



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Steven W. Beeson, Procurement Officer I
steven.beeson@doc.mo.gov
(573) 526-6590
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
11/09/2016	Attn: Errol Feldman JPay, Inc. 12864 Biscayne Blvd., Ste. 243 Miami, FL 33181	Amendment 003 OF15708018	Loadable Debit Cards for Released Offenders Department of Corrections Various Locations

CONTRACT OF15708018 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.2.1 and 2.3.1 on page 7, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 01, 2017 through February 28, 2018.

All terms, conditions and provisions of the previous contract period, including pricing, shall remain and apply hereto.

Return of this amendment by the contractor is not required.

.....

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Cari Collins, Director, Division of Human Services Date

11-14-16



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Diana Fredrick, CPPB
Diana.fredrick@doc.mo.gov
Ph: (573) 526-0591 - Fax: (573) 522-1562
FMU/PURCHASING SECTION
P.O. BOX 238
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
10/29/15	Attn: Errol Feldman JPay, Inc. 12864 Biscayne Blvd., Ste. 243 Miami, FL 33181	Amendment 002 OF15708018	Loadable Debit Cards for Released Offenders Department of Corrections Various Locations

CONTRACT OF15708018 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.2.1 and 2.2.2 on page 7, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 01, 2016 through February 28, 2017.

All terms, conditions and provisions of the previous contract period, including prices, shall remain and apply hereto.

Return of this amendment by the contractor is not required.

.....

This amendment is accepted by the Missouri Department of Corrections as follows: **In its entirety.**


Cari Collins, Director, Division of Human Services

11-02-15
Date



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN APRIL 24, 2015 TO:

Gary Stoll, CPPB
Gary.stoll@doc.mo.gov
(573) 526-6402 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
04/13/15	Attn: Errol Feldman JPay Inc 12864 Biscayne Blvd, Ste 243 Miami FL 33181	Amendment #1 OF15708018	Loadable Debit Cards for Released Offenders Department of Corrections Various Locations

CONTRACT #Y10708384 IS HEREBY AMENDED AS FOLLOWS:

The Missouri Department of Corrections desires to amend the above-referenced contract to add the following additional delivery location:

- Kansas City Community Release Center (soon to be renamed Kansas City Re-entry Center)
651 Mulberry Street
Kansas City, MO 64106

All terms, conditions and provisions, including prices, of the contract shall remain and apply hereto.

The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: JPay Inc

Mailing Address: 12864 Biscayne Blvd #243

City, State Zip: Miami FL 33181

Telephone: 954-862-6903

E-Mail Address: efeldman@jpay.com

Authorized Signer's Printed Name and Title: Errol Feldman CAD

Authorized Signature: [Signature]

Date: 4/13/2015

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Carl Collins
Carl Collins, Director, Division of Human Services

4-20-15
Date

INVITATION FOR BID



Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Buyer of Record:
Gary Stoll, CPPB
Telephone: (573) 526-6402
gary.stoll@doc.mo.gov

Amendment 1 IFB OF15708018

Loadable Debit Cards for Released Offenders
FOR

Department of Corrections
Division of Human Services

Contract Period:
Date of Award through One Year

Date of Issue: August 28, 2014
Page 1 of 47

Bids Must Be Received No Later Than:

Revised by Amendment 1
2:00 p.m., Thursday, September 11, 2014

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: JPay Inc.
Mailing Address: 12864 Biscayne Blvd., Ste 243
City, State, Zip: Miami, FL 33181
Telephone: (954) 862-6903 Fax: (305) 675-0693
Federal EIN #: 01-0756761 State Vendor #: 01-075676100
Email: efeldman@jpay.com

Authorized Signer's Printed Name and Title: Errol Feldman, Chief Administrative Officer

Authorized Signature: [Signature]

Bid Date: 9/10/14

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: in its entirety.

Contract No. OF15708018

contract period: March 1, 2015 – February 29, 2016

[Signature]
Cari Collins, Director, Division of Human Services

2-17-15
Date

The original cover page, including amendments, should be signed and returned with the bid.

Stoll, Gary

From: Errol Feldman [efeldman@JPay.com]
Sent: Friday, November 07, 2014 3:39 PM
To: Stoll, Gary
Subject: RE: IFB OF15708018 Clarification
Attachments: MO Release Card Clarification.pdf

Mr. Stoll,

Attached please find our response. We appreciate the opportunity to participate in this solicitation.

We look forward to hearing from you.

Thanks,

Errol Feldman
JPay | Chief Administrative Officer
O: 954-862-6903 | M: 917-202-7529
efeldman@jpay.com

From: Stoll, Gary [<mailto:Gary.Stoll@doc.mo.gov>]
Sent: Friday, October 31, 2014 9:52 AM
To: Errol Feldman
Subject: IFB OF15708018 Clarification

The Missouri Department of Corrections is requesting the following clarifications to JPay's response to IFB OF15708018. This is a request for clarification of information already submitted. NO NEW INFORMATION MAY BE SUBMITTED. Any new information submitted will not be considered in the evaluation.

Section 3.2.4

JPay concluded its response to section 3.2.4 by saying that JPay can also work with the Department to enhance the interface so that cards are loaded in real time (as opposed to lump sum batches.) Please define real time.

Section 3.3.3

Section 3.3.3 requires that activated cards be valid for a minimum of one (1) year so long as a balance remains. JPay's response states that the cards are valid through the date listed on the front of the card, and this is generally 18 months following card issuance. Please clarify, is card issuance the date the card is printed, the date the card is delivered to the Department or the date the card is activated?

Section 3.4.2

Section 3.4.2 requires the contractor's services to have the ability to convert the debit card to a personal re-loadable debit card. JPay's response states that cardholders can upgrade their release card to a personalized card by contacting JPay's toll-free customer service center. JPay's response also states that upon verification and approval, JPay will issue a new personalized card. Please confirm that the personalized card is a personalized **re-loadable** card. Also please define approval.

Please respond no later than Friday, November 7, 2014. Feel free to email me with any questions.

Gary Stoll, CPPB

Purchasing Manager

Missouri Department of Corrections

(573)-526-6402



November 7, 2014

Sent Via Email

Mr. Gary Stoll
Missouri Department of Corrections
Purchasing Section
2729 Plaza Drive, PO Box 236
Jefferson City, MO 65109

Re: Clarification on OF15708018 for Loadable Debit Cards for Released Offenders

Dear Mr. Stoll,

JPay is pleased to submit our response to the Missouri Department of Corrections' request for clarification on IFB OF1570818.

If you have any questions, please do not hesitate to contact me. We look forward to hearing from you.

Sincerely,

Errol Feldman
Chief Administrative Officer
Phone: (954) 862-6903
Email: efeldman@ipay.com



- 1) Section 3.2.4: JPay concluded its response to section 3.2.4 by saying that JPay can also work with the Department to enhance the interface so that cards are loaded in real time (as opposed to lump sum batches.) Please define real time.

Real time means that cards can be activated from JPay's online interface, the Facility System, and the cards are active as soon as a staff member clicks activate on the system.

- 2) Section 3.3.3: Section 3.3.3 requires that activated cards be valid for a minimum of one (1) year so long as a balance remains. JPay's response states that the cards are valid through the date listed on the front of the card, and this is generally 18 months following card issuance. Please clarify, is card issuance the date the card is printed, the date the card is delivered to the Department or the date the card is activated?

JPay confirms that the cards are valid for a minimum of one year so long as a balance remains. To clarify, card issuance is the date the card is activated, and the expiration date on the card is three (3) years after the date the card is printed. Therefore, the cards are active well beyond the one year minimum regardless of whether a balance remains.

- 3) Section 3.4.2: Section 3.4.2 requires the contractor's services to have the ability to convert the debit card to a personal re-loadable debit card. JPay's response states that cardholders can upgrade their release card to a personalized card by contacting JPay's toll-free customer service center. JPay's response also states that upon verification and approval, JPay will issue a new personalized card. Please confirm that the personalized card is a personalized *re-loadable* card. Also please define approval.

JPay confirms that the personalized card is a re-loadable card. Cardholders can reload the card via Western Union. Approval means that the cardholder's identity has been verified-- the cardholder's name, date of birth and social security number are checked and confirmed instantly via a third party identity verification solution. Upon verification, JPay upgrades the cardholder's account and sends a personalized card to the cardholder.



September 10, 2014

Mr. Gary Stoll
Missouri Department of Corrections
Purchasing Section
2729 Plaza Drive, PO Box 236
Jefferson City, MO 65109

Re: Amendment to IFB OF15708018 for Loadable Debit Cards for Released Offenders

Dear Mr. Stoll,

Enclosed please find JPay's amended Exhibit A, Pricing Page, and Exhibit G, Contractor's Notice of Fees. This submission is meant to replace Exhibits A & G (Alternative Bids #1 and 2), from JPay's previously submitted proposal dated August 26, 2014. All other sections of JPay's initial submission remain unchanged.

If you have any questions, please do not hesitate to contact me. We look forward to hearing from you.

Sincerely,

Errol Feldman
Chief Administrative Officer
Phone: (954) 862-6903
Email: efeldman@jpay.com

ORIGINAL

Amendment 1

EXHIBIT A, Pricing Page

The bidder must state **one** firm fixed price for **one** (1) debit card, delivered FOB Destination Prepaid and Allowed to all institutions listed on **ATTACHMENT 2**. If bidding multiple options, it is requested bidders make a copy of **EXHIBIT A, Pricing Page** to use for each alternate bid and clearly mark the pages "**alternate bid #1, alternate bid #2**, etc. Prices quoted shall be considered firm and fixed throughout the contract period.

