

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus five years.

Example: If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.

- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public

and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by

TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or

in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the

TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name Digital Ally, Inc.

Address 14001 Marshall Dr

City Lenexa State KS Zip 66215

Phone 913-814-7774 Fax 913-814-7775

Email of Authorized Representative bids@digitalallyinc.com

Name of Authorized Representative Greg J. Dyer

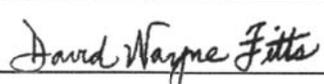
Title Vice President of Sales

Signature of Authorized Representative 

Date 2/16/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5-23-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



220105 Addendum 1 Digital Ally, Inc. Supplier Response

Event Information

Number: 220105 Addendum 1
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/25/2022 03:00 PM (CT)
Notes:

IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("200105") OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO NOT HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.

TIPS 190103 Web and Cloud Computing Services

· **TIPS 181203 Management Software and Services**

· **TIPS 181204 Notification Systems**

TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

Digital Ally, Inc. Information

Address: 9705 Loiret Blvd
Lenexa, KS 66219
Phone: (913) 814-7774
Fax: (913) 814-7775
Toll Free: (800) 440-4947
Web Address: www.digitalallyinc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Greg J. Dyer

Signature

Submitted at 2/25/2022 1:52:47 PM

bids@digitalallyinc.com

Email

Supplier Note

If you have any questions, please feel free to reach out to Nicole Leiker at bids@digitalallyinc.com or 913-814-7774. Thank you.

Requested Attachments

Agreement Signature Form

1. Agmt Sign Form_Digital Ally.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

2. Pricing Form 2_Digital Ally.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

4. Reference Form_Digital Ally.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

6. Proposed Goods & Servs_Digital Ally.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty

8. Limited Warranty_Digital Ally.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

9. Vendor Agmt_Digital Ally.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

10. Pricing Form 1_Digital Ally.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Supplementary

11. Supplementary_Digital Ally.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

12. Logo_Digital Ally.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo

Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

13. Cert of Corp Offerer Form_Digital Ally.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

15. Confidentiality Claim Form_Digital Ally.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

16. W-9 form_Digital Ally.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Response Attachments

Catalog Pricing Sheet_Digital Ally.pdf

Digital Ally's Catalog Pricing Sheet

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="YES"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="Yes"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
5	Company and/or Product Description: This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="Digital Ally provides law enforcement agencies, commercial fleet companies and event security teams with the highest quality video solutions and software management. Product lines include body-cameras, vehicle video systems, IP video surveillance systems, flexible storage solutions and patented VuLink® automatic activation technology."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Nicole Leiker"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Bid Specialist Manager"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="bids@digitalallyinc.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9138147774"/>

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9138147775"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="JT Taub"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="Regional Sales Manager"/>
-----------	--

14	Secondary Contact Email Secondary Contact Email <input type="text" value="sales@digitalallyinc.com"/>
-----------	--

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9138147774"/>
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16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Nicole Leiker"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="nicole.leiker@digitalallyinc.com"/>
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20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9138147774"/>
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21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="JT Taub"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="sales@digitalallyinc.com"/>
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23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9138147774"/>
-----------	---

24	Company Website Company Website (Format - www.company.com) <input type="text" value="No response"/>
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25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
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26	Primary Address Primary Address <input type="text" value="14001 Marshall Dr"/>
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27	Primary Address City Primary Address City <input type="text" value="Lenexa"/>
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28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="Kansas"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="66215"/>
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3
0 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

camera, video, body camera, body worn camera, in-car video, in-car camera, in-vehicle camera, in-vehicle video, dash camera, fleet management, fleet, tracking, vehicle locator, avl, gps

3
1 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

3
2 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

3
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Lenexa

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

Kansas

**3
5 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

**3
6 MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

**3
7 Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

**3
8 TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3 **Yes - No**

9

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

4 **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

0

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

4 **Additional Discounts?**

1

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4 **Years in Business as Proposing Company**

2

Years in business as proposing company?

4 **Resellers:**

3

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

4 **Right of Refusal**

4

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

4 **NON-COLLUSIVE BIDDING CERTIFICATE**

5 By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

6 Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 **Filing of Form CIQ**

7 If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 **Regulatory Standing**

8 I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 **Regulatory Standing**

9 Regulatory Standing explanation of no answer on previous question.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

5
1

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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2

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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3

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

5
4

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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6

2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

5
7

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5
8

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5
9

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

6
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2 CFR PART 200 Procurement of Recovered Materials

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 CFR part 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6
1 **2 CFR PART 200 Rights to Inventions**

If the Federal award meets the definition of “funding agreement” under 37 CFR §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 CFR Part 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.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6
2 **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

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3 **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 4 2 CFR PART 200 Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

6 5 FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

6 6 Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

6 **Certification Regarding Lobbying**

7 Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6 **If you answered "I HAVE lobbied" to the above Attribute Question**

8 If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6 **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

9 Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

NO

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Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes, I Agree (Yes)

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2 Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

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3 Remedies Explanation of No Answer**

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4 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

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5 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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6** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

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7** **Infringement(s) Explanation of No Answer**

No response

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8** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

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9** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

80 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

8 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

2 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8 **Texas Government Code 2270 & 2271 Verification Form**

3 Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8 **Logos and other company marks**

4 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

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Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

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Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

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Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

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Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

A. Firm is a publicly held corporation.

90 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

91 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

92 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

93 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

94 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

95 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

96 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

97 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

98 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

99 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

1000 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

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1** **CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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2** **CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

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3** **Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."

TIPS RFP 220105 Technology Solutions, Products and Services

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental er the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Grantham Police Department	Chief John Parsons	jparsons@granthamnh.net	603-863-6844
Bourbon County Sheriff	Sheriff Bill Martin	wkmartin@bourboncountyks.org	620-223-1440
Taylor County Sheriff's Office	Major Marty Tompkins	marty.tompkins@taylorsheriff.org	850-584-4225
Offutt Airforce Base (55th security Forces)	Staff Sgt. Malcolm Johnson	Malcolm.johnson.7@us.af.mil	402-294-7045
Suwanee Police Department	Lieutenant Matthew Scott	msscott@suwanee.com	678-300-4942

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.**

OFFERER: Digital Ally, Inc.
(Name of Corporation)

Stanton Ross, Chief Executive Officer certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Greg J. Dyer
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Vice President of Sales
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available


SIGNATURE

February 23, 2022
DATE

Limited Warranty

The terms of this Limited Warranty (“**Warranty**”) are applicable to all Digital Ally, Inc. manufactured hardware products (“**Product(s)**”), and by using the Products, the customer, for itself and its users, purchasing the Products (“**Customer**”) agrees to be bound by this Warranty. This Warranty constitutes the entire agreement between Digital Ally, Inc. (“**Digital Ally**”) and Digital Ally’s Customer concerning the subject matter hereof, superseding all previous representations or understandings, whether oral or written. No person is authorized to give any other warranties or to change this warranty.

Warranty and Procedure:

DIGITAL ALLY WARRANTS THAT THE PRODUCTS WILL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIAL FOR A PERIOD OF 12 MONTHS FROM THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER (“WARRANTY PERIOD”).

If Digital Ally determines that a Product was or may be defective within the Warranty Period under normal use (as defined in the product installation and user’s guide), Digital Ally, in its sole discretion, at no cost to customer, will repair or replace such Product with the same or a like Product, at Digital Ally’s premises, as the exclusive remedy for a claim under this Warranty.

Extended warranties on designated Products may be available for purchase at an additional charge, and if Products are covered by a Digital Ally extended warranty, all other terms and conditions of this Limited Warranty shall apply to such extended warranties, except that the 12-month term of this Warranty shall in such cases be replaced with the period of time designated in the extended warranty. By way of example, if a three-year extended warranty is purchased for a Product, the “**Warranty Term**” on that Product will begin on the date of purchase and extend for a three-year period.

To receive coverage under this Warranty, Customer must contact Digital Ally’s Product Support (<https://www.digitalallyinc.com/contact/#support>) department at



www.digitalallyinc.com (<https://www.digitalallyinc.com/>) and further selecting the customer portal tab or by telephone at 1-800-440-4947 within the Warranty Period.

Once replaced, the replacement Product shipped by Digital Ally to you ("**Replacement Product**") shall be considered a Product hereunder, and shall be covered under this Warranty for the remainder of the Warranty Period covering the Product being replace ("**Replaced Product**"), or for ninety (90) days from the date of delivery of the Replacement Product to Customer, whichever is longer. Replacement Products may be new or manufacturer-certified reconditioned models. If Digital Ally agrees to provide Customer with a Replacement Product, Customer is solely responsible for the removal and preservation of the data previously stored on the Replaced Product; the return of the Replaced Product is final, ownership of the Replaced Product is transferred irrevocably to Digital Ally immediately, and Digital Ally can destroy, utilize, or dispose of the Replaced Product in Digital Ally's sole discretion. Prior to returning a Product to Digital Ally at any time and/or for any reason, including for repair or replacement of a Product under this Warranty, Customer must first obtain a Return Material Authorization ("**RMA**") from Digital Ally's Product Support department. Digital Ally, Inc.'s Product Return Policy & RMA is attached hereto. (<https://www.digitalallyinc.com/return-policy/>)

Coverage:

This Warranty applies to defects in a Product's internal electronic components, circuitry, cabling and connectors, as well as the Product's recording capabilities and ability to download data files. This Warranty does not cover Products for the following: (i) normal wear and tear on the Product, consumables, frayed cables or wires, broken connectors, scratched or broken cases, or damage to external parts of the Product; (ii) damage caused by operator abuse, negligence or neglect, or by repairs or modifications not authorized by Digital Ally; (iii) any failure of the Product of any nature due to installation unless installation is provided by Digital Ally pursuant to a Statement of Work; (iv) damage caused by fire, flood, lightning, vandalism, collision, or other events beyond the reasonable control of Digital Ally; and (v) damage from use of the Product in hostile operating environments, or caused by operator's use or storage of the Product in a manner not consistent with the written instructions or manual provided by Digital Ally. Digital Ally reserves the right to charge for repairs to a Product during the Warranty Period made necessary because of any of the foregoing causes at Digital Ally's standard rates for repair of Products not under warranty.

