



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 4

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 425138

Procurement Type: Central Purchase Order

Vendor ID: 

Legal Name: DIGITAL ALLY INC

Alias/DBA:

Total Bid: \$149,560.00

Response Date: Response Time:

SO Doc Code: CRFQ

SO Dept: 0926

SO Doc ID: PSC1800000005

Published Date: 3/2/18

Close Date: 3/13/18

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 4

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 425138
Solicitation Description : In-car video recording systems
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-03-13 13:30:00	SR 0926 ESR03081800000003989	1

VENDOR
000000109205 DIGITAL ALLY INC

Solicitation Number: CRFQ 0926 PSC1800000005

Total Bid : \$149,560.00 **Response Date:** 2018-03-09 **Response Time:** 14:29:51

Comments:

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	In-car video recording systems	40.00000	EA	\$3,739.000000	\$149,560.00

Comm Code	Manufacturer	Specification	Model #
46000000			

Extended Description :	Digital Ally DVM 800 Series, Complete Kit, Item K001-00081-00, or equal, in-car video recording system.
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Comments: Please see attached Digital Ally Itemized Pricing for complete pricing details.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 04 - Audio/Video

Proc Folder: 425138

Doc Description: In-car video recording systems

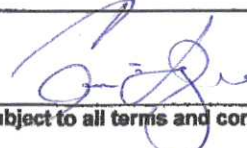
Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-02-26	2018-03-13 13:30:00	CRFQ 0926 PSC1800000005	1

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

Vendor
 Vendor Name, Address and Telephone Number:
 Digital Ally, Inc.
 9705 Loiret Blvd
 Lenexa, KS 66219-2409
 913-814-7774

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X  Greg Dyer,
 VP of National Sales FEIN # 20-0064269

DATE March 7, 2018

All offers subject to all terms and conditions contained in this solicitation

Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the Public Service Commission of West Virginia (PSC) to establish a One-time Purchase contract with a Vendor of Forty (40) in-car video recording systems per the terms and conditions and specifications as attached.

BUYER TO		SELLER TO	
ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST		RECEIVING/TRANSPORTATION BUILDING PUBLIC SERVICE COMMISSION 1116 QUARRIER ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	In-car video recording systems	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46000000			

Extended Description :

Digital Ally DVM 800 Series, Complete Kit, Item K001-00081-00, or equal, in-car video recording system.

PSC1800000005	Document Phase Draft	Document Description In-car video recording systems	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 03/02/2018 @ 10:00 A.M. EST

Submit Questions to: Melissa Pettrey, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: melissa.k.pettrey@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Melissa Pettrey
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 03/13/2018 @ 1:30 P.M. EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

"Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Nicole Leiker, Bid Specialist

(Name, Title)

Nicole Leiker, Bid Specialist

(Printed Name and Title)

9705 Loiret Blvd, Lenexa, KS 66219

(Address)

913-814-7774 / 913-814-7775

(Phone Number) / (Fax Number)


bids@digitalallyinc.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Digital Ally, Inc.

(Company)



Vice President of National Sales

(Authorized Signature) (Representative Name, Title)

Greg Dyer, Vice President of National Sales

(Printed Name and Title of Authorized Representative)

March 7, 2018

(Date)

913-814-7774 / 913-814-7775

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
In-car video recording system

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Public Service Commission (PSC) to establish a contract for the one time purchase of forty (40) in-car video recording systems.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item”** means the in-car video recording system as more fully described by these specifications.
 - 2.2 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 “LCD”** means liquid crystal display and is a type of screen that is used in many computer, tablets, cameras and cell phones. LCDs are very thin.
- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 In-car video recording system, Digital Ally DVM-800 Series - Complete Kit, Item K001-00081-00, or equal, in-car video recording system.**
 - 3.1.1.1** Vendor shall provide forty (40) new, not refurbished or remanufactured, in-car video recording systems; hereinafter referred to as **each system**.
 - 3.1.1.2** Recording and in-vehicle playback controls shall be contained in the rear view mirror.
 - 3.1.1.3** Rear view mirror shall have a minimum 3.5-inch LCD display used for viewing video and display shall be invisible when system is not in use.

