PAGE	ORDER DATE
2 of 4	03/05/15
BUSINESS UNIT	BUYER
9000	ANNETTE WALTON (AS)
VENDOR NUMBER: 4170862	

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508 OR P.O. Box 94847 Lincoln, Nebraska 68509-4847 Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

- 1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
- 2. Contract Award and any attached Addenda;
- 3. The signed Invitation to Bid form and the Contractor's bid response;
- 4. Amendments to ITB and any Questions and Answers; and
- 5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Heath Bideau

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

E-Mail: bids@digitallyinc.com

This is the second renewal of this contract as amended. (sv 03/05/15)

	•	Estimated	Unit of	Unit
Line	Description	Quantity	Measure	Price
1	DIGITAL ALLY DVM-750 DIGITAL	400.0000	EA	4,395.0000
	IN-CAR VIDEO SYSTEM TO INCLUDE			

Two-camera simultaneous recording, D1 high resolution video quality, voice vault advanced wireless microphone, secure media locking door, ultra high resolution monitor, internal battery back-up, standard GPS tracking with 'mark' feature, pre-event recording, 8 GB memory card, complete with 4 year warranty, firmware and software upgrades for the life of the equipment at no charge to Nebraska State Patrol, vendor will provide an inventory of replacement units and parts in Lincoln NE and all other standard model features not listed above.

Digital Ally will have personnel travel to each of the district offices every 60 days to address any unresolved issues. Additional training will be available on these trips upon request at no additional charge.

AND BUYER INITIALS

PAGE	ORDER DATE
3 of 4	03/05/15
BUSINESS UNIT	BUYER
9000	ANNETTE WALTON (AS)

VENDOR NUMBER:

4170862

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508 OR P.O. Box 94847 Lincoln, Nebraska 68509-4847 Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 13256 OC

Line	Description		Estimated Quantity	Unit of Measure	Unit Price
2	USB CABLE FOR MONITOR TO MOBILE DATA COMPUTER DOWNLOAD		400.0000	EA	12.0000
3	MICROPHONE POUCH/HOLSTER		400.0000	EA	25.0000
4	WIRED MICROPHONE	aft.	400.0000	EA	15.0000
5	ADDITIONAL ANTENNA FOR RANGE OF CARRIER UNITS		120.0000	EA	45.0000
6	VOICE VAULT WIRELESS MICROPHONE		250.0000	EA	255.0000
7	4GB COMPACT FLASH CARD		400.0000	EA	36.0000
8	CF/SD CARD READER		400.0000	EA	50.0000

BUYER INITIALS

R43500[NISC0001 100423

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
2 of 4	04/23/14
BUSINESS UNIT	BUYER
64891010	DIANNA GILLILAND (AS)

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508 OR P.O. Box 94847 Lincoln, Nebraska 68509-4847 Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 13256 OC

disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

- 1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
- 2. Contract Award and any attached Addenda;
- 3. The signed Invitation to Bid form and the Contractor's bid response;
- 4. Amendments to ITB and any Questions and Answers; and
- 5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Invitations to Bid are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Heath Bideau Phone: 913-814-7774

Fax: 913-814-7775 E-Mail: bids@digitallyinc.com

This is the first renewal of this contract as amended. (bl 03/31/14)

AMENDMENT ONE as attached. (bl 04/23/14)

		Estimated	Unit of	Unit
Line	Description	Quantity	Measure	Price
1	DIGITAL ALLY DVM-750 DIGITAL	400.0000	EA	4,395.0000
	IN-CAR VIDEO SYSTEM TO INCLUDE			

Two-camera simultaneous recording, D1 high resolution video quality, voice vault advanced wireless microphone, secure media locking door, ultra high resolution monitor, internal battery back-up, standard GPS tracking with 'mark' feature, pre-event recording, 8 GB memory card, complete with 4 year warranty, firmware and software upgrades for the life of the equipment at no charge to Nebraska State Patrol, vendor will provide an inventory of replacement units and parts in Lincoln NE and all other standard model features not listed above.

Digital Ally will have personnel travel to each of the district offices every 60 days to address any unresolved issues. Additional training will be available on these trips upon request at no additional charge.



STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
3 of 4	04/23/14
BUSINESS UNIT	BUYER
64891010	DIANNA GILLILAND (AS)

VENDOR NUMBER:

4170862

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508 OR P.O. Box 94847 Lincoln, Nebraska 68509-4847 Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 13256 OC

			.0200	
Line	Description	Estimated Quantity	Unit of Measure	Unit Price
2	USB CABLE FOR MONITOR TO MOBILE DATA COMPUTER DOWNLOAD	400.0000	EA	12.0000
3	MICROPHONE POUCH/HOLSTER	400.0000	EA	25.0000
4	WIRED MICROPHONE	400.0000	EA	15.0000
5	ADDITIONAL ANTENNA FOR RANGE OF CARRIER UNITS	120.0000	EA	45.0000
6	VOICE VAULT WIRELESS MICROPHONE	250.0000	EA	255.0000
7	4GB COMPACT FLASH CARD	400.0000	EA	36.0000
8	CF/SD CARD READER	400.0000	EA	50.0000

PAGE	ORDER DATE
2 of 4	03/31/14
BUSINESS UNIT	BUYER
64891010	DIANNA GILLILAND (AS)