Line Item	Description	Original Contract Period	First Renewal Option	Second Renewal Option	Third Renewal Option	Fourth Renewal Option
001	Debit Card Fee	\$ 3.00 Firm Fixed Cost Per Card	\$ 3.00 Firm Fixed Cost Per Card	\$ 3.00 Firm Fixed Cost Per Card	\$ 3.00 Firm Fixed Cost Per Card	\$ 3.00 Firm Fixed Cost Per Card

Bidder's Acceptance of the State Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and/or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein:

Agreement X Disagreement _____

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices:

0 % if paid within 30 days of receipt of invoice

Web Site:

The bidder should state web site address if online invoicing is available: N/A

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: JPay Inc.

Printed Name: Errol Feldman Email: efeldman@jpay.com

Authorized Signature:  Date: 9/10/14

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Amendment 1

IFB OF 14708250

EXHIBIT G Contractor's Notice of Fees

(The contractor shall provide a list with a description and amount of all debit card fees that may be charged to the released offenders)

Transaction Type	Fee
Issuance	Free
Activation	Free
PIN POS Purchase	Free
POS Signature	Free
Cash back at POS	Free
ATM Withdrawal*	Free
Automated Customer Service	Free
Live Customer Service	Free
Online Statement/Inquiry	Free
ATM Balance Inquiry	\$1.50
Inactivity Fee**	\$2.99
Replacement Card	\$5.00
Cancellation***	\$9.95
Transaction Decline	\$1.95
International Transaction	\$3.95

* Additional ATM fee may apply. Use a MoneyPass ATM to avoid this additional surcharge.

** Fee charged monthly after sixty (60) days of inactivity. Will not drive account negative.

*** Cardholder receives balance via check or money order.

INVITATION FOR BID



Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Buyer of Record:
Gary Stoll, CPPB
Telephone: (573) 526-6402
gary.stoll@doc.mo.gov

IFB OF15708018

Loadable Debit Cards for Released Offenders
FOR

Department of Corrections
Division of Human Services

Contract Period:
Date of Award through One Year

Date of Issue: July 24, 2014
Page 1 of 45

Bids Must Be Received No Later Than:

2:00 p.m., Thursday, August 28, 2014

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: JPay Inc.
Mailing Address: 12864 Biscayne Blvd., Ste 243
City, State, Zip: Miami, FL 33181
Telephone: (954) 862-6903 Fax: (305) 675-0693
Federal EIN #: 01-0756761 State Vendor #: 01-075676100
Email: efeldman@jpay.com

Authorized Signer's Printed Name and Title: Errol Feldman, Chief Administrative Officer

Authorized Signature:  Bid Date: 08/26/2014

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No.

Cari Collins, Director, Division of Human Services

Date

The original cover page, including amendments, should be signed and returned with the bid.



Transmittal Letter

August 26, 2014

Gary Stoll
Missouri Department of Corrections
Purchasing Section
2729 Plaza Drive, PO Box 236
Jefferson City, MO 65109

Re: IFB OF15708018 for Loadable Debit Cards for Released Offenders

Dear Mr. Stoll,

JPAY is pleased to submit this proposal in response to IFB OF15708018 for Loadable Debit Cards for Released Offenders for the Missouri Department of Corrections (the Department). We appreciate the opportunity to expand our longstanding partnership with the State of Missouri.

JPAY certifies that all IFB requirements have been met.

If you have any questions, please do not hesitate to contact me. We look forward to hearing from you.

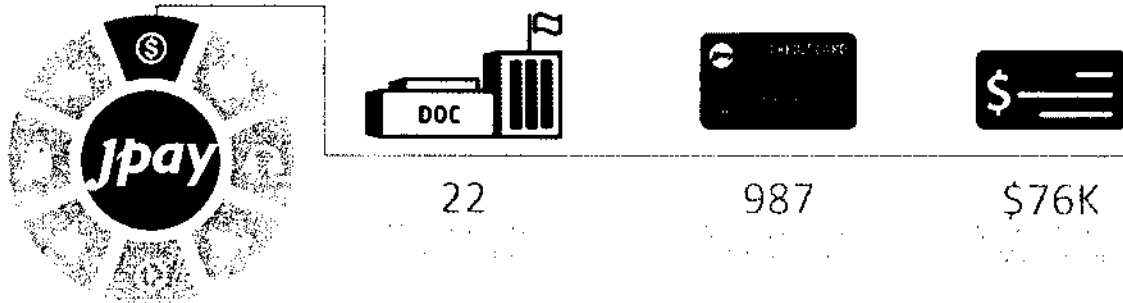
Sincerely,

Errol Feldman
Chief Administrative Officer
Phone: (954) 862-6903
Email: efeldman@jpay.com



Executive Summary

Release Cards



Company Background

JPay started out in 2002 with one goal in mind: to be our nation's premier technology provider to federal, state, and county corrections agencies. This goal resonates in our mission statement, which is to design and implement convenient, user-friendly, and innovative solutions that help agencies rehabilitate inmates and reduce recidivism while keeping facilities and communities safe. At all times, our focus is solely on our customers-- corrections staff, inmates, and the inmates' families and friends. After all, our customers are what inspire us to push the envelope of technological advancements for the corrections industry.

Since our inception, JPay has designed and developed cutting-edge solutions that facilities nationwide have implemented to achieve unequivocal success. JPay continues to be the preferred choice for correctional agencies. The proof – JPay's payment footprint includes over 2.2 million inmates and released offenders nationwide.

Our Partnership with Missouri



The Missouri Department of Corrections has played a significant role in JPay's maturity as a company. The Department was the first state DOC to use JPay's offender deposit service and has provided JPay with more than 10 years of valuable feedback and critical input. As the incumbent provider of release debit cards for the Department, JPay currently experiences an excellent working relationship with all levels of facility staff statewide.

Outstanding Customer Service

When released offenders have a question about their debit card, a team of more than 100 highly-trained, enthusiastic South Floridians take calls in English, every dialect of Spanish, Portuguese, French and Creole 24 hours a day. In fact, JPay is accredited by the Better Business Bureau and the only company in corrections with an "A+" rating due to our resolution of every customer issue quickly and fairly.



BBB Rating: A+

For facility support, a dedicated team of Help Desk Analysts are on call to assist staff at all times. Help Desk Analysts have achieved the highest level of system training, enabling them to respond to staff requests on the spot. JPay not only vets and finds the best people to work at the company, but we continue to train and grow our staff so we can stay competitive, constantly innovate and offer the best industry solutions.



Exhibit A – Pricing Page

JPay is pleased to provide the Department two pricing alternatives for our Release Debit Cards. **Alternate Bid #1** offers the entire release card program at no cost to the Department and at no cost to the released offender. This bid is contingent upon JPay being exclusively awarded the pending contract for Offender Deposit, E-mail, Integrated Security (RFP B2Z14034). If JPay is not exclusively awarded the pending contract for Offender Deposit, E-mail, Integrated Security (RFP B2Z14034), JPay proposes the pricing listed in **Alternate Bid #2**.

EXHIBIT A, Pricing Page

The bidder must state **one** firm fixed price for **one** (1) debit card, delivered FOB Destination Prepaid and Allowed to all institutions listed on **ATTACHMENT 2**. If bidding multiple options, it is requested bidders make a copy of **EXHIBIT A, Pricing Page** to use for each alternate bid and clearly mark the pages "**alternate bid #1, alternate bid #2, etc.** Prices quoted shall be considered firm and fixed throughout the contract period.

Line Item	Description	Original Contract Period	First Renewal Option	Second Renewal Option	Third Renewal Option	Fourth Renewal Option
001	Debit Card Fee	\$ 0 Firm Fixed Cost Per Card	\$ 0 Firm Fixed Cost Per Card	\$ 0 Firm Fixed Cost Per Card	\$ 0 Firm Fixed Cost Per Card	\$ 0 Firm Fixed Cost Per Card

Bidder's Acceptance of the State Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and/or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein:

Agreement X Disagreement

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices:

 0 % if paid within 30 days of receipt of invoice

Web Site:

The bidder should state web site address if online invoicing is available: N/A

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: JPay Inc.

Printed Name: Errol Feldman Email: efeldman@jpay.com

Authorized Signature: Date: 08/26/14

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EXHIBIT A, Pricing Page

The bidder must state **one** firm fixed price for **one** (1) debit card, delivered FOB Destination Prepaid and Allowed to all institutions listed on **ATTACHMENT 2**. If bidding multiple options, it is requested bidders make a copy of **EXHIBIT A, Pricing Page** to use for each alternate bid and clearly mark the pages "**alternate bid #1, alternate bid #2, etc.** Prices quoted shall be considered firm and fixed throughout the contract period.

Line Item	Description	Original Contract Period	First Renewal Option	Second Renewal Option	Third Renewal Option	Fourth Renewal Option
001	Debit Card Fee	\$ 4.00 Firm Fixed Cost Per Card	\$ 4.00 Firm Fixed Cost Per Card	\$ 4.00 Firm Fixed Cost Per Card	\$ 4.00 Firm Fixed Cost Per Card	\$ 4.00 Firm Fixed Cost Per Card

Bidder's Acceptance of the State Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and/or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein:

Agreement X Disagreement

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices:

 0 % if paid within 30 days of receipt of invoice

Web Site:

The bidder should state web site address if online invoicing is available: N/A

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: JPay Inc.

Printed Name: Errol Feldman Email: efeldman@jpay.com

Authorized Signature:  Date: 08/26/14

THIS SPACE INTENTIONALLY LEFT BLANK



Exhibit B - Experience of Organization and Expertise of Personnel

B.1 Expertise of Personnel:

1. The bidder should fully describe and identify previous experience in performing the same services and should include beginning and ending dates, a description of the role of all personnel in such performances, results of the services performed, and how the bidder's involvement in that project relates to the bidder's ability to contribute to the State of Missouri.
2. The bidder's response should also specifically address personnel's knowledge and experience with the requirements similar in scope to the requirements stated herein.