REQUEST FOR QUOTATION
In-car video recording system

- 3.1.1.4** Each system shall have a minimum of four cameras that are compatible with the vendors proposed system.
- 3.1.1.5** Camera directions, at a minimum, shall include: passenger facing, forward road-facing, rear road-facing (back-up/reverse), and side view.
- 3.1.1.6** Front camera shall have minimum 12X optical zoom capability.
- 3.1.1.7** Each system shall have capability to record at a minimum, in addition to the audio: the date and time, vehicle speed, and GPS coordinates (global positioning system).
- 3.1.1.8** Each system shall record in standard-definition (SD) video resolution.
- 3.1.1.9** Each system shall have GPS (global positioning system).
- 3.1.1.10** Each system shall have a minimum of one memory card slot for manual file storage to a secure digital (SD) 32 GB memory card.
- 3.1.1.11** Each system shall come with a minimum of one 32 GB memory card.
- 3.1.1.12** Each system shall have an internal memory of a minimum 32 GB or capable to store a minimum of two hours of video recordings.
 - 3.1.1.12.1** The Vendor will not be providing storage services to a server. The PSC will store data.
- 3.1.1.13** Each system shall have a minimum of two in car audio sources/microphones.
- 3.1.1.14** Each system shall have wireless microphone which starts recording automatically based on programmed triggers and shall have a recording range of a minimum of one-thousand (1,000) feet.

REQUEST FOR QUOTATION
In-car video recording system

- 3.1.1.15** Each system shall come with a wireless microphone, charging cradle, a belt clip, and a lapel clip.
- 3.1.1.16** Cameras shall be waterproof.
- 3.1.1.17** Each system shall record in color during daylight operation and black and white during night time operation.
- 3.1.1.18** Each system shall be capable of recording on two channels simultaneously.
- 3.1.1.19** Recording should be started by programmed triggers, which at a minimum shall be: braking, collision, GPS co-ordinates, vehicle speed, sirens, and lights; manually using record option/button; wireless microphone activation.
- 3.1.1.20** Recordings should end when triggers become inactive or user manually ends recording or vehicle has been turned off for thirty minutes.
- 3.1.1.21** Pre-event recording should capture up to a minimum of thirty (30) seconds prior to recording being activated.
- 3.1.1.22** Each system shall come with operational software, mounting hardware, operational cables/cords, power supplies, and operational/user manual.
- 3.1.1.23** Each system shall have a minimum two (2) year warranty.
- 3.1.1.24** The PSC will install and set-up the system in each vehicle.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Bid Amount as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by providing individual unit price, the extended price (which is the individual unit price multiplied by number of contract items) and then list the Total Bid.

REQUEST FOR QUOTATION
In-car video recording system

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor MUST provide the brand name and model number in the space provided on the pricing sheet if bidding an equal product.

To expedite bid, Vendor should provide any product brochures and or specification sheets with their submitted bid response, noting the areas that their or equal product meets the mandatory requirements. This information may be required before award of contract.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within fifteen working days, working days are Monday through Friday, after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at:

**Public Service Commission
1116 Quarrier St.
Transportation Building – Jeff Schoolcraft
Charleston, WV 25301**

(Vendor shall advise their courier that delivery will be an “inside-delivery”)

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

REQUEST FOR QUOTATION
In-car video recording system

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

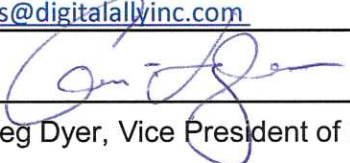
7 VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

PSC In-Car Video Recording System

Exhibit A

Pricing Page

Item No.	Description	Brand Name and Model if bidding or Equal Equipment	Quantity	Unit Price	Extended Amount
1	Digital Ally DVM-800 Series - Complete Kit, Item K001-00081-00, or Equal		40	3,739.00	149,560.00
	Failure to use this form may result in disqualification			Total Bid Amount	149560.00
	Vendor Information				
Name:	Digital Ally, Inc.				
Address:	9705 Loiret Blvd				
	Lenexa, KS 66219-2409				
Phone:	913-814-7774 (Toll-Free at 800-440-4947)				
Email Address:	bids@digitalallyinc.com				
Authorized Signature:					

Greg Dyer, Vice President of National Sales

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Digital Ally, Inc.