Batteries are consumables and are covered for failure hereunder during the first 90 days following Product purchase only. Digital Ally software is not covered under this Warranty. Refer to the applicable Digital Ally software license agreement for more information regarding Customer's use of Digital Ally software.

It is Customer's responsibility to: (i) properly install and perform routine maintenance on the Products and Product components; (ii) cooperate with Digital Ally in attempting to resolve any problems with the Products using online communications, email, or telephone; (iii) appoint an administrator with the technical knowledge necessary to install and perform routine maintenance on the Products, and perform basic troubleshooting on the Products, and (iv) to comply with all laws regarding the use of the Product, and Customer assumes responsibility for the foregoing.

Limitations:

Digital Ally is not, and shall not be, liable for any damages or personal injuries arising out of or relating to Customer's deployment, use, or misuse of the Products, and Customer assumes the risk from its purchase and use of the Product. Harmful personal contact with a Product might occur in the event of violent maneuvers, collisions, or similar circumstances, even if the Product was properly installed and used, and Digital Ally specifically disclaims any liability therefrom.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN, OR ORAL, THAT EXTEND BEYOND THIS WARRANTY. OTHER THAN THIS WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE UNINTERRUPTED OR ERROR FREE OR ACHIEVE ANY INTENDED RESULT. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY WILL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY CUSTOMER ARISING FROM OR

RELATING TO THIS WARRANTY OR THE SALE, USE, OR INSTALLATION OF THE PRODUCTS, WHETHER OR NOT DIGITAL ALLY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT DIGITAL ALLY'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE PAID TO DIGITAL ALLY FOR THE SPECIFIC PRODUCT IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS HEREIN AND ELSEWHERE IN THIS LIMITED WARRANTY, AND EACH DISCLAIMER, LIMITATION, AND EXCLUSION WILL APPLY, INCLUDING WITHOUT LIMITATION, THE CONSEQUENTIAL DAMAGES WAIVER, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS CONTAINED HEREIN ARE PART OF THE CONSIDERATION FOR THE AGREED UPON PRICE OF THE PRODUCTS.

General:

Any goods sold to Customer that are not manufactured by Digital Ally are not warranted by Digital Ally. With regard to such goods, Digital Ally agrees to pass along the manufacturers' warranties on such goods to Customer, to the fullest extent permitted by such manufacturers' warranties, and Customer agrees to accept such manufacturers' warranties as its sole and exclusive remedy in case of defects in such goods. This Warranty is not transferable. All parts of this Warranty apply to the maximum extent permitted by applicable law or unless prohibited by applicable law. If statutory or implied warranties cannot be lawfully disclaimed by applicable law, then all such warranties are limited to the duration of this Warranty and are further limited to and by the other provisions contained in this Warranty.

Digital Ally, Inc. | Company Information

Corporate Headquarters Location

Digital Ally, Inc.
14001 Marshall Dr
Lenexa, KS 66215
w: www.digitalallyinc.com
p: 913.814.7774
toll free: 800.440.4947
f: 913.814.7775

Corporation Information

Digital Ally is a publicly held corporation traded under the symbol “DGLY” and we were incorporated in the State of Nevada on December 13, 2000. Digital Ally is overseen by a board of directors and Stanton E. Ross currently sits as the Chairman and CEO. Our company manufactures reliable, rugged, easy-to-use Body and In-Vehicle Camera Systems for law enforcement agencies, security agencies, EMS, commercial fleets, and educational institutions.

As an innovation leader in the industry with over seventeen (17) years of experience, Digital Ally designs feature-rich products that are rugged, durable, and reliable. Agencies from all fifty (50) States and more than thirty (30) 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.

Contact Information

Digital Ally Contract Contact

Nicole Leiker
p: 913.814.7774
e: bids@digitalallyinc.com

COMPLETE FRONT- AND BACK-END VIDEO SOLUTIONS FOR LAW ENFORCEMENT



Digital Ally[®] is committed to providing law enforcement and security agencies with the highest quality technology to assist in capturing digital evidence. As the innovation leader in the industry, Digital Ally designs feature-rich products that are rugged, durable and reliable. Agencies from all 50 states and more than 30 other countries rely on our products every day.



**LET US DESIGN AND BUILD
A SOLUTION FOR YOUR
SPECIFIC NEEDS:**

- In-Car Products
- Body-worn Cameras
- Automatic Activation
- Flexible Storage Solutions – Cloud & Local¹

IN-CAR PRODUCTS



DVM-800 LITE

- SD Video Resolution
- ECA® (Evidence Capture Assurance®) Internal Recording
- Instant Log-in at Start-up (take home cars)
- 2 Cameras with Built-In GPS
- Video Playback On Mirror (invisible when inactive)
- Customizable Metadata
- 2 Year Warranty²



DVM-800

- SD Video Resolution
- ECA® (Evidence Capture Assurance®) Internal Recording
- Instant Log-in at Start-up (take home cars)
- 4 Cameras with Built-In GPS
- Video Playback On Mirror (invisible when inactive)
- Customizable Metadata
- 5 Year Warranty²

EVO-HD™

- Built-in Patented VuLink® Auto-Activation
- Up to 4 HD Cameras
- Microphone (Body Camera or Wireless Mic)
- Near Real-Time Mapping
- 256 GB Internal Storage
- Controlled through MDT, Tablet or available Monitor
- 3 Year Warranty²



BODY CAMERA

FirstVu HD

- HD Video Resolution
- Up to 60 Seconds of Pre-Event Recording
- 130° Field of View
- Extended Battery Life Up to 8 hours
- Mounts Chest, Pouch, Shoulder, Helmet, Belt, Vehicle
- 32GB Internal Storage (Approx. 16 Hours of HD Video)
- 1 Year Warranty²



AUTO ACTIVATION

VuLink®

The VuLink is the first product on the market to fully integrate in-car cameras and body worn video. The patented technology behind VuLink enables automatic activation of your in-car camera, wireless microphone and body-worn video camera. VuLink will give you the ability to play back synced video & audio from both the in-car and body-worn camera in our cloud or local storage solution.



FLEXIBLE STORAGE SOLUTIONS



EVO Web Portal

Complete Evidence Management: Evo Web Portal is powered by Amazon Web Services, making it the most secure cloud-based evidence management platform on the market. Law enforcement agencies can quickly and easily upload and manage video evidence with highly-secured chain of custody reports.

VuVault®

A full-featured storage alternative that gives agencies the ability to store video evidence locally on premises.



¹ Available for DVM 800 and 800 Lite

² Extended Warranty Available



COMPLETE FRONT- AND BACK-END VIDEO SOLUTIONS FOR COMMERCIAL FLEETS



Partner with Digital Ally[®] to keep your commercial fleet running safely and efficiently. Access critical front- and back-end products designed to give you an instant, comprehensive view of your fleet. From rearview mirror replacement and 4-camera deployment capabilities to dual-recording devices, Digital Ally's complete video and software management solutions provide unmatched driver and asset management – all while delivering the ROI that matters most: the safety and security of your drivers and passengers.



**LET US DESIGN AND BUILD
A SOLUTION FOR YOUR
COMMERCIAL FLEET:**

- 4-camera Deployment Capabilities
- Body-Worn and In-Car Cameras
- Real-time Asset Tracking & Mapping
- Speeding Alerts & Idle Time
- Flexible Data Storage
- Mobile Connectivity



A FLEET IN FOCUS

VEHICLE CAMERAS



DVM-250



FLT-250

DVM-250 + FLT-250 FEATURES AND ACCESSORIES

- Immediate Driver Feedback and Reporting
- Continuous loop and event recording
- Up to 30 Seconds of Pre-Event Recording
- Additional cameras to manage assets and driver/passenger safety
- Geo-fencing and mapping
- Automatic Reverse Camera Display
- Electronic Logging Device (ELD)
- Simultaneous dual recording channels



ASSET TRACKING UNIT (ATU)

Our Asset Tracking Unit adds powerful, real-time asset tracking and mapping and automated, customizable alerts such as idle time, collisions, geo-fences and posted speed violations.

BODY-WORN CAMERA



FirstVu HD

- HD Video Resolution
- Up to 60 Seconds of Pre-Event Recording
- Built-In Patented VuLink Auto-Activation
- 130° Field of View
- Extended Battery Life – Up to 8 hours
- Mounts Chest, Pouch, Shoulder, Helmet, Belt, Vehicle
- 32GB Internal Storage (Approx. 16 Hours of HD Video)

CLOUD STORAGE



FleetVu™ Manager

Complete Video & Telematics Management Solution. Digital Ally provides commercial fleets and commercial fleet managers with the digital video tools they need to increase driver safety, track assets in real-time and minimize the company's liability risk. Generate driver reports, identify at risk behaviors before an incident takes place, manage your entire fleet through a single, easy to use platform - FleetVu™ Manager.