Lee Posner – VP of Client Relations



Lee serves as a liaison between JPay's Sales and Client Services Teams. In the six years Lee has worked at JPay, he has managed multiple accounts, implementations and sales cycles. Simply put, Lee has grown to become the "go to" person and makes a great fit serving as one of the Department's main contacts.

Description

- Available 24/7/365 to respond to client inquiries
- Assists with the implementation of services and client communication
- Available for ongoing support of contract concerns or questions

Experience

Louisiana Department of Public Safety and Corrections Jul. 2011 – Present

- Led the deployment of offender deposits, release debit cards and offender kiosks with two-way email and media tablets
- Remains actively involved with the contract

Washington State Department of Corrections Dec. 2009 – Present

- Led the deployment of offender deposits and offender kiosks with two-way email, video visitation and media tablets
- Remains actively involved with the contract

Georgia Department of Corrections Aug. 2009 – Present

- Led the deployment of offender deposits, P&P deposits, release debit cards and offender kiosks with two-way email, video visitation and media tablets
- Remains actively involved with the contract

Nevada Department of Corrections Aug. 2008 – Present

- Led the deployment of offender deposits and release debit cards
- Remains actively involved with the contract



Jessica Lust – Director of Client Services



Jessica has been with JPay since February 2010 and has been the main point of contact for several of JPay's largest state clients. She oversees JPay's entire Client Services Team and has extensive experience supervising the team responsible for responding to facility concerns.

Description

- Heads JPay's 12 person Client Services Team
- Directs JPay's Help Desk in training, marketing, troubleshooting and client support
- Serves as liaison between facilities and JPay's Development Team

Experience

North Carolina Department of Public Safety

Jul. 2013 – Present

- Transitioned the agency from collecting all deposits in house to exclusively electronic through JPay in 90 days
- Lead a successful pilot of the release card program in four test facilities
- Answers staff inquiries concerning services and the Facility System

Michigan Department of Corrections

Mar. 2010 – Present

- Responsible for all products including release cards
- Provides ongoing training and support for facility staff

Nevada Department of Corrections

Feb. 2010 – Present

- Responsible for product support and card inventory management
- Served as liaison between the facility and the card's issuing bank
- Answers DOC staff inquiries concerning services and the Facility System



Jacob Katz – Senior Product Manager



Jacob has been overseeing all aspects of JPay's release card service since 2008 and is JPay's main point of contact for nine of the 12 states currently enrolled in the program (including Missouri).

Description

- Serves as liaison between DOCs and the release card program provider
- Responsible for all new card program implementations
- Coordinates the exchange of data needed for card loading and cardholder verification
- Ensures continuous card program uptime and 24/7 client/cardholder support

Experience

Florida Department of Corrections

Jan. 2014 – Present

- Applied a specialized cost structure and individual rules for the DOC's card program
- Worked hands on with DOC staff to launch the card program in the allocated time frame
- Developed troubleshooting procedures for staff having difficulty loading cards

Tennessee Department of Corrections

Apr. 2012 – Present

- Designed and executed the implementation of the card program
- Developed troubleshooting procedures for staff having difficulty loading cards
- Provides ongoing support of the product

Nevada Department of Corrections

Nov. 2008 – Present

- Customized a specialized cost structure specifically for the DOC
- Implemented the card program successfully
- Provides ongoing support for the product

Colorado Department of Corrections

Oct. 2008 – Present

- Redesigned the card program to meet the specific needs of finance staff to place cards in a suspend mode pending release
- Provides ongoing support for the card program



David Lovitt – Implementation Project Manager



David has been with JPay since October 2012 and is responsible for implementation of all new projects. David's technical expertise includes the administration of multi-phase implementations, customer-focused delivery methods and process improvement expertise in the prepaid cards marketplace. David will be responsible for ensuring any technical transitions are completed timely and without interruption.

Description

- Works collaboratively with the technical, deployment, product and business teams
- Owns full project life cycle
- Conducts on-site visits prior to deployment to ensure a successful installation

Experience

Google, Inc.

Nov. 2010 – Oct. 2012

- Ensured portfolios were properly maintained and customer expectations met and exceeded wherever possible in a proactive effort to retain clients and obtain repeat/referral business
- Conducted periodic visits with existing and new key executive stakeholders to ensure the boarding and launching of new programs were optimized and executed proficiently

Fidelity Information Services

Dec. 2007 – Oct. 2010

- Managed and had responsibility for all production operational aspects and production issues. Business Support, which is a 24/7/365 team, focused on the management and resolution of all production events for their prepaid clients
- Involved in vendor management, third party relationships, and internal departments
- Fostered liaisons between Account Development, Business Development and Information Technology

**B.2 Proposed Subcontractors:**

The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Department reserves the right to request such information.

JPay does not propose to use any subcontractors.

B.3 Experience of Organization:

1. The bidder should provide a list of at least three (3) references from accounts that have the same or similar requirements as stated herein. For each of the references, the bidder should provide a contact name at each entity, their telephone number and e-mail address so that the information provided and outcomes may be verified.

Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Colorado Department of Corrections
Address of Reference Company:	2862 S Circle Dr. Colorado Springs, CO 80906
Reference Contact Person Information:	Tonya Whitney (719) 269-4279 tonya.whitney@state.co.us
Dates of Services:	2006 – present
If Service/Contract has Terminated, Specify Reason:	Active contract
Total Dollar Value of Services:	\$0
Description of Services Performed:	JPay has been the exclusive provider of Release Card Services for the DOC for 8 years. JPay also provides offender deposits for the DOC.

Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Florida Department of Corrections
Address of Reference Company:	501 South Calhoun Street Tallahassee, FL 32399
Reference Contact Person Information:	Jeff Straley (850) 410-3612 straley.jeff@mail.dc.state.fl.us
Dates of Services:	2007 – present
If Service/Contract has Terminated, Specify Reason:	Active contract
Total Dollar Value of Services:	\$0
Description of Services Performed:	JPay is the exclusive provider of offender deposits and release debit card services for the DOC.



Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Indiana Department of Correction
Address of Reference Company:	302 W. Washington, E334 Indianapolis, IN 46204
Reference Contact Person Information:	James Basinger (317) 232-1309 jbasinger@idoc.in.gov
Dates of Services:	2007 – Present
If Service/Contract has Terminated, Specify Reason:	Active contract
Total Dollar Value of Services:	\$0
Description of Services Performed:	JPay is the exclusive provider of offender deposit and release debit card services as well as offender kiosks which offer email and video visitation.

Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Georgia Department of Corrections
Address of Reference Company:	2 MLK Jr. Dr., SE., 1566 Twin Towers E Atlanta, GA 30334
Reference Contact Person Information:	Mitzi Richards (478) 992-6314 Richam00@dcor.state.ga.us
Dates of Services:	2009 – present
If Service/Contract has Terminated, Specify Reason:	Active contract
Total Dollar Value of Services:	\$0
Description of Services Performed:	JPay provides offender deposits, release debit card services and offender kiosks which feature email, video visitation and digital media players.



Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Nevada Department of Corrections
Address of Reference Company:	5500 Snyder Ave, P.O. Box 7011 Carson City, Nevada, 89701
Reference Contact Person Information:	Kimberly Ojeda (775) 887-3340 kojeda@doc.nv.gov
Dates of Services:	2009 – Present
If Service/Contract has Terminated, Specify Reason:	Active contract
Total Dollar Value of Services:	\$0
Description of Services Performed:	JPay provides offender deposits and release debit card services.

Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Virginia Department of Corrections
Address of Reference Company:	P.O. Box 26963 Richmond, VA 23261
Reference Contact Person Information:	Steve Seldon (804) 347-2249 steve.seldon@vadoc.virginia.gov
Dates of Services:	2013 – Present
If Service/Contract has Terminated, Specify Reason:	Active contract
Total Dollar Value of Services:	\$0
Description of Services Performed:	JPay is the exclusive provider of offender deposit and release debit card services, and provides kiosks with media and email as well.



Exhibit C - Functional, Performance, and Technical Requirements

3.1 General Operational Requirements:

- 3.1.1 *The contractor shall provide a release debit card program in accordance with the provisions and requirements stated herein. Any debit card program not conforming to the requirements stated herein shall not be accepted.*

Compliance to Specifications: Yes.

JPay's release debit card program has been provided to the Department since 2009. The program will conform to all stated requirements.

- 3.1.2 *The software application provided by the contractor to satisfy the requirements identified herein shall be accessed, viewed, and managed from one (1) integrated website provided by the contractor. The application shall be user-friendly and secure for the secure paperless exchange of business information using electronic data interchange (EDI), e-mail, and electronic funds transfer (EFT).*

a. *The software application must operate using the following browsers:*

- Internet Explorer 8 or newer;
- Firefox 3.0 or newer; and
- Safari 5.0 or newer

Compliance to Specifications: Yes.

JPay's release debit card program is administered through one integrated website called the Facility System, which is the same secure web portal used by the Department today to manage all aspects of JPay's offender deposit and release debit card services.

JPay plans to unveil a "facelift" of all current screens (as depicted) in the near future. Though all of the colors will feature JPay's new branding, the functionality will remain the same.

The Facility System is accessible from any Windows-based computer and can operate through all of the listed browsers.

- 3.1.3 *The contractor's release debit card program shall use the current Department owned MagTek card swipe devices.*

Compliance to Specifications: Yes.