Signed: 

Date: March 7, 2018

Title: Greg Dyer, Vice President of National Sales

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Digital Ally, Inc. Address: 9705 Loiret Blvd
Lenexa, KS 66219

Authorized Agent: Greg Dyer, VP of National Sales Address: 9705 Loiret Blvd, Lenexa, KS 66219

Contract Number: PSC1800000005 Contract Description: In-car video recording systems

Governmental agency awarding contract: Public Service Commision

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

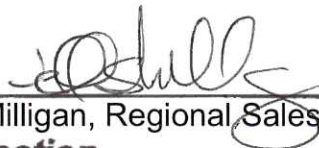
Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 
Jeff Milligan, Regional Sales Director


Date Signed: March 9, 2018

Notary Verification

State of Kansas, County of Johnson:

I, Jeff milligan, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 9th day of March, 2018.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

county of Johnson
ELAINE WARE
Notary Public State of Kansas
My Appt. Expires 6-22-2020

STATE OF WEST VIRGINIA

Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Digital Ally, Inc.

Authorized Signature: [Signature] Date: March 9, 2018

Jeff Miligan, Regional Sales Director

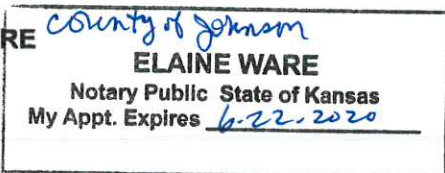
State of Kansas

County of Johnson, to-wit:

Taken, subscribed, and sworn to before me this 9 day of March, 2018

My Commission expires 6-22, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 04 – Audio/Video

Proc Folder: 425138

Doc Description: In-car video recording systems

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-03-02	2018-03-13 13:30:00	CRFQ 0926 PSC1800000005	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

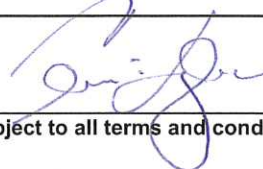
VENDOR

Vendor Name, Address and Telephone Number:

Digital Ally, Inc.
 9705 Loiret Blvd
 Lenexa, KS 66219-2409
 913-814-7774

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X  Greg Dyer,
 VP of National Sales FEIN # 20-0064269

DATE March 7, 2018

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMAITON:

ADDENDUM

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the Public Service Commission of West Virginia (PSC) to establish a One-time Purchase contract with a Vendor of Forty (40) in-car video recording systems per the terms and conditions and specifications as attached.

INVOICE TO		SHIP TO	
ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST		RECEIVING/TRANSPORTATION BUILDING PUBLIC SERVICE COMMISSION 1116 QUARRIER ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	In-car video recording systems	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46000000			

Extended Description :

Digital Ally DVM 800 Series, Complete Kit, Item K001-00081-00, or equal, in-car video recording system.

PSC180000005	Document Phase Final	Document Description In-car video recording systems	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: PSC1800000005

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as PSC1800000005 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

- 1. To publish Vendor questions and Agency responses.**
- 2. Bid opening remains 03/13/2018 @ 1:30 P.M. EST**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Vendor Questions and PSC Responses
CRFQ 0926 PSC1800000005
In-car video recording systems

1. **Question:** Under the General Requirements, 3.1.1.22, relating to operational software, is PSC utilizing a “digital asset management software” once the in-car videos are produced?

Response: No we are not. Recording format must be in an open non-proprietary format. (examples: mpg , avi, flv)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PSC180000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Digital Ally, Inc.

Company



Authorized Signature
(Greg Dyer, VP of National Sales)

March 7, 2018

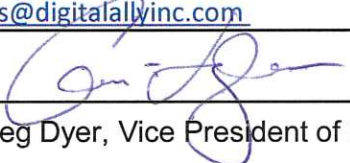
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

PSC In-Car Video Recording System

Exhibit A

Pricing Page

Item No.	Description	Brand Name and Model if bidding or Equal Equipment	Quantity	Unit Price	Extended Amount
1	Digital Ally DVM-800 Series - Complete Kit, Item K001-00081-00, or Equal		40	3,739.00	149,560.00
	Failure to use this form may result in disqualification			Total Bid Amount	149560.00
	Vendor Information				
Name:	Digital Ally, Inc.				
Address:	9705 Loiret Blvd				
	Lenexa, KS 66219-2409				
Phone:	913-814-7774 (Toll-Free at 800-440-4947)				
Email Address:	bids@digitalallyinc.com				
Authorized Signature:					