COMPLETE FRONT- AND BACK-END VIDEO SOLUTIONS FOR SITUATIONAL SECURITY

SECURITY



Digital Ally[®] is committed to providing complete and flexible front- and back-end video solutions for the unique security needs of sports stadiums and arenas, outdoor events and high risk areas. With over 15 years of video technology innovation – in the areas of hardware, software and data storage and management – Digital Ally's feature-rich products are durable, reliable and stand the test of time.

LET US DESIGN AND BUILD A SOLUTION FOR YOUR VENUE/EVENT:

- Right size your video needs per event
- No need to hire additional staff to manage
- No need to budget for large equipment purchases
- No need to manage or assign inventory
- Always have the latest camera technology
- On-site technical personnel available for troubleshooting and video retrieval



- Sports Stadiums and Arenas
- Outdoor Events and Concerts
- Inspection/Credential Areas
- High Risk Areas



TURN KEY SERVICE

- Appropriate number of cameras, docking stations, and back-end cloud video management software
- On-site technical support day before, day of, and day after the event
- Equipment will be checked out prior to the event and checked back in at the conclusion of the event
- User training for the hardware along with best practices
- Management of hardware, upload and storage of video
- Video retrieval and review

BODY-WORN CAMERAS



FirstVu HD

- HD Video Resolution
- Up to 60 Seconds of Pre-Event Recording Time
- 130° Field of View
- Extended Battery Life Up to 8 hours
- Mounts Chest, Pouch, Shoulder, Helmet, Belt, Vehicle
- 32GB Internal Storage (Approx. 16 Hours of HD Video)

IP CAMERAS



PORTABLE IP SURVEILLANCE CAMERAS

- HD Video Resolution
- Live Stream Capability
- Customizable Coverage
- Perfect for High-Risk Areas

VEHICLE CAMERAS



FLT-250 COLLECTION

- Immediate driver feedback and reporting
- Continuous loop and event recording
- Additional cameras to manage assets and driver/passenger safety
- Geo-fencing and mapping
- Simultaneous dual recording channels

EVO WEB PORTAL



Complete Evidence Management

Evo Web Portal is powered by Amazon Web Services, making it the most secure cloud-based evidence management platform on the market. Law enforcement agencies can quickly and easily upload and manage video digital video evidence with highly-secured chain of custody reports.

Trusted by: Department of Justice | Defense Digital Services for the US AirForce | U.S. Department of Treasury | U.S. Department of Homeland Security.



Digital Ally, Inc.
Goods and Services

TIPS Contract 220105

“Technology Solutions, Products, and Services”



14001 Marshall Dr | Lenexa, KS 66215
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Law Enforcement In-Car Camera Kits and Accessories

Digital Ally, Inc.

Product Model: EVO-HD In-Vehicle Camera Kit

Introducing the EVO-HD In-Vehicle Camera System:



Digital Ally's next generation of In-Vehicle Camera Systems is the EVO-HD In-Vehicle Camera System. The EVO-HD is the first product in a new line of non-mirrored in-vehicle camera systems that maximizes space and offers top-end reliability.

The FirstVu II Body Camera can serve dual functionality by being utilized as a body microphone and body camera with the EVO-HD System. The EVO-HD In-Vehicle Camera System represents the industry's only multiple High Definition video solution product and features the built-in patented VuLink automatic activation technology.

The System

Completely New and Highly Advanced

The EVO-HD In-Vehicle Camera System is Digital Ally's first product in a new family of in-vehicle video systems that maximizes space and offers top-end reliability paired with remote access and service capabilities. The miniaturized system can be custom mounted to fit your Department's needs. The EVO-HD can support up to four HD cameras with two cameras having simultaneous pre-event and evidence capture assurance (ECA) capabilities.

Built-in Patented Automatic-Activation Technology with VuLink

With built-in, patented VuLink cross automatic activation technology, EVO-HD captures multiple recording angles in sync from both a FirstVu HD or FirstVu PRO Body Camera and an EVO-HD System – from multiple customized triggers.

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.

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 II Body Camera with EVO-HD as the audio source. The infrared utility back-seat camera is also equipped with built-in HD audio.

Critical Capture

Never Miss an Important Event

Dispatch Activation: With EVO-HD, dispatch operators can automatically start a recording of any device remotely.

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.

EVO Interview

Securely Capture Evidence

Monitor, record and automatically upload crucial video evidence during the interview process. From a single platform generate chain of custody reports and redact personal or other sensitive information from audio or visual evidence.

EVO-HD In-Vehicle Camera System Features

The new EVO-HD represents the industry's only multiple High Definition video solution product and features the built-in patented VuLink automatic activation technology.

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

- Multiple HD Camera Solution
- Patented VuLink Triggering
- 256GB Internal Storage
- System Firmware
- 4 Channel Video (2 with Pre-event and ECA)
- Configuration / Logging
- 6 Input Sensors: 9vdc threshold (Lights, Siren, Brakes, Vehicle Speed, etc.)
- 1 Output Trigger



- RS232 Radar Interface
- 4 USB Ports
- 1 RJ45 Port
- Radio interface
- HD Front Facing Camera(s)
- HD Backseat Camera(s)
- Optional Network Switch (POE)
- Optional Powered USB Hub)
- Optional external monitor
- High-G event sensor
- Internal GPS
- Vehicle Location, and Speed
- Internal Wi-Fi Module
- VuLink Body Camera Triggering
- Internal Cell Mode: Cloud Connectivity
- Real time metadata and Remote System Diagnostics
- One antenna for GPS/Wi-Fi/Cell
- Back-up battery
- Browser based MDT application to setup and control the EVO as well as record and tag events
- Dedicated Cloud solution
 - Video Storage/Review
 - Playback 4 videos simultaneously along with the metadata
 - Near real-time location mapping, status updates, and geo-spatial searches
 - Remote cloud trigger feature to start recordings from the dispatch office
 - Simplified and improved product configuration
 - Remote troubleshooting and firmware update
 - Improved user lo
 - g-in security



Full HD Zoom Camera



Full HD Fixed Focus Camera

EVO-HD Specifications:

Power	
Operating Voltage	9 to 32 VDC
On	400mA @ 13.8VDC Typical
Off	25mA @ 13.8VDC Typical
Backup Battery	600mAh Rechargeable NiMH
Built-in Protections	Over voltage, over current, short circuit

Environmental & Mechanical	
Operating Temperature	-10°C to 70°C (14°F to 158°F)
Storage Temperature	-40°C to 80°C (-40°F to 176°F)
Dimensions	188mm x 94mm x 51mm (7.4in x 3.7in x 2in) [LxWxH]
Weight	680g (1.5lbs)
Internal Components	
Real-time Clock	✓
Accelerometer	6 Axis, Up-to ±16g acceleration full scale
GPS Receiver	1Hz, 4.9m (16ft) accuracy
Cell Receiver	3G (GSM) or 4G LTE (CAT-M1)
WiFi	2.4GHz 802.11n
VuLink Functionality	✓
Inputs	6 inputs – 3.3-24V for Blue, Green, Orange, and White; 12-24V for Red
Outputs	2 outputs – Ground when triggered, 36VDC/1A maximum
Radar Support	Decatur Future: Stalker, MPH Ranger, and Kustom
Pre-event buffer capacity	Configurable: 0 to 60 seconds
Memory	256GB Industrial Grade - 230GB available for all recordings ECA configurable for: 10, 20, 40, 80, and 100GB
Recorder	
Codec	H.264
Bit Rate	2, 4, 6 mbps
Frame Rate	15, 30 FPS
Container	MP4
Audio	AAC, mono @ 32Kbps

Mini Monitor Specifications

Screen Size	3.5"
Resolution	Quarter-VGA resolution [320 x 240]
Brightness	300cd/m ²
Weight	450g (1.3lbs)
Dimensions	100mm x 125mm x 35mm (3.94in x 4.92in x 1.38in) [LxWxH]
Speaker	1.5 Watt 8Ω Speaker

PoE Switch Specifications:

Power	
Operating Voltage	9 to 36VDC
On	No cameras - 0.42A @ 12VDC 0.23A @ 24VDC Standard 2 camera kit - 1.2A @ 12VDC 0.54A @ 24VDC
Off	15mA @ 12V (~180mW)
Power over Ethernet	IEEE 802.3af - 48VDC, 350mA max (15.4W) per port
Built-in Protections	Configurable low battery voltage protection
Number of Available Ports	4 Port Standard - 4 cameras or 3 cameras + MDT 8 Port (Optional) - 4 cameras + MDT
Environmental & Mechanical	
Operating Temperature	-30 to 70°C (-22°F to 158°F)
Storage Temperature	-35 to 85°C (-31°F to 185°F)
Dimensions	167mm x 59mm x 140mm (6.58in x 2.32in x 5.5in) [LxWxH]
Weight	1kg (2.2lbs)
Vibration	Random: 1g @5~500 Hz Operating: MIL-STD-810G, Method 514.6, Category 4 Storage: MIL-STD-810G, Method 514.6, Category 24
Shock	Operating: MIL-STD-810G, Method 516.6, Procedure I, 20g Non-Operating: MIL-STD-810G, Method 516.6, Procedure V, 75g

Camera Specifications:

10X Front Facing Road Camera	
Field of View (D, H, V)	Wide (68°, 54°, 31°) Tele (6.7°, 4.9°, 4.0°)
Resolution	1920(H) x 1080(V)
Shutter Speed	1/1 ~ 1/10000 Auto controlled
Sensor Size and Type	1/3" CMOS Sensor
Maximum Zoom	10X optical
Focal Length	5.1mm~51mm
Focus	Auto or Manual
Focus Near Limit Setting	1, 1.5, 2, 3, 5 meters
Aperture	f/2.4
White Balance	Auto

Lux Ratings	Color: 0.5Lux B/W: 0.1Lux Digital Slow Shutter (10FPS) - Color: 0.125Lux B/W: 0.025Lux
Wide Angle Back Seat Camera	
Field of View (D, H, V)	140.5°, 120.2°, 65.3°
Resolution	1920(H) x 1080(V)
Shutter Speed	1/25 ~ 1/10,000
Sensor Size and Type	1/2.7" CMOS Sensor
Focal Length	2.9mm
Focus	Fixed
White Balance	Auto
Lux Ratings	Color: 0.2Lux B/W: 0.02Lux



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-vehicle cameras and body worn video. The patented technology behind VuLink enables wireless automatic activation of your In-vehicle Camera, Wireless Microphone, and FirstVu HD or FirstVu PRO Body Camera.