JPay's Facility System is already integrated with the Department's MagTek system. When cards are swiped, the corresponding data is included in the daily file exchange between JPay and the Department.



- 3.1.4 *The contractor shall understand and agree that all services shall be performed to the sole satisfaction of the Department as the final judge of the quality of the contractor's performance under the contract, and that any dispute arising from conflicts between the Department's policies and procedures and the contractor's operation shall be resolved by the Offender Finance Officer.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

- 3.1.5 *The contractor shall begin providing services within thirty (30) days of notice of award.*

Compliance to Specifications: Yes.

As the incumbent contractor, JPay can continue to provide our release debit card solution along with any required modifications without interruption of service to the Department.

- 3.1.6 *Unless otherwise specified, the contractor shall assume all costs for providing services, including but not limited to labor, supervision, materials and equipment necessary for performing the requirements of this contract and further agrees to insert the foregoing provision in all subcontracts awarded.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

3.2 **Release Debit Card Program:**

- 3.2.1 *The debit card shall be Visa or MasterCard branded.*

Compliance to Specifications: Yes.

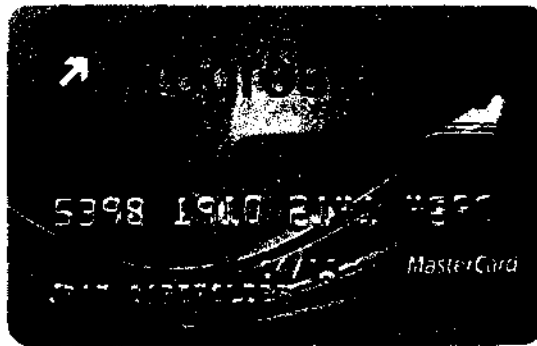
JPay's debit card is MasterCard branded.

- 3.2.2 *The Department reserves the right to approve the name, design, content, and graphics of the debit card used by the contractor.*
- a. *The contractor should initially provide three (3) designs for review.*
 - b. *The contractor shall understand and agree that during the course of the contract, the Department may request changes to the physical attributes of the debit card in order to meet changes occurring in offender releases. Any change to the physical attributes will be completed by a written amendment to the contract.*

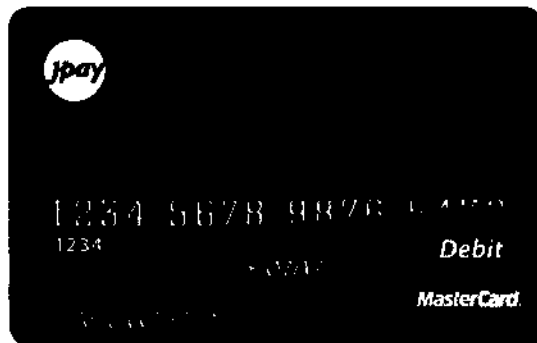
Compliance to Specifications: Yes.



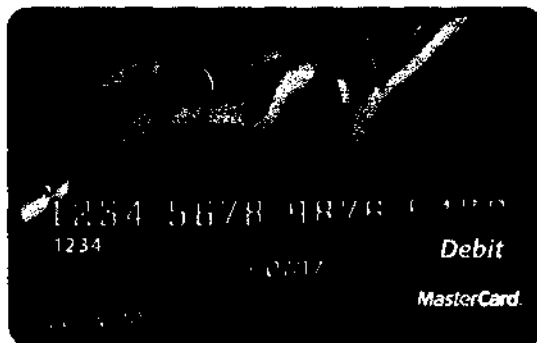
- a. JPay's current release debit card design is as follows:



JPay has redesigned the look and feel of its card program and is excited to launch a new card design (as shown below) that should be ready by the Department's designated "go live" date.



JPay can also get bank approval for the design below or, if the Department would like a completely revised look, JPay is happy to custom-design a card to the Department's satisfaction. Once the Department selects a design, JPay will obtain bank approval and launch the card program using the new design.



- b. JPay understands and agrees to comply with this requirement.



- 3.2.3 *At minimum, debit cards shall have a minimum load of \$5.00 and a maximum load of \$2,500.00. The maximum balance released offenders may have shall be \$2,500.00.*

Compliance to Specifications: Yes.

JPay's debit cards can have a minimum load of \$5.00 and a maximum load of \$2,500.00.

- 3.2.4 *Debit card accounts will be established at the direction of the Department through electronic files transmitted via Secure File Transfer Protocol (SFTP) to the contractor (ATTACHMENT 1). Initial setup of this file and file structure shall be coordinated through the OFS financial system maintenance provider, Huber and Associates Inc., 1400 Edgewood Drive, Jefferson City MO. Any and all costs associated with the setup or revision of this file shall be the responsibility of the contractor. The Department may require the use of the secure FTP site administered by the State of Missouri.*

Compliance to Specifications: Yes.

JPay maintains an existing and longstanding interface with the Department's OFS provider to exchange offender data (name, ID, date of birth, housing location). Each day, JPay receives an offender data file from the OFS via File Transfer Protocol (FTP), as well as a daily file consisting of all card accounts established.

Working with the Department, JPay can enhance these connections by utilizing JPay's Secure FTP (SFTP) server. Files would then transfer using the Secure Shell (SSH) protocol, which provides a secure connection.

JPay can also work with the Department to enhance the interface so cards are loaded in real time (as opposed to daily lump sum batches) utilizing APIs and web services.

- 3.2.5 *The Department will make funds available through the OFS contracted bank on a daily basis to cover the issuance of all debit cards. The funds can be retrieved via EFT from the Debit Card Release Account Fund.*

Compliance to Specifications: Yes.

JPay can retrieve funds to cover the issuance of all debit cards via EFT.

- 3.2.6 *The contractor shall provide the Department with the ability to load, cancel, or change the amount of a debit card at any time during business hours prior to and following the issuance of the debit card via the contractor's integrated website, or by telephone via a toll-free number, or by email if the contractor's website is out of service.*

Compliance to Specifications: Yes.

Approved personnel can load, modify or void cards using JPay's Facility System. Department staff can also call JPay via our toll-free number 24/7 for a JPay team member to assist the Department in loading, modifying or voiding a card. Department staff can also email the JPay Help Desk for assistance with performing a card action.



Activate a Release Card

The Department's MagTek card swipe system is already integrated with JPay's Facility System to complete seamless activation of release debit cards. After logging onto the Facility System, Department staff can activate a card in a few simple steps, as demonstrated in the following screenshots.

The user selects "Release" tab from the top menu, then clicks on the menu item "Activate Card by RPID". The user then enters the offender ID, then clicks "Locate".

The screenshot shows the Jpay Facility System interface. At the top is a navigation bar with the Jpay logo and links for Admin, Monitor, Mail, IF, Intel, and Reports. Below this is a sidebar menu with the following items: Release Cards, Activate Card by RPID, Bank Report, Pending Cards, Release Card Operation, and Activation Failures. The main content area displays the 'Activate Card by RPID' form, which includes fields for RP ID and Inmate ID, and a 'Locate' button.

The facility name, officer name, offender name and date of birth (if included on the offender data file transmitted daily by OFS) will automatically populate. If it does not populate, the officer simply inputs the information. Once the user swipes the card through the MagTek reader, the RPID will automatically populate and the funding amount can be entered.

The screenshot shows the 'Step 1' form for activating a release card. The form contains the following fields and options:

- RPID: 330700
- Inmate ID: 1123498
- Facility: Missouri State Prison
- First Name: JOHN
- Last Name: MAYFIELD
- SSN: 123-45-6789
- Date of Birth: 08/12/1969
- Release Date: 12/31/2015
- Fund Amount: \$ 75.00
- Release Allowance: ☒ Yes ☐ No
- Release Allowance \$: .00
- Officer Name: Wayne Smith

At the bottom of the form are two buttons: 'Back' and 'Preview'.



A preview screen will be provided to the user before the card can be activated. The user will have the opportunity to edit the card's information or activate the card.

Step 2

RPID	330700
Inmate ID	1123496
First Name	JOHN
Last Name	MAYFIELD
SSN	123-45-6789
Date of Birth	08/12/1969
Inmate Location	Missouri State
Release Date	12/31/2015
Officer Name	Wayne Smith
Fund Amount	\$ 75.00
Gate Amount	\$ 5.00
Total Amount	\$ 80.00

YOU ARE ABOUT TO ACTIVATE AND/OR MODIFY THE AMOUNT PLACED ON A DEBIT CARD. IF YOU DO NOT SEE A CONFIRMATION SCREEN AFTER THIS STEP, PLEASE DO NOT ATTEMPT THE OPERATION AGAIN. CALL JPAY TO MAKE SURE THE TRANSACTION DID NOT GO THROUGH BEFORE MAKING ANOTHER ATTEMPT.

Back

Activate Card



Once the user clicks "Activate Card", a confirmation screen appears.

Step 3

RPID	330700
Inmate ID	1123496
First Name	JOHN
Last Name	MAYFIELD
SSN	123-45-6789
Date of Birth	08/12/1969
Inmate Location	Missouri State
Release Date	12/31/2015
Officer Name	Wayne Smith
Fund Amount	\$ 75.00
Gate Amount	\$ 5.00
Total Amount	\$ 80.00
Card Validation	This card is fully verified, but the pin is not yet set. For cash access, the cardholder must call the toll free number on the back of the card and set a pin. Cardholder can still make swipe based transactions even before a pin is set.

The card is activated and can be handed to the offender for immediate use.

Reload, Modify or Void a Release Card

Agency staff can reload additional funds (i.e. inmate pay, commissary credits) onto an activated card or modify/void the card in case of an error. Once "Release Card Operation" is selected, the user is prompted to choose either the RPID or Inmate ID from the drop down menu, enter the value into the text field and click "Load Data".

