

PARTICIPATING ADDENDUM

NASPO VALUEPOINT

ADMINISTERED BY THE STATE OF WASHINGTON
(hereinafter "Lead Agency")

MASTER AGREEMENT #00212

SATELLITE TRACKING OF PEOPLE, LLC
(hereinafter "Contractor")

And

THE STATE OF ARKANSAS
(hereinafter "Participating State/Entity")

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. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.

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. Contractors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

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. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a Purchasing Entity's "Purchasing Card."

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. The parties acknowledge and agree that orders submitted 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.

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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.

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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 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.

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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.

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22. PRIMARY CONTACTS

The primary contacts for this participating addendum are as follows or their named successors.

Lead Entity Name:	State of Washington Department of Enterprise Services
Address:	1500 Jefferson Street SE P.O. Box 41411 Olympia, WA 98504-1411
Contact Person	Neva Peckham
Telephone	360-407-9411
E-Mail:	Neva.peckham@des.wa.gov

Contractor Name:	Satellite Tracking of People, LLC
Address:	1212 North Post Oak Road, Ste. 100 Houston, TX 77055
Contact Person:	James Mahnke
Telephone:	713-354-9402
E-Mail:	jmahnke@stop.com

Participating Entity:	State of Arkansas
Address:	1509 W. 7 th Street Little Rock, AR 72201
Contact Person:	Julia Shackelford
Telephone:	501-324-9316
E-Mail:	julia.shackelford@dfa.arkansas.gov

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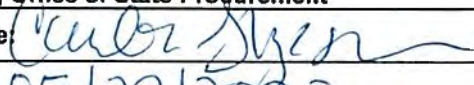
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This Participating Addendum and Master Agreement #00212 administered by NASPO ValuePoint together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Arkansas	Contractor: Satellite Tracking of People, LLC
Name: Camber Thompson	Name: Greg Utterback
Title: Sr. Procurement Manager Arkansas Department of Transformation and Shared Services, Office of State Procurement	Title: Chief Development Officer
Signature: 	Signature: 
Date: 05/22/2020	Date: May 22/2020

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	859-785-5007
Email:	tfosket@naspovaluepoint.org

Please email a fully executed PDF copy of this document to: PA@naspovaluepoint.org

To support documentation of participation and the posting of this document in the appropriate databases.