VuLink Technology Features:

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

Most Common VuLink Triggers:

- Emergency Lights
- G-Force or Impact Events
- Vehicle Speed
- In-vehicle Camera System
- Gun Lock
- Seat Belt
- Emergency Radio Switch
- Motorcycle Kickstand
- Motorcycle Handle Bar Switch
- Trunk Latch
- Fire Suppression Systems
- Doors
- GPS Zones (with In-vehicle Camera System)
- 12 Volt Relay

Pair with these other Digital Ally Products:

-  FirstVu PRO Body Camera
-  QuickVu 8 Docking Station
-  Quick Vu 24 Docking Station

Digital Ally, Inc.

Product Model: DVM-800 In-Vehicle Camera Kit (four-camera system)

Introducing the DVM-800 In-Car Camera System:

The DVM-800 is a complete digital in-vehicle video recording system integrated into a replacement vehicle rear-view mirror. The DVM-800 comes standard with four cameras and two-channel recording. The quality settings can be adjusted to meet your requirements.



NEVER MISS AN IMPORTANT EVENT

Evidence Capture Assurance (ECA)

ECA tells the system to record on a continuous loop. Individual events are recorded, but ECA enables an agency to go back and look at video from an entire shift.

Pre-Event Recording

With Pre-Event enabled, the system is always recording the last 30 seconds to capture the events leading up to the activation of a recording.

ENHANCED VIDEO AND AUDIO

High Quality Video | Crystal Clear Audio

Our cameras have high quality video ranging from Enhanced D1 Resolution to full HD Resolution. With the combination of our mirror units built in cameras and multiple options for external cameras, you can customize your video feeds, with up to two channels recording simultaneously. Our wireless microphone records enhanced audio for up to 3000 feet from the vehicle.



CUSTOM SOLUTION TO FIT YOUR NEEDS

Highly Configurable Systems

Our camera systems can be configured to work in any way your agency needs. All of our systems have multiple settings that you can configure to make the solution fit any requirements your policy might have, such as, audio/video quality, pre-event customization, user control, multiple camera options, and more customization on the back-end with our VuVault Software series and VuVault.com cloud solution.

Included with Purchase:

- DVM-800, Main Unit 32GB
- 32GB SDHC card
- DVM Mount Assembly with Integrated 3.5” color monitor (can be invisible when not in use)
- 900MHz Wireless Microphone with 1000-foot range
- Two in-car covert microphones
- Accessory Kit:
 - Includes Windshield Mounting Puck, Lanyard, Mounting Hardware, Security Tamper Resistant Screw & Key Kit
- Four Cameras:
 - Full D1 resolution (720x480) road-facing camera with 12x variable zoom
 - Passenger-facing Camera with Infrared illumination built into the rearview mirror
 - Smart Infrared Backseat-facing Camera
 - Choice between License Plate Camera, Side Mount Camera, or Infrared Backseat-facing Camera
- Vehicle Input Controller (modeiiiFE-20)
- Main Power Cable to IF Box, 3.1 m (10.1ft.)
- Vehicle Input Controller Cable to DVM 4.6m (15.0ft.)
- DWM-928 System (900MHz)
 - Includes Wireless Microphone, Charging Cradle, Mounting Bracket, and Lapel Microphone
- Backseat Microphone for DWM-928, 20ft., 2.5mm plug
- USB 2.0 Type A to Mini-B Cable, 3.3 ft.
- Wireless Microphone to DVM-800 Cable
- Vehicle Input Controller, Sensor, RJ45 Cable
- Wi-Fi Antenna
- GPS Module
- Reference Guide

Specifications for DVM-800:

POWER	
Operating Voltage	13.8VDC
On	360mA @ 13.8VDC
Off	260uA @ 13.8VDC
Low Power Standby	170mA @ 13.8VDC
Backup Battery	3.7v, 1150mA, Rechargeable Lithium Ion Polymer Battery
ENVIRONMENTAL/MECHANICAL	
Operating Temperature	-20° to +70° C
Storage Temperature	-40° to +80° C
Dimensions	48mm (1.9in.)(D) x 279mm (11in.)(W) x 106mm (4.7in.)(H)
Weight	733g (1.62lbs)
INTERNAL COMPONENTS	
LCD Monitor	3.5" Color Ultra Bright. 640x480 resolution
Real Time Clock	On board, used when GPS signal is lost
Accelerometer	3-axis, ±8g
Wi-Fi	802.11(n) wireless adapter included. Secure FTP transfer through WAP or cellular modem
Microphone	Internal (max. input SPL 110dB, sensitivity -30dB)
GPS Receiver	4Hz position update rate, 2.5m position accuracy
Video	2-recording channels @ 30fps(max), H.264, AVI container
Audio	Stereo (internal to one channel, external on other)
MEDIA STORAGE	
Capacity	External SD Card Support: 8/16/32 GB, Class-10, commercial grade 80 R MB/s, 50 W MB/s Internal Memory matches external
Secure Media Access	Optional tamper resistant screw can be installed in the access door, requiring the corresponding security key to unlock the access door. (included with the DVM)
Pre-Event Buffer	Up to 30 seconds for each of the two recording channels, adjustable in 6 second increments

Vehicle Input Controller	
Dimensions	57mm (2.24in) (D) x 29mm (1.14in) (H) x 110mm (4.33in) (L)
Input Triggers (Sensors)	Six customizable multi-purpose input triggers.
Operating Voltage	13.8VDC
Output Alarm	One (1) normally open, active low output trigger, 2A maximum current
Operating Temperature	-20° to +70° C
Storage Temperature	-40° to +80° C
Radar Support	9 Pin Serial Female (additional cables required)

Camera Specifications:

Internal Passenger Facing Camera	Resolution: D1 FOV: 96°(V) X 119°(H) X 141°(D) Fixed focus lens IR LED assisted for low light conditions 0.5 Lux with IR LEDs OFF 0.0 Lux with IR LED's ON
Internal Road Facing Camera	Resolution: D1 FOV: 57.9°(V) X 79.2°(H) X 103.4°(D) Fixed focus lens
12XC External road-facing Camera	FOV: 76° (V) x 102° (H) Resolution: 768x494, Color 560TVL B&W 600TVL 1/4" Ex-HAD CCD imager Zoom magnification 12X Focal Length: f=3.6 ~ 44.3mm, f1.6 (Wide)/ f2.0 (Tele) Auto / Manual focus Auto / Manual Iris Auto White Balance Minimum Illumination: Color 2.0 Lux B&W 0.2Lux
Infrared External backseat-facing Camera	FOV: 76° (V) x 102° (H) x 115° (D) Shutter Speed: 1/60 second Resolution: 640TVL 1/3" Super HAD CCD imager Auto focus & Auto White Balance IR LED assisted for low light conditions 0.5 Lux with IR LEDs OFF 0.0 Lux with IR LED's ON

License Plate Backup Camera	Resolution: 420TVL FOV: 95° (V) x 125.8° (H) x 155.4° (D) Fixed focus lens
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Wireless Microphone Specifications:

System Range	3000 feet typical
Communication	Bidirectional
Microphone Sensitivity	-30dB, Maximum Input SPL 110dB
Power	External 12VDC, 0.190mA typical
Size	DWM Cradle: 2.75in x 2.99in x 3.15in (70mm x 76mm x 80mm) DWM Microphone: 2.5in x 1.8in x 0.94in (64mm x 46mm x 24mm)
Weight	DWM Cradle (BTR800): 233g DWM Wireless Microphone (RMT800): 74g
Battery	Internal Li-ion 3.7V/1800mAh cell 20 hours In Use with full charge, 14 days Standby 4 hours charge time
Frequency	900MHz FHSS, 50 possible channels
Frequency Response	200 ~ 4200Hz +/- 3 dB Audio

Pair with these other Digital Ally Products:

-  FirstVu HD Body Camera
-  12-Bay Docking Station
-  VuLink for Automatic Activation
-  VuVault Software

Digital Ally, Inc.