Jpay

Admin | Manage | Manage | Reports

Release Cards

Activate Card by RPID

Bank Report

Pending Cards

Release Card Operation

Activation Failures

Please enter the value and click load data

Choose

Inmate ID

RPID

Load Data



The user can now select from the following actions: "Reload", "Modify" or "Void". For example, after selecting "Reload" from the drop down menu, entering the amount and clicking "Reload Card", the funds are instantly available to the Cardholder.

The screenshot shows a mobile application interface for managing a debit card. It displays the following information:

- RPID:** 330700
- Inmate ID:** 1123496
- First Name:** JOHN
- Last Name:** MAYFIELD
- Date of Birth:** 08/12/1969
- Inmate Location:** Missouri State
- Fund Amount:** \$ 75.00
- Total Amount:** \$ 25.00

Below this information is a section titled "Select an Action" with a dropdown menu currently showing "Reload". Other options visible are "Modify" and "Void".

Below the dropdown is a field labeled "Add Amount" with the value "\$25.00" entered.

At the bottom of the form are two buttons: "Back" and "Reload Card".

Below the buttons, a text label reads: "Below is the action history made on this card." This is followed by a table showing the card's history.

Date	Action	User	Description	Amount
12/25/2013	Activation	admin_03	Pinset activation	\$75.00

3.2.7 The contractor shall not charge the Department any additional fees above and beyond the original purchase of the debit card.

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

3.2.8 No waiver, levy or encumbrance of levies may be placed upon the debit card except as authorized under State or Federal law.

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.



3.3 *Distribution of the Debit Card:*

3.3.1 *The contractor shall provide card stock to the Department that will allow the Department to issue debit cards to released offenders.*

- a. *If requested, the contractor shall provide an initial card stock supply of and up to 5,000 debit cards within thirty (30) days of notice of award.*
- b. *The Department's OFS office shall have the ability to order any amount of debit cards needed with no minimum limits imposed.*

Compliance to Specifications: Yes.

- a. JPay can provide any amount of initial and ongoing card inventory for the Department. Generally, JPay sends at least three months of inventory to each facility. JPay monitors inventory volume at each facility and an alert is triggered when a facility's inventory reaches a predetermined threshold.
- b. Department staff can order any amount of debit cards with no minimum limits imposed.

3.3.2 *The contractor shall only accept orders from the Department's OFS office.*

- a. *Debit cards shall be shipped directly to the designated institution(s) (ATTACHMENT 2) as directed by the OFS office.*
- b. *Debit cards must be shipped within two (2) weeks of placing the order.*
- c. *The contractor shall not ship any cards without receiving an authorized order from the Department's OFS office. If the contractor has a monitoring program with established re-order points, this program may be used to generate a reminder to the Department's OFS office but shall not trigger an automatic shipment*

Compliance to Specifications: Yes.

- a. Approved Department staff can request shipments by contacting their Help Desk Analyst or by submitting an online request via the Facility System. Cards are shipped directly to the requesting institution.
- b. Cards are generally shipped out within 2-3 business days. Should an emergency arise, JPay can also process orders the same day and cards will arrive at the facility the following business day.
- c. JPay monitors inventory volume at each facility and an alert is triggered when a facility's inventory reaches a predetermined threshold. JPay will use this alert to generate a reminder to the Department's OFS office. JPay will ensure that no automatic shipments occur, and will only ship reorders after approval from OFS.

3.3.3 *Activated debit cards shall be valid for a minimum of one (1) year so long as a balance remains in the account.*

Compliance to Specifications: Yes.

Release debit cards are valid through the expiration date listed on the front of the card, regardless of whether or not a balance remains in the account. The expiration date is generally 18 months following card issuance.



- 3.3.4 *The contractor is responsible for the preparation and distribution of any and all instruction materials sent to the released offender. The Department shall review and approve any and all accompanying materials prior to distribution of the debit cards. No advertisements or marketing materials may accompany the debit card unless approved by the Department.*

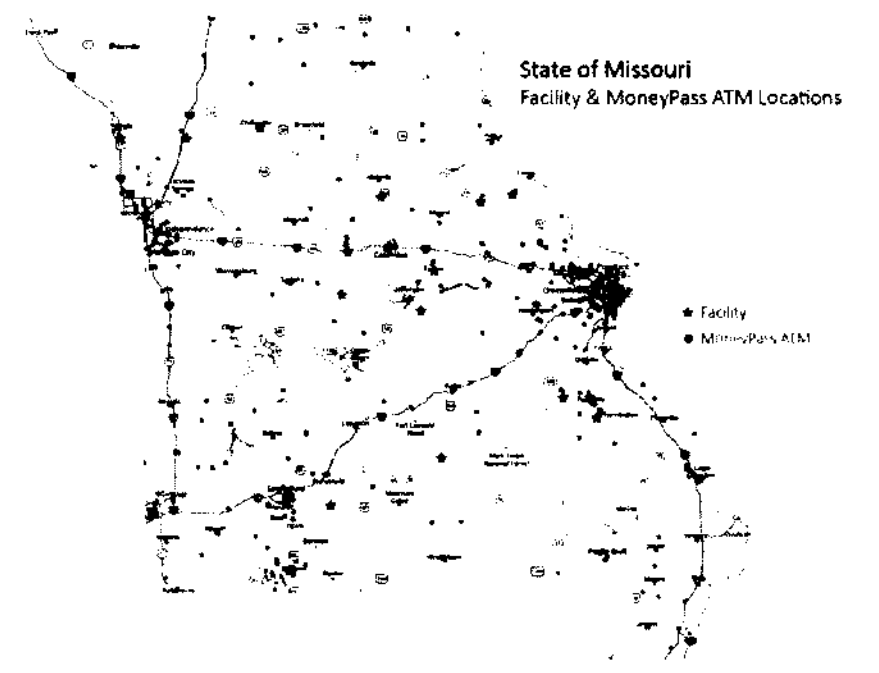
Compliance to Specifications: Yes.

JPay provides all instruction materials for the released offender at no cost to the Department. JPay will provide the card and all accompanying materials for the Department to review prior to launching the card program. JPay agrees to not include any marketing materials with the card unless approved by the Department.

- 3.3.5 *The contractor should provide the Department and the released offender with a map or schematic of all ATMs and branch locations for the issuing financial institution and associated networks within the State of Missouri.*

Compliance to Specifications: Yes.

The release debit card is accepted anywhere MasterCard is accepted. MasterCard operates the Cirrus network which includes over 2,000,000 ATM locations throughout the world, including 865 within the State of Missouri. The following map shows all of these locations, as well as their proximity to each Department facility.



JPay can also provide the Department and released offender with a map or listing of all branch locations associated with the surcharge-free MoneyPass ATM network within the State of Missouri



- 3.3.6 *The contractor shall notify the released offender of all policies and procedures related to the use of the debit card at the time the debit card is issued to the released offender.*

Compliance to Specifications: Yes.

The envelope containing the card includes the Terms & Conditions relating to use of the card.

- 3.3.7 *The contractor must comply with Federal Regulation E, including those provisions of the regulation that apply specifically to government programs compliance, and all other federal and NACHA rules and regulations.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

- 3.3.8 *Accounts established shall be FDIC insured. No FDIC fees or assessments shall be passed on to the Department or the released offender.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

3.4 *Use of the Debit Card:*

- 3.4.1 *The card shall operate as a debit card. The card shall not offer a line of credit.*

Compliance to Specifications: Yes.

JPay's release card operates as a debit card and does not offer a line of credit.

- 3.4.2 *The debit cards may be initially issued as non-reloadable; however, upon request of the released offender, the contractor's services shall have the ability to convert the debit card to a personal re-loadable debit card.*

- a. *Debit cards shall be shipped directly to the designated institution(s) (ATTACHMENT 2) as directed by the OFS office.*

Compliance to Specifications: Yes.

Cardholders can upgrade their release card to a personalized card by contacting JPay's toll-free customer service center. Upon verification and approval, JPay will issue the released offender a new, personalized card with all of the advantages of the non-personalized card and more. Once the released offender receives the personalized card and activates the card, the funds from the non-reloadable card are automatically transferred to the personalized card and ready for immediate use. At the same time, the non-reloadable card is voided. JPay will include clear instructions with each card on how to convert it to a personal reloadable debit card.

- a. JPay will ship cards directly to each designated institution as directed by the OFS office.



- 3.4.3 *The contractor shall require security authentication before a released offender can access account information. Such authentication must be acceptable to the Department.*

Compliance to Specifications: Yes.

When the Department issues a card to an offender, the offender's personal information is assigned to the card. This information includes the offender's full name, ID, date of birth and release date. In order to access their account information, JPay verifies the Cardholder's identity. JPay will make sure the Department approves of the authentication process.

- 3.4.4 *The contractor shall provide access to funds immediately upon debit card activation.*

Compliance to Specifications: Yes.

Once the Department activates the card, the released offender has immediate access to the funds on the card. Without setting up a Personal Identification Number (PIN), the released offender can immediately make a purchase by swiping the card. To make a PIN-based purchase or withdraw funds from an ATM, the Cardholder simply calls the toll-free number on the back of the card to securely set up their unique PIN.

- 3.4.5 *The contractor shall provide the Department with on-line access of debit card and released offender information to determine real-time whether cards have been activated.*

Compliance to Specifications: Yes.

The Department will continue to use the Facility System to access released offender information and determine real-time whether cards have been activated.

