

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

CONTRACT RENEWAL

TO: JPMORGAN CHASE BANK, N.A.	ORIGINAL DATE ISSUED:	<u>1/18/2018</u>
10.DEARBORN, 6 <sup>TH</sup> FLOOR, IL1-0286	CONTRACT NO:	<u>17-028-R</u>
CHICAGO, IL 60603 -2300	CONTRACT TITLE:	<u>PURCHASING CARD SERVICES</u>

**THIS IS A NOTICE OF RENEWAL AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. **17-028-R** including any attachments or amendments thereto. Contract Rider to County of Fairfax Contract No. 4400007090.

**EFFECTIVE DATE:** AUGUST 15, 2022

**EXPIRES:** AUGUST 14, 2024

**RENEWALS:** ONE (1) 2 (TWO) YEAR RENEWALS REMAINING

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

VENDOR CONTACT: KATHLEEN BOWE

EMAIL ADDRESS: [KATHLEEN.L.BOWE@JPMORGAN.COM](mailto:KATHLEEN.L.BOWE@JPMORGAN.COM)

COUNTY CONTACT: RAHUL BHALLA (DMF)

COUNTY TEL. NO.:

(703) 228-3427

COUNTY CONTACT EMAIL: [RBHALLA@ARLINGTONVA.US](mailto:RBHALLA@ARLINGTONVA.US)

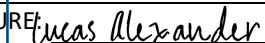
**CONTRACT AUTHORIZATION**

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

JP MORGAN CHASE BANK, N.A.

PRINT: Lucas Alexander

PRINT: Kathleen Bowe

SIGNATURE: 

SIGNATURE: 

TITLE: Procurement Officer

TITLE: Authorized Officer

DATE: 3/15/2023

DATE: 3/15/2023



# County of Fairfax, Virginia

## AMENDMENT

July 18, 2022

### AMENDMENT NO. 5

CONTRACT TITLE: Procurement Card Services

CONTRACTOR  
JPMorgan Chase Bank, N.A.  
10 S. Dearborn, 6<sup>th</sup> FL  
Mail Code IL 1-0286  
Chicago, IL 60603-2300

SUPPLIER CODE  
1000011438

CONTRACT NO.  
4400007090

By mutual agreement, Contract 4400007090 is amended as follows:

- 1) To renewed for two years effective August 15, 2022, through August 14, 2024. This is the second of three (3) renewal options.
- 2) To incorporate the attached Sixth Amendment to the Master Commercial Card Agreement.
- 3) Contractor shall submit updated certificate of insurance in accordance with Section 15, CONTRACT INSURANCE PROVISIONS, of the contract within ten (10) days after receipt of this executed amendment.

All other prices, terms and conditions remain the same.

ACCEPTANCE:

BY: _____	<p>DocuSigned by: <i>Vincent Saia</i> D91B37976D9149B...</p> <p>(Signature)</p>	<p>Vice President</p> <p>_____ (Title)</p>
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vincent saia

7/14/2022

<p>DocuSigned by: (Printed) <i>Lee Ann Pender</i> E239B762E600465...</p> <p>_____ (Signature)</p>	<p>2022 July 15   16:31:05 EDT</p> <p>_____ (Date)</p>
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Lee Ann Pender  
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e  
DPMM – Ron Shoram/e  
Contract Analyst II – Lawrence Costanzo  
– Phil Chau/e

Contractor: [patricia.b.atkins@jpmchase.com](mailto:patricia.b.atkins@jpmchase.com)  
DPMM – Vicki Wilkerson/e  
DPMM – Supplier Diversity – Chris McGough/e  
FCPS – Matt Gossage/e

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 4400007090  
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**SIXTH AMENDMENT TO  
 MASTER COMMERCIAL CARD AGREEMENT**

THIS SIXTH AMENDMENT (the “**Amendment**”) to Master Commercial Card Agreement (as amended, supplemented, restated, or replaced from time to time, the “**Agreement**”) dated as of July 8, 2016 between JPMorgan Chase Bank, N.A. or one or more of its Affiliates (“**Bank**”) and County of Fairfax, Virginia (“**Client**”) is made as of \_\_\_\_\_, 2022 (the “**Execution Date**”) and is effective as of January 1, 2022 (the “**Effective Date**”).

In consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, Bank and Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Acknowledgment.** The Parties hereto acknowledge and agree that the term of the Agreement shall be renewed for **two (2) years** from August 15, 2022, and will expire August 14, 2024. This is the second of three (3) renewal options.
3. **Amendment.** The “Volume Rebate Grid” under Section 3.A. of Exhibit 1 to the Master Terms is hereby deleted in its entirety and replaced with the “Volume Rebate Grid” provided on Appendix A to the Sixth Amendment to Master Commercial Card Agreement.
4. **Amendment.** The “Large Ticket Rebate” under Section 3.B. of Exhibit 1 to the Master Terms is hereby deleted in its entirety and replaced with the following:

**B. Large Ticket Rebate**

Should the minimum annual Consortium Combined Total Charge Volume required to earn a Volume Rebate be achieved as stated above, Bank will pay each Consortium Participant a rebate based on the respective individual Consortium Participant’s annual Combined Large Ticket Transaction Volume. The rebate will be calculated as 0.80% (“Large Ticket Rebate Rate”) multiplied by each respective individual Consortium Participant’s annual Combined Large Ticket Transaction Volume, subject to the rebate adjustments below.

5. **Amendment.** Section 7 of Exhibit 1 to the Master Terms is hereby deleted in its entirety and replaced with the following Section 7 of Exhibit 1 to the Master Terms:

**7. Fees – Existing U.S. Programs Implemented prior to August 14, 2016.**

- A. The following are the fees associated with the existing U.S. One Card and U.S. Purchasing Card Programs implemented on PaymentNet reporting system and TSYS processor prior to August 14, 2016.

<b>STANDARD SERVICES AND FEES</b>	
Late payment fee	Central bill: None
Delinquency/Finance charge	Central bill: Prime + 2.00 is applied to the average daily balance, which is calculated as follows: (past due balance + any new spend) /number of days in Cycle. Will be charged at the end of the first Cycle and each Cycle thereafter.
International transaction	1% surcharge
Standard card	\$0.00

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**ADDITIONAL SERVICES AND FEES**

Cash advances	2.0% of advance amount (\$3.00 minimum with no maximum)
Executive Card	\$75 annual fee per card
Organization logo plastic (hot stamp)	\$0.00
Rush card	\$0 if processed through Bank. If processed through the Credit Card Network, Organization shall pay any fees charged by the Credit Card Network.

If the Consortium Participant requests services not listed in this table, the Consortium Participant agrees to pay the fees associated with such services.

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**STANDARD SERVICES AND FEES**

Late payment charge	Central bill: None
Delinquency/Finance charge	Central bill: Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle.
International transaction	1% surcharge
Standard Card	\$0.00

**ADDITIONAL SERVICES AND FEES**

Cash advance	2.0% of amount advanced (\$3.00 minimum with no maximum)
Executive Card	\$75 annual fee per card
Rush card	\$0 if processed through Bank. If processed through the Credit Card Network, Organization shall pay any fees charged by the Credit Card Network.

**TECHNOLOGY SERVICES AND FEES**

File transfer using FTP	\$300 one time setup fee
Data file fees (T&E expense system feeds, SAP, SmartLink, etc.)	\$50 per month

- B. The following are the fees associated with the existing U.S. One Card and U.S. Purchasing Card Programs implemented on Smartdata (SDG2) reporting system and TSYSY processor prior to August 14, 2016.

If the Consortium Participant requests services not listed in this table, the Consortium Participant agrees to pay the fees associated with such services.

