



Term Contract

Vendor No. 100148809
Contact James Mahnke @ 832-553-9500
Your reference SP-20-0107

SATELLITE TRACKING OF PEOPLE LLC
1212 N POST OAK RD STE 100
HOUSTON TX 77055

Contract No. 4600046689
Date 05/26/2020

Contact Julia Shackelford
Telephone 501-371-6079
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

As Specified on Agency
Purchase Order

Ship To:

STATEWIDE DELIVERY
LITTLE ROCK AR 72201

Valid from: 06/01/2020
Valid to: 12/31/2022

Target value 500,000.00 USD

CONTRACT NO: SP-20-0107
NASPO VALUEPOINT AWARD #00212
COMMODITY: Electronic Monitoring of Offenders

THIS IS A NASPO VALUEPOINT TERM CONTRACT ISSUED BY THE STATE OF WASHINGTON. THIS DOES NOT REPRESENT YOUR AUTHORITY TO PROVIDE COMMODITIES OR SERVICES. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT OF COMMODITIES OR TO PROVIDE SERVICES

Vendor Contact: James Mahnke or
Greg Utterback @ 832-553-9500
Fax: 832-553-9530
Email: jmahnke@stopllc.com
Email: gutterback@stopllc.com

Award by Category:

Category 1 Radio Frequency (RF) Electronic Monitoring
1st Award: Satellite Tracking of People

Category 3 Satellite (GPS) Tracking - One-Piece Electronic Monitoring
1st Award: Satellite Tracking of People

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

Date



Term Contract

Vendor No. 100148809
Contact James Mahnke @ 832-553-9500
Your reference SP-20-0107

Contract No. 4600046689
Date 05/26/2020
Our reference ST

Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Row 1: 0001, 10133060 TECH SERVICE, TRACKING DEVICE MONITORING, 500,000.00, Lump Sum, 1.00, \$ 500,000.00

Estimated Net Value 500,000.00

1. SCOPE: This Participating Addendum covers the NASPO ValuePoint Master Agreement #00212 for Electronic Monitoring Equipment and Services, led by the State of Washington, for use by State agencies and other entities located in the State of Arkansas as authorized by that State's statutes to utilize cooperative contracts.

The purpose of this contract is to provide electronic monitoring of offenders through radio frequency (RF) monitoring and satellite monitoring and remote tracking (GPS).

2. PARTICIPATION: All eligible purchasers within the State of Arkansas including local political subdivisions are authorized to purchase products and services under the terms and conditions of this Participating Addendum.

3. INDIVIDUAL CUSTOMER: Each state agency and political subdivision, as a Participating Entity, that purchase equipment and/or services will be treated as if they are Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead Agency has in the Master Agreement.

4. PAYMENTS AND INVOICE PROVISIONS: Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency. The Participating State or Entity may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the Contractor has successfully satisfied the ordering agency as to the goods and/or services purchased or rented.

Payments shall be submitted to the Contractor at the address shown on the invoice. Payment shall be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the Contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224.

All invoices shall be forwarded to the Participating Entity's address as specified on the purchase order.

5. PURCHASE ORDER INSTRUCTIONS: All Participating Entities issuing valid purchase orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay the Contractor for products and/or services provided.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

**Term Contract**

**Vendor No.** 100148809  
**Contact** James Mahnke @ 832-553-9500  
**Your reference** SP-20-0107

**Contract No.** 4600046689  
**Date** 05/26/2020  
**Our reference** ST

to the Contractor from a Participating Entity through the Participating Entity's business P-Card are authorized purchase orders under the NASPO ValuePoint Master Agreement.

6. **CONTRACT NUMBER:** All purchase orders issued by the Participating Entities within the jurisdiction of this Participating Addendum should include:

- a. The NASPO ValuePoint Master Agreement #00212.
- b. The agency name and address.
- c. The name of contact person and phone number.

7. **REPORTING:** Contractor shall provide a quarterly report to the Arkansas primary contact within thirty (30) days following the quarter being reported. Contractor shall include the following data in the report: agency name and address, description of equipment and/or services provided, and prices charged.

