the cloud solution. As new features are developed, hardware/software updates will automatically be downloaded over-the-air when the Body Cameras are connected to Wi-Fi. System configurations can be updated at any time through the integrated cell connection.

Audio and Video Redaction:

Redaction is included with frame-by-frame detection at no cost with the EVO Web GovCloud solution. Powered by Pixel Forensics, redact all sensitive audio and video evidence with the click of a button. Select what should be redacted from a single frame and this powerful software will redact the selection throughout the video.

Dispatch Activation:

Dispatch Activation with remote activate recordings is also included at no additional cost with the EVO Web GovCloud solution. In the event of lost communication with an officer, a dispatcher can remotely activate the recordings of multiple EVO-HD systems and FirstVu PRO Body Cameras. In addition, Dispatch Activation allows the GPS location and status of the cameras to be viewed on a live map remotely back at the station.

VuLink Sync Player:

EVO Web GovCloud solution includes a multi-angle playback. Simultaneously playback and review multiple recording angles from both the in-car cameras and body-worn camera – all in one view. Choose between audio sources like the body-worn camera or backseat camera to gain clarity during critical events.

Administrative Service Capabilities:

Fleet location and status can be viewed at a glance. All systems fleet wide can be viewed from a single page to ensure they are properly configured and synced.

Mapping & Geofencing:

Mapping and Geofencing in EVO Web GovCloud can be viewed in near real-time. Monitor the current location and status of the entire fleet of vehicles from one centralized platform in near real-time. Set up custom Geofence Zones to automatically start recordings or initiate video uploading when a camera system either enters or leaves the designated zone.

		<p>Cases: EVO Web GovCloud includes a file repository for Case Management. When reviewing events, users can add video evidence, pictures, PDFs, and notes into one centralized location called Cases. All related documents and files regarding the case can be seamlessly shared with one click of a button.</p> <p>SMS Messaging: A text message can be sent from the FirstVu PRO Body Camera to one or multiple selected FirstVu PRO devices. A picture may also be attached with the message. Examples could include a missing person, vehicle, suspect, etc.</p> <p>Cloud Trigger Group: The EVO-HD In-Car Cameras and FirstVu PRO Body Cameras can be placed in a Cloud Trigger Group so that starting a recording on one camera will trigger a recording on the other cameras within the configured radius of the same Cloud Trigger Group.</p> <p>Live Streaming Capability: The FirstVu PRO Body Camera will start a recording which, in addition to creating a video file, will also stream the video live to the Streaming Player on EVO Web GovCloud. If the camera selected is included in a Cloud Trigger Group, Live Streaming will trigger recording on the other devices in the group. Live Streaming is an optional add-on feature.</p> <p>Amazon Web Services Cloud Security: Amazon Web Services (AWS) offers security features that simply cannot be replicated. AWS is required to be more secure than any single business, as one failure could cause irreparable damage to their prominence in the field and put them out of business. They are entrusted to provide cloud services for the Department of Justice, CIA, Defense Digital Services for the US Air Force, U.S. Department of Treasury, U.S. Department of Homeland Security, NASA JPL, and many other types of businesses.</p> <p>AWS manages multiple compliance certificates and programs for its cloud storage solution, including CJIS, SOC1, SOC2, SOC3, FedRamp, ITAR, etc. A complete description of AWS security and compliance programs can be found at <a href="https://aws.amazon.com/compliance/programs/">https://aws.amazon.com/compliance/programs/</a>.</p> <p>The components of EVO Web GovCloud service are isolated and accessible only from the approved IP address of our portal server. User authentication and access to user data and digital media is granted solely through the portal server. Utilizing strong SSL, all web requests to the portal server and returned content are encrypted. Data at rest and data in transit are both encrypted with AES-256 encryption.</p> <p>Session-based and always changing encryption is in place for all HTML transactions and application content to further obscure any data patterns. All user and digital media activity is logged and scrutinized for malicious intent and a series of checks and balances is used to prevent unwanted activity within an account. Digital Ally maintains login monitoring that will cause a lock-out condition if too many logins are tried too quickly. Passwords are also salted and hashed on our server and in the database.</p> <p>AWS includes Environmental Security and Disaster Recovery Service at no additional cost. Nowadays, anyone is susceptible to inadvertently opening an email with ransomware that can compromise data on the entire network. There have been some cases where video data was held for ransom when ransomware was unintentionally downloaded from an email. AWS' priority is to prevent this from happening and to protect your data from unauthorized individuals. AWS security platforms also host around-the-clock surveillance to ensure data locations are secure. In case of natural disasters or hardware failure, automated processes move data traffic away from the affected area to an alternate secure location. AWS is designed to tolerate system or hardware failures with minimal to no impact to users.</p>
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Our subcategories include:</p> <ol style="list-style-type: none"> <li>1) Body Cameras and Accessories</li> <li>2) Automatic Activation for Body Cameras</li> <li>3) Vehicle Cameras and Accessories</li> <li>4) Cloud and Camera Bundles</li> <li>5) Interview Room Camera Systems</li> </ol>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can provide in-car camera systems, body camera systems, mounts, docking stations, and accessories.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can provide interview room camera systems that are permanently mounted and designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	*
73	Video capable threat and weapons detection.	<input type="radio"/> Yes <input checked="" type="radio"/> No	We anticipate having this technology available for purchase by November 2023.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer many options for related equipment. This includes automatic activation devices, monitors, microphones, mounts, docking stations, etc.	*
75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a technology, data storage, advanced analytics, redaction, share portal, case management, and applications for GovCloud-based solutions that are complementary and completely integrate to the solutions in 71-73 above.	*
76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer many different accessories that complement the offerings above. This includes docking stations, chargers, cables, adapters, clips, mounts, batteries, and harnesses.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer services complementary to the offering above. This includes training, installation, and administration of our warranty program.	