Greg Dyer, Vice President of National Sales

Local Software and On-Site Storage Cost Proposal

To:
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130



Date	Sales Representative	Payment Terms
3/13/2018	John Saunders	Net30

Qty	Description	Retail Unit Price	Unit Discount Price	Total Discount	Extended Total Price
40	DVM-800 In-Car Camera System with 5-year Advanced Exchange Warranty	\$3,995.00	\$3,739.00	\$10,240.00	\$149,560.00
1	VuVault Server Software	\$1,595.00	\$1,558.84	\$36.16	\$1,558.84
1	Professional Services	Select from one of two Professional Services Plans			Select from one of two Professional Services Plans

Grand Total Discount	\$10,276.16
Subtotal	\$151,118.84
Shipping and Handling	F.O.B. Destination
Grand Total	\$151,118.84

Professional Services Pricing (Choose one Option)

Qty	Description	Unit Price
1	<p align="center">Professional Services Remote Setup</p> <p>Includes:</p> <ul style="list-style-type: none"> • Dedicated Project Manager • Project Planning Meetings • Best Practices & Implementation Planning Session • Back-End Installation, Video Migration • Product Setup & Configuration • System Administrator & Troubleshooting Training Session • Digital Ally Instructor Training • Go Live - Follow-up Review Session 	\$900
1	<p align="center">Professional Services Turn-Key Setup</p> <p>Includes:</p> <ul style="list-style-type: none"> • Dedicated Project Manager • Weekly Project Planning Meetings • Best Practices & Implementation Planning Session • Onsite Back-End Installation, Video Migration • Product Setup & Configuration • System Administrator & Troubleshooting Training Session • Digital Ally Instructor Training • Go Live - End User Training • Go Live - Follow-up Review Session 	\$2,700

Optional Products

Qty	Description	Unit Price
1	<p align="center">VuLink Patented body camera and in-car camera device link</p>	\$395.00 per vehicle
1	<p align="center">UAP Outdoor Plus Wireless Access Point</p>	\$288.31
1	<p align="center">Cloud Share Admin License Share Portal, Redaction, Case Management</p>	\$399.00 per license



**The State of West Virginia
Public Service Commission**

**PRODUCT INFORMATION:
DVM-800 In-car Camera Systems**

**RFP No. | PSC1800000005
Opening Date: March 13, 2018**

Submitted by:



Digital·Ally™

9705 Loiret Blvd. | Lenexa, KS 66219
800.440.4947 | 913.814.7774 | digitalallyinc.com

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Digital Ally, Inc. | Company Information

Corporate Headquarters Location

Digital Ally, Inc.
9705 Loiret Boulevard
Lenexa, KS 66219
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”. 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-Car Camera Systems for law enforcement agencies, security agencies, EMS, commercial fleets, and educational institutions.

Specifications

Digital Ally does not take exception to any of the Specifications in Solicitation PSC180000005.

Contact Information

Regional Sales Director

Jeff Milligan
p: 913.814.7774
e: Jeff.Milligan@digitalallyinc.com

Bid Proposal Contact

Nicole Leiker, Bid Specialist
p: 913.814.7774
e: bids@digitalallyinc.com

Regional Sales Manager

John Saunders
p: 913.232.5348
e: John.Saunders@digitalallyinc.com



Company Qualifications

Digital Ally, Inc. is committed to providing law enforcement, security agencies, EMS, commercial fleets, and educational institutions with the highest quality technology to assist in capturing digital evidence. As an industry-leader, Digital Ally designs feature-rich products that are rugged, durable and reliable. Agencies from all 50 States and more than 90 other countries rely on our products every day.

Digital Ally was established in 2004 and revolutionized mobile video by introducing a complete In-Car Camera System integrated into a rear-view mirror. This design provides a more efficient use of space in vehicles, as well as providing a user-friendly system that can be positioned so it is not distracting to users. Our In-Car Camera Systems have high quality video ranging from Enhanced D1 Resolution to full 1080p HD Resolution.