8. **RECORD RETENTION:** Contractor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Contractor shall make financial and accounting records available, upon request, to the State of Arkansas at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

9. **DELIVERY:** Free On Board Destination.

10. **TAXES:** Personal Property tax will not be charged to Arkansas state agencies.

11. **CANCELLATION:** The State may cancel this Participating Addendum for any reason, with or without cause, by giving the Contractor and NASPO ValuePoint written notice of such cancellation thirty (30) days prior to the date of cancellation.

12. **GOVERNING LAW:** The laws of the State of Arkansas shall govern this agreement.

13. **VENUE AND JURISDICTION:** Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas.

14. **SOVEREIGN IMMUNITY:** Nothing under this Participating Addendum or the Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.

15. **PAYMENT:** Contractor shall ensure that all invoices are sent directly to the State agency or local public procurement unit that purchased products from them.

16. **DISCLOSURE:** Under Arkansas law, OSP is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. The Contractor shall submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

**Term Contract**

**Vendor No.** 100148809  
**Contact** James Mahnke @ 832-553-9500  
**Your reference** SP-20-0107

**Contract No.** 4600046689  
**Date** 05/26/2020  
**Our reference** ST

adopted pursuant to that order, shall be a material breach of the terms of this PA. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the State.

17. **EQUAL OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, if a State agency is purchasing services, OSP is required to have a copy of the Contractor's Equal Opportunity (EO) Policy prior to entering into this PA. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov or Contractor may submit a hard copy with this Addendum. The submission of an EO Policy to OSP is a one-time requirement. Contractor is responsible for providing updates or changes to its policy, and for supplying EO Policies upon request to other State agencies that must also comply with this statute. If Contractor is not required by law to have an EO Policy, Contractor shall submit a written statement to that effect.

18. **RESTRICTION OF BOYCOTT OF ISRAEL:** By signing this PA, Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract. However, in accordance with Arkansas Code Annotated § 25-1-503, should the Contractor boycott Israel at any time during the aggregate terms of the contract, the State may, at the State's sole discretion, cancel the PA for cause pursuant to Section 10 of this PA and subject to Arkansas Code Annotated § 25-1-503 et. al., and associated rules.

If the contractor violates the above certification or is found to not be in compliance during the term of the contract, the state may require the contractor to remedy the violation within 60 days of discovery of that violation. Failure to remedy the violation within the 60-day period may result in termination for breach of contract, and the contractor may be liable to the State for the State's actual damages.

19. **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated § 19-11-105, if a State agency is purchasing services, OSP is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants. By signing this PA, the Contractor certifies that the Contractor does not employ or contract with any illegal immigrant prior to entering into this PA.

20. **INDEMNIFICATION:** The following indemnification clause replaces in its entirety the Indemnification Clause specified in the Master Agreement.

**INDEMNIFICATION #** Subject to the terms of the Master Agreement, Contractor shall be fully liable for the actions of its agents and employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Purchasing State/Entity, the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including reasonable attorney's fees arising from personal injury and damage to real or personal property, to the extent caused by the Contractor, its agents, or employees. Language in this clause shall not be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

21. **REFERENCE:** Contractor shall provide the Electronic Monitoring Equipment and Services specified by the State of Arkansas at the firm, fixed prices specified in the Master Agreement. All references to NASPO ValuePoint or the State of Washington in the Master Agreement shall be deemed to refer to the State of Arkansas with the exception of information specific to NASPO ValuePoint or the State of Washington such as background information, statistical/factual information, etc.

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

**Term Contract**

**Vendor No.** 100148809  
**Contact** James Mahnke @ 832-553-9500  
**Your reference** SP-20-0107

**Contract No.** 4600046689  
**Date** 05/26/2020  
**Our reference** ST

**OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS**

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

**Term Contract**

**Vendor No.** 100148809  
**Contact** James Mahnke @ 832-553-9500  
**Your reference** SP-20-0107

**Contract No.** 4600046689  
**Date** 05/26/2020  
**Our reference** ST

11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission (Commission), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

18. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. **QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.

20. **DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.