Product Model: DVM-800 Lite In-Vehicle Camera Kit (two-camera system)

Introducing the DVM-800 Lite:



The Digital Ally DVM-800 Lite is a complete digital in-vehicle video recording system integrated into a replacement vehicle rearview mirror. The unit contains the digital video/audio recorder, solid state storage memory, 3.5" color monitor, microphone, speaker, battery backup and system controls. A 900MHz Wireless Microphone Kit, 32GB SDHC card, mounts, cables, lifetime firmware upgrades, operating manual and two-year Advanced Exchange Warranty are included with the DVM-800 Lite Kit.

With the DVM-800 Lite, you can achieve higher quality recordings without the file size of HD. The DVM-800 Lite has enhanced 720-pixel codec and customizable quality settings.



NEVER MISS AN IMPORTANT EVENT

Evidence Capture Assurance (ECA)

ECA tells the system to record on a continuous loop. Individual events are recorded, but ECA enables an agency to go back and look at video from an entire shift.

Pre-Event Recording

With Pre-Event enabled, the system is always recording the last 30 seconds to capture the events leading up to the activation of a recording.

ENHANCED VIDEO AND AUDIO

High Quality Video | Crystal Clear Audio

Our cameras have high quality video ranging from Enhanced D1 Resolution to full HD Resolution. With the combination of our mirror units built in cameras and multiple options for external cameras, you can customize your video feeds, with up to two channels recording simultaneously. Our wireless microphone records enhanced audio for up to 3000 feet from the vehicle.



CUSTOM SOLUTION TO FIT YOUR NEEDS

Highly Configurable Systems

Our camera systems can be configured to work in any way your agency needs. All of our systems have multiple settings that you can configure to make the solution fit any requirements your policy might have, such as, audio/video quality, pre-event customization, user control, multiple camera options, and more customization on the back-end with our VuVault Software series and VuVault.com cloud solution.

Included with Purchase:

- DVM-800, Main Unit 32GB
- 32GB SDHC card
- DVM Mount Assembly with Integrated 3.5” color monitor (can be invisible when not in use)
- 900MHz Wireless Microphone with 1000-foot range
- Two in-car covert microphones
- Accessory Kit:
 - Includes Windshield Mounting Puck, Lanyard, Mounting Hardware, Security Tamper Resistant Screw & Key Kit
- Road-facing Camera with Infrared illumination built into the rearview mirror
- Smart Infrared Backseat-facing Camera
- Vehicle Input Controller (modeiiiFE-20)
- Main Power Cable to IF Box, 3.1 m (10.1ft.)
- Vehicle Input Controller Cable to DVM 4.6m (15.0ft.)

- DWM-928 System (900MHz)
 - Includes Wireless Microphone, Charging Cradle, Mounting Bracket, and Lapel Microphone
- Backseat Microphone for DWM-928, 20ft., 2.5mm plug
- USB 2.0 Type A to Mini-B Cable, 3.3 ft.
- Wireless Microphone to DVM-800 Cable
- Vehicle Input Controller, Sensor, RJ45 Cable
- Reference Guide

Specifications for DVM-800:

POWER	
Operating Voltage	13.8VDC
On	360mA @ 13.8VDC
Off	260uA @ 13.8VDC
Low Power Standby	170mA @ 13.8VDC
Backup Battery	3.7v, 1150mA, Rechargeable Lithium Ion Polymer Battery
ENVIRONMENTAL/MECHANICAL	
Operating Temperature	-20° to +70° C
Storage Temperature	-40° to +80° C
Dimensions	48mm (1.9in.)(D) x 279mm (11in.)(W) x 106mm (4.7in.)(H)
Weight	733g (1.62lbs)
INTERNAL COMPONENTS	
LCD Monitor	3.5" Color Ultra Bright. 640x480 resolution
Real Time Clock	On board, used when GPS signal is lost
Accelerometer	3-axis, ±8g
Wi-Fi	802.11(n) wireless adapter included. Secure FTP transfer through WAP or cellular modem
Microphone	Internal (max. input SPL 110dB, sensitivity -30dB)
GPS Receiver	4Hz position update rate, 2.5m position accuracy
Video	2-recording channels @ 30fps(max), H.264, AVI container
Audio	Stereo (internal to one channel, external on other)

MEDIA STORAGE	
Capacity	External SD Card Support: 8/16/32 GB, Class-10, commercial grade 80 R MB/s, 50 W MB/s Internal Memory matches external
Secure Media Access	Optional tamper resistant screw can be installed in the access door, requiring the corresponding security key to unlock the access door. (included with the DVM)
Pre-Event Buffer	Up to 30 seconds for each of the two recording channels, adjustable in 6 second increments
Vehicle Input Controller	
Dimensions	57mm (2.24in) (D) x 29mm (1.14in) (H) x 110mm (4.33in) (L)
Input Triggers (Sensors)	Six customizable multi-purpose input triggers.
Operating Voltage	13.8VDC
Output Alarm	One (1) normally open, active low output trigger, 2A maximum current
Operating Temperature	-20° to +70° C
Storage Temperature	-40° to +80° C
Radar Support	9 Pin Serial Female (additional cables required)

Wireless Microphone Specifications:

System Range	3000 feet typical
Communication	Bidirectional
Microphone Sensitivity	-30dB, Maximum Input SPL 110dB
Power	External 12VDC, 0.190mA typical
Size	DWM Cradle: 2.75in x 2.99in x 3.15in (70mm x 76mm x 80mm) DWM Microphone: 2.5in x 1.8in x 0.94in (64mm x 46mm x 24mm)
Weight	DWM Cradle (BTR800): 233g DWM Wireless Microphone (RMT800): 74g

Battery	Internal Li-ion 3.7V/1800mAh cell 20 hours In Use with full charge, 14 days Standby 4 hours charge time
Frequency	900MHz FHSS, 50 possible channels
Frequency Response	200 ~ 4200Hz +/- 3 dB Audio

Pair with these other Digital Ally Products:

-  FirstVu HD Body Camera
-  12-Bay Docking Station
-  VuLink for Automatic Activation
-  VuVault Software

Digital Ally, Inc.

Product Model:

VuLink: Patented Automatic Activation Device

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 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 your 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:

- Emergency Lights
- G-Force or Impact Events
- Vehicle Speed
- In-Car Camera System
- Gun Lock
- Seat Belt
- Emergency Radio Switch
- Motorcycle Kickstand
- Motorcycle Handlebar Switch
- Trunk Latch
- Fire Suppression Systems
- Doors
- GPS Zones (with In-Car Camera System)
- 12 Volt Relay



Pair with these other Digital Ally Products:

-  FirstVu HD Body Camera
-  DVM-800 In-Vehicle Camera System
-  12-Bay Docking Station
-  VuVault Software

Commercial In-Car Camera Kits Systems

Digital Ally, Inc.

Product Model: DVM-250 or FLT 250 In-Vehicle Camera Kit

Introducing our In-Vehicle Camera Systems for Commercial Vehicles & EMS (non-mirrored or mirrored):

Fleet 250 System



DVM-250 Plus System



Introducing the Fleet 250 System:

- Supports up to six (6) cameras (interior and exterior)
- Mirrorless system; not necessary to replace vehicle's factory-installed rearview mirror
- Records up to two (2) camera channels simultaneously

Introducing the DVM-250 Plus System:

- Supports up to eight (8) cameras (interior and exterior)
- Mirrored system will replace the vehicle's factory-installed mirror
- Records up to two (2) camera channels simultaneously

Fleet Management

Digital video allows your fleet to be managed and driver behavior to be modified through training. Never miss any event involving your vehicles or drivers again. With our industry leading warranty coverage, we guarantee that the in-car video systems are up and running so that your drivers can focus on doing their job and their video system will take care of itself.

Professionalism

Studies have repeatedly shown that when video is deployed in a vehicle, driver performance and professionalism increase dramatically and there is a reduction in driver issues.

Fleet 250 In-Vehicle Video System:

Dynamically Designed

Digital Ally's newest fleet video system offers the same great features as the DVM-250 System in a completely new form-factor. The compact non-intrusive framework allows for multiple mounting options in any vehicle type.

Capture Events

Review Driver Behavior

Review and coach drivers to increase overall driver and passenger safety and result in reduced liability.





Multi-Camera Options Customizable Angles

The Fleet 250 contains two built-in cameras, one road and one cabin facing. The Fleet 250 can be equipped with up to four additional cameras with two recording streams. The recording streams can be customized to record high risk areas in and around vehicles. An optional backup camera display keeps drivers informed of their surroundings.

Critical Capture Never Miss an Important Event

Pre-Event: When enabled, the system will always record up to the last thirty 30 seconds to capture the events leading up to the activation of a recording.

Evidence Capture Assurance® (ECA): When enabled, ECA provides a continuous loop of recording that allows a fleet manager to go back and look at video from an entire shift.

DVM-250 Plus In-Vehicle Video System:



Solid State Digital Video Mirror (DVM)

The DVM0250 Plus In-Vehicle Video System is a compact, powerful, and easy to use system that replaces a factory rearview mirror. Digital Ally's continuation in the family of highly successful DVMs is a time-tested solution for commercial fleet vehicles.

Capture Events Review Driver Behavior

Review and coach drivers to increase overall driver and passenger safety and result in reduced liability.

Multi-Camera Options
Customizable Angles

The DVM-250 Plus System contains two built-in cameras, one road and one cabin facing. The DVM-250 Plus can be equipped with up to four additional cameras with two recording streams. The recording streams can be customized to record high risk areas in and around vehicles. An optional backup camera display keeps drivers informed of their surroundings.