- 3.4.6 *The debit card must be fully compliant with all federal laws and regulations and meet all industry standards including, but not limited to, ANSI X4.13, "American National Standard for Financial Services - Financial Transaction Cards" and ANSI X4.16, "American National Standard for Financial Services - Financial Transaction Cards - Magnetic Stripe Encoding", for use in ATM and POS terminals so that released offenders can have broad access to their funds.*

Compliance to Specifications: Yes.

JPAY understands and agrees to comply with this requirement.

- 3.4.7 *The contractor shall offer ATM access and shall identify the locations of ATMs where services are available and how released offenders may locate an ATM or branch location via a toll-free customer service telephone number and/or a website.*

Compliance to Specifications: Yes.

JPAY's card program is part of the MoneyPass network. This gives released offenders access to thousands of surcharge-free ATMs across the country. Missouri has 865 surcharge-free ATMs with 22,430 more located throughout the United States. Released offenders can go to the MoneyPass website or download the app to easily locate the closest ATM.



- 3.4.8 *The Department shall not be liable for any transaction that exceeds available funds. The Department shall not be liable for overdrafts or any other costs or liabilities incurred by the contractor due to the actions of the released offenders.*

Compliance to Specifications: Yes.

The Department will never be liable for any release card transactions, overdrafts or liabilities associated with JPay's release debit cards.

- 3.4.9 *The contractor shall ensure that released offenders are provided with any and all protections available to them resulting from fraud and stolen or lost cards. When a released offender's debit card has been designated as lost or stolen, the contractor must ensure that the funds are not available from the lost or stolen debit card.*

Compliance to Specifications: Yes.

Once offenders report their card as lost or stolen, the card is immediately suspended from use and a replacement card is issued.

3.5 **Released Offender Costs and Fees:**

- 3.5.1 *The contractor shall provide its list of fees as EXHIBIT G, Contractor's Notice of Fees. The contractor may not charge any cost or fees to released offenders which are not included in EXHIBIT G, Contractor's Notice of Fees. In addition, the contractor shall provide the released offender with this notice at the time the debit card is issued to the released offender.*
- a. *The Contractor's Notice of Fees shall be structured in a manner to easily distinguish between the fees charged on the Department issued non-reloadable card from the fees charged on a card converted to a personal reloadable card.*
 - b. *All fees shall remain the same throughout the contract period and each renewal period.*

Compliance to Specifications: Yes.

Please see Exhibit G for a complete listing of fees associated with JPay's release debit card.

- 3.5.2 *At minimum, the contractor shall provide the cardholder an initial five (5) free cash withdrawal or Point of Sale (POS) transactions on the non-reloadable debit card. The free transactions shall be any combination of POS signature or POS PIN purchases; cash withdrawals at any bank or credit union that displays the MasterCard or Visa logo (as indicated by the contractor's card program); or ATM cash withdrawals or balance inquiries.*
- a. *An ATM denial shall not be counted as one of the five (5) initial free transactions. The contractor shall not charge an ATM denial fee for an incorrect PIN number. The contractor may charge an ATM denial fee for an attempted overdraft.*
 - b. *The contractor shall not be responsible for any fees imposed by the transacting bank or credit union.*

Compliance to Specifications: Yes.

JPAY understands and agrees to comply with this requirement.



- 3.5.3 *At minimum, the contractor shall allow one (1) free setup of a personal identification number (PIN) via the Internet or IVR services twenty-four (24) hours a day, seven days a week.*

Compliance to Specifications: Yes.

JPay never charges Cardholders for the initial setup of a PIN or any subsequent change to a PIN.

- 3.5.4 *The contractor shall not charge weekly or monthly fees.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

- 3.5.5 *The contractor may not assess an account maintenance fee on the underlying card account. However, an inactivity fee of a minimal amount may be charged on an activated account so long as this fee is included in EXHIBIT G, Contractor's Notice of Fees.*

- a. *The inactivity fee shall not cause a negative balance on the account.*

Compliance to Specifications: Yes.

Please see Exhibit G for a complete listing of fees associated with JPay's release debit card.

- a. *The inactivity fee will not cause a negative balance on the account.*

- 3.5.6 *If the cardholder converts his/her card to a personal reloadable card, the fee restrictions stated in this section are waived. Any remaining free transactions expire and the contractor may charge the fees stated on Exhibit G, Contractor's Notice of Fees pertaining to personal reloadable cards.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

- 3.6 **Debit Card Reports:**

- 3.6.1 *The contractor shall provide the Department with an online daily report of account numbers of debit cards activated and related data for rejected files. There should be separate sections for account numbers, and rejected files and each section must clearly indicate the reason for any rejections.*

Compliance to Specifications: Yes.

All reports are accessed on the Facility System. JPay provides a daily report of all activated debit cards as well as a report called "File-Based Activation Failures" which details the reason for any rejections. The failure report was custom-designed for the Department.



JPay's Help Desk Analysts monitor this report and correct any errors in order to immediately re-issue rejected cards on a daily basis.

File Based Activation Failures

Page 1 of 1

RP ID	INMATE	NAME	DOB	ISSUED	AMOUNT	DATE	STATUS	
103844	3231	112088	JONES	AMOTFIELD	10181882	379.00	09/19/2014	Activate

Click to delete selected release cards

Please specify the number of results you want to view on this page 30

- 3.6.2 The contractor shall provide an online detailed monthly report to the Department for the preceding month's activities, including the total number of debit cards activated, the number of debit cards converted to personal reloadable cards, and the daily count and amounts of deposits made to released offender accounts by the Department.

Compliance to Specifications: Yes.

JPay provides multiple reports for Department staff to reconcile and account for every dollar added to or subtracted from a card. Reports can be viewed for any date range and for selected facilities or statewide. Authorized staff can click on any report to see the details of activated, voided, reloaded and modified cards. All reports can be exported to Excel for additional analysis. Each report contains the following information:

- RP-ID number
- Inmate name and ID
- Inmate DOB
- Date the card was issued
- Username of staff member who issued card
- Amount that was initially transferred to the card
- Amount that was added/subtracted to the card

Bank Report

From

To

Facility

Report	# Cards	Total Amount
Activation Report	13797	1,260,378.88
Void Report	338	-27,297.56
Reload Report	1107	351,004.76
Modification - Addition Report	1090	35,686.79
Modification - Subtract Funds Report	129	-4,120.09
Banking Total		\$ 1,615,652.88



- 3.6.3 *The contractor shall provide online summary data reports to assist the Department in monitoring the debit card program. Such summary data shall include, card usage statistics, card account balances (reported in dollar ranges), inactivity data, and other items as requested.*

Compliance to Specifications: Yes.

JPay can provide summary data reports that will include data such as card usage statistics, card account balances, inactivity data and other items as requested by the Department.

- 3.6.4 *On a monthly basis, the contractor shall provide a reconciliation process and online reporting that includes confirmation of the amounts loaded to card accounts, provide details on any reject items, confirmation of any transactions canceled by the Department, and confirmation of other amounts returned to the Department under the terms of this contract.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

- 3.6.5 *The contractor shall provide hard copy reports at the request of the Department.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

3.7 **Customer Service:**

- 3.7.1 *The contractor shall provide customer service to all released offenders, regardless of the released offender's location, including web portal and access to an Interactive Voice Response (IVR) available via a toll-free telephone number for balance inquiry and other account information.*

Compliance to Specifications: Yes.

JPay's Customer Service Department never closes and is an integral part of our service offering – we believe that every customer, regardless of their circumstance, should be treated with respect and care. Cardholders have the option of speaking to a live representative in English, Spanish, Portuguese, French or Creole. In addition, an IVR and web portal is available for balance inquiry and other account information.

- 3.7.2 *The contractor shall provide a customer support package that complies with the Americans with Disabilities Act.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.



- 3.7.3 *The contractor shall provide the Department with a toll-free, direct telephone line that the Department's staff may use to transfer a released offender from the Department's line to the contractor's customer service center.*

Compliance to Specifications: Yes.

Department staff can call JPay via our toll-free number 24/7 for a JPay team member to assist the Department and/or released offender.

- 3.7.4 *The contractor shall transfer released offender questions or complaints under the Department's jurisdiction from the contractor's customer call center to the Department's OFS office in a seamless, customer-oriented fashion.*

Compliance to Specifications: Yes.

JPAY is committed to removing the burden placed on Department staff when responding to released offender concerns. However, in the unlikely event that facility involvement is needed, JPay's representative will transfer the call to the Department in a seamless, customer-oriented fashion.

- 3.7.5 *The contractor shall convey event specific messages (e.g. bank holidays, service changes, or weather emergencies) that have an impact on customer access to the contractor's system(s); the contractor's ability to provide uninterrupted service through the contractor's secure website, IVR system, and CSRs; or any service outages that impact card usage at the point of sale, at ATMs, or at other methods of access. The contractor shall notify the Department within two hours of the occurrence of any of these events.*

Compliance to Specifications: Yes.

Please note, JPay's Customer Service Center remains open on holidays and we have provisions for an alternate site in order to provide uninterrupted service during emergencies.

- 3.7.6 *The contractor shall monitor all forms of contact to ensure quality customer service. All customer complaints must be addressed immediately, and at the latest, within twenty-four (24) hours.*

Compliance to Specifications: Yes.

Understanding the importance of released offenders having immediate access to their funds is what sets our customer service and support apart. Our in-house quality control and training allows us to continuously monitor calls to ensure prompt issue resolution, minimal hold times, excellent customer/agent interaction and caller satisfaction. Our support teams specialize in key aspects of the business, including business support, resource planning, trending, implementation and customer email.

In addition, JPay is accredited by the Better Business Bureau and is proud to be the only company in corrections with an "A+" rating due to our expedient and fair resolution of customer concerns.