Since the introduction of our series of In-Car Camera Systems, we have expanded our product offering to include the FirstVu HD line of Body Cameras and the patented VuLink automatic activation unit. VuLink enables the automatic activation of your In-Car Camera, wireless Microphone, and Body Camera. The FirstVu HD brings all the advantages of an In-Car Camera system to the shirt pocket of every officer. It is small and lightweight, easy to operate, and allows officers to record high quality video in full 720P HD.

Digital Ally, Inc. has also developed both a dynamic, comprehensible cloud –based solution and a back office software solution for easy management, review, and archiving of recorded evidence. New products are always in the pipeline to enable our customers to stay up to date with the latest in technology.

Digital Ally's sole business is dedicated to designing, manufacturing, and selling quality leading-edge digital video systems and related products. We understand the work, dedication, and commitment it takes to provide agencies of all sizes with Digital In-Car and Body Camera solutions.

All of the video systems designed by Digital Ally, Inc. offer many important benefits such as:

- Being fully-automatic
- Simple to operate
- Enhancing officer safety
- Reducing liability
- Capturing irrefutable evidence
- A total design and support solution

Headquartered in Lenexa, Kansas, Digital Ally, Inc. is publicly traded on the NASDAQ Capital Market under symbol DGLY. We have been awarded several cooperative and statewide contracts that include GSA, NPPGov, HGACBuy, TX-DIR, MiDEAL, PA COSTARS, Purchasing Cooperative of America, and more.

With new, innovative products being designed constantly, Digital Ally, Inc. strives to offer customers the solutions they need to capture the truth in situations where it matters the most.

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 to 60 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
- Full D1 resolution (720x480) road-facing camera with 12x variable zoom
- Passenger-facing Camera with Infrared illumination built into the rear view mirror
- Smart Infrared Backseat-facing Camera
- Vehicle Input Controller (model iFE-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

Optional Accessories:

- License Plate Backup Camera
- RMT Desktop Charger 120VAC
- Auxiliary 4-Camera Switch Box V3
- Card Reader, SDXC, with USB 3.0 Cable for PC
- Panel Mount Remote Activation Switch
- Footswitch (18/2AWG, 6ft, bare leads)
- Drop Mount Adapter
- Windshield Mount Adapter Kit
- Visor Mount for external front camera
- Siren Adapter Interface

Automatic Activation

VuLink: 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

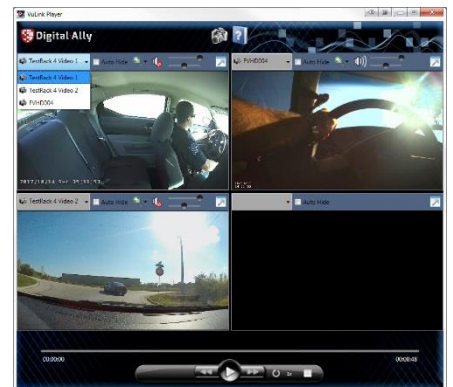
Most Common VuLink Triggers:

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



VuLink Sync Cable (Optional)

The VuLink Sync Cable creates a virtual link between FirstVu HD body camera video and DVM-800 videos that were triggered by the same event. All videos associated with the same event using the VuLink Sync Cable may be viewed simultaneously in the VuLink Player in VuVault.com or VuVault.



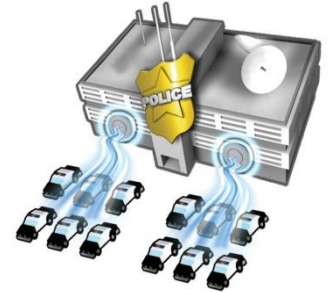
Coming Soon in Quarter 2 of 2018: **VuLink Pro**

- Reinforces Body Camera functionality
- Wireless transfer of body Camera video to evidence management system through cell modem
- In-Car Body Camera charging
- Wireless automatic activation from vehicle In-Car Camera triggers
- In-Car Playback with Mobile Data Terminal (MDT) video review
- Synchronized audio and video playback for In-Car Camera and Body Camera

DVM-800 Upload System

Wireless Uploading

- No laptop or MDT required for file transfer.
- Secure and Automatic file transfer upon successful connection to the network.
- Automatic removal of files from the SD card after the files are successfully transferred and verified for integrity.
- If the connection to the network is lost, or if the transfer is interrupted, the files will be saved and the software will resume transfer when it reconnects to the network.
- After successful transfer from the DVM to the designated computer or server the files will be automatically uploaded into the video management software.
- All file transfers will be logged for a complete audit trail.



