

State of California
**COOPERATIVE AGREEMENT
USER INSTRUCTIONS**

ISSUE AND EFFECTIVE DATE: 09/25/2015	
TITLE/DESCRIPTION:	NASPO ValuePoint Inmate Kiosks
CONTRACT NUMBER(S):	7-15-70-30.01 JPay, Inc. 7-15-70-30.02 Centric Group, L.L.C. dba Keefe Supply Company
CONTRACT TERM:	August 17, 2015 through July 31, 2022
CONTRACT CATEGORY:	IT Goods and Services
MAXIMUM ORDER LIMIT:	Unlimited
FOR OPTIONAL USE BY:	State Departments and Local Governmental Agencies
DGS-PD CONTRACT INFORMATION WEBSITE:	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/InmateKiosks.aspx
STATE CONTRACT ADMINISTRATOR:	Lori Tomita (916) 375-4580 lori.tomita@dgs.ca.gov

Note to Ordering Agencies: Please carefully review the User Instructions in its entirety. Ordering Agencies are required to comply with the instructions provided herein and the terms outlined within the individual California Participating Addendum (Contracts) listed above. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instruction Supplement.

[Original Signature on File](#)

Lori Tomita, Contract Administrator
Multiple Awards Program Section

1. SCOPE AND OVERVIEW

- A. The purpose of this NASPO ValuePoint Cooperative Price Agreement is to provide Inmate Kiosks systems to allow offenders in designated correctional facilities access to automated services with little or no assistance from for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to expend public funds per California Public Contract Code Section 10299.
- B. While the State of California makes this NASPO ValuePoint Cooperative Price Agreement available to local governmental agencies, each local agency should make its own determination of whether using this NASPO ValuePoint Cooperative Price Agreement is consistent with its procurement policies and regulations.

Note: Throughout this document, “California Participating Addendum” may be used interchangeably with “agreement” or “contract.” Unless otherwise specified within this document, the term “Ordering Agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

2. CONTRACT AVAILABILITY

A. State Departments

- 1) Use of these agreements is non-mandatory for State of California departments.
- 2) Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes.
- 3) Per Management Memo 05-11, products available on a mandatory statewide contract cannot be purchased by State departments under this agreement.

B. Local Governmental Agencies

- 1) Use of these agreements is optional for local governmental agencies.
- 2) A local governmental agency is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges that are empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the NASPO ValuePoint program is consistent with its procurement policies and regulations.

3. DGS ADMINISTRATIVE FEE

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

4. STATE CONTRACT ADMINISTRATOR

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS #202
West Sacramento, CA 95605-2811

Contact: Lori Tomita
Phone: (916) 375-4580
Fax: (916) 375-4663
E-Mail: lori.tomita@dgs.ca.gov

5. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

- A. Ordering agencies and/or contractors shall inform the State Contract Administrator in a timely manner of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc.
- B. To report contractor performance issues, ordering agencies must submit a completed Contract/Contractor Evaluation, STD. 4. If the performance by the contractor was unsatisfactory, a copy of the Contract/Contractor Evaluation form must also be sent to Office of Legal Services. The STD. 4 form can be obtained from this link: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std004.pdf>

6. CONTRACTOR INFORMATION

See Attachment A for awarded contracts, pages 6 and 7.

7. ORDER LIMITS/DOLLAR THRESHOLDS

- A. State Departments
NASPO ValuePoint Program Limitation: Unlimited
- B. Local Governmental Agencies are Exempt

8. PURCHASE ORDER FORM AND EXECUTION

A State Departments

- 1) The NASPO ValuePoint State of California-Participating Addendum/Contract Number must be shown on the Purchase Order.
- 2) State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.
- 3) Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Direct link to the Standard Form 65: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std065.pdf>
- 4) The ordering agency defines the project scope to determine which goods are needed, and checks the electronic catalog for pricing. Then the ordering state agency completes a Form 65 (Contract/Delegation Purchase Order), including all pertinent information for each individual order issued against the Agreement and sends the Form 65 to the selected Contractor.
- 5) As a hard copy catalog is not available, you must print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

B Local Governmental Agencies

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

9. NASPO VALUEPOINT BASE CONTRACT

This Participating Addendum is based on some or all of the products and prices from the NASPO ValuePoint Inmate Kiosks contract:

- A. State of Nevada Statewide Master Service Agreement Number 1901, JPay, Inc.
- B. State of Nevada Statewide Master Service Agreement Number 1901, Keefe Group (Amendment 2, Centric Group, LLC dba Keefe Supply Company)

A copy of the actual NASPO ValuePoint Master Agreement is available on the Internet at: <http://www.naspovaluepoint.org/#/home/contracts>.

