

GEORGE FLAGGS, JR.  
MAYOR

WILLIS T. THOMPSON  
ALDERMAN



MICHAEL A. MAYFIELD, SR.  
ALDERMAN

## City of Vicksburg

1401 WALNUT STREET • VICKSBURG, MS 39181 • (601) 636-3411

March 06, 2017

G.F. \_\_\_\_\_  
M.M. \_\_\_\_\_  
W.T. \_\_\_\_\_  
**MAR 01 2017**

Board of Mayor and Aldermen  
City of Vicksburg  
Vicksburg, Mississippi 39181-0150

Gentlemen:

Attached is requisition numbers 1704415, in the amount of \$20,750.00, written to Digital Ally, Inc., of Lenexa, KS., to purchase cameras for the new Police Dept vehicles.

According to the attached letter this is a sole source item. The Mississippi Code of 1972, Annotated, Section 31-7-13 (m) (viii) allows sole source purchases.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script, reading "Ann Grimshel".

Ann Grimshel, CPPB  
Purchasing Director

Attachments

*Incorporated 1825*

City Website: <http://www.vicksburg.org>



Main Terms/Miscellaneous

Switch Form

Line Detail

Release

Activate

Mass Allocate

Allocate

Notes

Copy

GL Allocations

GL Summary

Unreleased Reqs

Main Information

Dept/Loc

Fiscal year

Requisition number

General commodity

General description

General Notes

751 VEHICLE MAINTENANCE

2017 Current Next

1704415

060

AUTOMOTIVE: MAJOR TRANSPORTATION EQUI

AUTOMOTIVE: MAJOR TRANSPORTATION EQUIPME

Status 0 Converted

Needed by

Entered

02/23/2017 By barryw

☒ Three way match required

☐ Inspection required

Vendor Information

Vendor

Name

PO mailing

17116 ... Committed

DIGITAL ALLY, INC

0 ...

9705 LOIRET BLVD.

LENEXA

KS

66219

Delivery Method

☒ Print

☐ Fax

☐ E-Mail

Remit

2 ...

DIGITAL ALLY, INC

Vendor/Sourcing Notes

Vendor Quotes (0)

Shipping Information

Ship to

751

VEHICLE MAINTENANCE S

CITY OF VICKSBURG

815 CHINA ST

VICKSBURG

Email

Reference

Line Items

Vendor

Description

Inv tran type

Inv item loc

Inv item

Line Commodity

1 06015 K001-00081-00 DVM-800 CAMERA COMPLETE ... (17116) DIGITAL ALLY, INC

2 06015 001-0070-00 STALKER DUAL SERIES RADAR INT... (17116) DIGITAL ALLY, INC

3 06015 008-01442-00 DVM-800 TO 12XC CAMERA CAB... (17116) DIGITAL ALLY, INC

Total Amount 20750.00

Workflow

My Approvals

Approve

Reject

Forward

Hold

Approvers

1 of 42

Attachments (0)

Search

Print



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9705 Loiret Blvd.  
Lenexa, KS 66219  
1-800-440-4947 www.digitalallyinc.com

**Customer:**

Vicksburg Police Department  
Barry Warnock  
815 China Street  
Vicksburg, MS 39180

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
VICMS0	HS	FEDERAL EXPRESS	Net 30	Paige Williams	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
5	004-0070-00	Stalker Dual Series Radar Interface Cable	\$150.00	\$0.00	\$0.00	\$750.00
5	008-01442-00	Cable, DVM-800 to 12xC Camera	\$35.00	\$0.00	\$0.00	\$175.00
5	K001-00081-00	DVM-800 Complete Kit, V2	\$3995.00	\$60.00	\$300.00	\$19,675.00

**Notes:**

5 Year Advance Exchange Warranty

Customer Loyalty Discount

Total Discount	\$300.00
Subtotal	\$20,600.00
Misc	
Tax	\$0.00
Freight	\$150.00
<b>Total</b>	<b>\$20,750.00</b>

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

**TERMS OF SALE**

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("**Digital Ally**") will be governed by the following terms of sale ("**Terms**"). You will be referred to throughout these Terms as "**you**".

**1. Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "**Order**") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.

**2. Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any



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invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.

**3.Security Interest.** Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as Digital Ally may reasonably request in order to protect Digital Ally's security interest in the goods, including the filing of financing statements that Digital Ally may deem necessary to perfect its security interest.

**4.Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

**5.Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Lenexa, KS.

**6.Force Majeure.** Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. DIGITAL ALLY WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES FROM ANY DELAY WHATSOEVER.

**7. Limitation of Liability.** You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.

**8. Warranty; Limitations on Remedies.** Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.

**9. Indemnity.** You will defend Digital Ally, its managers, agents, employees, successors and assigns, (collectively, the "Indemnified Parties"), and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.

**10. Risk of Loss.** Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

**11.Acceptance; Claims for Shortage or Error.** Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, they may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or



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damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for delivery damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt of goods.

**12. Compliance with Laws.** You will comply with all laws and regulations applicable to you, including those dealing with the purchase and distribution of the products purchased under these Terms ("Products"). You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Products within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event, which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

**13. Governing Law; Jurisdiction and Venue.** This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.

**14. Prevailing Party's Attorneys' Fees.** In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

**15. Cancelled Orders and/or Returns.** All cancelled orders and/or product returns may be subject to a 20% restocking fee.

## **VuVault System Requirements (Local Storage Only)**

**VuVault Requirements:** (Note: If your machine does not meet our minimum requirements in any aspect, please upgrade necessary hardware and update any out of date software like the operating system.)