Wireless Security

- DVM-800 units all utilize Digital Ally's wireless transfer module, which allows for automatic encrypted (WPA or WPA2) transmission of video and metadata whenever in range of a configured access point.
- During a wireless upload, a SHA-256 checksum is initiated to validate and ensure the integrity of the video file during the file transfer.
- The video is recorded in a standard AVI format.
- File integrity check function identifies if a file has been altered or is corrupted.
- Integrity Check Report can be quickly generated to illustrate detailed information
- Automated file transfer assures chain of evidence.
- Chain of Custody report can be generated as an unalterable, encrypted PDF file to illustrate all activity associated with the recorded event file.



Wireless Updating

- Instantaneously keep an entire fleet current with the latest updates, newest features, and individualized device configurations without having to visit each vehicle.
- DVM-800 can wirelessly receive firmware and configuration file updates when it connects to a configured wireless access point.

Manual Upload

Wi-Fi Dongle or SD Card Transfer

The video footage from your In-Car Camera can be automatically uploaded wirelessly via our Wi-Fi Dongle, or you can manually remove the SD Card and transfer files to a computer. In the event of a disabled vehicle, Evidence Capture Assurance (ECA) memory can be accessed manually.

Specifications for DVM-800

DVM-800 Specifications

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

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

VuLink Specifications

OPERATING VOLTAGE	8-30VDC
CURRENT DRAW	250mA Maximum
MAX TRANSMIT POWER	10dBm
TRANSMIT RANGE	50ft typical
WEIGHT	55.4g (0.12 lbs.)
OPERATING TEMPERATURE	-30° to +60° C
STORAGE TEMPERATURE	-40° to +80° C
DIMENSIONS	23mm (0.9in.)(D) x 91mm (3.6in.)(W) x 61mm (2.4in.)(H)



VuVault | Local Software

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

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.

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

Cloud Share (Optional)

Cloud Share Licenses for VuVault are available for purchase and include 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.

Specifications for VuVault

VuVault Software Specifications

- Server license
- Client license
- SQL
- Full version of VuVault required for more than 200 systems (SQL custom quote available upon request)
- Client unlimited license

Optional Specifications:

- Share portal
- Custom-built server (Digital Ally is a Dell re-seller)

VuVault Minimum Specifications

Processor	Intel® Dual Core Processor (2.00 GHz or better)
Operating System	Windows 7 or newer
Memory	4 GB
OS Hard Drive	40GB Free Space
Optical Drive	DVD+/-RW or Blu-ray Writer
Video Card	Intel® HD4000 chipset or comparable
Network Card	100 Mb Ethernet
Card Reader	USB 2.0 Card Reader

VuVault Recommended Specifications

Processor	Intel® Quad Core Processor (3.0GHz or better)
Operating System	Windows 7 or newer
Memory	8 GB or Greater (Note: >4GB of RAM will require a 64-bit OS)
OS Hard Drive	40GB Free Space
Optical Drive	DVD+/-RW or Blu-ray Writer
Video Card	Nvidia® GeForce 710M or comparable
Network Card	Gigabit Ethernet
Card Reader	USB 3.0 Card Reader

Project Team

Project Management

Digital Ally employs the single source management approach. The point of contact for correspondence and communication will be your Digital Ally Project Manager. The Project Manager will in turn communicate information from your department to our Project Team. Supporting the Project Manager will be the resources necessary to manage consultants, interface with your Department's consultants and vendors, scope, schedule and contract administration. The project staffing will be tailored as required to deliver the project in an expeditious and cost effective manner.