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- C. The following are the fees associated with existing U.S. Virtual Card, U.S. One Card, and U.S. Purchasing Card programs that were implemented on the HP/ED processor prior to August 14, 2016, and were subsequently re-implemented or converted to the TSYS processor:

<b>STANDARD SERVICES AND FEES</b>	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged (WAIVED for Visa virtual card transactions only)
Rush card	\$0 if processed through Bank. If processed through the Credit Card Network, Organization shall pay any fees charged by the Credit Card Network.
Standard card	\$0.00
<b>ADDITIONAL SERVICES AND FEES</b>	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive Card	\$75 annual fee per card
Logo plastic (hot stamp)	\$0.00
<b>TECHNOLOGY SERVICES AND FEES</b>	
Custom reporting/mapper/programming	\$175 per hour (\$1,000 minimum)

If the consortium Participant requests services not listed in this table, the Consortium Participant agrees to pay the fees associated with such services.

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6. **Amendment.** Section 8 of Exhibit 1 to the Master Terms is hereby deleted in its entirety and replaced with the following Section 8 of Exhibit 1 to the Master Terms

**8. Fees - Existing U.S. Programs Implemented after August 14, 2016**

- A. The following are the fees associated with U.S. Virtual Card, U.S. One Card, and U.S. Purchasing Card programs implemented on PaymentNet reporting system and TSYS processor after August 14, 2016.

<b>STANDARD SERVICES AND FEES</b>	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged (WAIVED for Visa virtual card transactions only)
Rush card	\$0 if processed through Bank. If processed through the Credit Card Network, Organization shall pay any fees charged by the Credit Card Network.
Standard card	\$0.00

<b>ADDITIONAL SERVICES AND FEES</b>	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive Card	\$75 annual fee per card
Logo plastic (hot stamp)	\$0.00

<b>TECHNOLOGY SERVICES AND FEES</b>	
Custom reporting/mapper/programming	\$175 per hour (\$1,000 minimum)
If the Consortium Participant requests services not listed in this table, the Consortium Participant agrees to pay the fees associated with such services.	

- B. The following are the fees associated with U.S. Virtual Card, U.S. One Card, and U.S. Purchasing Card programs implemented on Smartdata (SDG2) reporting system and TSYS processor after August 14, 2016.

<b>STANDARD SERVICES AND FEES</b>	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged (WAIVED for Visa virtual card transactions only)
Rush card	\$0 if processed through Bank. If processed through the Credit Card Network, Organization shall pay any fees charged by the Credit Card Network.
Standard card	\$0.00

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**ADDITIONAL SERVICES AND FEES**

Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive Card	\$75 annual fee per card
Logo plastic (hot stamp)	\$0.00

If the Consortium Participant requests services not listed in this table, the Consortium Participant agrees to pay the fees associated with such services.

- 7. Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
- 8. Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each Party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGE



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9.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

**JPMORGAN CHASE BANK, N.A.**  
DocuSigned by:  
 Vincent Saia  
 D91B37976D9149B...

By \_\_\_\_\_  
 Name Vincent Saia  
 Title Vice President

**Client Authorization:** The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

**COUNTY OF FAIRFAX, VIRGINIA**  
DocuSigned by:  
 Lee Ann Pender  
 2022 July 15 | 16:31:05 EDT  
 E239B762E600465...

By \_\_\_\_\_  
 Name Lee Ann Pender  
 Title Director/County Purchasing Agent

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

**Client Attestation:** The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.  
DocuSigned by:  
 Steve Pierson  
 2022 July 15 | 11:58:26 PDT  
 9BE821303D064CD...