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	

78	Describe the security features of your proposed solutions in relation to data security.	<p>Amazon Web Services GovCloud Security:</p> <p>Amazon Web Services (AWS) offers security features that simply cannot be replicated. AWS is required to be more secure than any single business, as one failure could cause irreparable damage to their prominence in the field and put them out of business. They are entrusted to provide cloud services for the Department of Justice, CIA, Defense Digital Services for the US Air Force, U.S. Department of Treasury, U.S. Department of Homeland Security, NASA JPL, and many other types of businesses.</p> <p>AWS manages multiple compliance certificates and programs for its cloud storage solution, including CJIS, SOC1, SOC2, SOC3, FedRamp, ITAR, etc. A complete description of AWS security and compliance programs can be found at <a href="https://aws.amazon.com/compliance/programs/">https://aws.amazon.com/compliance/programs/</a>.</p> <p>The components of EVO Web GovCloud service are isolated and accessible only from the approved IP address of our portal server. User authentication and access to user data and digital media is granted solely through the portal server. Utilizing strong SSL, all web requests to the portal server and returned content are encrypted. Data at rest and data in transit are both encrypted with AES-256 encryption.</p> <p>Session-based and always changing encryption is in place for all HTML transactions and application content to further obscure any data patterns. All user and digital media activity is logged and scrutinized for malicious intent and a series of checks and balances is used to prevent unwanted activity within an account. Digital Ally maintains login monitoring that will cause a lock-out condition if too many logins are tried too quickly. Passwords are also salted and hashed on our server and in the database.</p> <p>AWS includes Environmental Security and Disaster Recovery Service at no additional cost. Nowadays, anyone is susceptible to inadvertently opening an email with ransomware that can compromise data on the entire network. There have been some cases where video data was held for ransom when ransomware was unintentionally downloaded from an email. AWS' priority is to prevent this from happening and to protect your data from unauthorized individuals. AWS security platforms also host around-the-clock surveillance to ensure data locations are secure. In case of natural disasters or hardware failure, automated processes move data traffic away from the affected area to an alternate secure location. AWS is designed to tolerate system or hardware failures with minimal to no impact to users.</p>
79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	<p>Digital Ally's EVO Web GovCloud solution is the most secured cloud platform on the market with features that go beyond storing and reviewing video evidence. EVO Web GovCloud enables quick and easy management of digital video evidence across all Digital Ally's products. EVO Web GovCloud is utilized for playing back, reviewing, downloading, archiving, unit configuration and management, running customizable reports, and chain of custody logs.</p> <p>EVO Web will also include Redaction, Case Management, and a Share Portal at no additional cost.</p> <p>EVO Web Portal Features:</p> <ul style="list-style-type: none"> <li>- Audio/Video Redaction</li> <li>- Chain of custody reporting</li> <li>- Detailed reporting</li> <li>- Device and user management</li> <li>- Video Sharing/Editing</li> <li>- Case Management</li> <li>- AWS GovCloud</li> </ul> <p>EVO Web GovCloud is securely hosted in the cloud by Amazon Web Services (AWS) and is CJIS and FedRAMP compliant. Digital Ally's proposed solution is completely scalable and does not have a limit to the number of cloud licenses that can be issued. An unlimited number of administrators, end users, and cameras can be given a cloud license in our EVO Web GovCloud solution.</p> <p>Digital Ally's EVO Web GovCloud can be accessed on any workstation or device that can connect to the Internet. An end user with the proper security permissions can log onto the EVO Web GovCloud platform on a computer, smartphone, tablet, laptop, or MDT using a modern web browser.</p> <p>EVO Web GovCloud Features:</p> <p>Account Setup:</p>