10. CONTRACT TERM

The contract term is **August 17, 2015** through **July 31, 2022** with an option to extend the contract for six (6) additional years but not more than eight (8) years total. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor(s) and the State. If a mutual agreement cannot be met, the contract may be terminated at the end of the current contract term.

11. PRICING

The California Participating Addendum includes:

A.) JPay, Inc. – **Attachment B**, Cost Proposal and **Attachment C**, Additional Equipment and Services.

B.) Centric Group, L.L.C dba Keefe Supply Company – **Attachment B**, Cost Proposal One

12. PAYMENTS AND INVOICES

A. State Departments

1) Payment Terms

See NASPO ValuePoint Supplier Contract Information (Attachment A) for Payment Terms.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2) Payee Data Record (Std. 204)

Each state accounting office must have a Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

3) CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Article 8 (Purchase Execution) and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual

(SCM) Volume 1, Volume 2 and Volume 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

B. Local government agencies may make payments according to their statutory requirements.

13. TERMINATION

Any State or Local agency may terminate any order against this agreement upon a 30 day notice provided the products or services have not already been accepted. This does not affect the termination clause of the NASPO ValuePoint Master Price Agreement concerning failure to perform or upon mutual consent.

ATTACHMENT A

WSCA CONTRACT ORDERING INFORMATION

Contractor Name	JPay, Inc.
Contract Number	7-15-70-30.01
Contract Term Dates	08/17/2015 through 7/31/2022
NASPO ValuePoint Agreement	http://www.naspovaluepoint.org/#/contract-details/41/participants
CA General Provisions	http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf
CA Participating Addendum	https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx
Contact Manager	Errol Feldman
Phone	(954) 862-6903
Email	efeldman@jpay.com
Ordering Address	12864 Biscayne Blvd., Ste. 243 Miami, FL 33181
Phone	(360) 433-0401
Fax	(360) 433-0401
Email	wsc@ctslanguageink.com
Pricing (Website) Category Warranty Delivery Shipping Freight	N/A
Contractor Ownership Information	JPay, Inc. is a private company
California Seller's Permit	JPay, Inc. California Seller's Permit No. is 102557593 Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov
Payment Terms	Net 45 days
FEIN	01-0756761
CAL-Card Accepted	No, JPay, Inc. does <u>not</u> accept the State of California credit card (CAL-Card).

ATTACHMENT A

WSCA CONTRACT ORDERING INFORMATION

Contractor Name	Centric Group, L.L.C. dba Keefe Supply Company
Contract Number	7-15-70-30.02
Contract Term Dates	08/17/2015 through 7/31/2022
NASPO ValuePoint Agreement	http://www.naspovaluepoint.org/#/contract-details/41/participants
CA General Provisions	http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf
CA Participating Addendum	https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx
Contract Manager	Terry Schroeder
Phone	(800) 411-0454 or (909) 429-6954 (direct)
Ordering Address	13369 Valley Blvd. Fontana, CA 92335
Contact	Colby Pierce
Phone	(800) 411-0454 or (909) 429-6950 (direct)
Fax	(909) 357-2352
Email	cpierce@keefegroup.com
Pricing (Website) Category Warranty Delivery Shipping Freight	N/A
Contractor Ownership Information	Centric Group, L.L.C. dba Keefe Supply Company is a private company
California Seller's Permit	Centric Group, L.L.C. dba Keefe Supply Company Seller's Permit No. is 101107862 Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov .
Payment Terms	Net 45 days
FEIN	43-1857001
CAL-Card Accepted	Centric Group, L.L.C. dba Keefe Supply Company accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.