By \_\_\_\_\_  
 Name Steve Pierson  
 Title Contracts Division Manager

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

**Appendix A**  
**To the Sixth Amendment to Master Commercial Card**  
**Agreement**

Annual Consortium Combined Total Charge Volume	Individual Consortium Participant's Annual Combined Total Charge Volume @ 30 & 14 Settlement Terms																
	\$ 1	\$ 250,000	\$ 500,000	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000	\$ 7,500,000	\$ 10,000,000	\$ 15,000,000	\$ 25,000,000	\$ 37,500,000	\$ 50,000,000	\$ 75,000,000	\$ 100,000,000	\$ 150,000,000
\$ 100,000,000.00	0.00%	0.25%	0.50%	1.06%	1.26%	1.32%	1.39%	1.46%	1.51%	1.56%	1.59%	1.61%	1.66%	1.71%	1.73%	1.77%	1.79%
\$ 150,000,000.00	0.00%	0.25%	0.50%	1.07%	1.27%	1.33%	1.40%	1.47%	1.52%	1.57%	1.60%	1.62%	1.67%	1.72%	1.74%	1.80%	1.82%
\$ 200,000,000.00	0.00%	0.25%	0.50%	1.08%	1.28%	1.34%	1.41%	1.48%	1.53%	1.58%	1.61%	1.63%	1.68%	1.73%	1.75%	1.85%	1.87%
\$ 250,000,000.00	0.00%	0.25%	0.50%	1.09%	1.29%	1.35%	1.42%	1.49%	1.54%	1.59%	1.62%	1.64%	1.69%	1.74%	1.76%	1.86%	1.88%
\$ 300,000,000.00	0.00%	0.25%	0.50%	1.10%	1.30%	1.36%	1.43%	1.50%	1.55%	1.60%	1.63%	1.65%	1.70%	1.75%	1.77%	1.87%	1.89%
\$ 350,000,000.00	0.00%	0.25%	0.50%	1.11%	1.31%	1.37%	1.44%	1.51%	1.56%	1.61%	1.64%	1.66%	1.71%	1.76%	1.78%	1.88%	1.90%
\$ 400,000,000.00	0.00%	0.25%	0.50%	1.12%	1.32%	1.38%	1.45%	1.52%	1.57%	1.62%	1.65%	1.67%	1.72%	1.77%	1.79%	1.89%	1.91%
\$ 450,000,000.00	0.00%	0.25%	0.50%	1.13%	1.33%	1.39%	1.46%	1.53%	1.58%	1.63%	1.66%	1.68%	1.73%	1.78%	1.80%	1.90%	1.92%
\$ 500,000,000.00	0.00%	0.25%	0.50%	1.14%	1.34%	1.40%	1.47%	1.54%	1.59%	1.64%	1.67%	1.69%	1.74%	1.79%	1.81%	1.91%	1.93%
\$ 550,000,000.00	0.00%	0.25%	0.50%	1.15%	1.35%	1.41%	1.48%	1.55%	1.60%	1.65%	1.68%	1.70%	1.75%	1.80%	1.82%	1.92%	1.94%
\$ 600,000,000.00	0.00%	0.25%	0.50%	1.16%	1.36%	1.42%	1.49%	1.56%	1.61%	1.66%	1.69%	1.71%	1.76%	1.81%	1.83%	1.93%	1.95%
\$ 700,000,000.00	0.00%	0.25%	0.50%	1.17%	1.37%	1.43%	1.50%	1.57%	1.62%	1.67%	1.70%	1.72%	1.77%	1.82%	1.84%	1.94%	1.96%
\$ 800,000,000.00	0.00%	0.25%	0.50%	1.18%	1.38%	1.44%	1.51%	1.58%	1.63%	1.68%	1.71%	1.73%	1.78%	1.83%	1.85%	1.95%	1.97%
\$ 900,000,000.00	0.00%	0.25%	0.50%	1.19%	1.39%	1.45%	1.52%	1.59%	1.64%	1.69%	1.72%	1.74%	1.79%	1.84%	1.86%	1.96%	1.98%
\$1,000,000,000.00	0.00%	0.25%	0.50%	1.20%	1.40%	1.46%	1.53%	1.60%	1.65%	1.70%	1.73%	1.75%	1.80%	1.85%	1.87%	1.97%	1.99%

**Department of Procurement and Material Management**  
 12000 Government Center Parkway, Suite 427  
 Fairfax, VA 22035-0013  
**Website:** [www.fairfaxcounty.gov/procurement](http://www.fairfaxcounty.gov/procurement)  
**Phone** (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228