

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIRED USE CONTRACT FOR: Inmate Kiosks and Lock Box Services

CONTRACT No.: RS901913

EFFECTIVE DATES: 09/13/12 to 07/31/15

The State of Ohio Department of Administrative Services (DAS) agreed to participate in a cooperative contract for Inmate Kiosks and Lock Box Services with JPay, Inc. which is administered by the State of Nevada Purchasing Division, on behalf of National Association of State Procurement Officials (NASPO) and the Multi-State Corrections Procurement Alliance (MCPA). The State of Ohio has accepted an offer submitted in response to the State of Nevada Request For Proposal No. 1901 that opened on 03/24/11. The State of Nevada Purchasing Division completed the evaluation of the proposal response(s). The Offeror listed herein was determined to be the highest ranking Offeror by the State of Ohio. The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions (Rev. 02/2011), become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase any volume of supplies and/or services.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Ryan Beers
ryan.beers@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: _____
Robert Blair, Director Date

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STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
INMATE KIOSKS AND LOCK BOX SERVICES

NEVADA MASTER PRICE AGREEMENT NUMBER 1901

AS ISSUED ON BEHALF OF THE MULTI-STATE CORRECTIONS PROCUREMENT ALLIANCE (MCPA) OF THE
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO):

http://www.naspo.org/documents/RFP_1901_Inmate_Kiosks.pdf

STATE OF OHIO CONTRACT NUMBER RS901913

PARTICIPATING ADDENDUM

I. SCOPE:

To provide Inmate Kiosks and Services in accordance with the Nevada Master Price Agreement Number 1901, that was issued on behalf of the Multi-State Corrections Procurement Alliance (MCPA) of the National Association of State Procurement Officials (NASPO). The Contractor shall establish a specialized scope and pricelist with each participating Agency or institution depending on their desired needs of services that the Nevada Master Price Agreement Number 1901 offers. Agencies may decide to only utilize a select few services from the Nevada Master Price Agreement and do not have to use each service being offered under the contract. Each Agency can utilize the awarded pricing under the Nevada Master Price Agreement Number 1901, or may negotiate the prices and commissions based off of their operational needs. The agreed upon prices and commissions will be signed by each individual Agency and Contractor. The signed agreements will be kept between the Agency and Contractor. The awarded pricing and commissions are available to view at the link provided below.

http://purchasing.state.nv.us/services/RFP_1901.pdf

II. Participation:

COOPERATIVE PURCHASING CONTRACT. This Contract is open to all State Agencies and may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

III. Changes:

CONTRACTOR QUARTERLY SALES REPORT. The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

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The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE. The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

Terms and Conditions. In addition to the Terms and Conditions listed in the Nevada Master Price Agreement Number 1901, the following requirements will apply to the state of Ohio. The Ohio Standard Contract Terms and Conditions and Supplemental Contract Terms and Conditions may be accessed through the following link:

<http://procure.ohio.gov/pdf/GPCTC2-2011.pdf>

This Contract will become effective 09/13/12 for the state of Ohio and will follow the expiration dates and renewals as set forth in the Nevada Master Price Agreement Number 1901.

The awarded Contractor shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the RFP document and the state of Ohio Terms and Conditions, the state of Ohio Terms and Conditions shall supersede.

PARTICIPATING ADDENDUM

IV. Primary Contacts

The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State (representing both Nevada state procurement and Nevada corrections)

Name: Dawn Rosenberg, Chief of Purchasing
Nevada Department of Corrections
Address: 5500 Snyder Ave, Carson City, NV 89702
Telephone: 775-887-3219
Fax: 775-887-3343
E-mail: drosenberg@doc.nv.gov

Contractor

Name: Danny Shapiro, Executive Vice President
Contractor: JPay, Inc
Address: 12864 Biscayne Blvd, Suite 243, Miami, FL 33181
Telephone: 305-358-8689 x 225
Fax: 305-893-8895
E-mail: dshapiro@jpay.com

Participating State – State Purchasing Authority

Name: Jennifer Dammeyer, CPPB
Address: 4200 Surface Rd, Columbus, OH 43228
Telephone: 614-644-6762
Fax: 614-644-1785
E-mail: jennifer.dammeyer@das.state.oh.us

Participating State – State Corrections Authority

Name: Kelly Sanders
Address: 770 west Broad Street, Columbus, OH 43222
Telephone: 614-752-1346
Fax: 614-728-1578
E-mail: Kelly.sanders@odrc.state.oh.us

V. Servicing Subcontractors: None

This Addendum and the Master Price Agreement 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 Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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 Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State which has executed this Addendum.

PRICE SCHEDULE

The following link contains the pricing that was awarded for JPay, Inc. on the Nevada Master Price Agreement Number 1901

http://purchasing.state.nv.us/services/RFP_1901.pdf

CONTRACTOR INDEX:

CONTRACTOR:

174553
JPay, Inc.
12864 Biscayne Blvd Ste. 243
Miami, FL 33181

CONTRACT NO.: RS901913-1 (07/31/15)

CONTRACTOR'S CONTACT:

Daniel Shapiro

Telephone: (855) 445-5729
FAX: (305) 893-8985
E-Mail: dshapiro@jpay.com