The EVO Web GovCloud Subscription includes account setup and training by Digital Ally's Sales Engineering team. At least one of our Sales Engineering team members will be dedicated to setting up the account, scheduling a training session with the customer's account administrator, and provide short-term support after the deployment is complete should any issues arise. During the Administrator training session, training on how to add in users, devices, tags, configurations, security groups, and more will be covered. This includes setting up at least one user, device, and device configuration. In addition to covering the majority of important items within EVO Web GovCloud and its use, a training session on the camera hardware will also be performed.

#### Configure Devices and End User Security Settings:

The appointed System Administrator(s) will configure the camera devices and individual end user settings or group end user settings. After a device has been added into the EVO Web GovCloud, a configuration will then be made and assigned to the device. The last step is to apply the configuration. Configurations of camera devices and end user settings will be done directly on the EVO Web GovCloud platform. EVO Web GovCloud has a checkbox to assign the same configuration to multiple devices so that each device doesn't necessarily need to be configured individually.

#### Over the Air Updates:

Over the air updates for new firmware and configuration updates are included to simplify management of the cloud solution. As new features are developed, hardware/software updates will automatically be downloaded over-the-air when the Body Cameras and In-Vehicle Cameras are connected to Wi-Fi. System configurations can be updated at any time through the integrated cell connection.

#### ProVu Share Portal:

The EVO Web GovCloud Share Portal offers complete connectivity. Connect District Attorneys and Prosecutors to securely request and review video evidence remotely from multiple agencies. All video requests and acknowledgement receipts will be logged into the chain of custody report associated with the requested video.

#### Audio and Video Redaction:

Redaction is included with frame-by-frame detection at no cost with the EVO Web GovCloud solution. Powered by Pixel Forensics, redact all sensitive audio and video evidence with the click of a button. Select what should be redacted from a single frame and this powerful software will redact the selection throughout the video.

#### Dispatch Activation:

Dispatch activation with remote activate recordings is also included at no cost with the EVO Web GovCloud solution. In the event of lost communication with an end user, a dispatcher can remotely activate the recordings of multiple In-Vehicle Camera systems and Body Cameras.

#### VuLink Sync Player:

EVO Web GovCloud solution includes a multi-angle playback. Simultaneously playback and review multiple recording angles from both the In-Vehicle Cameras and Body Camera – all in one view. Choose between audio sources like the Body Camera or backseat camera to gain clarity during critical events.

#### Administrative Service Capabilities:

Fleet location and status can be viewed at a glance. All systems fleet-wide can be viewed from a single page to ensure they are properly configured and synced.

#### Mapping & Geofencing:

Mapping and geofencing in EVO Web Portal can be viewed in near real-time. Monitor the location of the entire fleet of vehicles from a one centralized platform in near real-time. Set up custom geofence zones to automatically start recordings when either an Trooper enters or leaves the designated zone

#### Cases:

EVO Web GovCloud includes a file repository for Case Management. When reviewing events, users can add video evidence, pictures, PDFs, and notes into one centralized location called Cases. All related documents and files regarding the case can be seamlessly shared with one click of a button.