Critical Capture

Never Miss an Important Event

Pre-Event: When enabled, the system will always record up to the last thirty 30 seconds to capture the events leading up to the activation of a recording.

Evidence Capture Assurance® (ECA): When enabled, ECA provides a continuous loop of recording that allows a fleet manager to go back and look at video from an entire shift.



Fleet 250 and DVM-250 Plus Features:

VIDEO RESOLUTION	480p
STORAGE	32GB Internal 16GB External
NUMBER OF CAMERAS	2 internal included (Optional add on of up to 4 additional cameras for the Fleet 250) (Optional add on of up to 6 additional cameras for the DVM-250 Plus)
SIMULTANESOUS STREAM	Up to two simultaneous streams
PRE-EVENT	Up to 30 seconds
INTERNAL TRIGGERS	GPS based on locations of interest and distance from home base Accelerometer Record button
EXTERNAL TRIGGERS	VuLink Emergency lights Siren Vehicle Speed Sensor Toggle switches etc.
VIDEO UPLOAD	Wireless
WARRANTY	3-year Advanced Exchange Warranty included

Fleet 250 and DVM-250 Plus In-Vehicle Camera Systems Specifications:

Power	
OPERATING VOLTAGE	13.8VDC
ON	0.36A @ 13.8Vdc
OFF	0.260mA @ 13.8vdc
SLEEP	170mA @ 13.8vdc
LOW POWER STANDBY	170mA @ 13.8vdc
INTERNAL BACKUP BATTERY	3.7v, 1150mA, Rechargeable Lithium Ion Polymer Battery
Environmental/Mechanical	
OPERATING TEMPERATURE	-20° to +70° C
STORAGE TEMPERATURE	-40° to +80° C
DIMENSIONS	48mm (1.9in.)(D) x 279mm (11in.)(W) x 106mm (4.7in.)(H)
WEIGHT	733g (1.62lbs)
Internal Components	
ROAD FACING CAMERA	63.2°(V) X 84.8°(H) X 106.8°(D)
PASSENGER FACING CAMERA	96°(V) X 119°(H) X 141°(D)
LCD MONITOR	3.5" Color
REAL TIME CLOCK	On board, used when GPS signal is lost.
ACCELEROMETER	3-axis, ±8g
MICROPHONE	Internal (max. input SPL 110dB, sensitivity -30dB)
VIDEO	2-recording channels @ 30fps(max), D1, 720x480, H.264, AVI
AUDIO	2-Channel for separate internal/external microphone audio
External Components	
GPS RECEIVER	4Hz position update rate, 2.5m position accuracy
LICENSE PLATE BACKUP CAMERA	95° (V) x 125.8° (H) x 155.4° (D)
INFRARED BACKUP CAMERA	76° (V) x 102° (H) x 115° (D)
Media Storage	
CAPACITY	External SD Card Support: 8/16*/32 GB, Class-10, commercial grade purchased from Digital Ally. (*Included)
SECURE MEDIA ACCESS	Optional tamper resistant screw and access door, requires corresponding security key to unlock the access door.
PRE-EVENT BUFFER	Up to 30 seconds for each of the two recording channels, adjustable in 6 second increments



Pair with these other Digital Ally Products:

-  Asset Tracking Unit (ATU)

Asset Tracking Units

Digital Ally, Inc.

Product Model: Asset Tracking Unit (ATU)

Introducing the Asset Tracking Unit (ATU):

Digital Ally's Asset Tracking Unit (ATU) is small, compact, and lightweight. The ATU can be wired to a vehicle and will work immediately after it is connected. The ATU tracks in near real-time and a supervisor or manager can monitor events as they occur. An alarm will trigger on the ATU to notify a supervisor or manager if it is tampered with or removed.

The Asset Tracking Unit can provide real-time location information for one or multiple vehicles on a single interactive map in our FleetVu Manager Cloud solution. In addition, the ATU can display near real-time driving behaviors such as direction changes, traveled path, speed, acceleration, braking, geofence, high G-force incidents, etc. The ATU is designed with the capability to send email and SMS alerts about real-time driving behaviors to a supervisor or manager as they occur.

Key Asset Tracking Unit Features:

- Real-Time Monitoring and Reporting on Driver Behavior
- Administrator Configurable and Programmable Alerts
- 3-Axis Accelerometer
- Easy and Discrete Installation
- LTE Wi-Fi Hotspot Capability
- Multi-Carrier options
- Power Saving Mode
- Backup Battery
- Wireless Firmware Upgrades



Geofences in FleetVu.com

Drive ROI
With Real-time Updates

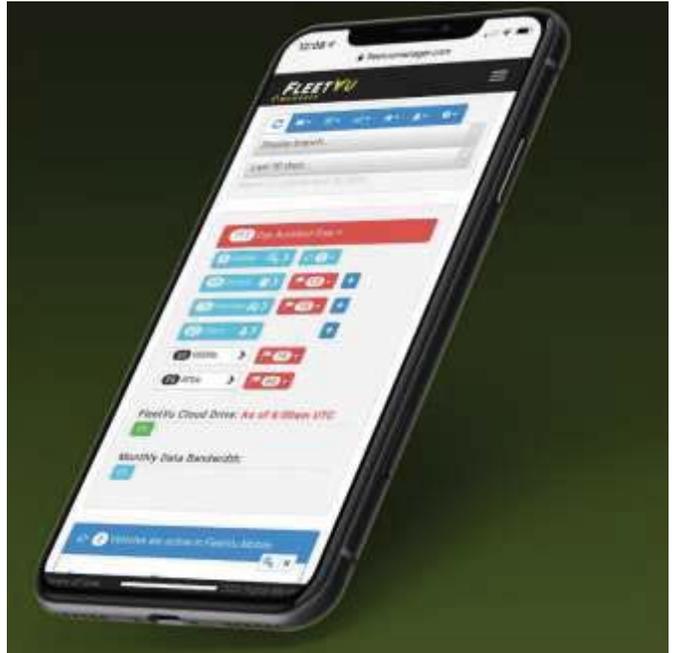
The Asset Tracking Unit (ATU) adds powerful GPS tracking, mapping, vehicle maintenance reports, starter disable, geofencing, posted speed violations, health checks, and can serve as a mobile hotspot.

Mobile Hotspot
LTE Connectivity

When the ATU is paired with one of our In-Vehicle Camera Systems, video can be transferred to the cloud via LTE cell connectivity.

Improve the Fleet
Locate Assets

With powerful GPS tracking and mapping, learn the location of assets in real time.



Metric Tracking
Maintenance Reporting

Track and receive mileage alerts to know when important vehicle maintenance is needed such as oil changes and tire rotations.

Protect Assets
From Unauthorized Use

Digital Ally understands the importance of high value assets. With the ATU, fleet managers have the ability to remote activate a Digital Ally In-Vehicle Camera or deactivate a vehicle starter.

Designate Zones
Receive Alerts

Create customized geofence fields to automatically receive alerts via text or email when a vehicle is entering and leaving the designated area.

System Connectivity Check
Seamless Integration

When paired with one of our In-Vehicle Camera Systems, know instantly what devices are connected and the status of video uploads. If an error occurs, fleet managers can spot the problem and request more information.



Specifications for the Asset Tracking Unit:

LTE	Cat-4 EC25-A: B2/B4/B12 EG25-G: LTE-FDD: B1/B2/B3/B4/B5/B7/B8/B12/B13/B18/ B19/B20/B25/B26/B28 LTE-TDD: B38/B39/B40/B41 Output Power: 23dBm±2.7dBm
GSM	GSM850/GSM900/DCS1800/PCS1900 Output Power: GSM850/900: 33dBm±2dBm DCS1800/PCS1900: 30dBm±2
Device Control and Reporting	HTTP/TCP/UDP/SMS
GPS Sensitivity	-162dBm Tracking Sensitivity Accuracy(Open Sky): < 2.5m (CEP50)
Comprehensive IO's	4 Inputs / 4 Outputs / 2 A/D Inputs and 3 UARTS
Wi-Fi	802.11 a/b/g/n/ac Maximum Speed 150Mbps AP (Max Access Point): 10 Encryption Modes: WEP, TKIP, AES, WPA-PSK, WPA2-PSK
Operational Temperature Range	-20 C to +65 C or -4 F to 149 F
Motion Detection	Built in 3-Axis Accelerometer
Power Consumption	- Active mode: <32 mA @12VDC - Sleep mode: <22 mA @12VDC
Battery capacity	300 mAh
Supply Voltage	6-42 VDC
Storage temperature(Without battery)	-40 C to 85 C or -40 F to 185 F
Housing Dimension / Weight	90mm x 55mm x 18mm (3.54in x 2.17in x 0.70in) / 65g (2.29oz)
Certificates	PTCRB, FCC, RoHS

Pair with these other Digital Ally Products:

-  DVM-250 In-Vehicle Camera Kit
-  FLT-250 In-Vehicle Camera Kit

Body Camera Kits and Systems

Digital Ally, Inc.

Product Model: FirstVu PRO Body Camera

Introducing the FirstVu PRO Body Camera (Single Piece Body Camera)

Digital Ally’s newest one-piece body-worn camera utilizes the most advanced evidence capturing technology. The one-piece unit captures the highest quality HD video and audio, while offering industry leading features like live maps and streaming, Advanced Image Sensors, and PTT integration.