**Server Specifications:** (Note: Windows desktop OS's are not recommended for VuVault Server use, but are supported.)

### **Minimum Specifications:**

- Processor: Intel® i-Series or Intel® Xeon® Series Dual-Core at 2.4GHz



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- Operating System: Windows Server 2008
- Memory: 4GB
- OS Hard Drive (Boot): 40GB Free Space
- Data Hard Drive (2nd Drive): At least 1TB
- Microsoft .NET Framework: Version 4.5

**Recommended Specifications:**

- Processor: Intel® i-Series or Intel® Xeon Series Quad-Core at 2.4GHz or better
- Operating System: Windows Server 2012 64-bit or greater
- Memory: 8GB or greater
- OS Hard Drive (Boot): 100GB+ Free Space
- Data Hard Drive (2nd Drive): At least 1TB
- Microsoft .NET Framework: Version 4.5

**Client Specifications:****Minimum Specifications:**

- Processor: Intel® i-Series Dual-Core at 2GHz
- Operating System: Windows 7 Professional
- Memory: 2GB
- Graphics Processor: Intel® HD2000 Integrated Graphics or comparable solution
- Microsoft .NET Framework: Version 4.5

**Recommended Specifications:**

- Processor: Intel® i-Series Dual-Core at 3GHz or i-Series Quad Core at 2GHz or better
- Operating System: Windows 10 Pro or greater
- Memory: 4GB • Graphics Processor: Intel® HD4000 Integrated Graphics or better
- Microsoft .NET Framework: Version 4.5

**Standalone Specifications:****Minimum Specifications:**

- Processor: Intel® i-Series Dual-Core at 2GHz
- Operating System: Windows 7 Professional
- Memory: 4GB
- Graphics Processor: Intel® HD2000 Integrated Graphics or comparable solution
- OS Hard Drive (Boot): 20GB Free Space • Data Hard Drive (2nd Drive): At least 1TB
- Microsoft .NET Framework: Version 4.5

**Recommended Specifications:**

- Processor: Intel® i-Series Quad-Core at 2.00GHz or better
- Operating System: Windows 10 Pro 64-bit or greater
- Memory: 8GB



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- Graphics Processor: Intel® HD4000 Integrated Graphics or better
- OS Hard Drive (Boot): 40GB Free Space
- Data Hard Drive (2nd Drive): At least 1TB
- Microsoft .NET Framework: Version 4.5

## **Enterprise Specifications:**

### **Minimum Specifications:**

- Microsoft SQL Server: SQL Server 2008 Standard Edition or greater (Excl. SQL Server 2016), 4-cores licensed minimum
- Hardware Requirements: Contact Digital Ally Technical Services Team for review

## **Wireless Specifications:** (Note: Using digital certificates for authentication is not supported.)

### **Minimum Specifications:**

- Hardware: Dedicated Outdoor Business Class Wireless Access Point
- Wireless Band: 2.4GHz
- Wireless Standard: 802.11n
- Authentication Method: WPA2-Personal (WPA2-Enterprise is also supported by the DVM-250+)
- Encryption Method: AES/CCMP

### **Recommended Specifications:**

- DHCP Server: Internal or External to AP
- Connections: No more than 5 vehicles offloading simultaneously per access point

## **Cloud Platform Specifications:** (Note: Internet Explorer/Edge is only partially supported by VuVault.com at this time. Browsers on handheld mobile devices are not supported.)

### **Minimum Specifications:**

- Processor: Intel® i-Series Dual-Core or better
- Operating System: Windows 7 or greater, Mac OS X Mavericks 10.9 or greater, Linux versions with current browser support
- Memory: 4GB or greater
- Graphics Processor: Intel® HD2000 Integrated Graphics or better
- Web Browser: Latest versions of Google Chrome, Mozilla Firefox, or Safari (IE v10 and greater is supported with FleetVu.com)

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February 22, 2017

To Whom It May Concern:

Digital Ally, Inc. of Lenexa, KS is the sole manufacturer of the Digital Ally Model DVM-800, In-Vehicle Digital Video Rear View Mirror System and it is a Sole Source item. There are no other In-Vehicle digital or analog video systems that offer the following unique features of the DVM-800 and its one piece design.

1. Digital video and audio recording electronics integrated in a replacement rear-view mirror module.
2. Color TFT Monitor to view recordings or real time scenes integrated into a replacement rear-view mirror module and is invisible when not activated.
3. A one piece in-vehicle digital video system with an interior video road facing, interior driver facing color camera integrated into a replacement rear-view mirror module
4. External 12x optical zoom camera.
5. In-vehicle digital video system with automatic record triggering and a pre-event record feature integrated into a replacement rear-view mirror module.
5. In-vehicle digital video system recording onto a 32 Gigabyte internal solid state memory and optional 32 Gigabyte removable SD card located behind a locking door.

This system is only sold direct to the end user through Digital Ally Inc. exclusive sales agents. There is no other like item or product available for purchase that would serve the same purpose or function and there is only one price for the above product. If you desire additional information, please do not hesitate to contact me at 913-814-7774 or visit our website at [www.digitalallyinc.com](http://www.digitalallyinc.com) . Thank you for your interest in our products.

Sincerely,

Greg Dyer  
National Sales Manager  
Digital Ally, Inc.



(viii) Single source items. Noncompetitive items available from one (1) source only. In connection with the purchase of noncompetitive items only available from one (1) source, a certification of the conditions and circumstances requiring the purchase shall be filed by the agency with the Department of Finance and Administration and by the governing authority with the board of the governing authority. Upon receipt of that certification the Department of Finance and Administration or the board of the governing authority, as the case may be, may, in writing, authorize the purchase, which authority shall be noted on the minutes of the body at the next regular meeting thereafter. In those situations, a governing authority is not required to obtain the approval of the Department of Finance and Administration.