The Project Manager will have overall responsibility for the project and will report to your Department. The primary Project

Manager's duties and responsibilities are as follows:

- Reports to management
- Is the primary interface with your Department
- Manages the project scopes, schedules, and budgets
- Has overall responsibility for project coordination
- Coordinates team members, consultants, vendors, equipment suppliers, and support groups such as procurement, marketing, IT, and security
- Monitors quality assurance and quality control
- Conducts project meetings and produces meeting minutes
- Analyzes proposed change orders
- Reviews logic of schedule for proper phasing and sequencing

Project Team

TECHNICAL SERVICES:

Mark Gordon

Director of Technical Services

Mark Gordon has been with Digital Ally since 2006. He will manage the Professional Services of the Hardware and Software, as well as the technical support for this project. Mark Gordon is also the Project Manager for all Digital Ally key accounts and is located in our Lenexa, Kansas, location.

Matt Hessenflow

Technical Services Manager

Matt Hessenflow will be the primary person responsible to manage your deployment, including training and any back office equipment. Matt will be available for training on an individual officer or group basis, trouble shooting, and exchanging modules, parts, etc. Matt Hessenflow will also be involved in the initial training and installation. He is located in our Lenexa, Kansas, location.

PRODUCT SUPPORT:

Daniel Mullies

Customer Support Manager

Daniel Mullies manages the Product Support division for support calls and requests, warranty and service parts exchange, training, etc. and has an extensive background in product support management. He is located in our Lenexa, Kansas, location.

SALES SUPPORT AND PROJECT MANAGEMENT:

Greg Dyer

VP of National Sales – Law Enforcement

Greg Dyer has been with Digital Ally since 2011. He has over twenty-eight years of experience in sales management and manages fourteen inside and outside territory sales executives. Greg also develops and manages all key accounts for Digital Ally. He is located in our Lenexa, Kansas, location.

Jeff Milligan

Regional Sales Director

Jeff Milligan is Regional Sales Director for Law Enforcement for the 27 states in the eastern United States. Jeff has over twenty years of sales experience in both production and leadership roles. He has previously been tasked with developing sales strategies and processes from start-up technology companies to large corporations. He is located in our Lenexa, Kansas location.