- 3.7.7 *The contractor shall handle each type of contact from released offenders, including call escalation procedures, issue resolution, call closures, and provide information and reports to the Department to enable the Department to monitor these customer service activities.*

Compliance to Specifications: Yes.

JPay has detailed call reports to ensure issue resolution and caller satisfaction. JPay can share these call reports with the Department in order to monitor our customer service activities.

- 3.7.8 *The contractor shall support a surge in contact volumes due to increased released offender activity.*

Compliance to Specifications: Yes.

JPay support teams specialize in key aspects of the business, including business support, resource planning and trending which allows us to be prepared for a surge in call volumes. Analysis of customer calling patterns ensures optimal staffing levels, and in case of an unexpected spike in call volume, JPay uses cloud-based IVR technology to provide customers with self-service options when attempting to make credit card transactions.

- 3.7.9 *The contractor shall ensure that no call is transferred to voice mail or automatically disconnected from the queue.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

- 3.7.10 *The contractor shall provide a secure website for released offenders to view and print account balances and the financial transactions detail posted to the account.*

Compliance to Specifications: Yes.

Cardholders access <https://releasecards.jpay.com> in order to review their release debit card's transaction history and account balance.

- 3.7.11 *The contractor shall communicate any errors and/or changes in policy or procedures to the Department and released offenders. No changes in policy can violate the terms and conditions of this IFB or resulting contract.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.



- 3.7.12 *The contractor shall reimburse released offenders for bank-related expenses/fees for failure to deposit funds to a released offender's account as directed by the Department.*

Compliance to Specifications: Yes.

JPay guarantees all funds loaded to release debit cards.

3.8 **Data Management and Security:**

- 3.8.1 *The contractor shall provide a procedure for using an industry standard electronically secure data connection that allows the Department to transmit account information on a daily basis. The contractor shall develop an interface and be able to accept the Department's electronic files via FTP (File Transfer Protocol). The contractor must obtain approval from the Department for all file formats. All electronic files contain sensitive information and must be encrypted as directed by the Department and the Information Technology Division Applications Manager.*

Compliance to Specifications: Yes.

JPay maintains an existing and longstanding interface with the Department's OFS provider to exchange offender data (name, ID, date of birth, housing location). Each day, JPay receives an offender data file from the OFS via File Transfer Protocol (FTP), as well as a daily file consisting of all card accounts established.

Working with the Department, JPay can enhance these connections by utilizing JPay's Secure FTP (SFTP) server. Files would then transfer using the Secure Shell (SSH) protocol, which provides a secure connection.

JPay can also work with the Department to enhance the interface so cards are loaded in real time (as opposed to daily lump sum batches) utilizing APIs and web services.

- 3.8.2 *Data files shall be submitted to the contractor on a daily basis at 3:00 p.m. CST. Data shall include the card number, released offender name, amount loaded to card, and released offender date of birth. The contractor shall complete loading of the debit cards by 9:30 a.m. CST the following day.*

Compliance to Specifications: Yes.

Upon receipt of the file, the cards are automatically activated and the funds are loaded onto the cards. Released offenders have immediate access to the funds.

- 3.8.3 *The contractor shall provide electronically to the Department in file format(s) as specified by the Department the following media:*

- a. *debit card number and released offender's first and last name and amount loaded to the card; and*
- b. *debit card numbers and released offender's first and last name of any debit card that failed to load after the transfer of data from the Department.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.



- 3.8.4 *The contractor shall provide a secure web presence, and upon award, the Department will provide a list of authorized Department staff to be granted access to the system. The system shall have a secure sign-in process.*

Compliance to Specifications: Yes.

Department staff members use the Facility System to administer release cards. Each user has a unique login and password, and different levels of access are granted based on the staff member's responsibilities.

- 3.8.5 *All reports, systems, on-line features, procedures, etc., provided by the contractor as required herein shall be subject to final approval by the Department's Offender Financial Officer or designee. The contractor shall incorporate all changes requested by the Offender Financial Officer or designee at no additional charge if the changes are required to meet the contract specifications.*

Compliance to Specifications: Yes.

JPAY understands and agrees to comply with this requirement.

- 3.8.6 *The contractor shall be responsible for safeguarding all stored data; particularly files that contain released offender information, so as to be compliant with all state and federal laws and regulations, and individual card brand requirements. The contractor must be compliant with Payment Card Industry Data Security Standards (PCI DSS) and must be able to show proof of such certification in accordance with its policies, standards and guidelines.*

Compliance to Specifications: Yes.

JPAY's release card program is entirely compliant with money transmission laws and PCI DSS.

- 3.8.7 *The contractor must provide written notice to the Department's Offender Finance Officer as soon as possible, and no later than one (1) business day, following the reasonable belief of any unauthorized access or breach of confidential information provided to the contractor under the contract. The contractor's written notice shall include, at minimum:*
- a. *the nature of the unauthorized use or disclosure; and*
 - b. *the specific confidential information involved;*

The contractor must similarly provide the following additional information as it becomes available:

- c. *who gained unauthorized access to the confidential information;*
- d. *what steps the contractor has taken or will take to mitigate any negative effect of the unauthorized use or disclosure; and*
- e. *what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure.*

Compliance to Specifications: Yes.

JPAY understands and agrees to comply with this requirement.



- 3.8.8 *The contractor must comply with Section 407.1500 RSMo, and/or any other applicable state or federal law, regarding providing notice to consumers of a breach of personal information. Any notifications provided under this section, or otherwise, must be made in consultation with the Department's Offender Finance Officer. All costs associated with a security breach as a result of the contractor's failure to comply with the terms of this contract, including any notification, will be the full responsibility of the contractor. Any costs incurred by the Department directly resulting from a breach of security on the part of the contractor under the contract must be reimbursed by the contractor. The contractor will indemnify and hold the Department harmless from any and all claims, damages, and liability arising as a result of a security breach due to the contractor's failure to comply with the terms of this contract, including the contractor's failure to comply with Section 407.1500 RSMo and/or any other applicable state or federal law regarding providing notice to consumers of a breach of personal information.*

Compliance to Specifications: Yes.

JPAY understands and agrees to comply with this requirement.

3.9 **Additional Service Requirements:**

- 3.9.1 *At the request of the Department, the contractor shall meet with representatives during the implementation of the contract. These meetings will occur in Jefferson City, Missouri or via telecommunication.*
- a. *The contractor shall provide toll-free telecommunication access to the Department. Such access may be in the form of a dedicated telephone line or in-bound toll-free number.*

Compliance to Specifications: Yes.

JPAY understands and agrees to comply with this requirement.

- 3.9.2 *The contractor shall meet with the Department on as needed basis after the contractor has fully implemented services. Meetings will generally be conducted via telecommunication.*

Compliance to Specifications: Yes.

JPAY understands and agrees to comply with this requirement.

- 3.9.3 *At the request of the Department, the contractor shall attend meetings in Jefferson City, Missouri. Expenses incurred by the contractor or the contractor's personnel to attend such meetings shall be the responsibility of the contractor.*

Compliance to Specifications: Yes.

JPAY understands and agrees to comply with this requirement.

- 3.9.4 *The contractor shall monitor the quality of service provided to the Department and recipients of debit cards issued under this contract and shall promptly correct any deficiencies noted by the Department or the contractor's staff with relation to the services provided.*

Compliance to Specifications: Yes.

JPAY understands and agrees to comply with this requirement.



- 3.9.5 *The contractor shall maintain complete confidentiality of all data and all records relating to services performed under the contract. No data, list, report, or other materials received or generated under the contract may be disclosed or transferred by the contractor to any other person or entity. Specifically, the contractor affirms that it shall abide by all applicable state and federal laws, rules and regulations regarding the confidentiality of such information, including, but not limited to 26 USC 7213 and Section 32.057 RSMo. The contractor shall take any and all steps necessary, in the discretion of the Department, to ensure that its employees, subcontractors, and/or any other persons under the contractor's control with access to such information: (1) are aware of and abide by such laws, rules and regulations regarding the confidentiality of such information, and (2) are aware of the potential for criminal prosecution for failing to abide by such laws, rules and regulations.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

3.10 *Transfer of Funds to the Department:*

- 3.10.1 *The contractor shall promptly transfer to the Department via EFT through the OFS contracted bank any funds removed from card accounts at the instruction of the Department.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

3.11 *Substitution of Product:*

- 3.11.1 *Following award of the contract, no substitution of the awarded debit card will be permitted.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.

3.12 *Replacement of Damaged/Defective Product:*

- 3.12.1 *The contractor shall be responsible for replacing any debit card received that is defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective items to the contractor for replacement.*

Compliance to Specifications: Yes.

JPay understands and agrees to comply with this requirement.



C.2 Installation and Implementation Plan

The bidder should provide a proposed implementation plan to describe the proposed schedule for the implementation of the required services beginning from the effective date of the contract to the day services are fully operational. In the event of overlapping or concurrent tasks, a graphic chart (PERT, bar, line, etc.) may be used.

One of the many benefits the Department gains by contracting JPay again for release debit service is that no additional installation or implementation is needed as JPay's program is already in place and can continue seamlessly. Any requested changes to the program can easily be accommodated and should not interrupt the release card service.

C.3 The bidder should describe the Missouri economic advantages that will be realized as a result of the bidder performing the required services. The bidder should respond to the following:

- a. *description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products;*
- b. *description of the economic impact returned to the State of Missouri through tax revenue obligations; and*
- c. *description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.*

The most direct economic benefit of JPay's release card program is increased efficiency for the Department of Corrections. By automating time-consuming manual tasks related to the disbursement process, the release card program allows agency staff to focus on security and rehabilitation, a benefit for all Missourians.