80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Digital Ally has an Application Program Interface (API) that can be utilized to connect to other vendor software for CAD/RMS systems. We would have to create a service contract and determine the development time needed to integrate our system with the existing CAD/RMS systems. Digital Ally will work with our customer to determine exactly which features and information are needed to integrate with our systems. This level of integration will determine what the final cost will be.
81	Describe how your system allows for secured sharing of videos – file sharing systems.	<p>A Share Portal named ProVu Share Portal is included at no additional cost with Digital Ally's EVO Web GovCloud solution. The ProVu Share Portal gives the ability to share video and/or whole cases internally to end users between locations, internal stakeholders, and other stakeholders (e.g., prosecutors and attorneys).</p> <p>Each share gives temporary access to the items that are being shared with full control given to the customer over when that temporary access expires. Internal contacts and external contacts can be given a dedicated user account and website to log into to view the shared video and/or case.</p> <p>These share users are separate from the end users within the EVO Web GovCloud account and are provided at no additional charge.</p> <p>Once the share user is logged into the ProVu Share Portal, the user can select from a list of all active shares available to them. If a share expires, it is no longer in the list of available shares and not accessible. The expiration date of a shared video or case can be modified at any time by a System Administrator. This includes re-enabling access to expired shares.</p> <p>Our ProVu Share Portal also allows full control over download and edit permissions. Access to download video or to add notes to a share can be allowed or denied to both internal and external contacts.</p> <p>Chain of custody is maintained with the ProVu Share Portal because video and cases never leave the EVO Web GovCloud platform. Internal and external contacts will have their full activity logged when accessing, viewing, segmenting, redacting, downloading, and/or editing any share.</p> <p>In addition to the ProVu Share Portal, video events can be shared via email if the sharer has the proper security permissions to share video. Email shares are a quick and simple way to share video and do not require creating additional accounts or managing credentials. Video shared via email can be assigned an expiration date as well. While the Chain of Custody reporting for email shares is not as robust as it is for the ProVu Share Portal, when a share is accessed or the files within downloaded, the user's IP address is logged with the date and time and the action performed.</p>
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	<p>EVO Web GovCloud is securely hosted in the cloud by Amazon Web Services (AWS) and is CJIS and FedRAMP compliant.</p> <p>AWS manages multiple compliance certificates and programs for its cloud storage solution, including CJIS, SOC1, SOC2, SOC3, FedRAMP, ITAR, etc. A complete description of AWS security and compliance programs can be found at <a href="https://aws.amazon.com/compliance/programs/">https://aws.amazon.com/compliance/programs/</a>.</p> <p>The components of EVO Web Portal cloud service are isolated and accessible only from the approved IP address of our portal server. User authentication and access to user data and digital media is granted solely through the portal server. Utilizing strong SSL, all web requests to the portal server and returned content are encrypted. Data at rest and data in transit are both encrypted with AES-256 encryption.</p> <p>Session-based, always changing encryption is in place for all HTML transactions and application content, further obscuring any data patterns. All user and digital media activity is logged and scrutinized for malicious intent and a series of checks and balances is used to prevent unwanted activity within an account. Digital Ally maintains login monitoring that will cause a lock-out condition if too many logins are tried too quickly. Passwords are also salted and hashed on our server and in the database.</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 83. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - 1. Price Sheet - Sourcewell contract bid.pdf - Thursday October 12, 2023 01:24:06
  - [Financial Strength and Stability](#) - 2. 2022 Annual Report.pdf - Thursday October 12, 2023 01:26:59
  - [Marketing Plan/Samples](#) - 3. Contract Purch website.pdf - Thursday October 12, 2023 12:28:43
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - 5. Limited Warranty info.pdf - Thursday October 12, 2023 01:24:31
  - [Standard Transaction Document Samples](#) - 6. Terms of Sale & Website Servs and Cloud SLA.pdf - Thursday October 12, 2023 12:32:07
  - [Upload Additional Document](#) - 7. Complete Product Info and Specs.pdf - Thursday October 12, 2023 01:25:37
  - Requested Exceptions (optional)



## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chris Hartl, Director of Sales, Digital Ally, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_11_RFP_101223_Public_Safety_Surveillance</b> Thu October 5 2023 08:32 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_10_RFP_101223_Public_Safety_Surveillance</b> Mon October 2 2023 03:56 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_RFP_101223_Public_Safety_Surveillance</b> Tue September 26 2023 03:16 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_RFP_101223_Public_Safety_Surveillance</b> Thu September 21 2023 04:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_RFP_101223_Public_Safety_Surveillance</b> Thu September 21 2023 07:35 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_RFP_101223_Public_Safety_Surveillance</b> Wed September 20 2023 12:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_RFP_101223_Public_Safety_Surveillance</b> Mon September 18 2023 03:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_RFP_101223_Public_Safety_Surveillance</b> Fri September 15 2023 10:52 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_RFP_101223_Public_Safety_Surveillance</b> Tue September 5 2023 03:47 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_RFP_101223_Public_Safety_Surveillance</b> Fri August 25 2023 01:53 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_RFP_101223_Public_Safety_Surveillance</b> Fri August 25 2023 11:11 AM	<input checked="" type="checkbox"/>	2