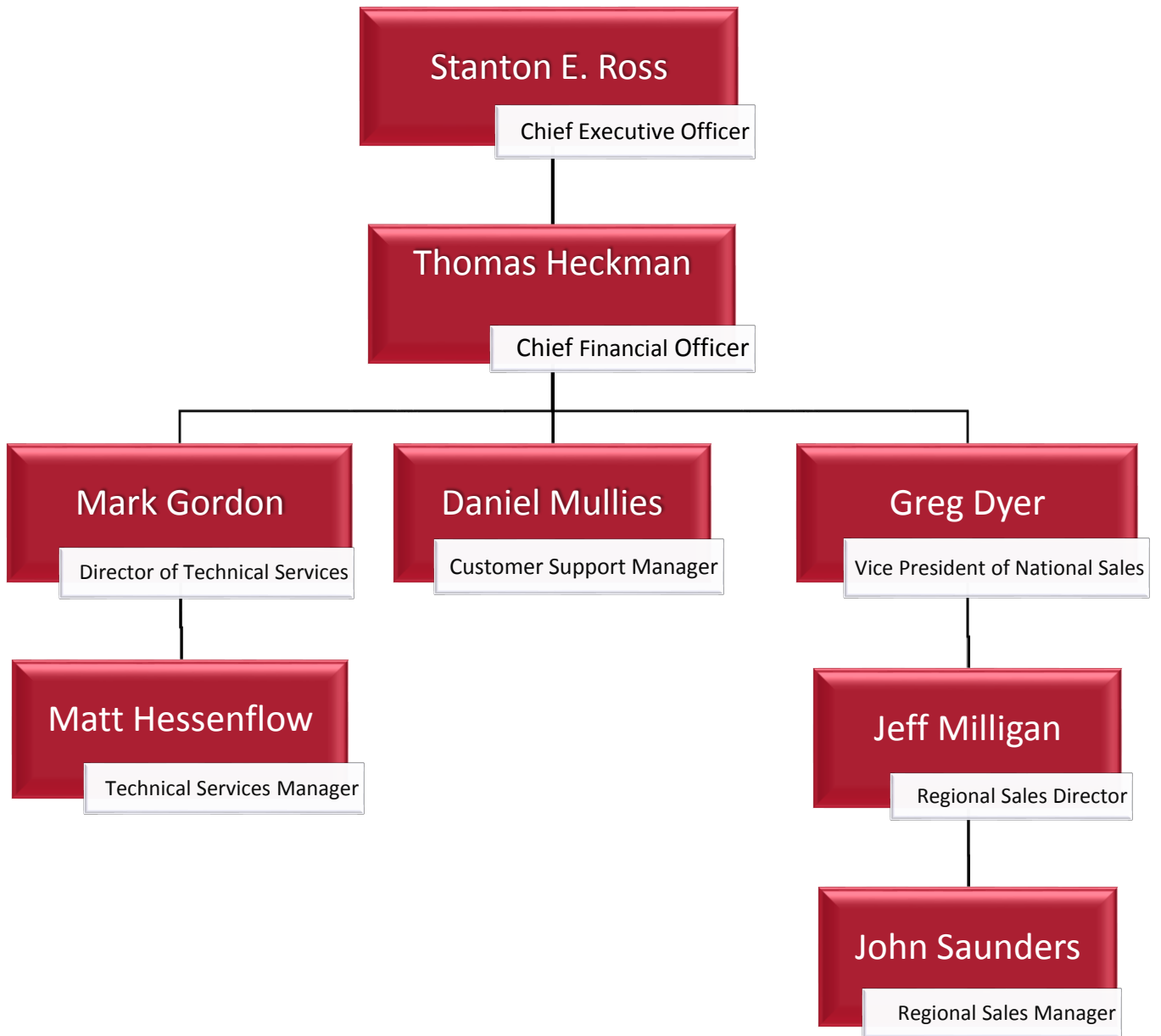
John Saunders

Regional Sales Manager

John Saunders will be the primary contact in regards to management of the project and is the exclusive Regional Sales Manager for Digital Ally products in the State of West Virginia. John Saunders travels throughout the state on a regular basis and can assist an officer individually or a group of officers at their substation or district. He has been factory trained in the operation and installation of our system. John Saunders will also be Digital Ally's Project Manager/Coordinator for this project. As Project Manager, John Saunders will communicate information from the Department's organization to Digital Ally's Project Team. John Saunders will coordinate all tasks and efforts both on-site and in the office.

The Project Team will also include Digital Ally's entire Engineering staff and Technical Support Specialists to backup and support the Project Team and product. The Project Team is represented in the flow chart on the following page.

Project Team Flowchart



Product Support

Product Support Information

Digital Ally has full-time Product Support Specialists at our corporate office in Lenexa, Kansas. Each Product Support Specialist is factory-trained on all aspects of Digital Ally's products. Our specialists also do the final testing of all software upgrades, write and upgrade manuals, etc. so they are always up to date on our latest releases.

We have Product Support Specialists on staff via telephone and email and will provide on-site assistance if necessary. At this time, our office hours are 8:00 to 5:00 Monday through Friday, Central Time Zone. Our approach to user support is simply this; do whatever is necessary to fix the problem and make the customer satisfied as quickly and efficiently as possible.

Training

Our approach to training is that it is vital to ensure that the customer understands the operation of our system and is able to fully utilize all the features available. We have also found that well trained users have much fewer problems than users who have not been trained properly. We are prepared to take whatever steps necessary to train every user, both at the time of delivery and as needed in the future.

Training will include hands-on training, quick reference guides, instructional videos available for replay, and detailed operating guides. Training will cover hardware, the video management application, and software or cloud storage.

Training will be divided between end users and supervisors/administrators. Multiple sessions can be scheduled to accommodate group size and various shifts. End user training will be in a train-the-trainer format for Department personnel that will be responsible for training others and those managing/administrating the program. Supervisor/Administrator training will be for those responsible for maintaining the devices and VuVault or VuVault.com.

Warranty

Digital Ally provides a 5-year Advanced Exchange Warranty on the DVM-800 system. The Advanced Exchange Warranty includes any defects in materials or workmanship on all system components as well as all software upgrades not requiring hardware revisions. The DVM-800 is a completely solid state device that does not require any scheduled maintenance. The warranty period will begin from the date of installation.

Digital Ally's "Advanced Exchange Program" is the most revolutionary Service Policy in the industry. During our Standard Warranty Period, if the hardware has a service issue, our Technical Support Department will diagnose the problem. If we determine the problem to be a hardware issue, Digital Ally will send you a replacement module to fix the problem. Shipments reach most within 2 business days to keep down time to a minimum.