

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
\$50,000.01 to \$99,999.99
(Rev. 8-19-22)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: Jan Achilles

Date:

Date: 11/22/2022

Title:

Title: Contracts Administrator

Company: Applied Concepts, Inc (dba Stalker Radar)

APPROVED AS TO FORM:



II. General Information and Terms.

Contractor's Name and Address: Applied Concepts Inc. dba Stalker Radar
855 E. Collins Blvd
Richardson, TX 75081

Description of Services: Purchase Radar Equipment and Accessories

Maximum Contract Amount: \$94,520.76

Effective Date: On the latest of the dates signed by both parties.

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section II above plus any additional sums approved by change order. The Contractor will bill the City for the services provided at intervals of at least thirty (30) calendar days, except for the final billing. The Contractor must bill or invoice the City within thirty (30) calendar days from the date of service and submit the final invoice no later than thirty (30) calendar days from the Contract termination or expiration date. The City is not responsible or liable for payment of any invoice submitted to the City more than sixty (60) calendar days after the date in which the services were rendered or for any work which is unsatisfactory to the City. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). The City will return all invoices containing errors to the Contractor with an explanation of the deficiency. The City will not pay the Contractor for any costs or expenditures that are not included in the scope of work or a change order under the Contract. If the City determines that the Contractor has been overpaid, the Contractor must refund the overpayment to the City within thirty (30) calendar days of the receipt of the notice from the City unless an alternate payment plan is specified by the City.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the

Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. A provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If a party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should a party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls. The order of precedence shall be as follows: (1) City of Sugar Land Standard Contract for General Services, then (2) BuyBoard Contract #608-20, then (3) Contractor's Additional

Contract Documents under Exhibit A-1.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a “work made for hire,” as defined by federal copyright law. If the Work is not by law a “work made for hire,” the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. (Tex. Civ. Prac. & Remedies Code § 130.0021 (a)).

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission’s website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is

available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

(1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

(2) where the City knows that the company is:

(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:

(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or

(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(B) headquartered in China, Iran, North Korea, Russia, or a designated country.

In signing this Contract, Contractor represents and acknowledges that it is not a foreign-owned company under Section 2274.0102 and that this is not a contract prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116).

S. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

T. Records Retention. The City is subject to records retention requirements under Texas law. Any provision of the Contractor's attachment(s) that requires the City to destroy documents or give documents back to the Contractor or that otherwise conflicts with Texas law regarding retention of records is void.

IV. Additional Terms or Conditions. This Contract is additionally governed by the terms and conditions of the BuyBoard Contract #608-20, which is incorporated herein by reference. The City

rejects any and all additional terms and conditions in any of the Contractor's forms or documents.

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

A-1. Applied Concepts, Inc. dba Stalker Radar Quote #2067606 (dated 11/18/22) (2 pages)

A-2. Certificate of Interested Persons with Certification of Filing (1 page)

Exhibit B. City's Additional Contract Documents:

B-1. Insurance Requirements (2 pages)

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A.** The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B.** A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement**.
- C.** All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D.** All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L.** Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land
Purchasing Office
P. O. Box 110
Sugar Land, TX 77487-0110**

**emailed to: purchasing@sugarlandtx.gov
Faxed to: 281 275-2741**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

☒ Workers' Compensation Statutory limits, State of TX.

☒ Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

☒ Commercial General Liability:

	<input checked="" type="checkbox"/> Very High/High Risk	<input type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

☐ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<input type="checkbox"/> Very High/ High Risk	<input type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

☐ Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

☐ Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

☐ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

☐ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

☐ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

☐ Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner:

Pam Schneidewind
+1-972-801-4890
pams@stalkerradar.com

Reg Sales Mgr:

Bill Switzer - S TX
+1-972-837-3434
bills@stalkerradar.com

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Date: 11/18/22

Effective From : 11/07/2022

Valid Through: 12/15/2022

Lead Time: 45 working days

Bill To: City of Sugar Land PO Box 110 Sugar Land, TX 77487-0110	Customer ID: 106095 Accounts Payable	Ship To: Sugar Land Police Dept 1200 Highway 6 Sugar Land, TX 77478-4903	<i>FedEx Freight Economy (4-6 Days)</i> Sergeant Andy Nguyen
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	27	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	\$3,401.00	\$91,827.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	27	200-0965-40	2X Counting Unit, 1.5 PCB			\$0.00
2	27	200-0875-40	2X Modular Display, High Bright LEDs			\$0.00
3	27	200-1237-00	DSR Ka Antenna			\$0.00
4	27	200-1237-01	DSR Ka Antenna, Rear			\$0.00
5	27	200-0919-00	2X Fast Lock Remote w/Screw Latch			\$0.00
6	27	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
7	27	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
8	27	200-0648-00	Display Sun Shield			\$0.00
9	27	200-0243-00	Counting/Display Tall Mount			\$0.00
10	27	200-0244-00	Antenna Dash Mount			\$0.00
11	27	200-0245-00	Antenna Tall Deck Mount			\$0.00
12	27	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
13	27	155-2591-20	20 Foot Antenna Cable, IP67			\$0.00
14	27	200-0622-01	2015-Present Tahoe VSS Cable Kit			\$0.00
15	27	200-0619-00	2X Documentation Kit			\$0.00
16	27	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
17	27	060-1000-36	36 Month Warranty			\$0.00
36	27	155-2211-00	Remote Display Interconnect Cable		\$74.00	\$1,998.00
Group Total						\$93,825.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	5	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	\$0.00	\$0.00
Ln	Qty	Part Number	Description		Price	Ext Price
18	5	200-0965-40	2X Counting Unit, 1.5 PCB			\$0.00
19	5	200-0875-40	2X Modular Display, High Bright LEDs			\$0.00
20	5	200-1237-00	DSR Ka Antenna			\$0.00
21	5	200-1237-01	DSR Ka Antenna, Rear			\$0.00
22	5	200-0919-00	2X Fast Lock Remote w/Screw Latch			\$0.00
23	5	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
24	5	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
25	5	200-0648-00	Display Sun Shield			\$0.00

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applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner:

Pam Schneidewind
+1-972-801-4890
pams@stalkerradar.com

Reg Sales Mgr:

Bill Switzer - S TX
+1-972-837-3434
bills@stalkerradar.com

QUOTE
2067606

Page 2 of 2

Date: 11/18/22

Effective From : 11/07/2022

Valid Through: 12/15/2022

Lead Time: 45 working days

Bill To: City of Sugar Land PO Box 110 Sugar Land, TX 77487-0110	Customer ID: 106095 Accounts Payable	Ship To: Sugar Land Police Dept 1200 Highway 6 Sugar Land, TX 77478-4903	<i>FedEx Freight Economy (4-6 Days)</i> Sergeant Andy Nguyen
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	5	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	\$0.00	\$0.00
Ln	Qty	Part Number	Description		Price	Ext Price
26	5	200-0243-00	Counting/Display Tall Mount			\$0.00
27	5	200-0244-00	Antenna Dash Mount			\$0.00
28	5	200-0245-00	Antenna Tall Deck Mount			\$0.00
29	5	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
30	5	155-2591-20	20 Foot Antenna Cable, IP67			\$0.00
31	5	200-0622-01	2015-Present Tahoe VSS Cable Kit			\$0.00
32	5	200-0619-00	2X Documentation Kit			\$0.00
33	5	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
34	5	060-1000-36	36 Month Warranty			\$0.00
35	5	005-8037-00	2022 Promo Pricing - Buy 4 2X get 1 Free			\$0.00
37	5	155-2211-00	Remote Display Interconnect Cable		\$74.00	\$370.00
Group Total						\$370.00

Product	\$94,195.00	Sub-Total:	\$94,195.00
Discount	\$0.00	Sales Tax 0%	\$0.00
		Shipping & Handling:	\$325.76
Payment Terms: Net 30 days		Total: USD	\$94,520.76

Vehicle Information:
2020-2023 Chevrolet Tahoe SUV
BuyBoard contract 608-20

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This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.