More broadly, as a MasterCard-branded card, the JPay release card makes it easier for released offenders to spend the funds remaining in their accounts. MasterCard is accepted at several hundred thousand locations in Missouri; released offenders can immediately make purchases at these locations, contributing to local economies. Under a traditional disbursement system, a portion of those monies would flow to check cashing fees.

The release card also offers benefits to released offenders which can increase their chances of becoming economically productive citizens. Owning a release card encourages money management skills which is essential for navigating post-release life and successful reentry into the Missouri civilian population.

EXHIBIT D**Miscellaneous Information****Outside United States**

If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page.

In providing a response, the bidder should review Executive Order 04-09 located at: http://oa.mo.gov/purch/vendorinfo/eo04_09.pdf and provide adequate explanation of any offshore (outside the United States) product/service provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes	_____	No	<u>X</u>
Describe and provide details:				

Employee/Conflict of Interest:

Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	N/A
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	N/A
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	0 %

Contact Information

If different from the information provided on the front page of the IFB, the bidder should provide all necessary contact information including the IFB Coordinator and Contract Coordinator if awarded a contract, etc.

IFB COORDINATOR CONTACT INFORMATION	
<i>i.e. person to be contacted for questions and other coordination activities regarding the bidder's bid</i>	
NAME:	Errol Feldman
JOB TITLE:	Chief Administrative Officer
PHONE:	(954) 862-6903
FAX #:	(305) 675-0693
EMAIL:	efeldman@jpay.com

EXHIBIT E**Domestic Products Procurement Act (Buy American) Preference**

In accordance with sections 34.350-34.359 RSMo, the bidder is instructed to provide information regarding the point of manufacture for each of the products being bid so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The bidder may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exists:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

(Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; **OR**

(Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; **OR**

(Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

The bidder is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (Eligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.

☒
TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DO NOT QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

☐
TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS BID FALL INTO THE PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is bid, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are **not** manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359 RSMo, complete **Table 5**.
- For those line items which are **not** manufactured or produced in the U.S., but for which there is **only one** U.S. Manufacturer of that product or line of products, complete **Table 6**.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

List item numbers of products bid that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.

List U.S. city and state where products bid are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

EXHIBIT E (continued)
Domestic Products Procurement Act (Buy American) Preference

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)

List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.

List country where product bid is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.

Identify country where proposed foreign-made product is manufactured or produced.

Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.

Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.

NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.

Identify country where proposed foreign-made product is manufactured or produced.

Identify sole US manufacturer name.

Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The bidder is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE

COMPANY NAME

JPay Inc.

Alternate Bid #1

IFB OF14708250

EXHIBIT G **Contractor's Notice of Fees**

(The contractor shall provide a list with a description and amount of all debit card fees that may be charged to the released offenders)

If JPay is exclusively awarded this contract we will provide our release debit card program at no cost to the state and at no cost to the cardholder.

Transaction Type	Fee
Issuance	Free
Activation	Free
PIN POS Purchase	Free
POS Signature	Free
Cash back at POS	Free
ATM Withdrawal *	Free
ATM Balance Inquiry	Free
Online Statement/Inquiry	Free
Monthly Account Maintenance	Free
Inactivity Fee	Free
Replacement Card	Free
Cancellation Fee**	Free
Transaction Decline	Free
International Transaction	Free
Automated Customer Service	Free
Live Customer Service	Free

* ATM owner may assess additional fees. Use a MoneyPass ATM to avoid any additional surcharge.

** Cardholder receives balance via check or money order.

Alternate Bid #2

IFB OF14708250

EXHIBIT G **Contractor's Notice of Fees**

(The contractor shall provide a list with a description and amount of all debit card fees that may be charged to the released offenders)

Transaction Type	Fee
Issuance	Free
Activation	Free
PIN POS Purchase	Free
POS Signature	Free
Cash back at POS	Free
ATM Withdrawal *	Free
ATM Balance Inquiry	\$1.50
Online Statement/Inquiry	Free
Monthly Account Maintenance	Free
Inactivity Fee**	\$2.99
Replacement Card	\$5.00
Cancellation Fee***	\$9.95
Transaction Decline	\$1.95
International Transaction	\$3.95
Automated Customer Service	Free
Live Customer Service	Free

* ATM owner may assess additional fees. Use a MoneyPass ATM to avoid any additional surcharge.

** Fee charged monthly after sixty (60) days of inactivity.

*** Cardholder receives balance via check or money order.

JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING

 Online Help

Gen. Business - For Profit Details as of 2/11/2015

*Required Field

Fees & Forms

FAQ

Corporations Home

Business Outreach Office

UCC Filings

Corporation Filings

SOS Home

Contact Us

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

To file a registration report, click the FILE REGISTRATION REPORT button.

To order copies or certificates, click the COPIES/CERTIFICATES button.

RETURN TO
SEARCH RESULTSSelect filing from the list.
Filing Type Amended Articles Accepting Professional CorpFILE
ONLINEORDER COPIES/
CERTIFICATES

General Information Filings Address Contact(s)

Name(s) JPAY INC.

Address 12884 Biscayne Boulevard, Ste 243
Miami, FL 33181

Type Gen. Business - For Profit

Charter No. F01187661

Domesticity Foreign

Home State DE

Registered Agent BUSINESS FILINGS INTERNATIONAL, INC.
129 South Central Avenue, Suite 400
Clayton, MO 63105

Status Good Standing

Date Formed 7/20/2011

Duration Perpetual

Report Due 10/31/2015

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.

Stoll, Gary

From: Errol Feldman <efeldman@JPay.com>
Sent: Friday, November 07, 2014 3:39 PM
To: Stoll, Gary
Subject: RE: IFB OF15708018 Clarification
Attachments: MO Release Card Clarification.pdf

Mr. Stoll,

Attached please find our response. We appreciate the opportunity to participate in this solicitation.

We look forward to hearing from you.

Thanks,

Errol Feldman
JPay | Chief Administrative Officer
O: 954-862-6903 | M: 917-202-7529
efeldman@jpay.com

From: Stoll, Gary [<mailto:Gary.Stoll@doc.mo.gov>]
Sent: Friday, October 31, 2014 9:52 AM
To: Errol Feldman
Subject: IFB OF15708018 Clarification

The Missouri Department of Corrections is requesting the following clarifications to JPay's response to IFB OF15708018. This is a request for clarification of information already submitted. NO NEW INFORMATION MAY BE SUBMITTED. Any new information submitted will not be considered in the evaluation.

Section 3.2.4

JPay concluded its response to section 3.2.4 by saying that JPay can also work with the Department to enhance the interface so that cards are loaded in real time (as opposed to lump sum batches.) Please define real time.

Section 3.3.3

Section 3.3.3 requires that activated cards be valid for a minimum of one (1) year so long as a balance remains. JPay's response states that the cards are valid through the date listed on the front of the card, and this is generally 18 months following card issuance. Please clarify, is card issuance the date the card is printed, the date the card is delivered to the Department or the date the card is activated?

Section 3.4.2

Section 3.4.2 requires the contractor's services to have the ability to convert the debit card to a personal re-loadable debit card. JPay's response states that cardholders can upgrade their release card to a personalized card by contacting JPay's toll-free customer service center. JPay's response also states that upon verification and approval, JPay will issue a new personalized card. Please confirm that the personalized card is a personalized *re-loadable* card. Also please define approval.

Please respond no later than Friday, November 7, 2014. Feel free to email me with any questions.

Gary Stoll, CPPB

Purchasing Manager

Missouri Department of Corrections

(573)-526-6402



November 7, 2014

Sent Via Email

Mr. Gary Stoll
Missouri Department of Corrections
Purchasing Section
2729 Plaza Drive, PO Box 236
Jefferson City, MO 65109

Re: Clarification on OF15708018 for Loadable Debit Cards for Released Offenders

Dear Mr. Stoll,

JPay is pleased to submit our response to the Missouri Department of Corrections' request for clarification on IFB OF1570818.

If you have any questions, please do not hesitate to contact me. We look forward to hearing from you.

Sincerely,

Errol Feldman
Chief Administrative Officer
Phone: (954) 862-6903
Email: efeldman@jpays.com



- 1) Section 3.2.4: JPay concluded its response to section 3.2.4 by saying that JPay can also work with the Department to enhance the interface so that cards are loaded in real time (as opposed to lump sum batches.) Please define real time.

Real time means that cards can be activated from JPay's online interface, the Facility System, and the cards are active as soon as a staff member clicks activate on the system.

- 2) Section 3.3.3: Section 3.3.3 requires that activated cards be valid for a minimum of one (1) year so long as a balance remains. JPay's response states that the cards are valid through the date listed on the front of the card, and this is generally 18 months following card issuance. Please clarify, is card issuance the date the card is printed, the date the card is delivered to the Department or the date the card is activated?

JPay confirms that the cards are valid for a minimum of one year so long as a balance remains. To clarify, card issuance is the date the card is activated, and the expiration date on the card is three (3) years after the date the card is printed. Therefore, the cards are active well beyond the one year minimum regardless of whether a balance remains.

- 3) Section 3.4.2: Section 3.4.2 requires the contractor's services to have the ability to convert the debit card to a personal re-loadable debit card. JPay's response states that cardholders can upgrade their release card to a personalized card by contacting JPay's toll-free customer service center. JPay's response also states that upon verification and approval, JPay will issue a new personalized card. Please confirm that the personalized card is a personalized *re-loadable* card. Also please define approval.

JPay confirms that the personalized card is a re-loadable card. Cardholders can reload the card via Western Union. Approval means that the cardholder's identity has been verified-- the cardholder's name, date of birth and social security number are checked and confirmed instantly via a third party identity verification solution. Upon verification, JPay upgrades the cardholder's account and sends a personalized card to the cardholder.