Features:

- Livestreaming
- Full-color Touchscreen Display
- Front and Rear-facing Cameras
- Advanced Image Sensor with IR LEDs
- 10+ Hour Battery Life
- Full HD 1080P Video Resolution
- H.264/H.265
- Highly Efficient Video Compression



FirstVu PRO Specifications:

Video

Resolution	1920 x 1080 HD
Field of View	110° with Distortion Correction
Pre/Post Event Recording	Configurable
Encoding	H.264 OR H.265 with MPEG-4 Format
Image Sensor with IR LEDs	Low Light Imaging

Storage

Internal	128GB
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Design

Display	2.4" Touchscreen
Cameras	Front Camera and Rear Camera
LED Indicator	Yes
USB	Type-C

Battery

Battery Life	10+ hours
Recharge Time	Up to 3 hours
Replaceable	Li-Ion Battery
Battery Back-up	Hot Swappable

Durability

Drop Test	6 Feet
Vibration/Shock	MIL-STD-810G
Dust/Water Protection	IP67 3 Feet for 30 min
Operating Temperature	-22°F to 131°F

Wireless

Technology	3G/4G Cellular / GPS / WIFI / Livestreaming
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Pair with these other Digital Ally Products:

-  QuickVu 8 Docking Station with eight bays
-  QuickVu 24 Docking Station with twenty-four bays
-  EVO-HD In-Car Video System

Digital Ally, Inc.

Product Model: FirstVu II Body Camera

Introducing the FirstVu II Body Camera (Single Piece Body Camera)

Digital Ally's FirstVu II Body Camera utilizes the most advanced evidence capturing technology. The lightweight, one-piece unit captures full High Definition (HD) video and audio, while offering industry-leading features such as an articulated camera head, a full-color display, an advanced image sensor, and GPS. The rugged design is capable of handling the harshest of environments. It boasts an IP67 rating resisting dust & wind and is water submersible for thirty (30) minutes at a depth of three (3) feet. It is MIL-STD-810G compliant and capable of handling drops, shock, vibration, and functioning flawlessly in an extremely wide temperature range.

Full-Color Display: Flexible Wearing Options

The FirstVu II Body Camera can be worn with the screen facing forward. Front-facing screens have proven to have a calming effect on people being recorded. Once they notice they're being recorded on the screen, they are less likely to be violent and uncooperative.

Advanced Image Sensor: Reliable Image Capture

Capture better video evidence with improved low-light performance, reduced motion blur, and clear audio with noise reduction technology.

Rugged and Reliable: Flawless performance in harsh environments

The rugged design is capable of handling the harshest of environments and will function flawlessly in an extremely wide temperature range. It boasts an IP67 rating resisting dust and wind and is water submersible for thirty (30) minutes at a depth of three (3) feet. The FirstVu II Body Camera is MIL-STD-810G compliant and capable of handling drops, shock, and vibration.





Articulated Camera Head: Optimal Field-of-view

The FirstVu II Body Camera design delivers outstanding performance over the lifetime of the articulated camera head (over 30,000 rotations) which provides an optimal field-of-view and flexible wearing options.

FirstVu II Body Camera Specifications

- Video Resolution: 1080p HD (1920 x 1080 HD)
- Field-of-view: 120° with Distortion Correction
- Digital Zoom: 64X
- Pre/Post Event Recording: 30 seconds configurable
- Articulated Camera: 250° Horizontal, 20° Vertical
- Display: 2.0 Inch Screen
- GPS: Yes
- Battery Life: 12 hours
- Recharge Time: 3 hours
- Storage: 32GB non-removable and
- Drop Test: 6 Feet
- Vibration/Shock: MIL-STD-810G
- Dust/Water Protection: IP67 / 3 Feet for 30 min
- Operating Temperature: -20°F to 140°F
- Encryption: AES-256
- USB: Type-C
- Highly Efficient Video Compression: H.264/H.265 -
- Multiple Mounting Options: chest, shoulder, helmet, magnetic, car-mount, etc.



Pair with these other Digital Ally Products:

-  QuickVu 8 Docking Station with eight bays
-  QuickVu 24 Docking Station with twenty-four bays
-  EVO-HD In-Car Video System

Digital Ally, Inc.

Product Model: FirstVu HD Body Camera (Two-Piece Model)



FirstVu HD



TWO-PIECE SOLUTION

FirstVu HD

The FirstVu HD two-piece model can be mounted on a variety of locations on the officer via the Klick-Fast mounting system, small or large clips, buttons, magnets, Velcro, rail and options for the lapel and tactical helmet.

HIGH DEFINITION VIDEO & AUDIO

720p Resolution with 130° field of view

The camera captures exactly what the officer sees during the incident. HD Audio recording built into the camera.



Included with each FirstVu HD Body Camera Kit:

- FirstVu HD DVR
 - Standard Battery Version or Extended Battery Version
- FirstVu HD Camera
 - 11-inch cable or 48-inch cable
- Camera Cable Clamp
- Two Standard or One Extended Battery
- Battery Charger
- AC Outlet Adapter for Battery Charger
- DC Car Adapter for Battery Charger
- Charge/Data Cable
- Standard Fabric Clip Mount
- Velcro Mount
- Button Mount
- Wedge Mount Kit
- Reference User Guide



Item	Qty	Description
1	1	FirstVu HD Camera
2	1	FirstVu HD DVR
3	2	Cable, USB 2.0 Type A to Mini-B
4	1	Velcro Mount
5	1	Fabric Clip
6	1	Quick Reference Guide
7	1	Button Mount
8	1	Home Charger
9	1	Car Charger
10	2	FirstVu HD Battery
11	1	Battery Charger
12	1	Wedge Kit

FirstVu HD Specifications:

Video Resolution	720p (1280x720) or VGA (640x480)
Field of view	Horizontal: 95°, Vertical: 80°, Diagonal: 130°
Low Light Sensitivity	0.08 Lux (minimum); Fixed focus lens
Pre-Event Buffer	60 seconds video & audio; adjustable in one second increments
Internal Memory	32 GB secure internal memory
Encryption	H.264 codec with configurable quality settings
Secure Media Access	May be configured so only designated computers can access recordings
Covert Mode	Deactivates LEDs (vibrating confirmations and LEDs remain off)
Connection	Mini-USB for uploading recordings and charging (Docking Station optional)
Weather Rating	general water rating that is IP56 equivalent

Humidity	10 -90% RH, non-condensing. IP56 water resistant camera head
Operating Temperature	-20° to +70° C
Storage Temperature	-40° to +80° C
Weight	Camera and Cable = 0.8 oz
	Body (DVR) = 3.1 oz
Dimensions	2 5/8”(w) x 4”(h) x 5/8”(d) (Main Recorder)
	1 1/8”(w) x 1 1/2”(h) x 1.0”(d) (Camera Module)
Battery	3.7vDC 2,200mAh, Rechargeable Lithium Ion Polymer Battery, field replaceable
Quality Settings	Eight different HD or SD Quality and Frames per Second configurations
Record Time	16 hours in HD (High Quality Setting)
	54 hours in SD (Lowest Quality Setting)
Videos	Records non-proprietary AVI Videos
Metadata	Saves Date, Time Stamp, and Marks
Extended Battery	up to 16 hours Standby (or up to 96 hours with no activity)
	up to 9 hours continuous record time with pre-event enabled
Standard Battery (2 included with each FirstVu HD purchase)	up to 12 hours Standby each (or up to 48 hours each with no activity)
	up to 9 hours with both batteries (4.5 hours each) continuous record with pre-event enabled
Microphone	Internal (max. input SPL 110dB, sensitivity -42dBV)
Audio	Mono, may be muted by user Multiple configuration options
GPS	Tag GPS location during playback through VuVault GO
Made Where	Assembled in USA. Internals built in Kansas
Local Warranty	1-year Advanced Exchange included at no cost

Pair with these other Digital Ally Products:

-  12-Bay Docking Station
-  DVM-800 In-Car Video System
-  VuLink Automatic Activation Device
-  VuVault Software

Digital Ally, Inc.

Product Model:

QuickVu Docking Stations for the FirstVu PRO or II Body Cameras

QuickVu 24 and QuickVu 8 Docking Stations:

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-inch interactive touchscreen display.

Features:

- Built-in interactive touchscreen display
- Cold-rolled steel construction
- Whisper-quiet operation
- Fast offload speeds
- Configurable storage options
- Firmware pushed through the dock
- Houses 24 body cameras



QuickVu 8 Docking Station

The QuickVu 8 Docking Station provides a comprehensive and elegant solution for storing and charging body cameras while 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
- Configurable storage options
- Firmware pushed through the dock
- Houses 8 body cameras



Pair with these other Digital Ally Products:

-  FirstVu PRO Body Camera
-  FirstVu II Body Camera
-  EVO-HD In-Vehicle Camera

Digital Ally, Inc.

Product Model:

12-Bay Docking Station for the FirstVu HD Body Camera



Digital Ally’s 12-Bay Smart Dock/Charging Station includes a 1TB local memory hard drive. This Docking Station can also simultaneously upload four (4) hours of video from twelve (12) FirstVu HD Body Cameras within a fifteen (15)-minute shift change. Configuration updates can also be automatically pushed to the 12-Bay Docking Station.

