

NEW

State of Maine



Master Agreement

Effective Date: 05/19/17

Expiration Date: 12/31/19

Master Agreement Description: Electronic Monitoring devices

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

MARK S MCCARTHY 207-287-4389 ext. MARK.S.MCCARTHY@MAINE.GOV

Requestor Information

Scott Goulette 207-287-2729 ext. scott.goulette@maine.gov

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000209703

Vendor Name

SATELLITE TRACKING OF PEOPLE LLC

Alias/DBA

Vendor Address Information

PO BOX 639098

CINCINNATI, OH 45263-9098

US

Vendor Contact Information

GREG UTTERBACK

832-553-9502 ext.

Commodity Information

Vendor Line #: 1

Vendor Name: SATELLITE TRACKING OF PEOPLE LLC

Commodity Line #: 1

Commodity Code: 91570

Commodity Description: Electronic Monitoring devices

Commodity Specifications: Please see master agreement and signed participating addendum attached.

Commodity Extended Description: All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Master Agreement number 00212 on the order.

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
Contract Amount	Service Start Date	Service End Date
\$0.00	05/19/17	12/31/19
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Electronic Monitoring of Offenders
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Satellite Tracking of People, LLC
Master Agreement No: 00212
(hereinafter "Contractor")

And

State of Maine

(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the *Electronic Monitoring of Offenders* led by the State of Washington for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

i. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this contract, the Contractor agrees as follows.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or

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understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

iv. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

4. [Reserved]

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name	Greg Utterback, Chief Development Officer
Address	Satellite Tracking of People, LLC 1212 North Post Oak Road, Suite 100 Houston, TX 77055
Telephone	(832) 553-9502
Fax	(832) 553-9530
E-mail	gutterback@stopllc.com

Participating Entity – Contract Grant Specialist

Name	Justin Franzose
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7337
Fax	207-287-6578
E-mail	Justin.Franzose@maine.gov

Participating Entity – Procurement Manager

Name	Terry Demerchant
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7334
Fax	207-287-6578
E-mail	Terry.Demerchant@maine.gov

6. [Reserved]

7. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

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Participating State: State of Maine	Contractor:
By: <i>Kevin M. Scheirer</i>	By: <i>[Signature]</i>
Name: Kevin Scheirer	Name: <i>Greg Ottoboni</i>
Title: Director, Division of Purchases	Title: <i>Chief Develop officer</i>
Date: 5/16/2017	Date: <i>5/15/17</i>

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

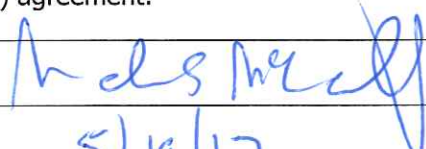
WSCA-NASPO	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

[Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

Division of Purchases' Participating Addendum Authorization Form

Form Instructions: This form must accompany contracts being proposed for approval that are the result of participation (a.k.a. "piggybacking") under pre-existing, competitively awarded contracts. Pre-existing contracts can be in the form of multi-state cooperative agreements, or contracts that were competitively awarded by individual states or public entities. The information requested below should explain the general departmental need for the contracted service or commodity, describe the process undertaken to identify existing contracts, and explain the method of achieving the best contract in terms of price and quality of service/commodity.

<i>The following information should refer to the State of Maine's anticipated Participating Addendum:</i>			
Contract Administrator:	Bill Goodwin	Office/Division/Program:	Corrections / Central Office
Agreement Amount: \$	Master Agreement, no estimated spend	CT or MA Number:	MA 18P 17051900000000000135
Contract Start Date:	May 1, 2107	Contract End Date:	12/31/2019
Vendor's Business Name:	Satellite Tracking of People, LLC	State of Maine VC Number for Vendor:	VC0000209703
Vendor's Contact Name, Physical Address, Email Address, and Phone Number	Greg Utterback, Chief Development Officer 1212 North Post Oak Road, Suite 100 Houston, TX 77055 gutterback@stopllc.com (832) 553-9502		
Type of Service/Commodity or Project Name:	Electronic Monitoring of Offenders		
<i>The following information should refer to the pre-existing contract held by another state or entity:</i>			
Name of Entity that released the original RFP (e.g. NASPO, or State and Dept.):	Washington State Department of Enterprise Services	Entity Contact Name, Email Address, and Phone Number:	Neva Peckham, neva.peckham@des.wa.gov (360) 407-9411
Original RFP Name and Number:	Electronic Monitoring of Offenders; RFP # 00212	Pre-existing Contract Name and Number (resulting from RFP):	Contract #00212 with Satellite Tracking of People for Electronic Monitoring of Offenders
Contract Start Date:	June 4, 2013	Contract End Date:	December 31, 2019

1. What is the departmental need for this service or commodity?	
The Department has an ongoing need to track offenders via GPS/Electronic Monitoring devices. The devices are currently in use on a limited basis throughout MDOC catchment areas and has proven a successful means of tracking and restricting offender movement, often required by court order.	
2. How was the pre-existing contract identified?	
Competitive bid via RFP #00212.	
3. Were multiple pre-existing contracts available? If so, how was the selected contract determined to be the best value to the State of Maine?	
The above-named vendor is competitively priced and offers a product which has proven successful in meeting the Department's needs. MDOC has been utilizing this vendor since November 2015 and prefers to maintain this continuity under the national (NASPO) agreement.	
Signature:	
Date:	5/19/17