

GEORGE FLAGGS, JR.
MAYOR

WILLIS T. THOMPSON
ALDERMAN



MICHAEL A. MAYFIELD, SR.
ALDERMAN

City of Vicksburg

1401 WALNUT STREET • VICKSBURG, MS 39181 • (601) 636-3413

October 25, 2016

G.F.
M.M.
W.T.

OCT 20 2016

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

Gentlemen:

Attached is requisition number 1700708 in the amount of \$14,591.50 written to Applied Concepts, Inc., of Plano, TX for the purchase of five (5) DSR 2X Radars with instant on remote for the Police Department 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 that reads "Ann Grimshel".

Ann Grimshel, CPPB
Purchasing Director

Attachments



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

1700708

060 AUTOMOTIVE: MAJOR TRANSPORTATION EQUI

AUTOMOTIVE: MAJOR TRANSPORTATION EQUIPME

Status 6 Released

Needed by

Entered 10/20/2016 By barryw

☒ Three way match required

☐ Inspection required

Vendor Information

Vendor

Name

PO mailing

14291 ... Committed

APPLIED CONCEPTS, INC

0 ... 2609 TECHNOLOGY DRIVE

PLANO

Delivery Method ☒ Print

Remit

☐ Fax

☐ E-Mail

TX 75074-7467

APPLIED CONCEPTS, 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

Line	Commodity	Inv item	Inv item loc	Inv tran type	Description	Vendor
1 06015					DSR 2X RADARS WITH INSTANT ON REMOTE A...	(14291) APPLIED CONCEPT
2 06015					155-2211-00 REMOTE DISPLAY INTERCONNECT ...	(14291) APPLIED CONCEPT

Total Amount 14591.50

Workflow

My Approvals

Approve

Reject

Forward

Hold

Approvers

1 of 1

Attachments (0)

STALKER

ISO 9001:2008 Certified Company

The World Leader in Radar and Lidar Technology

Sole Source for *STALKER DSR 2X* Radar System

To Whom It May Concern:

This is to confirm and verify that Applied Concepts, Inc., 2609 Technology Drive, Plano, TX 75074-7467 is the sole source manufacturer of the ***STALKER DSR 2X*** Radar System. There is no other radar being manufactured that meets the specifications of the ***STALKER DSR 2X*** Radar System.

The ***STALKER DSR 2X*** Radar System can only be purchased directly from Applied Concepts, Inc. or through one of our Regional Sales Managers.

Respectfully Submitted,



Jan Achilles

Sales Administration

5/1/2016



applied concepts, inc.

2609 Technology Drive • Plano • TX • 75074-7467 • Phone 972-398-3780 • Fax 972-398-3781 • 1-800-STALKER
006-0405-00 Rev B

applied concepts, inc.

2609 Technology Dr.
Plano, TX 75074
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Donna Russell
972-801-4803Reg Sales Mgr: Debbie Aull
214-551-5538

Page 1 of 1

Date: 10/19/16

Effective From : 10/19/2016

Valid Through: 01/17/2017

Lead Time: 21 working days

Bill To: City of Vicksburg 805 South St Vicksburg, MS 39180-3253	Customer ID: 104239 Accounts Payable	Ship To: Vicksburg Police Dept Vehicle Maintenance Shop 815 China Street Vicksburg, MS 39180	UPS Ground Mr Barry Warnock
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	5	807-0002-00	DSR 2X Radar with Instant On Remote	36	\$2,845.00	\$14,225.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	5	200-0965-00	2X Counting Unit, 1.5 PCB			\$0.00
2	5	200-0875-30	2X Modular Display, High Bright LEDs			\$0.00
3	5	200-0326-30	DSR KA Antenna			\$0.00
4	5	200-0326-32	DSR KA Rear Antenna			\$0.00
5	5	200-0918-00	Stalker 2X Instant On Remote Control			\$0.00
6	5	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
7	5	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
8	5	200-0648-00	Display Sun Shield			\$0.00
9	5	200-0243-00	Counting/Display Tall Mount			\$0.00
10	5	200-0244-00	Antenna Dash Mount			\$0.00
11	5	200-0245-00	Antenna Tall Deck Mount			\$0.00
14	5	155-2283-71*	CAN/VSS Cable w/Voltage Detection, Serial			\$0.00
15	5	200-0619-00	2X User Manual			\$0.00
16	5	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
17	5	060-1000-36	36 Month Warranty			\$0.00
18	10	155-2055-12	Antenna Cable, 12 Ft		\$0.00	\$0.00
19	5	155-2211-00	Remote Display Interconnect Cable		\$55.80	\$279.00
Group Total						\$14,504.00

Product	\$14,504.00	Sub-Total:	\$14,504.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$87.50
		Total:	\$14,591.50

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.

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Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

- (1) **Purpose.** The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "**Products**") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "**we**," "**us**," "**our**," etc.) and purchased by the purchaser ("**you**," "**your**," etc.).
- (2) **Price and Product Changes; Errors.** Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) **Cancellation.** Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) **Delivery.** Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) **Returns.** We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@a-concepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring repackaging. Specific items may require additional charges.
- (6) **Payment.** You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) **Proprietary Information.** We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) **Warranty.** We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products

provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. ***Any attempt to repair a Product on your own will void this warranty.***

- (9) **Limitations of Liability.** WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.
- (10) **Miscellaneous**
 - a) **Force Majeure.** We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
 - b) **Assignment.** You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.
 - c) **Jurisdiction.** Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
 - d) **Severability.** In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.