Docking Station Specifications:

Power	
OPERATING VOLTAGE	12 VDC, ± 10%
POWER CONSUMPTION	9.6W – 24.96W
POWER ADAPTER 1	AC to DC, 12VDC /5 A
POWER ADAPTER 2	AC to DC, 12VDC / 7.5 A
MINIMUM POWER INPUT	12 VDC, 4 A
Environmental/Mechanical	
OPERATING TEMPERATURE	-20° to +60° C
STORAGE TEMPERATURE	-40° to +85° C
RELATIVE HUMIDITY	95% @ 40° C (non-condensing)UL, CCC, BSMI
SAFETY CERTIFICATIONS	UL, CCC, BSMI
DIMENSIONS	34.6cm (13.5in.) (L) x 36.5cm (14.3in.)(W) x 15.8cm (6.3in.)(H)
WEIGHT	6.12kg (13.5 lbs)
Network	
NETWORK INTERFACE	6.12kg (13.5 lbs)
DATA TRANSFER RATE	Average >8MB/s per device upload to docking station. Up to 1GB/s from docking station to server.

Pair with these other Digital Ally Products:

-  FirstVu HD Body Camera
-  DVM-800 In-Car Camera
-  VuVault Software

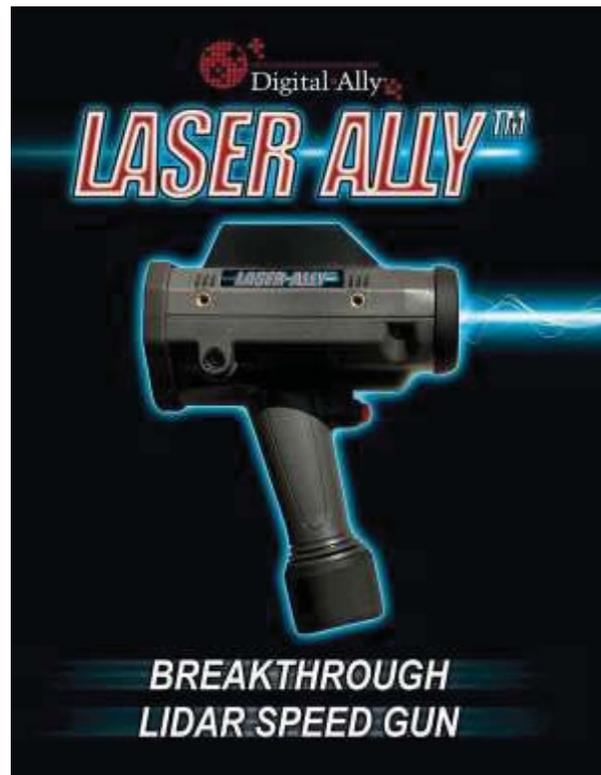
LIDAR Systems and Accessories

Digital Ally, Inc.

Product Model: Laser Ally: LIDAR System (US/MPH)

LaserAlly LIDAR Speed Gun:

As the premiere Speed/Measurement LIDAR System in the market today. LaserAlly is Digital Ally's all-new small, lightweight and well-balanced LIDAR system. The system's unique design offers several feature enhancements relative to currently available competitive products.



LaserAlly features the ability to pinpoint the speed and direction of a vehicle in single or multi-lane traffic, without regard to traffic congestion; a ruggedized enclosure for heavy use that is waterproof for harsh environmental conditions; anti-jamming technology to defeat detectors; a 6000-foot maximum acquisition range, 1/3-second acquisition time; obstruction and weather modes; easy-to-use menu; improved alignment stability and true continuous tracking; and the unit is upgradable in the field via a USB port.

The LaserAlly Speed LIDAR is a high performance electro-optical product providing accurate speed and distance measurements custom designed for the law enforcement community. The LIDAR provides pinpoint target identification via its clear head-up display targeting system and fast target acquisition using sophisticated, robust data processing algorithms. The *LaserAlly*™ Speed LIDAR was designed for light-weight operation and long battery life. It provides numerous useful settings and features including advanced ECCM (Electronic Counter Measures), weather/obstruction modes and a USB interface for easy data interface and upgrades.



Each Digital Ally LaserAlly unit comes with two “C” cell batteries for up to 32-hours of operation, a rugged high-impact waterproof carry case, operator’s manual, , and a certificate of compliance. Optional rechargeable NiMH battery pack and shoulder stock are also available.

The LaserAlly is a complete handheld LIDAR product providing accurate speed and distance measurements custom designed for law enforcement use.

The housing is composed of a polycarbonate ABS blend for strength and chemical resistance with padded bumpers on both the front and back of the unit:

- Ruggedized for heavy use
- Waterproof for harsh environmental conditions
- Critical alignment components are tied together by a second internal die cast metal structure to withstand a drop without requiring realignment



Pair with these other Digital Ally Products:

-  FirstVu HD Body Camera
-  12-Bay Docking Station
-  DVM-800 In-Vehicle Camera Kit
-  VuLink: Automatic Activation Device
-  FirstVu PRO Body Camera
-  QuickVu Docking Station
-  EVO-HD In-Vehicle Camera System

VuVault Software

Digital Ally, Inc.

Product Model:

VuVault Software (Standalone, Server, or Enterprise level)

VuVault | Local Software:

The VuVault back office software suite enables law enforcement agencies to quickly and easily manage their digital video evidence across all of Digital Ally's products. VuVault is utilized for playing back, downloading, archiving, reviewing, unit configuration and management, running customizable reports and chain of custody logs as well as exporting/burning videos to DVD's for court.

Digital Ally can provide Access points, Computer Workstations and Servers for video storage and data archiving. Digital Ally recordings can be easily archived to DVD, Hard Drive, Tapes, Etc. through the user friendly VuVault Software console.



With VuVault, you can also purchase the level of software that will best suit your agency. VuVault comes in Standalone, Server, and Enterprise level software options. VuVault Server and VuVault Enterprise level software come with unlimited workstation licenses.

Device and User Management

Manage all of your Digital Ally devices and groups through once simple back office software. VuVault administrators can configure and assign devices, set retention policies and control user and group permissions all through VuVault.

Video Evidence Reporting

Creates reports on just about anything. At the touch of a button will allow you to instantly know which officers have or haven't uploaded videos recently, identify high crime areas, and generate chain of custody reports for court. VuVault gives you the flexibility and functionality you need in a video management system.

Chain of Custody Reporting

Ensures that the exact video that was uploaded into the system is the video that is being shown to the attorneys and used in court. The original video file remains unaltered despite any notes, marks or segmentation that an officer might make to the video.

Active Directory Login

VuVault leverages Microsoft Active Directory for managing system security access and authentication. With Active Directory integration enabled, users will not need to login to VuVault once their username has been associated with an

active directory group. All associated permissions for the group will be assigned automatically when logging in making VuVault incredibly easy to deploy across an agency utilizing a Microsoft server environment

Redaction, Case Management, and Share Portal License

The Redaction, Case Management, and Share Portal License for VuVault Software includes redaction, a portal to share video, and case management. The Share Portal is an extensive, secure and flexible portal to facilitate convenient sharing of video evidence and case files with designated and credentialed third parties. This functionality can be used on a one-off basis by the issuance of one-time credentials or can be configured to allow regular and continued access by known and trusted third parties (i.e. the prosecutor and staff). These third parties will have the option, if given privileges per share, to review and/or download files in native format to solid state memory. A proprietary player is not needed to review video after it is downloaded.

VuVault Server Software Specifications:

VuVault Server Software Client Minimum Specifications:

- Processor: Intel® 2nd Gen i3 mobile class at 2.1GHz, AMD Athlon II X3 or Phenom II X3 desktop class at 3GHz
- Operating System: Windows 7 Professional
- Memory: 2GiB
- Graphics Processor: Intel® HD2000 Integrated Graphics (or comparable solution)
- Microsoft .NET Framework: Version 4.5

VuVault Server Software Client Recommended Specifications:

- Processor: Intel® i5-Series desktop class, any AMD FX desktop class (or better)
- Operating System: Windows 10 Pro (or greater)
- Memory: 4GiB (or greater)
- Graphics Processor: Intel® HD4000 Integrated Graphics, Discrete Graphics (or better)
- Microsoft .NET Framework: Latest Version

VuVault Enterprise Software Minimum Specifications:

- Microsoft SQL Server: SQL Server 2008 Standard Edition or greater (Excl. SQL Server 2017), 4-cores licensed minimum
- Hardware Requirements: Contact Digital Ally's Technical Services Team for review

Server Specifications

Minimum Specifications:

- Processor: Intel® i3-Series desktop class at 3.3GHz or Xeon Family Quad-Core at 2GHz with Turbo Boost (2-core minimum)
- Operating System: Windows Server 2008
- Memory: 4GiB
- OS/Database Drive: 40GiB Free Space
- Data Storage Drive (2nd Drive): At least 1TiB
- Microsoft .NET Framework: Version 4.5

Recommended Specifications:

- Processor: Intel® i7-Series desktop class or Xeon Family Quad-Core at 2.4GHz, any AMD Ryzen desktop class (or better)
- Operating System: Windows Server 2016 64-bit (or greater)
- Memory: 8GiB (or greater)
- OS/Database Drive: 40GiB Free Space, Solid State Drive
- Data Storage Drive (2nd Drive): At least 1TiB
- Microsoft .NET Framework: Latest Version

Pair with these other Digital Ally Products:

-  FirstVu HD Body Camera
-  12-Bay Docking Station
-  DVM-800 In-Vehicle Camera System
-  VuLink: Automatic Activation Device