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508 OR P.O. Box 94847 Lincoln, Nebraska 68509-4847 Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 13256 OC

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

- 1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
- 2. Contract Award and any attached Addenda;
- 3. The signed Invitation to Bid form and the Contractor's bid response;
- 4. Amendments to ITB and any Questions and Answers; and
- 5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Invitations to Bid are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Russ Herron Phone: 913-814-7774 Fax: 913-814-7775

E-Mail: sales@digitallyinc.com

This is the first renewal of this contract as amended. (bl 03/31/14)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DIGITAL ALLY DVM-750 DIGITAL	400.0000	EA	4,395.0000
	IN-CAR VIDEO SYSTEM TO INCLUDE			

Two-camera simultaneous recording, D1 high resolution video quality, voice vault advanced wireless microphone, secure media locking door, ultra high resolution monitor, internal battery back-up, standard GPS tracking with 'mark' feature, pre-event recording, 8 GB memory card, complete with 4 year warranty, firmware and software upgrades for the life of the equipment at no charge to Nebraska State Patrol, vendor will provide an inventory of replacement units and parts in Lincoln NE and all other standard model features not listed above.

Digital Ally will have personnel travel to each of the district offices every 60 days to address any unresolved issues. Additional training will be available on these trips upon request at no additional charge.



PAGE	ORDER DATE
3 of 4	03/31/14
BUSINESS UNIT	BUYER
64891010	DIANNA GILLILAND (AS)

VENDOR NUMBER: 4170862

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508 OR P.O. Box 94847 Lincoln, Nebraska 68509-4847 Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 13256 OC

				10200 0	
Line 2	Description USB CABLE FOR MONITOR TO MOBILE DATA COMPUTER DOWNLOAD		Estimated Quantity 400.0000	Unit of Measure EA	Unit Price 12.0000
3	MICROPHONE POUCH/HOLSTER		400.0000	EA	25.0000
4	WIRED MICROPHONE		400.0000	EA	15.0000
5	ADDITIONAL ANTENNA FOR RANGE OF CARRIER UNITS		120.0000	EA	45.0000
6	VOICE VAULT WIRELESS MICROPHONE	The second secon	250.0000	EA	255.0000
7	4GB COMPACT FLASH CARD	100 mm	400.0000	EA	36.0000
8	CF/SD CARD READER		400.0000	. EA	50.0000

PAGE	ORDER DATE		
2 of 4	04/03/12		
BUSINESS UNIT	BUYER		
64891010	MARY LANNING (AS)		

State Purchasing Bureau 301 Centennial Mall South, 1st Floor Lincoln, Nebraska 68508 OR P.O. Box 94847 Lincoln, Nebraska 68509-4847 Telephone: (402) 471-2401 Fax: (402) 471-2089

CONTRACT NUMBER 13256 OC

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

- 1. The signed Invitation to Bid Contract document;
- 2. The original ITB document;
- 3. Any Addenda and or Amendments to include Questions and Answers;
- 4. Warranty documents supplied with the bid;
- 5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: Russ Herron Phone: 913-814-7774 Fax: 913-814-7775

E-Mail: sales@digitallyinc.com

(04/03/12 jh)

	Estimated Unit of	Unit
Line	Description Quantity Measure	Price
1	DIGITAL ALLY DVM-750 DIGITAL	4,395.0000
	IN-CAR VIDEO SYSTEM TO INCLUDE	

Two-camera simultaneous recording, D1 high resolution video quality, voice vault advanced wireless microphone, secure media locking door, ultra high resolution monitor, internal battery back-up, standard GPS tracking with 'mark' feature, pre-event recording, 8 GB memory card, complete with 4 year warranty, firmware and software upgrades for the life of the equipment at no charge to Nebraska State Patrol, vendor will provide an inventory of replacement units and parts in Lincoln NE and all other standard model features not listed above.

Digital Ally will have personnel travel to each of the district offices every 60 days to address any unresolved issues. Additional training will be available on these trips upon request at no additional charge.

2	USB CABLE FOR MONITOR TO MOBILE DATA COMPUTER DOWNLOAD	400.0000	EA	12.0000
3	MICROPHONE POUCH/HOLSTER	400.0000	EA	25.0000
4	WIRED MICROPHONE	400.0000	EA	15.0000

DE BUYER INITIALS 4/3/12

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PAGE	ORDER DATE
3 of 4	04/03/12
BUSINESS UNIT	BUYER
64891010	MARY LANNING (AS)

VENDOR NUMBER:

4170862

State Purchasing Bureau 301 Centennial Mall South, 1st Floor Lincoln, Nebraska 68508 OR P.O. Box 94847 Lincoln, Nebraska 68509-4847 Telephone: (402) 471-2401 Fax: (402) 471-2089

CONTRACT NUMBER 13256 OC

VENDOR	NOWIDER: 4170002	,	13256 O	С
Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	ADDITIONAL ANTENNA FOR RANGE OF CARRIER UNITS	120.0000	EA	45.0000
6	VOICE VAULT WIRELESS MICROPHONE	250.0000	EA	255.0000
7	4GB COMPACT FLASH CARD	400.0000	EA	36.0000
8	CF/SD CARD READER	400.0000	EA	50.0000

BUYER INITIALS 4/3/12 R43500[NISCRI01 100423